Merchant Account # \_\_\_\_ \_\_\_\_\_ MCC/SIC: \_\_\_ Central Payment Co., LLC d/b/a Global Payments \_\_\_\_ Sales Director \_\_\_ One Heartland Way Change of Ownership Jefferson, IL 47130 ☐ New Setup Add Location Change of Business Structure www.TSYS.com 800-449-8012 MERCHANT CARD PROCESSING APPLICATION & AGREEMENT 877-269-6970 Legal Business Name: (As it appears on IRS tax documents): Address for IRS/Compliance Notices (If different than DBA address given below): W9 INFO Taxpayer Identification Number (Must be 9 digits): City State Zip □EIN □ SSN Type of Ownership: Legal Phone: Fax Number: Sole Prop Corporation LLC Gov't Partnership Tax Exempt Non-Profit Doing Business As Name (As it appears on receipts): DBA Address (Street address other than PO Box): DBA INFO **DBA Phone Business Website:** State Zip Business Email: (Required) Business Location: Hours of Operation: Business Open Date: ☐ Store Front ☐ Home ☐ Office Merchant Type: Specific Type of Product(s)/Services Sold: Fulfillment House Used Swined Retail Restaurant Government Number of days Until Product/Service is delivered: BUSINESS INFO Utility Mail/Phone Prof. Services Keyed Mastercard/Visa/Discover sales: Retail w/ Tip Internet Business to Business: eCommerce % % B-2-C Transactions are settled: Date of Order Date of Shipment B-2-B Requested Monthly Sales Limit: Return Policy: Mail Order % Refund w/in 30 days Exchange Only None Other: Requested Highest Ticket: \$ Who is the applicant's current merchant services provider? (Please provide Total % 100 Average Ticket: \$ 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. A. The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25% of 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): Date of Residential Address, City, State, Zip: Residential Phone Percent Non-U.S. Person: SSN, Passport Birth: Owned: Number: BENEFICIAL OWNER AND OFFICER INFO Number and Country of Issuance (%) 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/ Social Security Number (SSN): Date of Percent Residential Address, City, State, Zip: Residential Phone Title: Manager: Non-U.S. Person: SSN, Passport Birth: Owned: Number: Number and Country of Issuance (%) 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 Section 1 and 2 about the legal entity for which the account is being opened is complete and correct. Did the agent meet with the business owner in person? Yes No Under the penalty of perjury and accountability, I hereby certify I personally conducted this premises inspection described above and hereby certify that Yes No Does the business have proper signage clearly indicating the DBA? SITE SURBVEY this business is legitimate and have verified the identification of the above Does the interior of the business reflect the types of products or Yes No listed principal(s): services sold? If the site survey was not completed, how was the data sourced? Independent Sales Agent Signature: Online Lead Type of Square Footage: Independent Sales Agent Name: (approximate):

