

Central Payment Co., LLC  
 d/b/a Global Payments  
 One Heartland Way  
 Jefferson, IN 47130  
 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 CARD PROCESSING APPLICATION & AGREEMENT**

<b>W9 INFO</b>	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:

<b>DBA INFO</b>	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:

<b>BUSINESS INFO</b>	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)/Services 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 Settlement Account .**

<b>BENEFICIAL OWNER AND OFFICER INFO</b>	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:	U.S. Person: Social Security Number (SSN): Non-U.S. Person: SSN, Passport Number and Country of Issuance <sup>1</sup>	Date of Birth:	Percent Owned: (%)	Residential Address, City, State, Zip:
		<input type="checkbox"/> U.S. Person <input type="checkbox"/> Non-U.S. Person			
		<input type="checkbox"/> U.S. Person <input type="checkbox"/> Non-U.S. Person			
		<input type="checkbox"/> U.S. Person <input type="checkbox"/> Non-U.S. Person			
		<input type="checkbox"/> U.S. Person <input type="checkbox"/> Non-U.S. Person			
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:	Title:	U.S. Person: Social Security Number (SSN): Non-U.S. Person: SSN, Passport Number and Country of Issuance <sup>1</sup>	Date of Birth:	Percent Owned: (%)	Residential Address, City, State, Zip:
		<input type="checkbox"/> U.S. Person <input type="checkbox"/> Non-U.S. Person			
<sup>1</sup> 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:		

<b>SITE SURVEY</b>	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):



NON-EMV TRANSACTION FEES

Non-EMV Risk Assessment Fee \_\_\_\_\_% (per transaction)

A Non-EMV Program Fee of \$25 per month may be assessed to Merchant if the percentage of non-EMV transactions as a percentage of total transaction is in excess of 10%. Thereafter, Merchant's percentage of non-EMV transactions will be reviewed on a six-month basis (in February and August), and if the threshold of non-EMV transactions falls below 10%, the fee will be removed.

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 AVS Card Not 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, 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).

SCHEDULE OF FEES (CONTINUED)

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 Card 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 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 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 Card 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 Central Payment Co., LLC d/b/a Global Payments ("Processor) and/or Wells Fargo Bank, N.A. ("Member 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 Processor and/or Member 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 Sage Payment Solutions EFT, Inc. (SPS-EFT) POS Guarantee Conversion, POS Conversion, and QSP, all located at https://tsys.com/documents. TSYS Merchant Solutions, LLC is not a party to the Merchant Card 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 Member 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

## BANK DISCLOSURE

### Merchant Services Provider Contact Information

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

Address: One Heartland Way, Jefferson, IN 47130

Website URL: [www.TSYS.com](http://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: <https://usa.visa.com/support/consumer/visa-rules.html>
- 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: \_\_\_\_\_

Date: \_\_\_\_\_