

Merchant Processing Application and Agreement

Please review the information below and sign if everything looks right. If you have any questions please contact your representative.



BUSINESS DETAILS

CONTACT INFORMATION

First Name	<input type="text"/>	Last Name	<input type="text"/>
Email	<input type="text"/>	Phone Number	<input type="text"/>

BUSINESS INFORMATION

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)

Business Legal Name	<input type="text"/>	DBA Name	<input type="text"/>
Tax Filing Name	<input type="text"/>	Tax Filing Method	<input type="checkbox"/> EIN <input type="checkbox"/> SSN
Tax ID (EIN)	<input type="text"/>		
Type of Ownership	<input type="checkbox"/> Government <input type="checkbox"/> Individual / Sole Proprietor <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Non-Profit Org <input type="checkbox"/> Partnership <input type="checkbox"/> Private Corporation <input type="checkbox"/> Public Corporation <input type="checkbox"/> Tax Exempt		
Stock Exchange (Only applicable for Public Corporations)	<input type="checkbox"/> NYSE or NASDAQ <input type="checkbox"/> Other/Not Applicable	Stock Ticker Symbol	<input type="text"/> (NYSE or NASDAQ)
Industry (MCC)	<input type="text"/>	Business Description	<input type="text"/>
Industry Options	<input type="checkbox"/> Quasi Cash	Business Start Date	<input type="text"/>
Website	<input type="text"/>	Business Phone	<input type="text"/>

BUSINESS ADDRESS

Street Address 1	<input type="text"/>		
Street Address 2	<input type="text"/>	City	<input type="text"/>
State	<input type="text"/>	ZIP	<input type="text"/>
Country	<input type="text"/>		

BUSINESS LEGAL MAILING ADDRESS

Street Address 1	<input type="text"/>		
Street Address 2	<input type="text"/>	City	<input type="text"/>
State	<input type="text"/>	ZIP	<input type="text"/>
Country	<input type="text"/>		

OWNER INFORMATION

Please provide the following information for each individual who owns, directly or indirectly, 25% or more of the equity interest of your business.

BUSINESS OWNER INFORMATION

First Name	<input type="text"/>	Last Name	<input type="text"/>	Street Address 1	<input type="text"/>			
Title	<input type="checkbox"/> CEO <input type="checkbox"/> CFO <input type="checkbox"/> COO <input type="checkbox"/> LLC Member <input type="checkbox"/> Owner <input type="checkbox"/> Partner <input type="checkbox"/> President <input type="checkbox"/> Secretary <input type="checkbox"/> Treasurer <input type="checkbox"/> Vice President			Street Address 2	<input type="text"/>	City	<input type="text"/>	
% Ownership	<input type="text"/>	%	Personal Guarantee	<input type="checkbox"/> Yes	State	<input type="text"/>	ZIP	<input type="text"/>
SSN	<input type="text"/>	Date of Birth	<input type="text"/>					
Mobile Phone	<input type="text"/>							
Email	<input type="text"/>							

ADDITIONAL BUSINESS OWNER (1)

First Name	<input type="text"/>	Last Name	<input type="text"/>	Street Address 1	<input type="text"/>		
% Ownership	<input type="text"/> %	SSN	<input type="text"/>	Street Address 2	<input type="text"/>	City	<input type="text"/>
Date of Birth	<input type="text"/>	Mobile Phone	<input type="text"/>	State	<input type="text"/>	ZIP	<input type="text"/>
				Country	<input type="text"/>		

ADDITIONAL BUSINESS OWNER (2)

First Name	<input type="text"/>	Last Name	<input type="text"/>	Street Address 1	<input type="text"/>		
% Ownership	<input type="text"/> %	SSN	<input type="text"/>	Street Address 2	<input type="text"/>	City	<input type="text"/>
Date of Birth	<input type="text"/>	Mobile Phone	<input type="text"/>	State	<input type="text"/>	ZIP	<input type="text"/>
				Country	<input type="text"/>		

ADDITIONAL BUSINESS OWNER (3)

First Name	<input type="text"/>	Last Name	<input type="text"/>	Street Address 1	<input type="text"/>		
% Ownership	<input type="text"/> %	SSN	<input type="text"/>	Street Address 2	<input type="text"/>	City	<input type="text"/>
Date of Birth	<input type="text"/>	Mobile Phone	<input type="text"/>	State	<input type="text"/>	ZIP	<input type="text"/>
				Country	<input type="text"/>		