## Member Bank is not a party to this Section and has no liability related to this Section

	Verifone V200c Plus	☐Tip Line ☐Verifone P200 Plus PIN Pad ☐Verifone V400 Plus Base		PIN Pad			
	Verifone V400m Plus						
	Verifone VX 520 □ Dial □ IP	□AVS Promp		VX 805 EMV Pinpad			
SS	PAX Countertop S80	☐Server Num	ber	PAX SP30 EMV Pin	pad		
LE	Surcharge (Card Brand registration required)	☐Invoice Nun		☐Swap with	Cash Back		
RE	_	☐Gratuity Gui		\$100 encryption fee	☐ EBT:		
WI	PAX Countertop S920 (\$15/month)	□Auto Close:					
જ	☐ Surcharge (Card Brand registration required)			☐ Existing	Cash Benefits		
COUNTERTOP & WIRELESS	Other:				(25¢/trans for EBT & Cash Benefits)		
BR	☐ Purchase: \$ + sales tax ☐ Usag	e Program 🔲	Existing Terminal		Cash Belletits)		
Ę	The undersigned Merchant agrees to pay Shippin			e designated equin-			
	ment below. Upon request of termination of serv						
Ö	ment, the undersigned Merchant agrees to return			vithin thirty (30)			
	days or will be subjected to the debit for the amount			200 for the cost of			
	provided pinpad. Merchant is responsible for any	local Sales or U	Jse Tax on the cost of the equi	ipment and will be	Merchant Initials Date		
	debited separately once equipment is shipped.				<u> </u>		
			DECT AND ANT DOC				
	VITAL  ☐ Retail ☐ Tip Line ☐ Tip Prompt	□Rlu₄	VITAL ADDITIONS etooth Thermal Printer	RESTAURANT POS  □RiO Restaurant::			
	□ E15 Select:	□ Pur	chase: \$ X =	\$ \square \square \square \qquare \qqqqqqqqqqqqqqqqqqqqqqqqqqqqqqqqqqqq			
	□\$ <u>79/month (48-months)</u> X = \$		chase: $X = $ onthly: $15 X = $	= \$	$\frac{h (48-months)}{quantity} X = $		
	TE12 Salast:	□ E th	quantity ernet Thermal Printer		RIO ADDITIONS		
	\$\frac{69}{\text{month (48-months)}}  X \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Pur	chase: $X = \frac{12}{2}$ anthly: $X = \frac{12}{2}$	· \$			
	1 138 Select:		nthly: $\$ \overline{12}$ $X$ $\overline{quantity} =$	Kitchen Pr	inter		
	\$54/month (48-months) X quantity = \$	Blue	etooth Barcode Scanner	☐ Purchase:	\$X = \$ \(\frac{quantity}{quantity} = \frac{1}{2}_{_{_{_{_{_{_{_{_{_{_{_{_{_{_{_{_{_{		
	- X5 DI X7'E' - 4C ( 11'7' 1610	☐ Pur	chase: $X = $ nthly: $15 = $	\$Monthly:	\$ <u>15</u>		
SO	S Plus:   WiF1   4G (additional \$10 monthly fee applies)   \$35/month (24-months) X   quantity   = \$	☐ Mo:	nthly: $\frac{15}{\text{quantity}} = \frac{X}{\text{quantity}} =$	= \$	quantity		
P.		—— Cas	h Drawer		Cards (pack of 15)		
L		\$10 Pur	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	\$Purchase:	\$15/pack of 15 X quantity = \$		
VITAL & POS	$\square$ \$35/month (24-months) X = \$	olies)   IMo	onthly: $\$3$ $X = $ Quantity	Ψ			
>			VITAL MOBILE	Home Offi	ice (included)		
	quantity - \$		Retail Retail T	Гір			
	Monthly software: \$ X = \$_	C3 I	EMV Bluetooth Reader (\$5/m	nonth) Sales Tax Ra	te:%		
	Sales Tax Rate:%	icluded  (\$5/:	EMV & NFC Bluetooth Readmonth) (Optional \$20 cradle)	Conv. of prod	lucts/Menu provided:		
	Auto Close Time:	□PM □Pui		= \$	_ res		
	Copy of products/Menu provided: ☐ Yes		quantity				
	By initialing, Merchant agrees to POS terms & con	nditions found a	it S	INIT	TAL HERE		
	www.TSYS.com/POSterms. Merchant understand fee outlined here:	ds and agrees to	Total 1	per month	Merchant Initials		
×	☐ TransIT WebPASS (\$5/month + 5¢ transaction	on fee)		υ <u>–</u>	e <u> </u>		
WA	☐ Other Virtual Terminal or Gateway:		Software:	n #:			
INE			Reseller Contact:Telepi		phone:		
Other Virtual Terminal or Gateway:  Product: Cost: \$ /month + ¢ transaction fee  Software: Reseller Contact: Reseller Email:							
		0	-				
	SHIP TO: (Note: We cannot ship to PO boxes) S			epay 12 or 2	DBA of Referral:		
Ğ	1	☐ Priority Overr☐ Standard Ove	$\mathcal{E}$	Contact Nam	e:		
T I		2-Day Expres		Telephone:			
SHIPPING	☐ Other:	☐ 3-Day Expres	s Delivery				
S		Ground		≥			
		GH PRICING		· ·			
ES	Charle Caud Date: 0/ IC to	0%	Qualified Rate:	% Network Fee:	% Monthly Statement Fee		
	Check Card Rate: % IC +:						
臣			Mid-Qualified Rate	% Transaction Feet \$ 0	Monthly Minimum		
OF F	Qualified Rate:% Transaction Fee		Mid-Qualified Rate:				
LE OF F			Mid-Qualified Rate:  Transaction Fee: \$ _0		ough Per Batch Fee		
EDULE OF F	Qualified Rate:% Transaction Fee  Mid-Qualified Rate:%		Transaction Fee: \$ <u>0</u>	Flat Pass-thro	ough  Per Batch Fee  are filled 0.85% + VIP Merchant Club Fee		
CHEDULE OF F	Qualified Rate:% Transaction Fee  Mid-Qualified Rate:%  Non-Qualified Rate:%		Transaction Fee: \$ <u>0</u>	☐ Flat ☐ Pass-through Pass-through If no pin-debit fees of in the default rate of \$0.35/trans will be	ough  Per Batch Fee  are filled 0.85% + VIP Merchant Club Fee assessed		
SCHEDULE OF FEES	Qualified Rate:% Transaction Fee  Mid-Qualified Rate:%		Transaction Fee: \$ <u>0</u>	Flat Pass-thro	ough Per Batch Fee  are filled 0.85% + VIP Merchant Club Fee assessed ual PIN-		

SCHEDULE OF FEES (CONTINUED)

