

MERCHANT PROCESSING APPLICATION AND AGREEMENT

Agent Code

Merchant #

Sales Rep Signature: _____

Print Sales Rep Name:

Sales Rep Phone #:

CardCo2211(ia)

BUSINESS INFORMATION

CardCo2211(ia)

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

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

BANK ACCOUNT (Include a voided check when submitted)

Bank Name:	Routing #:	Account #:
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EQUIPMENT/GATEWAY/DOWNLOAD INFORMATION

CardPointe 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"/>				\$	

PIN Debit (plus the applicable network fees)		EBT Information	
Unbundled PIN Debit	Discount Rate: _____%	FNS #	Trans Fee \$
	Transaction Fee: \$ _____	American Express Direct	
PIN Debit Declined Transaction Fee:	\$ _____	<input type="checkbox"/> American Express Pass-Thru SE:	

Tiered Pricing: (Select One)							
	Discount Fee		Discount Fee		Discount Fee		Discount Fee
MC Qualified Credit	_____ %	Visa Qualified Credit	_____ %	Discover Qualified Credit	_____ %	American Express Qual Credit	_____ %
MC Mid-Qualified Credit	_____ %	Visa Mid-Qualified Credit	_____ %	Discover Mid-Qualified Credit	_____ %	American Express Mid-Qual Credit	_____ %
MC Non-Qualified Credit	_____ %	Visa Non-Qualified Credit	_____ %	Discover Non-Qualified Credit	_____ %	American Express Non-Qual Credit	_____ %
MC Qualified Non-PIN Debit	_____ %	Visa Qualified Non-PIN Debit	_____ %	Discover Qualified Non-PIN Debit	_____ %	Sales Credit & Non-PIN Debit Trans. Fee \$ _____	
MC Mid-Qualified Non-PIN Debit	_____ %	Visa Mid-Qualified Non-PIN Debit	_____ %	Discover Mid-Qualified Non-PIN Debit	_____ %		
MC Non-Qualified Non-PIN Debit	_____ %	Visa Non-Qualified Non-PIN Debit	_____ %	Discover Non-Qualified Non-PIN Debit	_____ %		

Flat Rate								
	Discount		Discount		Discount		Discount	
Sales Credit & Non-PIN Debit Trans. Fee \$ _____	MC Qual Credit	_____ %	Visa Qual Credit	_____ %	Discover Network Qual Credit	_____ %	American Express Qual Credit	_____ %
	MC Qual Non-PIN Debit	_____ %	Visa Qual Non-PIN Debit	_____ %	Discover Network Qual Non-PIN Debit	_____ %		

Dues & Assessments Billback **Non-Qualified Surcharge Fee** (excluding interchange pass-through fees, see Section 25.1) Applies to Non-qualified MC, Visa, Discover, American Express Credit and/or Non-PIN Debit Transactions. _____ %

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 of .13%, a Visa Assessment Fee of .14%, or a Discover Assessment Fee of .13%, plus any other fees indicated on this Service Fee Schedule. (MC Assessment Fee when transaction is equal to \$1,000 or more will be assessed an additional 0.01% per transaction.) American Express Network Fee of .15%

	Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)	
Sales Credit & Non-PIN Debit Trans. Fee \$ _____	MC Qual Credit & Non-PIN Debit	_____ %	Visa Qual Credit & Non-PIN Debit	_____ %	Discover Network Qual Credit & Non-PIN Debit	_____ %	American Express Qual Credit	_____ %

Net Interchange MC, Visa or Discover

AUTHORIZATION AND TRANSACTION FEES

ACH Batch Fee	\$ 0. /batch	Voice Authorization Fee	\$ /each
MC, Visa, Discover Network, American Express Auth Fee	\$ 0. /each	Address Verification Fee (AVS)	\$
		CardConnect Gateway Transaction Fee	\$

OTHER FEES

Gateway Set-up Fee	\$ (one time fee)	Wireless Access Fee	\$
Gateway Internet Service Fee	\$	Annual Membership Fee*	\$
Chargeback Fee	\$ /each	CardPointe Platform Fee	\$
Retrieval Fee	\$ /each	Data Breach	\$
Monthly Account Minimum Fee	\$ /each	North Program Cost Fee/American Express	%
Statement Fee	\$ /each	PCI Annual Fee	\$
Regulatory Product Monthly Fee	\$ /month	All other card association fees are passed thru at cost - NABU, APF, connectivity, & usage. *Billed on anniversary of account keyed date.	
PCI Non-Compliance Monthly Fee	\$		
Application Fee (Non-Refundable)	\$		

CLOVER FEES

Clover Service Fee (charged per device)	\$ _____ /each	Clover Go Service Fee	\$ _____ /month
TransArmor Monthly Fee	\$ _____		
Check Acceptance Fees (Fees are debited monthly and Billed separately by TeleCheck)			
<input type="checkbox"/> In-Person Warranty	<input type="checkbox"/> Mobile App Warranty	<input type="checkbox"/> Online Warranty	
Inquiry Rate	_____ %	Customer Requested Operator Call (CROC)	\$ _____
December Risk	_____ %	Unauthorized Return Fee (only charged when entitled with TeleCheck)	\$ _____
Surcharge Per Trans Fee	\$ _____	Monthly Miminum Fee (per location)	\$ _____
Statement Processing Fee	\$ _____	(See Agreement for definitions, warranty requirements, and any additional fees.)	