ADDITIONAL BUSINESS OWNER (4)

First Name	<input type="text"/>	Last Name	<input type="text"/>	Street Address 1	<input type="text"/>		
% Ownership	<input type="text"/> %	SSN	<input type="text"/>	Street Address 2	<input type="text"/>	City	<input type="text"/>
Date of Birth	<input type="text"/>	Mobile Phone	<input type="text"/>	State	<input type="text"/>	ZIP	<input type="text"/>
				Country	<input type="text"/>		

BANKING AND PROCESSING**DEPOSIT BANK ACCOUNT**

Bank Name	<input type="text"/>		
Account Type	<input type="checkbox"/> Business Checking	<input type="checkbox"/> Savings	
Routing Number	<input type="text"/>	Account Number	<input type="text"/>

WITHDRAWAL BANK ACCOUNT

Withdrawal account is not required if it is the same as the Deposit account.

Bank Name	<input type="text"/>		
Account Type	<input type="checkbox"/> Business Checking	<input type="checkbox"/> Savings	
Routing Number	<input type="text"/>	Account Number	<input type="text"/>

PROCESSING VOLUME

Average Monthly Card Volume	<input type="text"/>	\$	/ month
Average Transaction Amount	<input type="text"/>	\$	

PRODUCT / SERVICE DELIVERY WINDOWS

On average, Products / Services are delivered in

0-7 Days 8-14 Days 15-30 Days 30+ Days

MODE OF TRANSACTION

In Person	<input type="text"/>	%
Telephone	<input type="text"/>	%
Online	<input type="text"/>	%
Must total 100%		

THIRD PARTY PROVIDER

Do you use any third party provider (TPP) to store, process or transmit cardholder data? (Examples include but are not limited to web hosting companies, Electronic Data Capture, Loyalty programs, software)

Yes No

If so, please provide third party provider information:

TPP Name	<input type="text"/>
TPP Email	<input type="text"/>
TPP Phone	<input type="text"/>

EQUIPMENT

NEW ORDERS

Product Name	Network	Qty	Price *	Frequency
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>

Clover Menu Requested

* Price does not include tax and shipping & handling.

SHIP EQUIPMENT TO

Ship To Attention	<input type="text"/>	Ship To Email	<input type="text"/>
Street Address 1	<input type="text"/>		
Street Address 2	<input type="text"/>	City	<input type="text"/>
State	<input type="text"/>	ZIP	<input type="text"/>
Country	<input type="text"/>		

MERCHANT SERVICES

AMERICAN EXPRESS

Amex Program Amex OptBlue Amex ESA

Amex ESA SE IATA/ARC Number

DISCOVER

Discover Program Discover Full ACQ Discover EASI

Discover EASI SE

Discover Industry Options

Enable Incremental Authorizations

Debt Repayment Program

PRICING INFORMATION

PRICING

Discount Frequency Monthly Daily

Funding Rollup Net Fees and Deposits Separate Fees and Deposits Individual Batches

DUES & ASSESSMENTS

Dues & Assessments

In addition to the fees described in this Merchant Application and Agreement, you must pay us all Card Organization Charges. "Card Organization Charges" means all fees, charges, liabilities, or obligations that a Card Organization imposes on us (1) in connection with your acceptance of its payment types, (2) in connection with the transactions processed under your MID, (3) as a result of your acts or omissions, or (4) as a result of the acts or omissions of others that act on your behalf or that provide services to you. Card Organization Charges are not subject to the consequential damages exclusion in Section 28 of the Program Guide and include but are not limited to: assessments (including but not limited to dues, issuer reimbursements, fines, penalties, and fraud recovery losses); fees established by the Card Organizations (including but not limited to access fees, switch fees, and file fees); adjustments; and Chargebacks.

PROGRAM

Merchant Surcharge Program

A Surcharge is an additional fee that you add to relevant transactions as permitted by the Card Organization Rules and applicable laws (together, Applicable Laws). By choosing to assess a Surcharge and participate in this "Merchant Surcharge Program" (MSP), you agree that you are solely responsible for: (1) complying with all Applicable Laws and the Your Payments Acceptance Guide (which is contained in your Program Guide); (2) properly and clearly disclosing the existence and amount of any Surcharge to Cardholders in accordance with Applicable Laws; and (3) ensuring any Surcharge you add to a transaction does not exceed the limit provided in the Card Organization Rules.

