

MERCHANT PROCESSING APPLICATION



New Account
 Additional Location
 Change of Ownership
 Sales Rep: _____ Sales Rep Phone: _____ Sales Rep Email: _____
 Sales Rep Fax: _____ Merchant ID (MID): _____ MCC Code: _____

BUSINESS INFORMATION:

| | | | |
|--|--|--|--|
| DBA (Doing Business As) Name: | | Business/Corporate Name: (as shown on your Income Tax Return) | |
| Location Address: | | City: | State: Zip: |
| Statement Mailing Address: | | City: | State: Zip: |
| Business Phone Number: | | Business Fax Number: | |
| Email: | | Website: | |
| Bank Name: | Name on Bank Account: | Checking Account #: | Bank Routing #: |
| Federal Tax ID: □□□□□□□□ | | TIN Type: <input type="checkbox"/> EIN <input type="checkbox"/> SSN | Contact Name: |
| Type of Merchant: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit Other _____ | | | Statement Option Type: <input type="checkbox"/> Electronic <input type="checkbox"/> Paper |
| Business Processing Category: <input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> MOTO <input type="checkbox"/> Internet <input type="checkbox"/> Other _____ | | | |
| Merchandise/Services Sold: | | | Years in Business: |
| Currently accept Visa/MasterCard/Discover/AXP? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Seasonal Merchant: <input type="checkbox"/> Yes <input type="checkbox"/> No | If yes, indicate active months: J F M A M J J A S O N D □□□□□□□□□□ | |
| Percent of Business: (must equal 100%) Card Swipe: _____% Manually Keyed: _____% Phone/Mail Order: _____% Internet: _____% Total: <u>100</u> % | | | |
| Avg Ticket: | High Ticket: | Avg Monthly Volume: | High Monthly Volume: |
| Transaction Descriptor to Appear on Cardholder's Statement: □□□□□□□□□□□□□□□□□□□□ | | | Customer Service Phone Number to Appear on Cardholder's Statement: |

OWNERS AND OFFICERS: List all owning 25% or more business equity. Use addendum to list additional

| | | | | |
|--------------------|-------------------|------------------|----------------|-------------------|
| Name: | Title: | Applicant's SS#: | Date of Birth: | Equity Ownership: |
| Residence Address: | City, State, Zip: | | Phone Number: | |
| Name: | Title: | Applicant's SS#: | Date of Birth: | Equity Ownership: |
| Residence Address: | City, State, Zip: | | Phone Number: | |

PRIMARY CONTROL CONTACT: List person responsible for control/management of account (CEO, COO, Manager, etc.).

| | | | | |
|-------|--------------------|-------------------|----------------|------|
| Name: | Residence Address: | City, State, Zip: | Date of Birth: | SS#: |
|-------|--------------------|-------------------|----------------|------|

SERVICES REQUESTED:

| | |
|---|---|
| American Express Volume > \$1,000,000 <input type="checkbox"/> Yes* <input checked="" type="checkbox"/> No* Account#: □□□□□□□□ | Discover Retained SE#: □□□□□□□□□□ |
| EBT: <input type="checkbox"/> Cash Benefits <input type="checkbox"/> Food Stamp (SNAP)* □□□□□□□□□□□□□□ | PIN DEBIT (ex. STAR, NYCE, INTERLINK, PULSE, MAESTRO) |

Accepting all MasterCard, Visa, Discover Network, and American Express transactions (presumed unless any selections below are checked)

| | | | |
|--|---|--|---|
| MasterCard <input type="checkbox"/> Credit Transactions Only <input type="checkbox"/> Non-PIN Debit Trans | Visa <input type="checkbox"/> Credit Transactions Only <input type="checkbox"/> Only Non-PIN Debit Trans | *Discover Network <input type="checkbox"/> Credit Transactions Only <input type="checkbox"/> Only Non-PIN Debit Trans | *American Express <input type="checkbox"/> Credit and Prepaid Card Transactions |
|--|---|--|---|

*Discover full-acquired unless ineligible for program (e.g. Discover retained merchants provide your Discover SE# above)
 *AXP full-acquired unless ineligible for program (e.g. merchants over \$1MM annual AXP volume, prohibited or do-not-sign merchants) provide your AXP-direct account SE# above.

All questions regarding this application should be directed to:
 North American Bancard, LLC
 250 Stephenson Hwy
 Troy, Mi 48083
 1-866-485-8999

All questions regarding merchant processing should be directed to:
 North American Bancard, LLC
 250 Stephenson Hwy
 Troy, Mi 48083
 1-866-485-8999

BMO Harris Bank
 Initials _____

PRICING SCHEDULE

Retail Moto/Internet Interchange Plus Tiered

Interchange, dues, & assessments + _____ bps
Transaction Fee: \$ _____

Qualified discount rate: _____ %
Qualified discount rate (check card): _____ %

For details regarding mid-qualified and non-qualified surcharges, please see page 3 section 1.14 of the terms and conditions. For purposes of this agreement the mid-qualified surcharge* is _____ % (\$ _____ per \$100.00) + \$ _____. For purposes of this agreement the non-qualified surcharge is _____ % (\$ _____ per \$100.00) + \$ _____. Card association assessments will be passed through.

