

MERCHANT APPLICATION (cont.)**COMPLETE IF YOUR SALES ARE GENERATED THROUGH MAIL/TELEPHONE/INTERNET**

1. Description of product sold: _____

2. Who owns product? ☐ Merchant ☐ Vendor (Drop Ship Required)

3. List the name(s) of vendors from which the product is purchased. _____

4. How do you advertise? ☐ Catalog /Direct Mail/Flyers ☐ TV or Radio ☐ Internet (list Web Page Address) _____

5. How does the customer order the product? ☐ Mail ☐ Telephone ☐ Fax ☐ Internet

6. Do your customers sign a service agreement with you? ☐ Yes ☒ No

7. If Yes, what is the timeframe of the service agreement? ☐ Monthly ☐ Quarterly ☐ Annual

8. Name of Fulfillment House (if any) _____ Inspected ☐ Yes ☐ No Date Inspected _____

9. Are consumers required to provide a deposit? ☐ Yes ☒ No

10. Delivery Time Frame: ☐ 0-7 Days ☐ 8-14 Days ☐ 15-30 Days ☐ More than 30 Days

11. Shipping Service Used: ☐ Fed Ex ☐ UPS ☐ Airborne ☐ Express Mail ☐ By Merchant

12. What is your return or refund policy? _____

13. When you receive an authorization, how long before the merchandise is shipped? _____

14. In what geographic areas will the product be marketed and sold? _____

BUSINESS TRADE SUPPLIERS (LIST TWO)

| Name | Address | Contact | Phone |
|------|---------|---------|-------|
| | | | |
| Name | Address | Contact | Phone |
| | | | |

MERCHANT SITE SURVEY REPORT (To Be Completed by Sales Representative)

Merchant Location: ☒ Store Front ☐ Office Building ☐ Warehouse ☐ Residence ☐ Other

| The Merchant: | Landlord Name | Landlord Telephone Number |
|---|---------------|---------------------------|
| <input checked="" type="checkbox"/> Owns <input type="checkbox"/> Leases the Premises | | |

I hereby verify that this application has been fully completed by merchant applicant and that I have inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

| Verified and Inspected by (Print Name) | Representative Signature | Date |
|--|--------------------------|------|
| | | |

PRICING SCHEDULE**Other Fees (if applicable)**

| Retail (if any % is Swiped) Qualified Credit Card Discount Rate*: 1.69% Transaction Fee: \$0.00 | MOTO/Internet (100% Keyed only) Qualified MOTO Credit Card Discount Rate*: 1.69% Transaction Fee: \$0.00 (Must use AVS) | Other Fees (if applicable) |
|--|--|--|
| <p>*For details regarding mid and non-qualified surcharges, please see page 7 section 32 of the terms and conditions. For purposes of this agreement the mid-qualified surcharge is 1.17% (\$1.17 per \$100.00) + \$0.10. For purposes of this agreement the non-qualified surcharge 2.25% (\$2.25 per \$100.00) + \$0.10. Card association assessments will be passed through.</p> <p>Mastercard Network Access Fee: \$0.0208. Visa Network Access Fee: \$0.0218. Discover Network Access Fee: \$0.0185. Amex Network Access Fee: 0.15%. PayPal Network Access Fee: \$0.0185.</p> | <p>*For details regarding non-qualified surcharges, please see page 7 section 32 of the terms and conditions. For purposes of this agreement the non-qualified surcharge is N/A% (\$N/A per \$100.00). Card association assessments will be passed through.</p> <p>Mastercard Network Access Fee: \$0.0208. Visa Network Access Fee: \$0.0218. Discover Network Access Fee: \$0.0185. Amex Network Access Fee: 0.15%. PayPal Network Access Fee: \$0.0185.</p> | <p>Touch Tone Transactions: \$ 0.50</p> <p>T & E Draft Capture Transactions: \$ 0.00 *</p> <p>Address Verification: \$ 0.05</p> <p>Batch Header: \$ 0.00 *</p> <p>Free Tablet Printer (Monthly): \$ 14.95 *</p> <p>Free Tablet Printer/Cash Drawer (Monthly): \$ 19.95 *</p> <p>Wireless Transaction Fee: \$ 0.00 *</p> <p>Wireless Network Access (Monthly) \$ 0.00 *</p> <p>Wireless Activation Fee: \$ 0.00</p> <p>Debit Transaction: \$ 0.00</p> <p>Debit Gateway (Monthly): \$ 0.00</p> <p>EBT Transaction Fee: \$ 0.00</p> <p>Internet Gateway Fee (Monthly): \$ 0.00 *</p> <p>Internet Transaction Fee: \$ 0.00 *</p> <p>PCI Compliance Fee: \$ 79.00</p> <p>Monthly Minimum Discount Fee: \$ 79.00</p> <p>Monthly Basic Service Fee: \$ 12.95</p> <p>Statement Mailing Fee: \$ 0.00</p> <p>Chargeback Fee: \$ 25.00</p> <p>Retrieval Fee: \$ 15.00</p> <p>Account Set-Up Fee: \$ 149.00</p> <p>Annual Fee: \$ 79.00</p> <p>Voice Authorization Fee: \$ 1.00</p> |