You also agree that: (1) you are assessing a Surcharge on Cardholders for certain Credit Card transactions in an amount equal to the Surcharge Rate reflected below; (2) you will pay us the Discount Fees for Credit Card and Debit Card transactions on gross sales for all of the transactions that you submit (without reduction for refunds, returns, or chargebacks); (3) you will pay us the Transaction Fee (the fixed charge per transaction reflected below for each Debit Card transaction) for each sale and refund that you submit, as well as any other fees or charges reflected in this merchant processing agreement and which are not replaced by the MSP; (4) you will not assess a Surcharge for the portion of the transaction that is tip on paper, and you will be responsible to pay us the Discount Fee for the gross amount of all tips on paper; (5) you will be responsible to refund Cardholders any Surcharge you assess in the amount billed on such transaction; (6) you will not assess a Surcharge for card not present transactions on cardholders whose billing ZIP code corresponds to states or US territories where Surcharging is prohibited by Applicable Law (including but not limited to, Colorado, Connecticut, Kansas, Massachusetts, Puerto Rico), you will be responsible to pay us the Discount Fee for such transactions, and you will comply with Applicable Laws any time you apply the MSP; and (7) we may change or cancel this Merchant Surcharge Program upon notice to you.

Visa Credit Card Discount Fee	<input type="text" value="3.3816"/>	<input type="text" value=""/>	%	Consumer Surcharge Rate Billed by Merchant	<input type="text" value="3.50"/>	<input type="text" value=""/>	%
Mastercard Credit Card Discount Fee	<input type="text" value="3.3816"/>	<input type="text" value=""/>	%	Debit Card Transaction Fee	<input type="text" value="\$ 0.25"/>	<input type="text" value=""/>	/ Each
Discover Credit Card Discount Fee	<input type="text" value="3.3816"/>	<input type="text" value=""/>	%				
Amex Credit Card Discount Fee	<input type="text" value="3.3816"/>	<input type="text" value=""/>	%				
Debit Card Discount Fee	<input type="text" value="1.25"/>	<input type="text" value=""/>	%				

TIERED

Discount Fees	Credit	Non-PIN Debit	Discount Fees	Credit	Non-PIN Debit
Visa Qualified	<input type="text" value=""/>	<input type="text" value=""/>	Discover Qualified	<input type="text" value=""/>	<input type="text" value=""/>
Visa Mid-Qualified	<input type="text" value=""/>	<input type="text" value=""/>	Discover Mid-Qualified	<input type="text" value=""/>	<input type="text" value=""/>
Visa Non-Qualified	<input type="text" value=""/>	<input type="text" value=""/>	Discover Non-Qualified	<input type="text" value=""/>	<input type="text" value=""/>
Mastercard Qualified	<input type="text" value=""/>	<input type="text" value=""/>	Amex Qualified	<input type="text" value=""/>	<input type="text" value=""/>
Mastercard Mid-Qualified	<input type="text" value=""/>	<input type="text" value=""/>	Amex Mid-Qualified	<input type="text" value=""/>	<input type="text" value=""/>
Mastercard Non-Qualified	<input type="text" value=""/>	<input type="text" value=""/>	Amex Non-Qualified	<input type="text" value=""/>	<input type="text" value=""/>

INTERCHANGE PLUS

Pass Through Interchange — You will be charged the applicable interchange rate from Mastercard, Visa, Discover and American Express as well as the Discount Fees listed below. Interchange Rates are variable and are determined by how your transactions clear, and are subject to change.

Passthrough Interchange Costs Gross Interchange Net Interchange

Discount Fees	Credit / Non-PIN Debit
Visa Qualified	<input type="text" value=""/>
Mastercard Qualified	<input type="text" value=""/>
Discover Qualified	<input type="text" value=""/>
Amex Qualified	<input type="text" value=""/>

BILL BACK

Non-Qualified Surcharge Fee (excluding interchange pass-through fees, see Section 26.1) Applies to Non-qualified MC, Visa, Discover, American Express OptBlue Credit and/or Non-PIN Debit Transactions.

