

MERCHANT APPLICATION AND AGREEMENT

North / North

Agent Code

Merchant #

Sales Rep Signature: _____

Print Sales Rep Name:

Sales Rep Phone #:



CardCoN2104(ia) BUSINESS INFORMATION CardCoN2104(ia)

Legal Name of Business:		Business Open Date:	State Organized:	Type of Business:																						
DBA Name:		Current length of ownership:			# of Locations:																					
Location Address:		Average Monthly Volume VS/MC/DSVR/AMEX:	Average Ticket Amount VS/MC/DSVR/AMEX:	High Ticket Amount VS/MC/DSVR/AMEX:																						
City, State, Zip:		\$	\$	\$																						
Contact Name and Title:		<table border="0"> <tr> <td></td> <td>Face to Face</td> <td>%</td> </tr> <tr> <td>Phone:</td> <td>Swiped</td> <td>%</td> </tr> <tr> <td>Fax:</td> <td>MOTO (mail order)</td> <td>%</td> </tr> <tr> <td>Email Address:</td> <td>Keyed</td> <td>%</td> </tr> <tr> <td>Website Address: http://</td> <td>Internet</td> <td>%</td> </tr> <tr> <td></td> <td>TOTAL</td> <td>100%</td> </tr> <tr> <td></td> <td>TOTAL</td> <td>100%</td> </tr> </table>					Face to Face	%	Phone:	Swiped	%	Fax:	MOTO (mail order)	%	Email Address:	Keyed	%	Website Address: http://	Internet	%		TOTAL	100%		TOTAL	100%
	Face to Face	%																								
Phone:	Swiped	%																								
Fax:	MOTO (mail order)	%																								
Email Address:	Keyed	%																								
Website Address: http://	Internet	%																								
	TOTAL	100%																								
	TOTAL	100%																								
Mailing Address (if different from location):		Products / Services are delivered in: TOTAL = 100%																								
City, State, Zip:		0-7 days	%	8-14 days	%																					
Country:		15-30 days	%	over 30 days	%																					
Phone:		Do you use any third party to store, process or transmit cardholder data?																								
Fax:		<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give name/address:																								
Seasonal Sales: <input type="checkbox"/> Yes <input type="checkbox"/> No High Volume Months:		Please identify any Software used for storing, transmitting, or processing Card transactions or authorization reports:																								
Types of goods or services sold:																										

OWNERS / OFFICERS INFORMATION

Sole Proprietor LLC Partnership LP Corporation Other: Choose

Name (as it appears on your income tax return)	FEDERAL TAX ID # (as it appears on your income tax return)	<input type="checkbox"/> I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-8.)
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NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)

Please provide the following information for each individual who owns, directly or indirectly, 25% or more of the equity interest of your business

Owner 1 / Principal Name:	Title:	% of Ownership:	Date of Birth:	Social Security #:
Current Residence Address:	City, State, Zip:	Phone #:	Mobile Phone #:	
Owner 2 Name:	Phone #:	Owner 3 Name:	Phone #:	
Current Residence Address:	Date of Birth:	Current Residence Address:	Date of Birth:	
City, State, Zip:	% of Ownership:	Social Security #:	City, State, Zip:	% of Ownership:
Owner 4 Name:	Phone #:	Owner 5 Name:	Phone #:	
Current Residence Address:	Date of Birth:	Current Residence Address:	Date of Birth:	
City, State, Zip:	% of Ownership:	Social Security #:	City, State, Zip:	% of Ownership:

BANK ACCOUNT (Include a voided check when submitted)

Bank Name:	Routing #:	Account #:
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PIN Debit (plus the applicable network fees)	EBT Information
Unbundled PIN Debit (Key 0-590, K 0-593) (190) _____% (018, PreAuth-587, I/C Adj-597) \$ _____	FNS # _____ Trans Fee \$0.
PIN Debit Declined Transaction Fee: (42R) \$ _____	American Express Direct <input type="checkbox"/> American Express Pass-Thru SE _____

Tiered Pricing: (Select One)							
	Discount		Discount Fee		Discount Fee		Discount Fee
MC Qualified Credit	(800) _____%	Visa Qualified Credit	(804) _____%	Discover Qualified Credit	(170) _____%	American Express Qual Credit	(164) _____%
MC Mid-Qualified Credit	(810) _____%	Visa Mid-Qualified Credit	(814) _____%	Discover Mid-Qualified Credit	(990) _____%	American Express Mid-Qual Credit	(81C) _____%
MC Non-Qualified Credit	(820) _____%	Visa Non-Qualified Credit	(824) _____%	Discover Non-Qualified Credit	(994) _____%	American Express Non-Qual Credit	(82A) _____%
MC Qualified Non-PIN Debit	(850) _____%	Visa Qualified Non-PIN Debit	(854) _____%	Discover Qualified Non-PIN Debit	(964) _____%	Sales Credit & Non-PIN Debit Trans. Fee \$ _____	
MC Mid-Qualified Non-PIN Debit	(870) _____%	Visa Mid-Qualified Non-PIN Debit	(874) _____%	Discover Mid-Qualified Non-PIN Debit	(968) _____%	(001, 002, 611, 612, 621, 622, 130, 131, 140, 141, 150, 151, 005, 006, 615, 616, 625, 626, 134, 135, 144, 145, 154, 155, 015, 016, 717, 718, 721, 722, 787, 788, 791, 792, 795, 796, 013, 014, 62T, 62U, 65S, 65T)	
MC Non-Qualified Non-PIN Debit	(880) _____%	Visa Non-Qualified Non-PIN Debit	(864) _____%	Discover Non-Qualified Non-PIN Debit	(978) _____%		

