



12202 Airport Way Suite 100
Broomfield, CO 80021
www.TSYS.com

800-449-8012
877-269-6970

Merchant Account # _____ MCC/SIC: _____

Agent # _____ Sales Director _____

- New Setup Change of Ownership
 Add Location Change of Business Structure

MERCHANT PROCESSING APPLICATION & AGREEMENT

W9 INFO	Legal Business Name: (As it appears on IRS tax documents):		Address for IRS/Compliance Notices (If different than DBA address given below):	
	Taxpayer Identification Number (Must be 9 digits): <input type="checkbox"/> EIN <input type="checkbox"/> SSN		City:	State/Zip:
	Type of Ownership: <input type="checkbox"/> Sole Prop. <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Gov't. <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt <input type="checkbox"/> Non-Profit		Legal Phone:	Fax Number:

DBA INFO	Doing Business As Name (As it appears on receipts):		DBA Address (Street address other than PO Box):		
	DBA Phone:	Business Website:	City:	State/Zip:	
	Business Email: (Required)		Business Location: <input type="checkbox"/> Store Front <input type="checkbox"/> Home <input type="checkbox"/> Office	Hours of Operation:	Business Open Date:

BUSINESS INFO	Merchant Type: <input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Government <input type="checkbox"/> Utility <input type="checkbox"/> Mail/Phone <input type="checkbox"/> Prof. Services <input type="checkbox"/> Retail w/ Tip <input type="checkbox"/> Internet <input type="checkbox"/> Business to Business: B-2-B _____% B-2-C _____%		Swiped % _____	Specific Type of Product(s)/Service(s) Sold: <input type="checkbox"/> Fulfillment House Used	
	Requested Monthly Sales Limit: \$		Keyed % _____	Number of Days Until Product/Service is delivered:	
	Requested Highest Ticket: \$		eCommerce % _____	MasterCard/Visa/Discover sales: Transactions are settled: <input type="checkbox"/> Date of Order <input type="checkbox"/> Date of Shipment	
	Average Ticket: \$		Mail Order % _____	Return Policy: <input type="checkbox"/> Refund w/in 30 days <input type="checkbox"/> Exchange Only <input type="checkbox"/> None <input type="checkbox"/> Other:	
			TOTAL % 100	Who is the applicant's current merchant services provider? (Please provide previous processing statements):	

FUNDS TRANSFER: In accordance with the terms set out in the Terms and Conditions, transfer funds will be made to/from the account set forth on the attached voided check or bank letter.

BENEFICIAL OWNER AND OFFICER INFO	A. The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25% or more of the equity interests of the legal entity or sole proprietorship for which the account is being opened.					
	Name of Owner:	Social Security Number (SSN): Non-U.S. Person: SSN, Passport Number and Country of Issuance ¹ :	Date of Birth:	Percent Owned: (%)	Residential Address, City, State, Zip:	Residential Phone Number:
B. The following information for one individual with significant responsibility for managing the legal entity listed above, such as: An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or any other individual who regularly performs similar functions. (If appropriate, an individual listed under section A above may also be listed in this section B.)						
Name of Officer/Manager and Title:	Social Security Number (SSN): Non-U.S. Person: SSN, Passport Number and Country of Issuance ¹ :	Date of Birth:	Percent Owned: (%)	Residential Address, City, State, Zip:	Residential Phone Number:	
¹ In lieu of a passport number, Non-U.S. persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard. Privacy Policy can be found at www.tsys.com.						
Name and Title of person Opening Account who by signing page 3 of this application is certifying (i) that, to the best of his/her knowledge, the information provided in this section 3 is complete and correct, and (ii) that the information provided in Sections 1 and 2 about the legal entity for which the account is being opened is complete and correct.				Name:		
				Title:		

SITE SURVEY	Did the agent meet with the business owner in person?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Under the penalty of perjury and accountability, I hereby certify I personally conducted this premises inspection described above and hereby certify that this business is legitimate and have verified the identification of the above listed principal(s):
	Does the business have proper signage clearly indicating the DBA?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	Does the interior of the business reflect the types of products or services sold?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	If the site survey was not completed, how was the data sourced? <input type="checkbox"/> Online Lead <input type="checkbox"/> Other:		
Type of Building:	Square Footage (approximate):		Independent Sales Agent Signature: _____
			Independent Sales Agent Name: _____

