



# MERCHANT PROCESSING AGREEMENT MERCHANT APPLICATION

CSDE:		<input type="checkbox"/> NEW LOCATION <input type="checkbox"/> OWNERSHIP CHANGE <input type="checkbox"/> ADDITIONAL LOCATION	
AGENT NAME	REP CODE	OFFICE USE ONLY	SIC CODE
OFFICE PHONE	OFFICE CODE		FAIR ISAAC SCORE

<b>01   MERCHANT INFORMATION</b>					
NAME OF ACCOUNT (DOING BUSINESS AS)			EXACT LEGAL NAME		
DBA ADDRESS (IF DIFFERENT FROM LEGAL)			LEGAL ADDRESS		
CITY	STATE	ZIP	CITY	STATE	ZIP
AUTHORIZED CONTACT		DATE OF BIRTH	TELEPHONE #	FAX #	FEDERAL TAX I.D. NUMBER (9 DIGITS)
MERCHANT E-MAIL ADDRESS (AGENT E-MAIL ADDRESS CANNOT BE ACCEPTED)			WEBSITE ADDRESS		
TYPE OF OWNERSHIP: <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> GOVERNMENT <input type="checkbox"/> ASSOCIATION					

<b>02   MERCHANT PROFILE</b>					
MERCHANTISE/SERVICE SOLD:			PERCENT OF BUSINESS		
YEARS IN BUSINESS:	MONTHLY VOLUME: \$		CARD SWIPE	_____ %	
AVERAGE TICKET AMOUNT: \$	HIGHEST TICKET AMOUNT: \$		MANUAL KEY WITH IMPRINT	_____ %	
			CARD NOT PRESENT	_____ %	
			TOTAL	100%	
HAS MERCHANT PREVIOUSLY ACCEPTED CREDIT CARDS? <input type="checkbox"/> YES <input type="checkbox"/> NO    PROCESSOR:					
HAVE YOU BEEN PREVIOUSLY TERMINATED BY ANOTHER ACQUIRER? <input type="checkbox"/> YES <input type="checkbox"/> NO    IF YES, NOTE REASON FOR TERMINATION:					
DOES MERCHANT CONDUCT BUSINESS SEASONALLY? <input type="checkbox"/> YES <input type="checkbox"/> NO IF SEASONAL, INDICATE OPERATING MONTHS: <input type="checkbox"/> JAN <input type="checkbox"/> FEB <input type="checkbox"/> MAR <input type="checkbox"/> APR <input type="checkbox"/> MAY <input type="checkbox"/> JUN <input type="checkbox"/> JUL <input type="checkbox"/> AUG <input type="checkbox"/> SEP <input type="checkbox"/> OCT <input type="checkbox"/> NOV <input type="checkbox"/> DEC					
DOES MERCHANT USE A FULFILLMENT HOUSE? <input type="checkbox"/> YES <input type="checkbox"/> NO		WHEN IS THE CARDHOLDER BILLED FOR PRODUCTS/SERVICES? <input type="checkbox"/> ON ORDER <input type="checkbox"/> SHIPMENT			
DELIVERY OF PRODUCTS: <input type="checkbox"/> TIME OF SALE <input type="checkbox"/> 1-3 DAYS <input type="checkbox"/> 3-5 DAYS <input type="checkbox"/> 5-15 DAYS <input type="checkbox"/> 15 DAYS +					
<b>E-COMMERCE MERCHANTS ONLY</b>					
SERVICE PROVIDER:			DOES YOUR SITE HAVE A SECURE CERTIFICATE? <input type="checkbox"/> YES <input type="checkbox"/> NO		
LIST ALL APPLICABLE URLS FOR YOUR WEBSITE:			IF E-COMMERCE, DO YOU USE A FULFILLMENT CENTER? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE LIST CONTACT INFORMATION:		

<b>03   BANKING INFORMATION</b>					
NAME OF MERCHANT'S BANK			CONTACT	BANK LOCAL TELEPHONE #	
ROUTING/ABA #			DBA CHECKING ACCOUNT		
In accordance with the Merchant Processing Agreement and Gateway Services Agreement, fund transfers will be made to/from the account set forth in the enclosed voided check or bank letter.					