Flat Rate								
Sales Credit & Non-PIN Debit Trans. Fee \$ _____ (001, 002, 005, 006, 013, 014, 015, 016, 130, 131, 134, 135, 787, 788)		Discount		Discount		Discount	Discount	
	MC Qual Credit	(800)	%	Visa Qual Credit	(804)	%	Discover Network Qual Credit	(170) %
	MC Qual Non-PIN Debit	(850)	%	Visa Qual Non-PIN Debit	(854)	%	Discover Network Qual Non-PIN Debit	(964) %
							American Express Qual Credit (164) %	

<input type="checkbox"/> Dues & Assessments (273, 274, 27L, 234, 237,286)	<input type="checkbox"/> Billback	Non-Qualified Surcharge Fee (excluding interchange pass-through fees, see Section 18.1) Applies to Non-qualified MC, Visa, Discover, American Express Credit and/or Non-PIN Debit Transactions. (30D) _____%
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■ **Pass Through Interchange** — Includes Dues and Assessments. You will be charged the applicable interchange rate from MasterCard, Visa or Discover, plus a MasterCard Assessment Fee (273) of .13%, a Visa Assessment Fee (27L, 274) of .13%, or a Discover Assessment Fee (234) of .13%, plus any other fees indicated on this Service Fee Schedule. (MC Assessment Fee (237) when transaction is equal to \$1,000 or more will be assessed an additional 0.01% per transaction.) American Express Network Fee (286) of .15%

Sales Credit & Non-PIN Debit Trans. Fee \$ _____ (001, 002, 005, 006, 013, 014, 015, 016, 130, 131, 134, 135, 787, 788)		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)	Discount (Based on Gross Sales Vol.)
	MC Qual Credit & Non-PIN Debit (800, 850)	%	Visa Qual Credit & Non-PIN Debit (804, 854)	%	Discover Network Qual Credit & Non-PIN Debit (170, 964)	%	American Express Qual Credit (164) %

Net Interchange MC (563), Visa (553) or Discover (528)

AUTHORIZATION AND TRANSACTION FEES

ACH Batch Fee (227) \$ 0. /batch	Voice Authorization Fee (10B, 10E, 10K) \$ /each
MC, Visa, Discover Network, American Express Auth Fee (10A, 10D, 10J, 10P) \$ 0. /each	Address Verification Fee (AVS) \$
	CardConnect Gateway Transaction Fee \$

OTHER FEES

Gateway Set-up Fee \$ (one time fee)	PCI Non-Compliance Monthly Fee \$
Chargeback Fee (205, 725, 20L) \$ /each	Application Fee (Non-Refundable) (247) \$
Retrieval Fee (26A, 262, 20M) \$ /each	Wireless Access Fee (399) \$
Early Cancellation Fee \$ /each	Annual Membership Fee* (294) \$
Monthly Account Minimum Fee (954) \$ /each	CardConnect Gateway Monthly Fee \$
Statement Fee (323) \$ /each	Data Breach \$
Regulatory Product Monthly Fee (35I) \$	

CLOVER FEES

Clover Service Fee (Charged per Clover Station) \$ /each	Clover Go Service Fee \$ /month
Transarmor Monthly Fee \$	

All other card association fees are passed thru at cost – NABU, APF, connectivity, & usage.
* Billed on anniversary of account keyed date.

CardConnect Gateway API Merchant Center VT **Equipment Cost Billed to Merchant:** Yes No

Rental • Purchase • Customer-Owned	QTY	IP	Equipment Category	Equipment Name	Authorization Network	Unit Price w/o Tax and S&H	For Customer-Owned Equipment Track/Version/Serial #
		<input type="checkbox"/>				\$	
		<input type="checkbox"/>				\$	
		<input type="checkbox"/>				\$	
		<input type="checkbox"/>				\$	

Shipping and Handling: Standard \$ _____ Overnight \$ _____

CLOVER CHECK ACCEPTANCE FEES

(Fees are debited monthly and Billed separately by TeleCheck)

Clover Check Acceptance In-Person Warranty Clover Check Acceptance Mobile App Warranty Clover Check Acceptance Online Warranty

Inquiry Rate _____% Monthly Minimum Fee \$ _____ (Per Location) Customer Requested Operator Call (CROC) \$ **2.50**
 December Risk _____% Statement Processing Fee \$ _____ Unauthorized Return Fee \$ **5.00**
 Surcharge Per Trans Fee \$ _____ (Only charged when entitled with TeleCheck)

(See Agreement for definitions, warranty requirements, and any additional fees.)

