SHIFT4

MERCHANT PROCESSING AGREEMENT
MERCHANT APPLICATION

CSDE:	☐ NEW LOCATION ☐ OWNERSHIP CHANGE ☐ ADDITIONAL LOCATION
AGENT NAME / REP CODE	OFFICE USE ONLY: SIC CODE
OFFICE PHONE / OFFICE CODE	OFFICE USE ONLY: FAIR ISAAC SCORE

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
DBA EMAIL	DBA PHONE		WEBSITE ADDRESS	FEDERAL TAX I.D. # (9 DIGITS)	
AUTHORIZED CONTACT NAME	AUTHORIZED CONTACT EMAIL		AUTHORIZED CONTACT PHONE		

TYPE OF OWNERSHIP: ☐ SOLE PROPRIETOR ☐ PARTNERSHIP ☐ CORPORATION ☐ LLC ☐ NON-PROFIT ☐ GOVERNMENT

02 MERCHANT PROFILE

MERCHANDISE/SERVICE SOLD:	PERCENT OF BUSINESS
MONTHLY VOLUME: $	CARD SWIPED _____ %
AVERAGE TICKET AMOUNT: $ / HIGHEST TICKET AMOUNT: $	MANUAL KEY WITH IMPRINT _____ %
	CARD-NOT-PRESENT _____ %
	TOTAL 100%

DOES MERCHANT CONDUCT BUSINESS SEASONALLY? ☐ YES ☐ NO

IF SEASONAL, INDICATE OPERATING MONTHS: ☐ JAN ☐ FEB ☐ MAR ☐ APR ☐ MAY ☐ JUN ☐ JUL ☐ AUG ☐ SEP ☐ OCT ☐ NOV ☐ DEC

TYPE OF BILLING: ☐ DAILY ☐ MONTHLY (subject to add'l fee) | FUNDING CYCLE (OPTIONAL): ☐ NEXT DAY ☐ 48 HOUR ☐ SAME DAY (subject to add'l fee)

WHEN IS THE CARDHOLDER BILLED FOR PRODUCTS/SERVICES? ☐ ON ORDER ☐ SHIPMENT

DELIVERY OF PRODUCTS: ☐ TIME OF SALE ☐ 1-3 DAYS ☐ 3-5 DAYS ☐ 5-15 DAYS ☐ 15 DAYS +

03 BANKING INFORMATION

NAME OF MERCHANT'S BANK	ROUTING/ABA #	DBA CHECKING ACCOUNT

In accordance with the Merchant Processing Agreement and/or 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	☐ LIGHTHOUSE ACCESS		
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	☐ LIGHTHOUSE ACCESS		
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)	
#3 LAST NAME	FIRST NAME	M.I.	DOB	% OF OWNERSHIP	☐ LIGHTHOUSE ACCESS		
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

#4	LAST NAME	FIRST NAME	M.I.	DOB	% OF OWNERSHIP	☐ LIGHTHOUSE ACCESS
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	☐ LIGHTHOUSE ACCESS
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: ☐ RETAIL ☐ RESTAURANT ☐ SUPERMARKET ☐ LODGING ☐ CARD-NOT-PRESENT (CNP) ☐ ECOMMERCE

☐ **OPTION 1 - ADVANTAGE PROGRAM PRICING**
PRICING FOR VISA/MASTERCARD/DISCOVER:

ADJUSTMENT PERCENTAGE: _____ %

☐ DUAL PRICING ☐ SUPPLEMENTAL FEE ☐ CASH DISCOUNT

☑ **PRICING FOR AMERICAN EXPRESS OPT BLUE PROGRAM:**
SAME RATE AS CREDIT/DEBIT FOR VISA/MASTERCARD/DISCOVER

The Advantage Program supports dual pricing, a supplemental fee (with discount) for all transaction types, or a cash discount where non-cash pricing is displayed. Merchant shall operate the Advantage Program pursuant to the Rules and Laws, and assumes responsibility for any fees, fines, and penalties for failing to operate in a compliant fashion. By enrolling in the Advantage Program, Merchant also agrees to the Advantage Program Terms and Conditions listed on shift4.com/legal.