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 Processor terminates the agreement for cause, 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 Processor in according 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 Processor would suffer if Processor 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 \$125.00 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 Processor, may be assessed to merchant: Assessments, Visa Network Acquirer Processing Fee, Visa International Acquirer Fee (including High Risk), Visa Debit Transaction Integrity, Visa Fixed Acquirer Network Fee, Visa Excessive Authorization Fee, Visa Zero Floor Limit, Visa Misuse of the Authorization System, Visa Integrity, Visa Data Consistency, Visa Credit Voucher, Mastercard Network Access Brand Usage Fee, Mastercard Account Status Fee, Mastercard AVS Card Present Fee, Mastercard Processing Integrity, Mastercard CVC2 Transaction Fee, Mastercard Digital Enablement, Mastercard Safety Net, Mastercard Excessive Authorization Fee, Mastercard Transaction Compliance Fee, Mastercard Nominal Amount Authorization Fee, Discover Data Usage Fee (includes Discover Network Authorization Fee), Discover PIF, American Express Access & System Processing Fee, All Other Applicable Association Fees. The following fees will also be assessed at Processor rates: the MC (Mastercard) Per Location Fee, and the Total System Services Network fee (TSSNF).

Merchant has indicated which services it is requesting. Merchant agrees that Member Bank and Processor 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 Member 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, Processor, and TSYS Merchant Solutions, LLC agree to the terms of the TMS Discover Agreement and separately to the TMS American Express Agreement. TSYS Merchant Solutions, LLC is not a party to the Merchant Card 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 Processor and/or Member Bank (each a "Guaranty Party" and "Collectively the "Guaranty Parties"). For value received, and in consideration of the mutual undertakings contained in the Merchant C a r d 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, expensions, and attorneys' fees incurred by any Guaranty Party in connection with any actions, 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 Georgia, and that the courts located in Muscogee County, Georgia 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 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.

administrators, suc	cessors 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 Merchan	t Card Processing Agreement (t	the "Agreement"). The	Agreement consists of the
Merchant Applicati	ion and the Terms and Conditions (a	separate attachment herete	o), and Merchant acknowledges	that it has received and	I read the terms and condi
tions at the time of	f signing. Merchant warrants that the	information provided on	the Merchant Application is co	emplete and accurate. M	Ierchant authorizes Centra
Payment Co., LLC	d/b/a Global Payments ("Processor)	and/or Wells Fargo Bank	k, N.A. ("Member Bank") to pro	ovide a copy of this M	erchant Application to any
	services requested. Merchant, and its				
from time to time,	any business and personal credit and	other inquiries. If applicate	ble, Merchant agrees by its sign	nature below to the Sag-	e Payment Solutions EFT
Inc. (SPS-EFT) PC	OS Guarantee Conversion, POS Conve	ersion, and QSP, all locate	ed at https://tsys.com/documents	s. TSYS Merchant Solu	tions, LLC is not a party to
the Merchant Card	Processing Agreement. In witness wh	ereof the parties hereto ha	ve caused this Agreement to be	executed by their duly	authorized representative
effective on the dat	e signed or approved by Member Ban	k.			

SIGN HERE	Principal #1 Signature	Date	Printed Name of Principal #1	Title	
SIGN HERE					
SIGNIERE	Principal #2 Signature	Date	Printed Name of Principal #2	Title	

### BANK DISCLOSURE

### **Merchant Services Provider Contact Information**

Name: Central Payment Co., LLC d/b/a Global Payments

Address: One Heartland Way, Jefferson, IL 47130

Website URL: www.TSYS.com

Customer Service Phone Number: 800-449-8012 / 877-269-6970

## Member Bank Information: Wells Fargo Bank, N.A.

The Bank's mailing address is Wells Fargo Bank, N.A., PO Box 6079, Concord, CA 94524 and its phone number is (844) 284-6834.

# **Important Member Bank Responsibilities**

- The Bank is the only entity approved to extend acceptance of Payment Network products directly to a Merchant.
- The Bank must be a principal (signer) to the Merchant Agreement.
- 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.
- The Bank is responsible for and must provide settlement funds to the Merchant.
- The Bank is responsible for all funds held in reserve.

# **Important Merchant Responsibilities**

- Ensure compliance with cardholder data security and storage requirements.
- Maintain fraud and chargebacks below Payment Network thresholds.
- Review and understand the terms of the Merchant Agreement.
- Comply with Payment Network rules.
- Retain a signed copy of this Disclosure Page.

#### Merchant Resources

- You may download "Visa Regulations" from Visa's website at: <a href="https://usa.visa.com/support/consumer/visa-rules.html">https://usa.visa.com/support/consumer/visa-rules.html</a>
- You may download "Mastercard Rules" from Mastercard's website at: https://www.mastercard.us/en-us/business/overview/support/rules.html

The responsibilities above do not replace the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Bank is the ultimate authority should the Merchant experience any problems.

Merchant Information	
Business Legal Name (Printed):	
Business Address:	
Business Phone Number:	
Signature of Business Principal:	
Name of Business Principal (Printed):	
Title:	
Data	