	<input type="text" value=""/>	<input type="text" value=""/>	%
Discount Fees	Credit	Non-PIN Debit	
Visa Qualified	<input type="text" value=""/>	<input type="text" value=""/>	
Mastercard Qualified	<input type="text" value=""/>	<input type="text" value=""/>	
Discover Qualified	<input type="text" value=""/>	<input type="text" value=""/>	
Amex Qualified	<input type="text" value=""/>	<input type="text" value=""/>	

FLAT RATE

Discount Fees	Credit / Non-PIN Debit
Visa Qualified	<input type="text" value=""/>
Mastercard Qualified	<input type="text" value=""/>
Discover Qualified	<input type="text" value=""/>
Amex Qualified	<input type="text" value=""/>

AUTHORIZATION & TRANSACTION FEES

Authorization Fees (All Card Types)	<input type="text" value="\$"/>	<input type="text" value=""/>	/ Each
ACH Batch Fee	<input type="text" value="\$"/>	<input type="text" value=""/>	/ Each
Voice Authorization Fee	<input type="text" value="\$"/>	<input type="text" value=""/>	/ Each
Address Verification Fee (AVS)	<input type="text" value="\$"/>	<input type="text" value=""/>	/ Each
Transaction Fees (All Card Types)**	<input type="text" value="\$"/>	<input type="text" value=""/>	/ Each

**Transaction Fees (All Card Types) and Gateway Transaction Fee will be added together and billed on your merchant statement as "Trans Fee".

PIN DEBIT

Discount Fee	<input type="text" value=""/>	<input type="text" value=""/>	%
Transaction Fee	<input type="text" value="\$"/>	<input type="text" value=""/>	/ Each

CLOVER FEES

Clover Go Service Fee, Per MID	<input type="text" value="\$"/>	<input type="text" value=""/>	/ Monthly
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EBT	
FNS#	<input type="text"/>
Transaction Fee	\$ <input type="text"/> / Each

VOYAGER	
Authorization Fee	\$ <input type="text"/> / Each
Sales Discount	<input type="text"/> %

WRIGHT EXPRESS	
Discount Fee	<input type="text"/> %
Transaction Fee	\$ <input type="text"/> / Each
Chargeback Fee	\$ <input type="text"/> / Each
Retrieval Fee	\$ <input type="text"/> / Each

CARDPOINTE AND GATEWAY FEES	
Setup Fee	\$ <input type="text"/> (One Time)
CardPointe Monthly Platform Fee	\$ <input type="text"/> / Monthly
Gateway Monthly Fee	\$ <input type="text"/> / Monthly
Gateway Transaction Fee**	\$ <input type="text"/> / Each

**Gateway Transaction Fee and Transaction Fees (All Card Types) will be added together and billed on your merchant statement as "Trans Fee".

TRANSARMOR	
<input type="checkbox"/> TransArmor Data Protection	
TransArmor Monthly Fee	\$ <input type="text"/> / Monthly

MONTHLY AND MISCELLANEOUS FEES			
Application Fee	\$ <input type="text"/> (One Time)	Annual Security Bundle Fee	\$ <input type="text"/> / Annual
Minimum Processing Fee	\$ <input type="text"/> / Monthly	Regulatory Product Fee	\$ <input type="text"/> / Monthly
DDA Rejects	\$ <input type="text"/> / Each	PCI Non-Compliance Fee	\$ <input type="text"/> / Monthly
Statement Fee	\$ <input type="text"/> / Monthly	Wireless Fee	\$ <input type="text"/> / Monthly
Chargeback Fee	\$ <input type="text"/> / Each	Wireless Activation Fee	\$ <input type="text"/> (One Time)
Retrieval Fee	\$ <input type="text"/> / Each	PCI Annual Fee	\$ <input type="text"/> / Annual

CONFIRMATION

EARLY TERMINATION FEE

The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). If you terminate this Agreement before the end of the then current term or otherwise stop processing your transactions with us, you will be charged this Early Termination Fee. After the Initial Term, subject to Part IV, Section A.3, this Agreement shall automatically extend for an additional period of one year each (each an Extended Term).