TIERED/FLAT PRICING	PASS-THROUGH PRICING	AMERICAN EXPRESS	PIN-DEBIT	MISCELLANEOUS FEES
Check Card Rate: ____ . ____ %	IC + : <u>0</u> . ____ %	Qualified Rate: ____ . ____ %	Network Fee: ____ . ____ %	Monthly Statement Fee \$9.50
Qualified Rate: ____ . ____ %	Transaction Fee: \$ <u>0</u> . ____	Mid-Qualified Rate: ____ . ____ %	Transaction Fee: \$ <u>0</u> . ____	Monthly Minimum \$25.00
Mid-Qualified Rate: ____ . ____ %		Transaction Fee: \$ <u>0</u> . ____	<input type="checkbox"/> Flat <input type="checkbox"/> Pass-through	Per Batch Fee 25¢
Non-Qualified Rate: ____ . ____ %		+ 0.50% for manual entry	If no pin-debit fees are filled in the default rate of 0.85% + \$0.35/trans will be assessed to the account if actual PIN-debit transactions are processed.	Application & Setup Fee \$195
Transaction Fee: \$ <u>0</u> . ____		<input type="checkbox"/> Pass-through		

SCHEDULE OF FEES

If MERCHANT is approved for this (3) year MERCHANT account, any cancellation by MERCHANT of this agreement within three (3) years from date of approval, or in the event that TSYS terminates the agreement pursuant to section 5.3 of the Terms & Conditions, the MERCHANT will be subject to the applicable Early Termination Fees (ETF) and MERCHANT will be charged a fee for such early termination equal to (i) \$500.00 if terminated before completion of the first year of the Term; or (ii) \$375 if terminated after completion of the first year of the INITIAL TERM but prior to the end of the second year; or (iii) \$300.00 if terminated after completion of the second year of the INITIAL TERM but prior to the end of the third year period of the INITIAL TERM. At the expiration of the INITIAL TERM, this AGREEMENT will automatically renew for successive year period ("RENEWAL TERM") unless terminated as set out according to the TERMS & CONDITIONS. MERCHANT agrees that the ETF shall also be due to TSYS in accordance with this schedule if MERCHANT discontinues submitting SALES for processing during the INITIAL TERM or any RENEWAL TERM of the AGREEMENT. MERCHANT agrees that this fee is not a penalty, but rather a reasonable estimation of the actual damages TSYS would suffer if TSYS were to fail to receive the processing business for the then current term. Paragraph references and capitalized terms not defined in this paragraph are defined in the TERMS & CONDITIONS (@ www.tsys.com/documents). Please call our Customer Support team at 800-449-8012 with questions.

INITIAL HERE → Merchant Initials: _____

A PCI Annual Compliance Fee of \$99.50 will be assessed to the merchant account. If Compliance requirements are not met within the first 2 months of the Agreement, a \$27.90 Monthly Non-Compliance fee will be charged to the merchant account, which includes automatic required enrollment to the Card Compromise Assistance Plan, until Compliance is achieved. After compliance is achieved, the Card Compromise Assistance Plan Monthly Fee of \$7.95 is optional. Please see Card Compromise Assistance Plan terms at www.tsys.com/documents. Annual PCI Compliance Fee is billed on the January billing statement of each calendar year. Merchants who have signed up less than 60 days from this date are exempt from the said fee for the year. If the combination of the taxpayer identification number & legal name do not match Internal Revenue Services (IRS) records within the first 2 months of the Agreement, a \$25.00 Monthly Regulatory and Compliance Support Fee will be charged to the merchant account.

A \$25.00 fee will be charged per instance of chargeback and/or retrieval. The following Association-related fees, as adjusted or allocated by TSYS, may be assessed to merchant: Assessments, MasterCard Network Access Brand Usage Fee, Visa Network Acquirer Processing Fee, Visa International Acquirer Fee (including High Risk), Discover Data Usage Fee, MasterCard AVS Card Present Fee, MasterCard Account Status Fee, MasterCard AVS Card Not Present Fee, MasterCard Processing Integrity, Visa Debit Transaction Integrity, Visa Fixed Acquirer Network Fee, Discover Network Authorization Fee, MasterCard CVC2 Transaction Fee, All Other Applicable Association Fees. The following fees will also be assessed at TSYS rates: the MC (MasterCard) Per Location Fee, and the Total System Services Network fee (TSSNF).