See Terms and Conditions of Merchant Service Agreement for further information on Mid and Non-Qualified Surcharges.

I understand and acknowledge that I will be automatically enrolled in a 60-day free trial of the My Biz Perks Program, which includes custom reporting and alerts, supplies, extended warranty, overnight replacement on equipment, partner discounts, and more! At the end of the trial, I understand that my account will be charged a monthly membership fee, and I may opt out at any time by visiting www.mybizperks.com or call 877-898-1992.

\$ **11.95**

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6. Do your customers sign a service agreement with you? ☐ Yes ☒ No

7. If Yes, what is the timeframe of the service agreement? ☐ Monthly ☐ Quarterly ☐ Annual

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Merchant Location: ☒ Store Front ☐ Office Building ☐ Warehouse ☐ Residence ☐ Other

The Merchant: ☒ Owns ☐ Leases the Premises

Landlord Name _____ Landlord Telephone Number _____

I hereby verify that this application has been fully completed by merchant applicant and that I have inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

Verified and Inspected by (Print Name) _____ Representative Signature _____ Date _____

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\$ **11.95**

CARDHOLDER DATA STORAGE COMPLIANCE & SERVICE PROVIDER

**** PCI DSS and card association rules prohibit storage of track data under any circumstances. If you or your point of sale (POS) system pass, transmit, store or receive full cardholder's data, then the POS software must be PA DSS (Payment Application Data Security Standard) compliant or you (merchant) must validate PCI DSS compliance (see 1(b) below and questions 3 and 4 must be completed). If you use a payment gateway, they must be PCI DSS compliant.****

1. Have you ever experienced an Account Data Compromise ? ☐ Yes ☒ No If yes, provide date of compromise _____
- a) Have you validated Payment Card Industry Data Security Standard (PCI DSS) compliance? ☐ Yes ☒ No If yes, go to #1b; If no, go to #2
- b) Date of compliance, Report on Compliance or Self-Assessment Questionnaire "SAQ"? _____
- c) What is the name of your Qualified Security Assessor _____ or Self-Assessment Questionnaire (pick one) ☐ A ☐ B
- d) Date of last scan _____ Approved Scanning Vendor's name: _____ ☐ C ☐ D
2. Are you using a "dial-up" terminal or "TTC" Touch Tone Capture? ☐ Yes ☒ No
3. Do you or your Service Provider(s) receive, pass, transmit or store the Full Cardholder Data electronically? ☐ Yes ☒ No
- a) If yes, where is card data stored? ☐ Merchant's Location Only ☐ Merchant's Headquarters/Corp office only ☐ Primary Service Provider
☐ Both Merchant and Service Provider(s) ☐ Other Service Provider ☐ All Apply
4. What Primary Service Provider/Software Developer did you purchase your point of sale POS application from (e.g., software, gateway)? Verifone
- a) What is the name of the Service Provider/Software Developer's application? _____ Software Version #? Softpay
- b) Do your transactions process through any other Service Provider (e.g., web hosting companies, gateways, corporate office)? ☐ Yes ☒ No
- c) If yes, name the other Service Provider? _____

