



Merchant Processing Agreement www.payroc.com 888.477.4510

ISG Number Representative Name	Representative Number Authorization Platform						
Referral Partner Number Referral Partner Name							
I. Business Information							
Doing Business As (DBA) Name	Telephone Number Fax Number						
Business Street Address	City State ZIP Code						
Merchant Website (URL)	Type of Products/Services Sold Years of Operation						
Legal Business Name (if different from above)	Taxpayer Identification Number Contact Email Address						
Billing Street Address (if different from above)	City State ZIP Code						
Organizational Structure: Corporation LLC Sole Proprietor Due to our Go Green initiative all statements are only available electronically through							
2. Payment Processing & Sales							
Are you a seasonal business? Yes No If yes, what are the months of operation of your business? JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC	Average Transaction Amount Highest Transaction Amount Highest Transaction Amount Highest Transaction Amount EMV/Card Present Swiped Telephone Order *Must equal ### ### ### ### ### ### ### ### ### #						
3. Beneficial Owner / Officer / Principal - Government / Municipality Contact Info to be entered here Control Owner / Officer / Principal *Must include all principals owning 25% or greater of entity and at least one individual who significantly controls the legal entity, if any.							
First Name Last Name Home Street Address Email Address	Date of Birth SSN Ownership %* City State Zip Code Business Phone Number Mobile Number						
Beneficial Owner / Officer / Principal First Name Last Name	Date of Birth SSN Ownership % (1)						
riist Name	Date of birth						
Home Street Address	City State Zip Code						
Email Address	Business Phone Number Mobile Number						

Merchant Processing Agreement

4. ACH Information & Funding Choices Name on Bank Account Transit (ABA Routing) Number Account Number (Credits & Debits) Name on Bank Account (Debits only, if applicable) Transit (ABA Routing) Number (Debits only) Account Number (Debits only) Funding Choices: Standard - included in batch fee Next Day Funding Per Month Same Day Money Express⁽²⁾ Per Month Please refer to Funding Terms and Conditions in the Terms and Conditions for more detail regarding funding options (2) 4 a.m. Cut-off CST 5. Payment Card Acceptance Standard Card Acceptance VISA MasterCard Cards Discover Cards American Express OptBlue Visa Cards Debit Cards ONLY *You may select any card type in accordance with Card Networks Operating Regulations **Specialty Card Acceptance** American Express (retained/ESA)(3) PIN-based Debit Pricing(3) WrightExpress(WEX)(3) Electronic Benefits Transfer (EBT)(3) FNS Number Existing AMEX Merchant Number Existing WEX Merchant Number Per Transaction Per Transaction Additional Discount (%) Per Transaction Per Transaction Debit Monthly Access (3) Only enabled when per transaction fee is populated above American Express OptBlue By signing below Merchant agrees to accept American Express Transaction Cards (as defined in the Agreement) pursuant to Processor's Direct Settlement Program (the "Processor Amex Program"). Merchant hereby agrees with Processor to be bound by the terms and conditions of the Processor Amex Program, which shall include this Agreement, the Terms and Conditions incorporated by reference in this Agreement, the Terms and Conditions for American Express OptBlue, in connection with accepting American Express Transaction Cards. Merchant acknowledges that this agreement regarding the Processor Amex Program is between Processor and Merchant. By checking the box below, Merchant opts out of receiving future commercial marketing communications from American Express. Note that you may continue to receive marketing communications while American Express updates its records to reflect your choice. Opting out of commercial marketing communications will not preclude you from receiving important transactional or relationship messages from American Express. Name Title Date Sign Here I choose to opt out of receiving future commercial marketing communications from American Express