VISA DISCLOSURE	Member Bank Information: First National Bank of Omaha 1620 Dodge Street, Omaha, Nebraska 68197 800-853-9586	Merchant Information:
	Important Member Bank Responsibilities: <ol style="list-style-type: none"> A Visa Member is the only entity approved to extend acceptance of VISA products directly to a Merchant A Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply The Visa Member is responsible for and must provide settlement funds to the Merchant The Visa Member is responsible for all funds held in reserve that are derived from settlement A Visa Member must be a principal (signer) to the Merchant Agreement. 	Important Merchant Responsibilities: <ol style="list-style-type: none"> Ensure compliance with cardholder data security and storage requirements Maintain fraud and chargebacks below thresholds Review and understand the terms of the Merchant Agreement. Comply with VISA Operating Regulations. <p>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.</p>
		Merchant Name: _____ Merchant Address: _____ Authorized's Name: _____ Authorized's Signature: _____

MERCHANT has indicated which services it is requesting. MERCHANT agrees that BANK and Central Payment dba TSYS Independent Partner Sales ("TSYS") are not a party to any agreement for services from the following companies: American Express (See AMEX T&C @www.TSYS.com/amexterms), Discover Network, and/or PayTrace, and that any such agreements are strictly between MERCHANT and each individual company. MERCHANT further agrees and acknowledges that BANK is not a party to any agreement for products or services related to gift cards, gift cards customized gift cards or any gift card program mentioned herein including, but not limited to giftcard.TSYS.com. MERCHANT must be approved by each company and each company may send its agreement to the address of MERCHANT indicated herein upon such approval. MERCHANT agrees to be bound by such company's agreement. DISCOVER: By signing below, Merchant, CPAY and TSYS Merchant Solutions, LLC ("TMS") agree to the terms of the TMS Discover Agreement and separately to the TMS American Express Agreement. TMS is not a party to the Merchant Transaction Processing Agreement. MERCHANT must identify all third party agents involved in the payment process that may have access to cardholder data.

CONTINUING PERSONAL GUARANTY PROVISION - PERSONAL GUARANTOR(S):

THIS general, absolute, and unconditional continuing Guaranty ("GUARANTY") by the undersigned (collectively "GUARANTOR" or "my" or "I" or "me"), is for the benefit of Central Payment dba TSYS Independent Partner Sales and/or First National Bank of Omaha (each a "Guaranty Party" and "Collectively the "Guaranty Parties"). For value received, and in consideration of the mutual undertakings contained in the Merchant Transaction Processing Agreement and allied agreements ("AGREEMENT") between the Guaranty Parties and MERCHANT as set forth below, I absolutely and unconditionally guarantee the full performance of all MERCHANT's obligations to the Guaranty Parties, together with all costs, expenses, and attorneys' fees incurred by any Guaranty Party in connection with any actions, inactions, or defaults of MERCHANT. I waive any right to require the Guaranty Parties to proceed against other entities or MERCHANT. There are no conditions attached to the enforcement of this GUARANTY. I authorize the Guaranty Parties, their respective agents or assigns to make from time to time any personal credit or other inquiries and agree to provide, at request, financial statements and/or tax returns. I agree that this GUARANTY shall be governed and construed in accordance with the laws of the state of Nebraska, and that the courts of the state of Nebraska shall have and be vested with personal jurisdiction over me. This is a continuing GUARANTY and shall remain in effect until one hundred eighty (180) days after receipt by the Guaranty Parties of written notice by me terminating or modifying the same. The termination of the AGREEMENT or GUARANTY shall not release me from liability with respect to any obligations incurred before the effective date of termination. No termination of this GUARANTY shall be effected by any change in my legal status or any change in the relationship between MERCHANT and me. This GUARANTY shall bind and inure to the benefit of the personal representatives, heirs, administrators, successors and assigns of GUARANTOR and the Guaranty Parties.

SIGN HERE → _____
Guarantor Signature Date Printed Name of Signer Title

By their execution below the undersigned parties agree to abide by the Merchant Transaction Processing Agreement (the "AGREEMENT"). The AGREEMENT consists of the Merchant Application and the Terms and Conditions (a separate attachment hereto), and MERCHANT acknowledges that it has received and read the terms and conditions at the time of signing. MERCHANT warrants that the information provided on the Merchant Application is complete and accurate. MERCHANT authorizes TSYS and/or BANK to provide a copy of this Merchant Application to any third party for the services requested. MERCHANT, and its signing officer/owner/partner, authorize TSYS and/or BANK, or its agents or assigns, to make from time to time, any business and personal credit and other inquiries. If applicable, MERCHANT agrees by its signature below to the TMS American Express Agreement and the TMS Discover Agreement. TMS is not a party to the Merchant Transaction Processing Agreement. In witness whereof the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives effective on the date signed or approved by BANK.

SIGN HERE → _____
Principal #1 Signature Date Printed Name of Principal #1 Title

SIGN HERE → _____
Principal #2 Signature Date Printed Name of Principal #2 Title