<b>04   CERTIFICATION OF BENEFICIAL OWNER(S)</b>						
<b>I: BENEFICIAL OWNERSHIP INFORMATION:</b> Provide 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 interest of the legal entity listed on this form. If no individual meets this definition, please enter the business's owners or officers and enter 0% as "% of ownership".						
#1	LAST NAME	FIRST NAME		M.I.	DOB	% OF OWNERSHIP
ADDRESS (NO P.O. BOX)		CITY		STATE	ZIP	SSN (US PERSONS)
EMAIL ADDRESS	MOBILE #	ID TYPE	ID #	EXP. DATE	ISSUING STATE/COUNTRY	PASSPORT # (NON-US CITIZENS)
#2	LAST NAME	FIRST NAME		M.I.	DOB	% OF OWNERSHIP
ADDRESS (NO P.O. BOX)		CITY		STATE	ZIP	SSN (US PERSONS)
EMAIL ADDRESS	MOBILE #	ID TYPE	ID #	EXP. DATE	ISSUING STATE/COUNTRY	PASSPORT # (NON-US CITIZENS)

04   CERTIFICATION OF BENEFICIAL OWNER(S) cont'd														
#3		LAST NAME			FIRST NAME			M.I.		DOB		% OF OWNERSHIP		
ADDRESS (NO P.O. BOX)					CITY			STATE		ZIP		SSN (US PERSONS)		
EMAIL ADDRESS				MOBILE #		ID TYPE	ID #		EXP. DATE		ISSUING STATE/COUNTRY		PASSPORT # (NON-US CITIZENS)	
#4		LAST NAME			FIRST NAME			M.I.		DOB		% OF OWNERSHIP		
ADDRESS (NO P.O. BOX)					CITY			STATE		ZIP		SSN (US PERSONS)		
EMAIL ADDRESS				MOBILE #		ID TYPE	ID #		EXP. DATE		ISSUING STATE/COUNTRY		PASSPORT # (NON-US CITIZENS)	
II: MANAGING RESPONSIBILITY (REQUIRED): Provide information below for one individual with significant responsibility for managing the legal entity previously listed on this form, 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 in C: BENEFICIAL OWNERSHIP INFORMATION (above) may be listed in this section. <b>INDIVIDUAL WITH SIGNIFICANT CONTROL:</b>														
LAST NAME					FIRST NAME			M.I.		DOB		% OF OWNERSHIP		
ADDRESS (NO P.O. BOX)					CITY			STATE		ZIP		SSN (US PERSONS)		
ID TYPE					ID #		EXP DATE			ISSUING STATE/COUNTRY		PASSPORT # (NON-US CITIZENS)		
EMAIL ADDRESS							MOBILE #			TITLE				
05   MERCHANT ACCOUNT RATES														
MERCHANT TYPE: <input type="checkbox"/> RETAIL <input type="checkbox"/> RESTAURANT <input type="checkbox"/> FUEL <input type="checkbox"/> SUPERMARKET <input type="checkbox"/> LODGING <input type="checkbox"/> MOTO <input type="checkbox"/> E-COMMERCE														
<input type="checkbox"/> <b>OPTION 1 - ADVANTAGE PROGRAM PRICING</b> <b>PRICING FOR VISA/MASTERCARD/DISCOVER:</b> ADVANTAGE PROGRAM: _____ %														
<input checked="" type="checkbox"/> <b>PRICING FOR AMERICAN EXPRESS OPT BLUE PROGRAM:</b> SAME RATE AS CREDIT/DEBIT FOR VISA/MASTERCARD/DISCOVER														
<input type="checkbox"/> <b>OPTION 2 - FLAT RATE PRICING</b> <b>PRICING FOR VISA/MASTERCARD/DISCOVER:</b> FLAT RATE: _____ %														
<b>SELECT ONE:</b> <input type="checkbox"/> <b>PRICING FOR AMERICAN EXPRESS OPT BLUE PROGRAM:</b> BUNDLED: _____ % + _____ ¢ <input type="checkbox"/> <b>PRICING FOR AMERICAN EXPRESS ESA PROGRAM:</b> SE NUMBER: _____ TRANSACTION FEE: <u>25</u> ¢														
<input type="checkbox"/> <b>OPTION 3 - SIMPLECHANGE PRICING</b> <b>PRICING FOR VISA/MASTERCARD/DISCOVER:</b> <input type="checkbox"/> NET <input type="checkbox"/> GROSS CREDIT/DEBIT: SIMPLECHANGE, DUES & ASSESSMENTS + _____ %														
<b>SELECT ONE:</b> <input type="checkbox"/> <b>AMERICAN EXPRESS OPT BLUE PROGRAM:</b> Same rate as credit/debit for Visa/Mastercard/Discover <input type="checkbox"/> <b>AMERICAN EXPRESS ESA PROGRAM:</b> SE NUMBER: _____														
All AMEX transactions will be charged a AMEX 0.25% Sponsorship Fee and as applicable a Card Not Present Fee of 0.30% and a Cross Border Transaction Fee of 0.40%. Fees or charges may be added or changed by an amendment to the Merchant Processing Agreement with 30 days notice. AMEX ESA Program acceptance will be assessed at the same processing rates of Visa/Mastercard/Discover.														
<input type="checkbox"/> <b>OPTION 4 - INTERCHANGE PLUS PRICING</b> <b>PRICING FOR VISA/MASTERCARD/DISCOVER:</b> <input type="checkbox"/> NET <input checked="" type="checkbox"/> GROSS CREDIT: INTERCHANGE, DUES & ASSESSMENTS + _____ % DEBIT: INTERCHANGE, DUES & ASSESSMENTS + _____ %														
<b>SELECT ONE:</b> <input type="checkbox"/> <b>PRICING FOR AMERICAN EXPRESS OPT BLUE PROGRAM:</b> COST PLUS: AMEX COST + _____ % + _____ ¢ <input type="checkbox"/> <b>AMERICAN EXPRESS ESA PROGRAM:</b> SE NUMBER: _____														