*mid-qualified surcharge only applicable to retail tiered merchants

OTHER FEES

| | | |
|---|--|-------------------------------------|
| Touch Tone Transactions: _____ | PayAnywhere Transaction Fee: _____ | Internet Transaction Fee: _____ |
| T & E Draft Capture Transactions: _____ | Free Tablet Printer (Monthly): _____ | Monthly Minimum Discount Fee: _____ |
| Address Verification: _____ | Free Tablet Printer/Cash Drawer (Monthly): _____ | Monthly Basic Service Fee: _____ |
| Batch Header: _____ | Monthly Internet Gateway Fee: _____ | Statement Mailing Fee: _____ |
| Interchange Fee Passthrough _____ | Wireless Transaction Fee: _____ | Chargeback Fee: _____ |
| Credit _____ | Wireless Network Access (Monthly): _____ | Retrieval Fee: _____ |
| Check _____ | Wireless Activation Fee: _____ | Account Set-Up Fee: _____ |
| Monthly Software Fee (per device): _____ | Debit Transaction: _____ | Annual Fee: _____ |
| PayAnywhere Gateway (Monthly): _____ | Debit Gateway (Monthly): _____ | NSF Fee: _____ |
| PayAnywhere Add'l Unit Gateway (Monthly): _____ | EBT Transaction Fee: _____ | PCI Compliance Fee (Annual): _____ |

| | | |
|---|---------------------------------------|-------------------------------------|
| MasterCard Network Access Fee: \$0.0208 | Discover Network Access Fee: \$0.0195 | PayPal Network Access Fee: \$0.0185 |
| Visa Network Access Fee: \$0.0218 | American Express Access Fee: 0.15% | |

I acknowledge that I will receive 60 days of free, premium access to the Payments Hub, after which I will be charged a monthly fee of \$14.95 for continued premium access, which includes an equipment warranty program and free supply ordering. I understand that I may opt out of this premium access at any time while still enjoying the free features of the Payments Hub by emailing support@paymentshub.com or calling 877-464-4218.

CERTIFICATION & AGREEMENT

Merchant acknowledges that you have accessed our Merchant Processing Agreement ("Agreement") at www.myresourceportal.com/bmo_agreement. By signing below, Merchant agrees to all terms and conditions contained therein. From time to time, the Agreement may be updated. When this occurs, Agent will notify Merchant electronically (or by delivery method selected by Merchant at time of disclosure) when such updates have been made. Merchant acknowledges that continued use of Agent Merchant services after the update signifies Merchant Acceptance of updated Agreement. 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 ("Application") and previously referenced Agreement, and certifies that all information provided in association with this Application is true, correct and complete. By signing below on behalf of Merchant, you authorize Member/Bank and/or Agent to order a consumer credit report on you and/or Merchant, 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 purposed associated with the Merchant account. A Merchant's submission of a transaction to Agent shall be deemed to signify Merchant's acceptance of the Agreement, including the terms and conditions herein.

Merchant: By _____
(Merchant Principal or Corporate Officer Signature)

(Print Name)

Merchant: By _____
(Merchant Principal or Corporate Officer Signature)

(Print Name)

Date: _____

Date: _____

PERSONAL GUARANTY

In consideration of Agents and Bank's acceptance of this Agreement, the undersigned Guarantor (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to Agent and Bank under the Agreement, and payment of all sums due hereunder, and in the event of default, hereby waives notice of default and agrees to indemnify Agent and Bank for all funds due from Merchant pursuant to the terms of the Agreement. Guarantor waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant, and further waived any and all rights or defenses arising by reason of any modification or change in the terms of the Agreement whatsoever, including, without limitation, the renewal, extension, acceleration, or other change in the time any payment or other performance hereunder is due, and/or any change in any interest or discount rate or fee hereunder. Guarantor confirms that Guarantor, collectively or individually, is a party to the Agreement and, unconditionally and specifically authorizes Agent and Bank, or its authorized agent, to debit any overdue fees, costs, chargebacks, fines, fees, penalties, expenses or obligations under the Agreement and/or any contractual relationship with Agent and Bank from any personal checking or other account owned or controlled by Guarantor, and further to report any default hereunder on Guarantor's personal Credit Bureau Report. Guarantor agrees to pay all costs and expenses of whatever nature, including attorney's fees and other legal expenses, incurred by or on behalf of Bank in connection with the enforcement of this Guaranty.

Merchant: By _____
(Guarantor Signature)

(Print Name)

Merchant: By _____
(Guarantor Signature)

(Print Name)

Date: _____

Date: _____

BANK DISCLOSURE

Merchant Bank Information

BMO Harris Bank ("Bank")
150 N. Martingale Road, Suite 900
Schaumburg, IL 60173
847-240-6600

Important Bank Responsibilities

1. Bank is the only entity approved to extend acceptance of VISA products directly to a Merchant.
2. Bank must be a principal to the Merchant Agreement.
3. Bank is responsible for educating Merchants on pertinent VISA Operating Regulations or such pertinent rules and regulation of MasterCard International with which merchants must comply. Merchant acknowledges it has read and understood, or seek clarification from Agent or the Bank, all such rules and regulations before submitting a transaction for processing by Agent and Bank.
4. Bank is responsible for and must provide settlement funds to the Merchant.
5. Bank is responsible for all funds held in reserve that are derived from settlement.

Merchant Information

Merchant Name: _____

Merchant Address: _____

Merchant Phone: _____

Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with VISA, MasterCard, And American Express and Discover Operating Regulations.
5. You may download Visa Regulations from Visa's website at: <https://usa.visa.com/support/small-business/regulations-fees.html>
6. You may download MasterCard Regulations from MasterCard's website at: <http://www.mastercard.com/us/merchant/support/rules.html>
7. You may download the American Express Merchant Operating Guide from American Express' website at: <http://www.americanexpress.com/merchantopguide>
8. You may download additional merchant information from Discover Network's website at: <http://www.discovernetwork.com/merchants/index.html>

The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the VISA Member– Bank –is the ultimate authority should the Merchant have any problems.

Merchant's Signature

Date

Merchant's Printed Name & Title