PETROLEUM SERVICES

WEX Auth Fee (0D4) \$ _____	WEX Chargeback Reversal Disc't (843) _____%	Datawire Micronode <input type="checkbox"/> Yes <input type="checkbox"/> No
WEX Sales Discount (840) _____%	WEX Chargeback Fee (29H) \$ _____	Datawire Micronode 960-AS Monthly Fee (354) \$ _____ (each)
WEX Refund Discount (841) _____%	WEX Retrieval Fee (29I) \$ _____	Voyager Authorization Fee (0D0, 0D1, 0DV, 0DC, 0DI, 0D3, 0BW, 0BX) \$ _____
WEX Chargeback Discount (842) _____%		Voyager Discount Fee (766) _____%

SITE INSPECTION

Merchant Location: Retail Store Front Office Building Warehouse Residence Other: **Hours of Operation:**

The Merchant: Owns Leases the business premises (If Lease, Landlord Name): **Phone #:**

	Yes	No
Merchant appears to be conducting business as represented in application?	<input type="checkbox"/>	<input type="checkbox"/>
Merchant is adequately staffed and stocked to do business?	<input type="checkbox"/>	<input type="checkbox"/>
Have you taken pictures of the inside and outside of the premises?	<input type="checkbox"/>	<input type="checkbox"/>
Have you confirmed the identity of the person who signed the application?	<input type="checkbox"/>	<input type="checkbox"/>

I hereby Certify that I have physically inspected the business premises of the Merchant at this address.
 Print Name: _____
 Signature **X** _____ Date _____

PROCESSOR INFORMATION: Name: CardConnect
 Address: 1000 Continental Drive, Suite 300, King on Prussia, PA 19046
 URL: www.cardconnect.com Customer Service #: 1-877-828-0720

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you.

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

1. **Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by MasterCard, Visa, Discover and PayPal. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 25 of the Program Guide).
2. **We may debit your bank account** (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.
3. **There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks see Section 14 of the Your Payments Acceptance Guide or see the applicable provisions of the TeleCheck Solutions Agreement.
4. **If you dispute any charge or funding**, you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 27, 37.3, and 39.10 of the Card General Terms; or Section 17 of the TeleCheck Solutions Agreement.
6. **We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 30, Term; Events of Default and Section 31, Reserve Account; Security Interest), (see TeleCheck Solutions Agreement in Section 7), under certain circumstances.
7. **By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement prior to the expiration of your initial five (5) year term, you will be responsible for the payment of an early termination fee as set forth in Part IV, A.3 under "Additional Fee Information" and Section 16.2 of the TeleCheck Solutions Agreement.
9. **If you lease equipment from Processor**, it is important that you review Section 1 in Third Party Agreements. Bank is not a party to this Agreement. THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED.

10. Card Organization Disclosure

Visa and MasterCard Member Bank Information: Wells Fargo Bank, N.A.

The Bank's mailing address is P.O. Box 6079, Concord, CA 94524, and its phone number is 1-844-284-6843.

Important Member Bank Responsibilities:

- a) The Bank is the only entity approved to extend acceptance of Visa and MasterCard products directly to a merchant.
- b) The Bank must be a principal (signer) to the Agreement.
- c) The Bank is responsible for educating merchants on pertinent Visa and MasterCard rules with which merchants must comply; but this information may be provided to you by Processor.
- d) The Bank is responsible for and must provide settlement funds to the merchant.
- e) The Bank is responsible for all funds held in reserve that are derived from settlement.
- f) The Bank is the ultimate authority should a merchant have any problems with Visa or MasterCard products (however, Processor also will assist you with any such problems).

Important Merchant Responsibilities:

- a) Ensure compliance with Cardholder data security and storage requirements.
- b) Maintain fraud and Chargebacks below Card Organization thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Card Organization Rules and applicable law and regulations.
- e) Retain a signed copy of this Disclosure Page.
- f) You may download "Visa Regulations" from Visa's website at: <https://usa.visa.com/support/merchant.html>.
- g) You may download "MasterCard Regulations" from MasterCard's website at: <http://www.mastercard.com/us/merchant/support/rules.html>.
- h) You may download "American Express Merchant Operating Guide" from American Express' website at: www.americanexpress.com/merchantopguide.

Print Client's Business Legal Name:

By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions [version CardCoN2104(ia)] consisting of 50 pages [including this Confirmation Page and the applicable Third Party Agreement(s)]. Interchange Qualification Matrix and American Express Program Pricing (version IQM.MVD.S17.1 or _____), and Interchange Schedule.

Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM TERMS AND CONDITIONS WILL BE ACCEPTED.

Client's Business Principal:

Signature (Please sign below):

X _____

Title

Date

Please Print Name of Signer