Please review the Merchant Processing Agreement at <a href="http://www.shift4.com/legal">www.shift4.com/legal</a> for additional information on which interchange programs apply. "AMEX Cost" includes all Interchange/Discount, Dues, Assessments, surcharges, plus an AMEX 0.25% Sponsorship Fee applicable for AMEX transactions. For more information on interchange rates visit <a href="http://www.visa.com">www.visa.com</a> , <a href="http://www.mastercard.com">www.mastercard.com</a> or <a href="http://www.americanexpress.com">www.americanexpress.com</a> . The following surcharges also apply to American Express transactions when applicable: Card Not Present Fee of 0.30% and Cross Border Transaction Fee of 0.40%. Fees or charges may be added or changed by an amendment to the Merchant Processing Agreement with 30 days notice. AMEX ESA Program acceptance will be assessed at the same processing rates of Visa/Mastercard/Discover credit section.														
<input type="checkbox"/> <b>OPTION 5 - TIERED PRICING</b> <b>PRICING FOR VISA/MASTERCARD/DISCOVER:</b> SELECT ONE: <input type="checkbox"/> 2 - TIER (MOTO/E-COMMERCE ONLY) RATE 1: _____ RATE 2: <u>RATE 1 + 1.79% + 10¢</u> <input type="checkbox"/> 3 - TIER RATE 1: _____ RATE 2: <u>RATE 1 + 1.39% + 10¢</u> RATE 3: <u>RATE 1 + 1.79% + 10¢</u> <input type="checkbox"/> 4 - TIER RATE 1: _____ RATE 2: _____ RATE 3: <u>RATE 2 + 1.39% + 10¢</u> RATE 4: <u>RATE 2 + 1.79% + 10¢</u>														
<b>FOR AMERICAN EXPRESS ACCEPTANCE SELECT ONE PROGRAM:</b> <input type="checkbox"/> <b>PRICING FOR AMERICAN EXPRESS OPT BLUE PROGRAM:</b> SELECT ONE: <input type="checkbox"/> TIERED: RATE 1: _____ % + _____ ¢ RATE 2: _____ % + _____ ¢ RATE 3: _____ % + _____ ¢ SE NUMBER: _____ <input type="checkbox"/> BUNDLED: <u>3.50</u> % + <u>10</u> ¢ <input type="checkbox"/> <b>PRICING FOR AMERICAN EXPRESS ESA PROGRAM:</b> BRAND VOLUME: <u>20</u> % + <u>25</u> ¢														
Where tiered pricing is selected (Option 5), as indicated above, the fees quoted in the above fee schedule plus Assessments shall apply to each credit and debit transaction in addition to the rates set forth in the Merchant Processing Agreement. Assessments are charged as follows: Visa: 0.14%, MasterCard: 0.13%, Discover: 0.13%. "AMEX Cost" includes all Interchange/Discount, Dues, Assessments, surcharges, plus an AMEX 0.25% Sponsorship Fee applicable for AMEX transactions. The following surcharges also apply to American Express transactions when applicable: Card Not Present Fee of 0.30% and Cross Border Transaction Fee of 0.40%. For more information on interchange rates visit <a href="http://www.visa.com">www.visa.com</a> , <a href="http://www.mastercard.com">www.mastercard.com</a> , <a href="http://www.americanexpress.com">www.americanexpress.com</a> , or <a href="http://www.discover.com">www.discover.com</a> . Fees or charges may be added or changed by an amendment to the Terms and Conditions with 30 days notice. Merchant shall be charged a .20% fee or another amount as set forth on the merchant application for all volume processed through AMEX ESA and an additional transaction fee equal to the amount currently being charged for Visa, MasterCard, and Discover transactions.														
06   TRANSACTION CHARGES														
<input type="checkbox"/> VISA/MASTERCARD/DISCOVER: <u>SECTION 5</u> + <u>25</u> ¢ TRANSACTION FEE														
<input type="checkbox"/> PIN DEBIT (OVER NETWORK PASS-THROUGH): _____ % + <u>35</u> ¢ TRANSACTION FEE														
<input type="checkbox"/> EBT (FCS ID: _____) <u>N/A</u> + _____ ¢ TRANSACTION FEE														
<input checked="" type="checkbox"/> BATCH: \$ <u>0.35</u> EACH														
<input checked="" type="checkbox"/> VOICE AUTHORIZATION FEE: \$ <u>175</u> EACH														
<input checked="" type="checkbox"/> CHARGEBACK FEE: \$ <u>30.00</u> EACH														
<input checked="" type="checkbox"/> RETRIEVAL REQUEST: \$ <u>25.00</u> EACH														
<input checked="" type="checkbox"/> NSF FEE: \$ <u>25.00</u> EACH PLUS NACHA FEES														
All other applicable Card Brand fees will be passed through at the Card Brand's Rate. For more information, please contact Shift4 Payments, LLC (d/b/a Shift4). \$.015 applies to each transaction to cover enhanced security services. \$.005 fee applies to all transactions to cover association fees. \$.0025 fee applies to all transactions to cover bank sponsorship fees. Fees or charges may be added or changed by an amendment to the Terms and Conditions with 30 days notice.														