Early Termination Fee

\$

Client Initials

PERSONAL GUARANTEE

By signing below, signer(s) unconditionally guarantee(s) to the Processor and its successors and assigns the full and prompt payment when due of all its obligations of every kind and nature of Merchant arising directly or indirectly out of the Agreement and /or the TeleCheck / TRS Services Agreement or any document or agreement executed and delivered by Merchant in accordance with the terms of the Agreement. The undersigned further agrees to pay to the Processor all expenses including attorney fees and court costs) paid or incurred by the Processor in collecting such obligations and in enforcing this Guaranty.

Signature

Date

AGREEMENT APPROVAL

Merchant Acceptance – Each person signing below agrees to the terms and conditions stated in the front and back of this agreement and certifies that all information provided in the application is true, correct and complete. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and Agreement and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted by Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Each signer authorizes CardConnect LLC and/or the Member Bank or any agent of the Member Bank, to make whatever inquiries CardConnect LLC and/or the Member Bank deem appropriate to investigate, verify, or research references, statements or data, including personal credit reports for the purpose of this application. Merchant understands this agreement shall not take effect until Merchant has been approved by CardConnect LLC and/or the Member Bank and a merchant number is issued.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

SIGN YOUR AGREEMENT

Signature

Date

CARDCONNECT LLC

Application Approved By:

Signature

Title

Date

(SERVICERS): FOR CARDCONNECT LLC, BBVA USA (A MEMBER OF VISA USA, INC. AND MASTERCARD INTERNATIONAL INC.), AND WELLS FARGO BANK, N.A. (PIN DEBIT SPONSOR BANK).

Application Approved By:

Signature

PROCESSOR INFORMATION

Name

CardConnect LLC

Address

1000 Continental Drive, Suite 300, King of Prussia
PA, 19406

URL

www.cardconnect.com

Customer Service (Phone)

1-877-828-0720

PROCESSOR INFORMATION:

Name:

Address:

URL:

Customer Service #:

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you.

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

- Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by Mastercard, Visa, Discover and PayPal. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 26 of the Program Guide).
- We may debit your bank account** (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.
- There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks see Section 15 of the Your Payments Acceptance Guide or see the applicable provisions of the TeleCheck Solutions Agreement.
- If you dispute any charge or funding,** you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction.
- The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 28, 38.3, and 40.10 of the Card General Terms; or Section 17 of the TeleCheck Solutions Agreement.
- We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 31, Term; Events of Default and Section 32, Reserve Account; Security Interest), (see TeleCheck Solutions Agreement in Section 7), under certain circumstances.
- By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
- The Agreement contains a provision** that in the event you terminate the Agreement prior to the expiration of your initial three (3) year term, you will be responsible for the payment of an early termination fee as set forth in Part IV, A. 3 under "Additional Fee Information" and Section 16.2 of the TeleCheck Solutions Agreement.

9. Card Organization Disclosure**Visa and Mastercard Member Bank Information: BBVA USA**

The Bank's mailing address is 2200 Post Oak Blvd., Houston, TX 77056 ATTN: EVP Merchant Card Services, and its phone number is 1-800-313-8815.

Important Member Bank Responsibilities:

- The Bank is the only entity approved to extend acceptance of Visa and Mastercard products directly to a merchant.
- The Bank must be a principal (signer) to the 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 that are derived from settlement.
- The Bank is the ultimate authority should a merchant have any problems with Visa or Mastercard products (however, Processor also will assist you with any such problems).

Important Merchant Responsibilities:

- Ensure compliance with Cardholder data security and storage requirements.
- Maintain fraud and Chargebacks below Card Organization thresholds.
- Review and understand the terms of the Merchant Agreement.
- Comply with Card Organization Rules and applicable law and regulations.
- Retain a signed copy of this Disclosure Page.
- You may download "Visa Regulations" from Visa's website at: <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
- You may download "Mastercard Regulations" from Mastercard's website at: www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf.
- You may download "American Express Merchant Operating Guide" from American Express' website at: www.americanexpress.com/us/merchant.

Print Client's Business Legal Name:

By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions [version GenCP-BBVA-2405_PG_02.01.21] consisting of 43 pages [including this Confirmation Page and the applicable Third Party Agreement(s)].

Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM TERMS AND CONDITIONS WILL BE ACCEPTED.

Client's Business Principal:

Signature (Please sign below):

Title

Date

Please Print Name of Signer