WEX Auth Fee	\$ _____	WEX Chargeback Discount	_____ %	WEX Retrieval Fee	\$ _____
WEX Sales Discount	_____ %	WEX Chargeback Reversal Discount	_____ %	Voyager Authorization Fee	\$ _____
WEX Refund Discount	_____ %	WEX Chargeback Fee	\$ _____	Voyager Sales Discount Fee	_____ %

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 #: _____

<p>Merchant appears to be conducting business as represented in application? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Merchant is adequately staffed and stocked to do business? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Have you taken pictures of the inside and outside of the premises? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Have you confirmed the identity of the person who signed the application? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>I hereby Certify that I have physically inspected the business premises of the Merchant at this address.</p> <p>Print Name: _____</p> <p>Signature X _____ Date _____</p>
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Early Termination Fee \$ _____ The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). If you terminate this Agreement before the end of the then current term or otherwise stop processing your transactions with us, you will be charged this Early Termination Fee. After the Initial Term, subject to Part IV, Section A.3, this Agreement shall automatically extend for an additional period of one year each (each an Extended Term). Client Initials _____

AGREEMENT APPROVAL

Merchant Acceptance – Each person signing below agrees to the terms and conditions stated in the front and back of this agreement and certifies that all information provided in the application is true, correct and complete. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and Agreement and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted by Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Each signer authorizes CardConnect, LLC and/or the Member Bank or any agent of the Member Bank, to make whatever inquiries CardConnect, LLC and/or the Member Bank deem appropriate to investigate, verify, or research references, statements or data, including personal credit reports for the purpose of this application. Merchant understands this agreement shall not take effect until Merchant has been approved by CardConnect, LLC and/or the Member Bank and a merchant number is issued.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

X _____ **X** _____
 #1 from Application (Signature) Date #2 from Application (Signature) Date

For All Corporations – Corporate Resolution
 The indicated officer(s) identified in numbers 1 and/or 2 have the authorization to execute the Merchant Processing Agreement on behalf of the here within named corporation.

X _____ Title _____ Date _____
 Corporate Officer (Signature)

TELECHECK ACH AUTHORIZATION

ACH Debit and Credit Authorization: Client authorizes its Financial Institution to pay and charge to its account by electronic fund transfer the amount due TeleCheck and/or TRS under this Agreement and to accept all credits and debits made to its account by electronic fund transfer as a result of TeleCheck's and/or TRS' services. This authorization shall remain in effect until thirty days after revoked in writing.

X _____ Name / Title _____ Date _____
 Authorized Signature on TeleCheck Account for ACH

Personal Guarantee – if applicable
 By signing below, signer(s) unconditionally guarantee(s) to the Processor and its successors and assigns the full and prompt payment when due of all its obligations of every kind and nature of Merchant arising directly or indirectly out of the Agreement and/or the TeleCheck / TRS Services Agreement or any document or agreement executed and delivered by Merchant in accordance with the terms of the Agreement. The undersigned further agrees to pay to the Processor all expenses including attorney fees and court costs) paid or incurred by the Processor in collecting such obligations and in enforcing this Guaranty.

X _____ **X** _____
 #1 from Application (Signature) Date #2 from Application (Signature) Date

CardConnect, LLC
 Application Approved By: **X** _____ Signature _____ Title _____ Date _____

Wells Fargo Bank, N.A. (a member of Visa USA, Inc. and Mastercard International Inc.)
 Application Approved By: **X** _____ Signature _____

PROCESSOR

Name: CardConnect, LLC

INFORMATION:

Address: 1000 Continental Drive, Suite 300, King of Prussia, PA 19046URL: www.cardconnect.comCustomer 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 three (3) 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.

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/dam/VCOM/download/about-visa/visa-rules-public.pdf>
- g) You may download "Mastercard Regulations" from Mastercard's website at: www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf.
- h) You may download "American Express Merchant Operating Guide" from American Express' website at: www.americanexpress.com/us/merchant.

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 CardCo2211(ia)] consisting of 46 pages [including this Confirmation Page and the applicable Third Party Agreement(s)].

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