INITIALS: \_\_\_\_\_

07 | SERVICE CHARGES

☐ ANNUAL FEE:

\$

☐ MONTHLY MINIMUM:

\$

25.00

☒ MONTHLY MC PER LOCATION FEE:

\$

250

☐ DEBIT ACCESS FEE:

\$

☐ MONTHLY SERVICE FEE:

\$

☐ MONTHLY DEALER SERVICE FEE:

\$

Fees or charges may be added or changed by an amendment to the Merchant Processing Agreement with 30 days notice.  
\*Subject to 3rd party Dealer Agreement, which may include equipment/hardware or other service fees.

☐ **SKYTAB SERVICE FEE:** Each SkyTab pay-at-table device will require a service fee of \$15.00/month per device. This includes software support as well as complimentary hardware replacements if your device breaks or malfunctions (excluding damage due to negligence). SkyTab Terms & Conditions apply.

08 | LIGHTHOUSE BUSINESS MANAGEMENT SYSTEM

☐ Yes, please enroll me in a sixty (60) day trial in the Lighthouse Business Management System.  
Terms and conditions apply. After trial period, a \$16 monthly charge will apply.

09 | MERCHANT COMPLIANCE

An annual \$89.95 compliance fee will be charged to Merchant each January, unless 30 days notice is provided for a change in billing date. Merchant represents and warrants that as of the date of signing this Agreement and throughout any term of this Merchant Processing Agreement that it is Payment Card Industry ("PCI") Data Security Standard ("DSS") compliant, and that any hardware or software that Merchant uses during the term of this Agreement to process electronic transactions is Payment Application ("PA") DSS compliant. Merchant further represents and warrants that it will provide assistance as requested from Shift4 to remain compliant with the requirements of Internal Revenue Code Section 6050W and any other applicable federal or state law as it relates to the reporting and processing of electronic transactions. Shift4 reserves the right to impose future fees or withhold payments to Merchant as set forth in the Merchant Processing Agreement and as required by law. Additional Fees may be added or changed by an amendment to the Merchant Processing Agreement with 30 days notice.