MERCHANT ACCEPTANCE

A copy of the Card Services Terms and Conditions, revision number 07/14, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. The undersigned is duly authorized to sign on behalf of the Merchant and to bind the Merchant to the terms and conditions set forth in this Merchant Application and Merchant Service Agreement ("Agreement"), which terms and conditions are hereby acknowledged and agreed to by the Merchant, and certifies that all information provided in this Merchant Application is true, correct and complete. In addition by your signature below on behalf of Merchant you authorize Global Direct and/or Member to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account. The undersigned, on behalf of the Merchant, authorizes (i) Global Direct, or (ii) the Member, or (iii) solely with respect to uncollected merchant fees, and subject to and only as pursuant to North American Bancard's separate written agreement with Global Direct, North American Bancard, or, (iv) solely with respect to supplies and/or hardware related to merchant business under this Merchant Application, North American Bancard, to initiate automated deposit or debit (ACH) entries to the Merchant's bank account as indicated on this Merchant Application or subsequently provided by Merchant. A MERCHANT'S SUBMISSION OF A TRANSACTION TO GLOBAL DIRECT SHALL BE DEEMED TO SIGNIFY MERCHANT'S ACCEPTANCE OF THE AGREEMENT, INCLUDING THE TERMS AND CONDITIONS HEREIN.

#1 From Application - Signature

Date

#2 From Application - Signature

Date

INDIVIDUAL GUARANTY (NO TITLES) I/We hereby irrevocably guarantee to Global Direct and Member, their successors and assigns, the full, prompt and complete performance of Merchant and all of Merchant's obligations under this Agreement, including, but not limited to, all monetary obligations arising out of Merchant's performance or nonperformance under this Agreement, whether arising before or after termination of this Agreement. The guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of this Agreement made by or agreed to by Global Direct, Member, and/or Merchant. I/We hereby waive any notice of acceptance of this guaranty, notice of non-payment or non-performance of any provision of this Agreement by Merchant, and all other notices or demands regarding this Agreement. I/We agree to promptly provide to Global Direct and Member any information requested by either of them from time to time, concerning my/our financial condition(s), business history, business relationships and employment information. I/We agree that Global Direct and Global Direct (on behalf of Member) may order a consumer credit report on me, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with the reviewing, taking collection action on, or other legitimate purposes associated with the Merchant Account. I/We have read, understand, and agree to be bound by the terms and conditions contained in this Agreement on pages 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12.

#1 From Application - Signature

Date

#2 From Application - Signature

Date

For Office Use Only

| | | |
|---|------------------------------|------|
| X | Application Accepted by ISO | Date |
| X | Accepted by Wells Fargo Bank | Date |
| X | Accepted by Global Direct | Date |

FREE TERMINAL PLACEMENT AGREEMENT



FREE Verifone Vx520 Terminal or Vx520 w/ CR1000i Check Imager



- EMV-ready, PCI PED approved, advanced security including SSL
- Integrated NFC capabilities and expandable memory exceeding 500MB
- Superior performance for faster transaction processing
- Ethernet connection for lightning-fast transactions
- Multiple payment and value-added applications
- Lower cost, higher performance
- Small size keeps countertops clutter free

FREE Verifone Vx520 Terminal or Vx520 w/ CR1000i Check Imager

This Agreement is a contract between the Merchant named below and Terminal Placement Solutions. (TPS).
NOW THEREFORE, Terminal Placement Solutions (TPS) and the Party (Merchant) agree as follows:

- I. Merchant agrees that the Equipment is the property of TPS, is being licensed to Merchant, and must be returned in good and working condition within ten (10) days of the termination or expiration of the Merchant Account with TPS. If the Equipment is not returned within ten (10) days, Merchant agrees to pay the equipment value (Vx520 = \$895, Vx520 Combo with check imager = \$1345, Pinpad \$100). Merchant authorizes TPS to ACH my account for said fees according to program. In addition, Merchant agrees to be responsible for any damage to the Equipment as a result of misuse or negligence. TPS reserves the right to replace the above models with comparable models and to add or discontinue models.
- II. Merchant agrees to indemnify and hold TPS harmless from and against any and all liabilities, losses, claims, damages, disputes, offsets, claims or counterclaims of any kind in any way related to the use (or misuse) of the Equipment. Merchant understands that TPS agrees to free overnight delivery of replacement equipment, fully programmed and ready to use, up to but not exceeding twice the first year, and that each additional incident will incur a fee of \$99.

Merchant has accepted the following equipment (the "Equipment") by checking one box below:

- ☒ Verifone Vx 520 Terminal (equipment value of \$895)
- ☐ Verifone Vx 520 Terminal, CR 1000i Check Imager, Stacker, and all necessary cables (equipment value of \$1345)
- ☐ Verifone Pinpad 1000SE and necessary cables (equipment value of \$100) – requires monthly \$5 debit gateway fee

Select Connection Type:

- ☐ Dial Up Connection
☐ IP Connection (Cable/DSL)

ISP Provider

ISP Phone Number

Except as herein otherwise expressly provided, the Merchant Agreement, as heretofore amended, shall remain in full force and effect.