6. Rates & Fees *Only one pricing option available per application

Interchange Plus(4)		Visa/Mastercard/Discover American Express OptBlue		oress OptBlue		
		Processor Assessment %	Per	Processor Assessment %	Processor Assessment % Per	
☐ Tiered		on \$ Volume	Transaction ⁽⁵⁾	on \$ Volume	Transaction ⁽⁵⁾	
Flat Rate ⁽⁶⁾	Regulated Check Card	%	\$	%	\$	
	Unregulated Check Card	%	\$	%	\$	
	Qualifed Rate	%	\$	%	\$	
	Mid Qualifed Rate	%	\$	%	\$	
	Non Qualifed Rate	%	\$	%	\$	
	Premium Rate	%	\$	%	\$	
	_					
	Flat Rate	%	\$			
(4) Only Pricing Model able to use Enhanced Interchange Service Program. (5) Per transaction rate will be applied to each instance of Batch / Authorization Only / Decline in addition to the amounts set forth above you agree to pay Card Network Fees and other fees as set forth in Section 10A of the Terms and Conditions. (6) If Flat Rate Pricing plan selected Processor Assessment on Volume & Per Transaction fees apply to ALL card types and includes: IBX Virtual Terminal & Gateway, Platinum Security/PCI, Monthly Maintenance Fee, Next Day Funding (for qualified merchants only). A monthly minimum charge of \$25 applies to this program. If your processing fees are less than \$25 in any given month, you will be charged the difference between your fees and \$25.						
RewardPay Signature Debit / Prepaid Cards Only Choose an Option:						
Monthly Subscription	Interchange Plus ⁽⁸⁾ : % on debit/prepaid dollar volume + per debit/prepaid transaction					
\$	Flat Rate:	% on debit/pr	epaid dollar volume +	per de	ebit/prepaid transaction	
RewardPay Credit Card Fees						
% charged to cardholder at point of sale on credit card dollar volume processed ⁽⁹⁾ No Tips Prompt For Tip Tip Adjust						
% charged to merchant on credit dollar volume processed at month end Estimated Tip Percentage, if applicable						
(7) PIN Debit not supported by the	, ,					
(8) For Interchange Plus, Merchant authorization, batch, authorization	also agrees to pay Interchange, Card Netwo	ork Fees and other fees as set fo	rth in the Terms and Conditions.	Per transaction fee will be applied	d to all transactions including an	
	s deducted daily from Merchant Settlement;	Daward Day Dragram is sampling	st with Card Naturally aurabarea	rules and Marchant bareby outbar	inna Prancessar ar Paul, ta	
register Merchant as required by t		Rewardray Program is compilar	it with Card Network surcharge	rules and ivierchant hereby author	izes Processor or Bank to	
	Your CashRewards Pricing Plan in	n al calan all Man /MantanCana	I/Diagover/Amarican Evens	- OntBlue InterChange and C	Savel Makesauls Eage	
	four CashRewards Fricing Flan II	nciudes all visa/iviasterCard	/Discover/American Expres	s Optiblue InterChange and C	Jard Network Fees.	
☐ CashRewards	_					
Monthly Subscription	Discou	unt Rate % on Volume Pro	cessed ⁽¹⁰⁾ Per T	ransaction ⁽¹⁰⁾		
\$						
(10) Discount Rate % and Per Transaction deducted daily, Monthly Subscription billed monthly						
. Municipality	Service fee includes InterCha	nge and Card Network Fee	es and other fees as set fort	h in Section 10L of terms and	conditions	
A service fee of% (\$minimum) will be assessed to the Cardholder on each transaction.					n each transaction.	

Account Updater(11) Wireless Processing Mobile Processing Enhanced Interchange Service Setup (one-time) Setup (one time) Enrollment Fee (one time) Setup (one-time) Per User EIS Credit Percentage to Merchant Monthly Per Transaction Per Update Network Monthly Local Tax Rate⁽¹²⁾ Network Monthly Access (12) Refer to section 10L of the terms and conditions for details that specify 1.) the monthly Per Transaction (11) The Account Updater Amendment is calculation of the Enhanced Interchange Service - credit, and, 2.) if the local tax rate is left required in order to complete setup blank, Merchant authorizes Processor to input the current tax rate from commercially available tax lookup tables using the Merchant's Business Information zip code. Address Verification (AVS) Per Occurrence Gateway Monthly Online Portal Access Software Integration Gateway Name Software Name Annual Fee Platinum Security/PCI \$155.40 Annually⁽¹⁴⁾ \$12.95 Monthly Installation, License, Activation (one-time) Set up (one-time) Bill in June December Monthly Maintenance Monthly Minimum Regulatory Assistance Program⁽¹³⁾ Gateway Monthly Monthly Usage Voice Authorization Per Occurrence \$0.95 PCI Non Compliance Per Transaction Per Transaction \$19.99 Chargeback Per Occurence \$25.00 Payroc Advantage⁽¹⁵⁾ Vault/Tokenization Monthly Additional User License Fee Retrieval Per Occurence \$15.00 (13) Billed annually in March to merchants boarded prior to December 1st of the previous year Additional Location Fee Vault/Tokenization Per Transaction (14) Billed annually on the 3rd month after the merchant's approval date (15) Refer to the Payroc Advantage Section in section 10F of the Terms and Conditions. Early Termination: Refer to Section 15E Terms and Conditions PCI Non-Compliance: Refer to Section 3I of the Terms and Conditions Merchant Acceptance The undersigned represents and warrants to Processor and Bank that all of the terms and conditions of this Merchant Processing Agreement consisting of this entire document in addition to any other documentation or addendum has been received and reviewed in its entirety, is true and correct, and sets forth the Agreement between Processor, Bank and MERCHANT. Also, the undersigned authorizes Processor and Bank (and their representatives) to investigate the credit of each person listed on the Agreement and represents that the undersigned has the authority to provide information and execute this Agreement with Processor and Bank. Processor and Bank shall accept this Agreement at its offices following underwriting and approval, by the assignment to MERCHANT of a merchant processing identification number. As per Sections 6, 8A and 10A of the Terms and Conditions, by signing the Agreement you hereby authorize Processor and Bank (and its vendors and agents), using the ACH system or other electronic means, to initiate such credit and debit entries to the settlement account (or at any other account maintained by you at any institution that is a receiving member of ACH) all in accordance with this Agreement. This authorization is to remain in effect until such time as all of your obligations to Processor and Bank have been paid in full. IMPORTANT MEMBER BANK RESPONSIBILITIES: Member Bank: Fifth Third Bank (see Section 19N of the Terms and Conditions for contact information) 1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant. 2. A Visa Member must be a principal to the Merchant Agreement. 3. The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply. 4. The Visa Member is responsible for and must provide settlement funds to the Merchant. 5. The Visa Member is responsible for all funds held in reserve that are derived from settlement. 1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain fraud and chargeback below thresholds. 3. Review and understand the terms of the Merchant Agreement. 4. Comply with Operating Regulations. The responsibilities listed above do not supersede the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems Please initial to confirm that you have received a copy of the Terms and Conditions. (Terms and Conditions) Initial Here *Processor delivers the Terms and Conditions in your Welcome Kit, which is sent to you via email; the Terms and Conditions are also available at www.payroc.partnerengage.com. Title Name Date Sign Here **Personal Guaranty** The undersigned guarantees to Processor and Bank the performance of this Agreement and any addendum or amendment thereto, including payment of all sums due and any attorneys fees and costs associated with enforcement of the terms thereof. Neither Processor nor Bank shall be required to first proceed against Merchant or enforce any other remedy before proceeding against the undersigned. This is a continuing guarantee and shall not be discharged or affected by death of the undersigned and shall bind the heirs, administrators, representatives, and assigns and may be enforced by or for the benefit of any successor processor. The term of this guarantee shall be for the duration of the Agreement and any addendum thereto and shall guarantee all obligations which may arise or occur during the term thereof though enforcement shall be sought subsequent to any termination. This guaranty is subject to, and incorporates herein, the Arbitration provisions, including governing law and venue, set forth in Section 19 of the Terms and Conditions. Name Date Sign Here