10 | VISA DISCLOSURE

MEMBER BANK (ACQUIRER) INFORMATION

Citizen's Bank, N.A.  
1 Citizens Plaza  
Providence, RI 02903  
Tel: (877) 550-5933

IMPORTANT MEMBER BANK (ACQUIRER) RESPONSIBILITIES

1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant.

2. A Visa Member must be a principal (signer) to the Merchant Agreement

3. A Visa Member is responsible for educating Merchants on pertinent Visa Rules with which Merchants must comply.

4. The Visa Member is responsible for and must provide settlement funds to the Merchant.

5. The Visa Member is responsible for all funds held in reserve that are derived from settlement.

IMPORTANT MERCHANT RESPONSIBILITIES

1. Ensure compliance with cardholder data security and storage requirements.

2. Maintain fraud and disputes below thresholds.

3. Review and understand the terms of the Merchant Agreement.

4. Comply with Visa Rules.

The responsibilities listed above do not supercede 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.

11 | CERTIFICATION AGREED TO (REQUIRED)

I, (print name) \_\_\_\_\_, hereby certify, to the best of my knowledge, that the information provided in section 04, Certification of Beneficial Owner(s), is complete and correct for all accounts

☒

SIGNATURE

PRINT NAME

DATE

12 | PERSONAL GUARANTY (NO TITLES)

This general, absolute, and unconditional continuing Guaranty ("GUARANTY") by the undersigned (collectively "GUARANTOR" or "my" or "I" or "me"), is for the benefit of Citizen's Bank, N.A. and/or Shift4 Payments, LLC ("Shift4") (each a "Guaranty Party" and collectively the "Guaranty Parties"). For value received, and in consideration of the mutual undertakings contained in the Merchant Processing Agreement and allied agreements ("AGREEMENT") between any Guaranty Party and MERCHANT as set forth below, I absolutely and unconditionally guarantee the full performance of all MERCHANT's obligations to any Guaranty Party, 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 any Guaranty Party to proceed against other entities or MERCHANT. There are no conditions attached to the enforcement of this GUARANTY. I authorize the Guaranty Parties and their respective agents or assigns to make from time to time any personal credit or other inquiries and agree to provide, at the Guaranty Parties' request, financial statements and/or tax returns. 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 Shift4.

AGREED AND ACCEPTED

☒

AUTHORIZED SIGNER #1 FROM APPLICATION – SIGNATURE

DATE

PRINT NAME

☒

AUTHORIZED SIGNER #2 FROM APPLICATION – SIGNATURE

DATE

PRINT NAME

13 | SIGNATURES

By their execution below of the Merchant Processing Agreement the undersigned parties agree to abide by the Merchant Processing Agreement (the "Agreement"). The Agreement, which consists of this Merchant Application and the Merchant Processing Terms and Conditions (available at [www.shift4.com/terms](http://www.shift4.com/terms)), and MERCHANT acknowledges it has received and read the Terms and Conditions at the time of signing.

MERCHANT warrants that the information provided on this Merchant Application is complete and accurate. MERCHANT authorizes Shift4 Payments, LLC d/b/a Shift4 ("Shift4" or "ISO") and 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 COMPANY, and BANK, and their agents or assigns, to make from time to time, any business and personal credit and other inquiries. Depending on MERCHANT's authorization and settlement composition, the references to Discover Network in this Agreement may not apply, and MERCHANT may contract directly with Discover Network for these services.

THIS AGREEMENT (INCLUDING ADDITIONAL FEES) MAY BE AMENDED WITH THIRTY (30) DAYS NOTICE TO MERCHANT.

EQUIPMENT FEE UPON TERMINATION. If Company does not receive Merchant's equipment within fifteen (15) days of Merchant's termination or expiration of the term, Merchant authorizes Company to debit Merchant per each payment processing terminal (measured by terminal identification number) provided by Company in the amount of: (i) Two Hundred (\$200) Dollars for a standard EMV/Contactless terminal (ex. VX520, S80, iPP320); (ii) Three Hundred (\$300) Dollars for an enhanced EMV/Contactless terminal (ex. PAX A930, S300, S90, iPP350), or (iii) Five Hundred (\$500) Dollars for a premium POS terminal bundle (ex. iSC480, POS Bundle). This Non-Return Fee is in addition to any fees related to point-of-sale equipment provided under a POS System Service Agreement. The type of terminal and total fee due as a result of non-return shall be set forth on the cancellation form.