Merchant's Authorized Signer:

Terminal Placement Solutions:

Owner's or Officer's Signature _____ Date _____

Account Executive Signature _____ Date _____

INDIVIDUAL GUARANTY (NO TITLES) I/We hereby guarantee to TPS, their successors and assigns, the full, prompt and complete performance of Merchant and all of Merchant's obligations under this Agreement, including, but not limited to, all monetary obligations arising out of Merchant's performance or nonperformance under this Agreement, whether arising before or after termination of this Agreement. The undersigned, by signing below, agrees to be bound by the Agreement and this Guaranty.

Personal Guarantor Printed Name _____ Date _____

Personal Guarantor Signature _____ Date _____



PayAnywhere Tablet Placement Agreement

This Agreement is a contract between the Merchant and PayAnywhere and its parent company North American Bancard, LLC (together, "PA"). NOW THEREFORE, PA and Merchant agree as follows:

Upon the approval of Merchant's card processing application, PA shall ship each piece of equipment described below (the "Equipment", which includes the PayAnywhere App) to Merchant. Merchant agrees (i) to use the Equipment only to process transactions permitted under its card processing agreement and PA User Agreement with PA (together the "Processing Agreement"), (ii) to be responsible for any damage to the Equipment as a result of its misuse or negligence, and (iii) not to reverse engineer, jailbreak, disassemble or modify the Equipment in any way. Any wiping, deleting or altering in any way of the Equipment's operating system or preset configurations, including but not limited to the PayAnywhere App, shall be a material breach of this Agreement. The Equipment is to be used exclusively for PA products and/or solutions. The Equipment is configured to communicate directly with PA on a regular basis, and PA may contact Merchant to investigate any issues associated with the Equipment as a result of such information. Merchant is expressly forbidden from using the Equipment for any other reason other than as provided above, and any use to the contrary is a material breach of this Agreement and shall automatically render this Agreement null and void. Merchant acknowledges use of the PayAnywhere App in connection with the Equipment may support location based marketing. Furthermore, Merchant acknowledges, agrees and authorizes that the publishing of their business name and location information in a third-party application may occur as a result of the use of the Equipment.

Merchant agrees that the Equipment is the property of PA, is being licensed to Merchant, and must be returned in good and working condition within ten (10) days of the termination or expiration of the Processing Agreement. If the Equipment is not returned within ten (10) days, Merchant agrees to pay to PA the equipment value as set forth below. Merchant authorizes PA or its agents to ACH its bank account for said fees according to the Processing Agreement. In addition, Merchant agrees to be responsible for any damage to the Equipment as a result of misuse or negligence. PA reserves the right to replace the Equipment with comparable models and to add or discontinue models.

If the Equipment is defective for any reason other than Merchant's misuse or negligence, PA shall replace the defective Equipment with comparable Equipment, which may be new or refurbished. However, Merchant shall first return the defective Equipment to PA, and shall be responsible for all shipping and processing fees for the replacement Equipment. Notwithstanding this, PA shall have no obligation to replace Equipment free of charge more than one time within the first twelve (12) month period. PA shall have no other responsibility, obligation or liability with regard to the Equipment.

PA is not the manufacturer of the Equipment. Accordingly, PA makes no warranties, expressed or implied, and disclaims any warranties as to the suitability or merchantability or fitness of the Equipment for any particular purpose, for any negligent design or manufacture of the Equipment, or any software or other computer program provided with or to be used in conjunction with the Equipment. In addition, PA is not responsible for any liabilities, losses, claims, or damages of any kind in any way related to the use of the Equipment and/or PayAnywhere Application, including but not limited to any damage to the device(s) on which the Equipment is used, or to the software, applications or data downloaded or maintained on such device(s). Merchant may not nor may Merchant permit any third party to resell, lease or distribute in any way the Equipment.

Merchant agrees to indemnify and hold PayAnywhere LLC, North American Bancard, LLC and its subsidiaries harmless from and against any and all liabilities, losses, claims, damages, disputes, offsets, claims or counterclaims of any kind in any way related to the use (or misuse) of the Equipment. The costs of processing transactions using the Equipment, including any data transmission charges, shall be governed by Merchant's card processing agreement and are not governed by this Agreement.