6. Rates & Fees Continued

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Merchant Name: _____ App #: _____

ソン	CAPITAL FUNDING, LLC	www.payroc.com	888.477.4510

Terminal Set Up Information					
□ Ship □ File Only Quantity Terminal Type: □ Ship □ File Only Quantity Terminal Type					
Pin Debit: Yes No	If shipping equipment, Please provide information listed below.				
Pin Pad: Internal External Quantity Pin Pad Type:	Name Phone				
Connection Type: Dial-Up Ethernet Wireless WiFi Mobile	Street				
EBT: Yes No FNS#	City State Zip				
Application Type: No Tip Tip Line/Adjustment Lodging Prompt for Tip Quick Pay/QSR Fuel	Retail / Moto: AVS Purchase Card / Level 2 Invoice # Prompt CVV 2 Multi Merchant Parent MID#				
Payment Terms:	Restaurant: Servers Number of Servers Suggested Tip % % %				
Choose one of the following payment types.					
ACH Merchant ACH ISG Residual Payment ISG	Auto-Close++ Time RewardPay %				
Receipt Footer:					
VAR / GATEWAY / POS	S SETUP INFORMATION				
VAR Setup: Quantity	Gateway Setup - Virtual Terminal Only				
PC/Internet Software Name Version#	- Will the cards be present? ☐ Yes ☐ No Recurring Billing? ☐ Yes ☐ No				
Gateway/Middleware Name (if Applicable) Version#	Card Reader Type				
Direct Reseller Contact Name Phone #	Merchant Email:				
Gateway Type: IBX iTransact NMI PayTrace Auth.net Other					
Primary User Email User Type: Admin	Gateway Setup Processor Representative				
Mobile # Carrier	- Topicsonianto				
Additional Users: Email User Type: Admin/Member	Apply for new account? Yes No Website:				
Email User Type: Admin/Member	Shopping Cart Name:				
Email User Type: Admin/Member	Merchant Email:				
Email User Type: Admin/Member					
Customer Vault Level 2/3 Tax Rate%	Web Developer Name & Phone #				
Recurring Billing Mobile Auto settle time:	Billed By: Processor 3rd Party Gateway				
Comments:	If Billed by 3 rd Party: Setup: \$				
	Monthly: \$ Transaction Fee: \$				
REPRESENTATIVE VERIFICATION	_				
I certify the information in this Agreement is true and correct to the best of my knowledge and is as represented by the Merchant:					
Sign Here REPRESENTATIVE VERIFICATION Name	Title				

Teletrain: ☐ PROCESSOR ☐ AGENT