MERCHANT AND COMPANY WAIVE THEIR RIGHTS TO SUE BEFORE A JUDGE OR JURY AND PARTICIPATE IN A CLASS ACTION AND AGREE TO RESOLVE ALL CLAIMS AND DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION. SEE ARTICLE VII AT [www.shift4.com/legal](http://www.shift4.com/legal).

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.

If applicable, MERCHANT agrees by its signature below to the TMS American Express Opt Blue Program Agreement. For details, please see [www.shift4.com/terms](http://www.shift4.com/terms).

MERCHANT agrees by its signature below to the Shift4 Gateway Services Agreement. For details, please see [www.shift4.com/gatewayterms](http://www.shift4.com/gatewayterms).

BANK and Company are authorized to perform such functions under the Merchant Processing Agreement, the Gateway Services Agreement, and the POS System Service Agreement Terms and Conditions, as applicable, for the purposes set forth in the applicable agreement.

PRINT LEGAL NAME OF MERCHANT BUSINESS

☒

AUTHORIZED SIGNER #1 FROM APPLICATION – SIGNATURE

DATE

PRINT NAME

TITLE

☒

ACCEPTED BY SHIFT4

☒

AUTHORIZED SIGNER #2 FROM APPLICATION – SIGNATURE

DATE

PRINT NAME

TITLE

DATE

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SHIFT4 IS A REGISTERED ISO OF CITIZEN'S BANK, N.A., PROVIDENCE, RI.

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☐ New Account    ☐ Existing Account

Existing MID: \_\_\_\_\_

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

Office Code: \_\_\_\_\_

Merchant DBA Name ("Merchant"):

Merchant Legal Name:

Merchant Address:

City: \_\_\_\_\_

State: \_\_\_\_\_

ZIP: \_\_\_\_\_

Merchant Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**ENROLLMENT OPTIONS**

For the Service Fees set forth below and in accordance with the terms and conditions set forth in the Service Agreement the Merchant shall receive the following service:

**Base Package**

Each POS base package includes the following items. Items not included may still be available for purchase based on the software selected.

- 1 POS System      • 1 Receipt Printer      • 1 Keyboard\*      • 10 Server Cards
- 1 Cash Drawer      • 1 EMV PIN Pad\*      • 1 Mouse\*

*\*not included with SkyTab POS***Software**

- |   |   |
|---|---|
| <input type="checkbox"/> SkyTab POS: _____ x \$29.99/month              | <input type="checkbox"/> Restaurant Manager: _____ x \$49.99/month        |
| <input type="checkbox"/> Harbortouch Hospitality: _____ x \$49.99/month | <input type="checkbox"/> POSitouch: _____ x \$49.99/month                 |
| <input type="checkbox"/> Harbortouch Retail: _____ x \$49.99/month      | <input type="checkbox"/> Future POS: _____ x \$49.99/month                |
| <input type="checkbox"/> Harbortouch Checkout: _____ x \$49.99/month    | <input type="checkbox"/> Focus POS: _____ x \$49.99/month                 |
| <input type="checkbox"/> Harbortouch Salon & Spa: _____ x \$49.99/month | <input type="checkbox"/> Focus POS (software only) _____ x \$19.99/month: |

**Total Monthly Service Fee:** \$ \_\_\_\_\_ /month plus local, state, and federal taxes☐ Check here if you DO NOT need a cash drawer with some of the systems ordered.

Number of cash drawers needed: \_\_\_\_\_

How many POS stations will be accepting payment? \_\_\_\_\_

Connection Type: ☐ USB    ☐ Ethernet    ☐ 5 Port Switch (Qty: \_\_\_\_\_ )☐ Server/Employee Cards

First 10 cards are included free in base package

☐ Additional bundles of 50 - \$49.00 per 50 cards

Number of additional bundles: \_\_\_\_\_

**Optional Add-Ons ("Add-Ons")** For an additional monthly per-item service charge Merchant shall be entitled to service for the Add-ons as set forth in the Agreement.