Merchant has accepted the following equipment (the "Equipment") by checking one box below:

- ☐ Tablet + Stand (Value of \$895.00)
- ☐ Tablet + Stand + Thermal Printer (Value of \$1195.00) - **REQUIRES PAYMENT OF \$14.95 PER MONTH EQUIPMENT CHARGE**
- ☐ Tablet + Stand + Thermal Printer + Cash Drawer (Value of \$1295.00) - **REQUIRES PAYMENT OF \$19.95 PER MONTH EQUIPMENT CHARGE**

MERCHANT FEES

MONTHLY MINIMUM PROCESSING: BY SIGNING UP FOR THE TABLET PLACEMENT PROGRAM, MERCHANT REPRESENTS AND WARRANTS THAT IT PROCESSES AT LEAST \$5,000 PER MONTH IN VISA/MASTERCARD/DISCOVER/AMERICAN EXPRESS TRANSACTIONS (THE "MONTHLY TARGET AMOUNT"). IF MERCHANT DOES NOT MEET THE MONTHLY TARGET AMOUNT, MERCHANT ACKNOWLEDGES AND AGREES THAT PA HAS THE RIGHT BUT NOT THE OBLIGATION TO CHARGE MERCHANT, AND MERCHANT AGREES TO PAY A \$79.00 FEE FOR EACH AND EVERY COMPLETE CALENDAR MONTH THAT MERCHANT'S MONTHLY PROCESSING WITH THE EQUIPMENT DOES NOT MEET OR EXCEED THE MONTHLY TARGET AMOUNT. **PA WILL GIVE MERCHANT AT LEAST 30 DAYS' NOTICE IF AND/OR WHEN MERCHANT WILL BE CHARGED THE ABOVE DESCRIBED FEES.**



ANNUAL PCI FEE: MERCHANT AGREES TO PAY AN ANNUAL PCI FEE OF \$79.00 IN CONNECTION WITH THE PROCESSING OF TRANSACTIONS (THE "PCI ANNUAL FEE"), WHICH IS SUBJECT TO CHANGE AS SET FORTH IN THE PROCESSING AGREEMENT. THIS FEE IS NECESSARY TO OFFSET THE COSTS ASSOCIATED WITH MAINTAINING COMPLIANCE WITH PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS ("PCI DSS") AND OTHER SIMILAR REQUIREMENTS. THE PCI ANNUAL FEE WILL BE BILLED WITHIN NINETY (90) DAYS OF THE EFFECTIVE DATE OF THE PROCESSING AGREEMENT. THE PAYMENT OF SUCH FEE SHALL NOT RELIEVE MERCHANT OF ITS RESPONSIBILITY TO COMPLY WITH ALL RULES AND REGULATIONS RELATED TO CARDHOLDER DATA SECURITY, INCLUDING WITHOUT LIMITATION THE PCI DSS.

ADDITIONAL EQUIPMENT FEE(S): IF MERCHANT ELECTS TO RECEIVE THE THERMAL PRINTER AND/OR CASH DRAWER, MERCHANT AGREES TO PAY THE MONTHLY FEE SET FORTH ABOVE NEXT TO THE APPLICABLE EQUIPMENT GROUPING.

The terms of the Processing Agreement are incorporated herein by reference, and the Monthly Minimum Processing Fee (if any), PCI Annual Fee and the Monthly Equipment Fee (together, the "Fees"), if any, will be charged and collected in accordance with the Processing Agreement. Subject to the terms of this Agreement and the Processing Agreement, PA reserves the right to change the Fees upon written notice. Merchant must agree to any such Fee changes to continue to use the Equipment.

IMPORTANT: WiFi connectivity is required to process transactions using the Equipment with the PayAnywhere application. Merchant is responsible for all fees, costs and equipment necessary for providing internet connectivity for the proper functioning of the Equipment, as well as knowing the Network SSID and Password.

By signing below, Merchant understands that this Agreement constitutes a legal contract which binds Merchant.

Merchant's Authorized Signer:

PayAnywhere LLC:

Owner's or Officer's Signature and Date

Account Executive Signature and Date

The undersigned, who will derive a benefit from the above Agreement between Merchant and PayAnywhere LLC, hereby guarantees to PayAnywhere LLC, and to its successors and assigns, the full, prompt and complete performance of Merchant and all of Merchant's obligations under such Agreement. The undersigned, by signing below, agrees to be bound by such Agreement and this Guaranty.

Personal Guarantor Printed Name

Personal Guarantor Signature and Date