



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 FAIR ISAAC SCORE
OFFICE PHONE		OFFICE CODE	

01 MERCHANT INFORMATION					
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					

02 MERCHANT PROFILE					
MERCHANTISE/SERVICE SOLD:				PERCENT OF BUSINESS	
YEARS IN BUSINESS:	MONTHLY VOLUME: \$			CARD SWIPED	_____ %
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 +					
E-COMMERCE MERCHANTS ONLY					
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:		

03 BANKING INFORMATION					
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.					

04 CERTIFICATION OF BENEFICIAL OWNER(S)									
I: BENEFICIAL OWNERSHIP INFORMATION: 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. INDIVIDUAL WITH SIGNIFICANT CONTROL:															
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															
<div><div><input type="checkbox"/> OPTION 1 - ADVANTAGE PROGRAM PRICING PRICING FOR VISA/MASTERCARD/DISCOVER: ADVANTAGE PROGRAM: _____ %</div><div><input checked="" type="checkbox"/> PRICING FOR AMERICAN EXPRESS OPT BLUE PROGRAM: SAME RATE AS CREDIT/DEBIT FOR VISA/MASTERCARD/DISCOVER</div></div>															
<div><div><input type="checkbox"/> OPTION 2 - FLAT RATE PRICING PRICING FOR VISA/MASTERCARD/DISCOVER: FLAT RATE: _____ %</div><div>SELECT ONE: <input type="checkbox"/> PRICING FOR AMERICAN EXPRESS OPT BLUE PROGRAM: BUNDLED: _____ % + _____ ¢ <input type="checkbox"/> PRICING FOR AMERICAN EXPRESS ESA PROGRAM: SE NUMBER: _____ TRANSACTION FEE: <u>25</u> ¢</div></div>															
<div><div><input type="checkbox"/> OPTION 3 - SIMPLECHANGE PRICING PRICING FOR VISA/MASTERCARD/DISCOVER: <input type="checkbox"/> NET <input type="checkbox"/> GROSS CREDIT/DEBIT: SIMPLECHANGE, DUES & ASSESSMENTS + _____ %</div><div>SELECT ONE: <input type="checkbox"/> AMERICAN EXPRESS OPT BLUE PROGRAM: Same rate as credit/debit for Visa/Mastercard/Discover <input type="checkbox"/> AMERICAN EXPRESS ESA PROGRAM: SE NUMBER: _____</div></div>															
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.															
<div><div><input type="checkbox"/> OPTION 4 - INTERCHANGE PLUS PRICING PRICING FOR VISA/MASTERCARD/DISCOVER: <input type="checkbox"/> NET <input checked="" type="checkbox"/> GROSS CREDIT: INTERCHANGE, DUES & ASSESSMENTS + _____ % DEBIT: INTERCHANGE, DUES & ASSESSMENTS + _____ %</div><div>SELECT ONE: <input type="checkbox"/> PRICING FOR AMERICAN EXPRESS OPT BLUE PROGRAM: COST PLUS: AMEX COST + _____ % + _____ ¢ <input type="checkbox"/> AMERICAN EXPRESS ESA PROGRAM: SE NUMBER: _____</div></div>															
Please review the Merchant Processing Agreement at www.shift4.com/legal 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 www.visa.com , www.mastercard.com or www.americanexpress.com . 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.															
<div><div><input type="checkbox"/> OPTION 5 - TIERED PRICING PRICING FOR VISA/MASTERCARD/DISCOVER: 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></div><div>FOR AMERICAN EXPRESS ACCEPTANCE SELECT ONE PROGRAM: <input type="checkbox"/> PRICING FOR AMERICAN EXPRESS OPT BLUE PROGRAM: SELECT ONE: <input type="checkbox"/> TIERED: RATE 1: _____ % + _____ ¢ RATE 2: _____ % + _____ ¢ RATE 3: _____ % + _____ ¢ <input type="checkbox"/> BUNDLED: <u>3.50</u> % + <u>10</u> ¢ <input type="checkbox"/> PRICING FOR AMERICAN EXPRESS ESA PROGRAM: SE NUMBER: _____ BRAND VOLUME: <u>20</u> % + <u>25</u> ¢</div></div>															
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 www.visa.com , www.mastercard.com , www.americanexpress.com , or www.discover.com . 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															
<div><div><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</div><div><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</div></div>															
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), 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.

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.

MERCHANT agrees by its signature below to the Shift4 Gateway Services Agreement. For details, please see 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

☒ AUTHORIZED SIGNER #2 FROM APPLICATION – SIGNATURE

DATE

PRINT NAME

TITLE

☒ ACCEPTED BY SHIFT4

DATE

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