- |   |   |
|---|---|
| <input type="checkbox"/> SkyTab Mobile: _____ x \$20.00/month                                   | <input type="checkbox"/> Digital Scale (SkyTab/Hosp/Retail/Checkout): _____ x \$39.99/month |
| <input type="checkbox"/> SkyTab Glass: _____ x \$29.99/month                                    | <input type="checkbox"/> Caller ID - 2 Line: _____ x \$9.99/month                           |
| <input type="checkbox"/> SkyTab KDS: _____ x \$29.99/month                                      | <input type="checkbox"/> Caller ID - 4 Line: _____ x \$19.99/month                          |
| <input type="checkbox"/> SkyTab Customer-facing Display: _____ x \$29.99/month                  | <input type="checkbox"/> 2D Barcode Scanner: _____ x \$9.99/month                           |
| <input type="checkbox"/> EMV/NFC PIN Pad (SkyTab Only): _____ x \$9.99/month                    | <input type="checkbox"/> Panda Antivirus (POSi only) _____ x \$9.99/month                   |
| <input type="checkbox"/> Tableside (HT Hospitality/Focus/Future/POSi/RM): _____ x \$49.99/month | <input type="checkbox"/> Bitdefender Antivirus (POSi only) _____ x \$9.99/month             |
| <input type="checkbox"/> POS Server (Future/POSi): _____ x \$39.99/month                        | <input type="checkbox"/> POSeCard (POSi only) _____ x \$0.00/month                          |
| <input type="checkbox"/> Remote Printer - Thermal: _____ x \$9.99/month                         | <input type="checkbox"/> MX Hibachi Table Ordering Module (POSi only) _____ x \$0.00/month  |
| <input type="checkbox"/> Remote Printer - Dot Matrix: _____ x \$9.99/month                      | <input type="checkbox"/> Delivery Labels Software (POSi only) _____ x \$0.00/month          |
| <input type="checkbox"/> Kitchen Video System: _____ x \$39.99/month                            | <input type="checkbox"/> Slipstream Gift & Loyalty (POSi only) _____ x \$16.99/month        |

**Optional Accessory Purchases**

These Items are Purchased by Merchant before or after initial sale and are NOT part of the Service Agreement. All products received "as is, whereis".

- |   |  |
|---|--|
| <input type="checkbox"/> Integrated Customer Display (Onyx only): _____ x \$69.00 | <input type="checkbox"/> Split Cable for Cash Drawers: _____ x \$25.00 |
| <input type="checkbox"/> Additional Cash Till: _____ x \$25.00                    | <input type="checkbox"/> Pole Display (POSi only): _____ x \$292.00    |
| <input type="checkbox"/> Additional Cash Drawer: _____ x \$129.00                 |  |

PRINCIPAL #1 INITIALS: \_\_\_\_\_ PRINCIPAL #2 INITIALS: \_\_\_\_\_

**SHIPPING METHOD**

☐ Ground (N/A for AK & HI)  
☐ 2nd Day  
☐ Next Day Air  
See Service Agreement terms for details.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

**PROGRAMMING/INSTALLATION METHOD (NEW SKYTAB POS ORDERS ONLY)**

☐ No Programming  
☐ Shift4 Programming  
☐ Shift4 Install  
☐ Partner Install

**OWNERS OR OFFICERS**

Principal #1			Social Security Number			Principal #2			Social Security Number		
Residence Address						Residence Address					
City		State	ZIP			City		State	ZIP		

**Personal Guaranty:** This general, absolute, and unconditional Guaranty ("Guaranty") by the undersigned (collectively "Guarantor" or "my" or "I" or "me") is for the benefit of Shift4 Payments, LLC d/b/a Shift4 ("Company") and its affiliates and subsidiaries. For value received, and in consideration for the mutual undertakings contained in the Agreements, exhibits, and all other related agreements entered into between Merchant and Company or its parents, affiliates, successors, and assigns, I absolutely and unconditionally guarantee the full performance of all Merchant's obligations to Company, together with all costs, expenses, and attorneys' fees incurred by Company, its parents, affiliates, successors, or assigns, in connection with any action, inactions, or defaults of Merchant with respect to this Agreement or any other Agreement currently in effect or in the future entered into between Merchant or its principals and Company, its parents, affiliates, successors, or assigns. I waive any right to require Company, its parents, affiliates, successors, or assigns, to proceed against other entities or Merchant. There are no conditions attached to the enforcement of this Guaranty. I authorize, Company, its parents, affiliates or assigns to make from time to time any personal credit or other inquiries and agree to provide, at Company's request, financial statements and/or tax returns. I agree that this Guaranty shall be governed and construed in accordance with the State of Pennsylvania, and that the courts of Pennsylvania shall have and be vested with personal jurisdiction. The termination of this 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, parents, heirs, administrators, successors and assigns of Guarantor and Company.

**AGREED AND ACCEPTED:**

**X** \_\_\_\_\_  
PRINCIPAL 1 SIGNATURE PRINT NAME

**X** \_\_\_\_\_  
PRINCIPAL 2 SIGNATURE PRINT NAME

**ACH Authorization:** The fees and charges as specified in POS Exhibit A and the terms and conditions shall be debited from Merchant's account upon the execution of this Service Agreement and then on a monthly basis thereafter. All other charges payable hereunder shall be debited during the month in which they were incurred. Authorized Merchant Representative's signature below authorizes Shift4 Payments, LLC d/b/a Shift4 ("Company"), its affiliates, subsidiaries, designated assignees, or third party providers, including but not limited to Company, to initiate ACH transfer entries to credit and/or debit the account identified in the voided check provided to Company for the fees and charges incurred under the Service Agreement. This authorization shall remain in effect unless and until Company receives written notification from Merchant that this authorization has been terminated in such time and manner to allow Company to act.

**Credit Inquiry Authorization:** Authorization is hereby granted by the Merchant representative who has signed below to Shift4 Payments, LLC d/b/a Shift4 ("Company") to obtain a consumer credit report through a credit reporting agency chosen by Company. Authorized Merchant Representative understands and agrees that Company intends to use the consumer credit report for the purposes of evaluating my financial readiness to enter into this Service Agreement. Authorized Merchant Representative understands that this credit report will be retained on file at the Company office for use only by Company staff. This information will not be disclosed to anyone by Company without written consent unless required by law. Authorized Merchant Representatives signature below authorizes the release to the credit reporting agency of financial information which I have supplied to Company in connection with such an evaluation. Authorization is further granted to the credit reporting agency to use photostatic reproduction of this form if required to obtain any information necessary to complete my consumer credit report.

SIGNING BELOW GRANTS COMPANY AUTHORIZATION TO DEBIT THE MERCHANT ACCOUNT AS SET FORTH HEREIN AND GRANTS COMPANY PERMISSION TO THE RELEASE OF FINANCIAL INFORMATION TO THE CREDIT REPORTING AGENCY AND GRANTS PERMISSION FOR COMPANY TO OBTAIN A COPY OF MY CREDIT REPORT.

PLEASE READ THIS SERVICE AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION, INCLUDING YOUR REQUIRED USE OF COMPANY'S TRANSACTION PROCESSING SERVICES. THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO A MERCHANT IN THE EVENT OF A DISPUTE (PLEASE SEE SECTION 11 (e) FOR FURTHER DETAILS).

THE INITIAL TERM OF THE SERVICE AGREEMENT IS FOR TWELVE (12) MONTHS. PLEASE SEE SECTION 3 FOR FURTHER DETAILS.

BY THEIR EXECUTION BELOW, THE UNDERSIGNED AGREES TO ABIDE BY THE SERVICE AGREEMENT. THE SERVICE AGREEMENT CONSISTS OF THE POS EXHIBIT A, THE POS ORDER FORM, AND THE **SKYTAB POS SYSTEM SERVICE AGREEMENT** TERMS AND CONDITIONS. MERCHANT ACKNOWLEDGES RECEIPT OF SERVICE AGREEMENT TERMS AND CONDITIONS. THE SERVICE AGREEMENT REQUIRES THE USE OF COMPANY'S TRANSACTION PROCESSING SERVICES UNDER A SEPARATE MERCHANT TRANSACTION PROCESSING AGREEMENT. **THE TERMS OF EACH AGREEMENT ARE LOCATED AT [WWW.SHIFT4.COM/LEGAL](http://WWW.SHIFT4.COM/LEGAL).** MERCHANT WARRANTS THAT THE INFORMATION PROVIDED TO COMPANY IS COMPLETE AND ACCURATE.

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 COMPANY.

**AGREED AND ACCEPTED:**

MERCHANT LEGAL NAME: \_\_\_\_\_

**X** \_\_\_\_\_  
PRINCIPAL 1 SIGNATURE PRINT NAME

**X** \_\_\_\_\_  
PRINCIPAL 2 SIGNATURE PRINT NAME