☐ **OPTION 2 - FLAT RATE PRICING**
PRICING FOR VISA/MASTERCARD/DISCOVER:

FLAT RATE: _____ %

SELECT ONE:
☐ **PRICING FOR AMERICAN EXPRESS OPT BLUE PROGRAM:**
BUNDLED: _____ % + _____ ¢

☐ **PRICING FOR AMERICAN EXPRESS ESA PROGRAM:**
SE NUMBER: _____ TRANSACTION FEE: 25 ¢

☐ **OPTION 3 - SIMPLECHANGE PRICING**
PRICING FOR VISA/MASTERCARD/DISCOVER:

☐ NET ☐ GROSS

CREDIT/DEBIT: SIMPLECHANGE, DUES & ASSESSMENTS + _____ %

SELECT ONE:
☐ **AMERICAN EXPRESS OPT BLUE PROGRAM:**
COST PLUS: AMEX COST + _____ % + _____ ¢

☐ **AMERICAN EXPRESS ESA PROGRAM:**
COST PLUS: AMEX COST + _____ % + _____ ¢
SE NUMBER: _____

All AMEX transactions will be charged an 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%.

☐ **OPTION 4 - INTERCHANGE PLUS PRICING**
PRICING FOR VISA/MASTERCARD/DISCOVER:

☐ NET ☑ GROSS

CREDIT: INTERCHANGE, DUES & ASSESSMENTS + _____ %

DEBIT: INTERCHANGE, DUES & ASSESSMENTS + _____ %

SELECT ONE:
☐ **PRICING FOR AMERICAN EXPRESS OPT BLUE PROGRAM:**
COST PLUS: AMEX COST + _____ % + _____ ¢

☐ **AMERICAN EXPRESS ESA PROGRAM:**
SE NUMBER: _____

"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%. AMEX ESA Program acceptance will be assessed at the same processing rates of Visa/Mastercard/Discover credit section.

☐ **OPTION 5 - TIERED PRICING**
PRICING FOR VISA/MASTERCARD/DISCOVER:

SELECT ONE: ☐ 2 - TIER (CNP/ECOMMERCE ONLY) RATE 1: _____ RATE 2: RATE 1 + 1.79% + 10¢

☐ 3 - TIER RATE 1: _____ RATE 2: RATE 1 + 1.39% + 10¢ RATE 3: RATE 1 + 1.79% + 10¢

☐ 4 - TIER RATE 1: _____ RATE 2: _____ RATE 3: RATE 2 + 1.39% + 10¢ RATE 4: RATE 2 + 1.79% + 10¢

FOR AMERICAN EXPRESS ACCEPTANCE SELECT ONE PROGRAM:

☐ **PRICING FOR AMERICAN EXPRESS OPT BLUE PROGRAM:**

SELECT ONE: ☐ TIERED: RATE 1: _____ % + _____ ¢ RATE 2: _____ % + _____ ¢ RATE 3: _____ % + _____ ¢

☐ BUNDLED: 3.50 % + 10 ¢

☐ **PRICING FOR AMERICAN EXPRESS ESA PROGRAM:**

SE NUMBER: _____

BRAND VOLUME: .20 % + 25 ¢

Assessments, which are in addition to tiered fees, 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. 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.

CARD-NOT-PRESENT FLAT RATE PRICING

Disclaimer: Card-Not-Present Flat Rate Pricing will be added to the Qualified Pricing listed above. Only fill out these fields below if you want to charge additional basis points and transactions fee for Card-Not-Present.

CARD-NOT-PRESENT DISCOUNT RATE: _____ % CARD-NOT-PRESENT TRANSACTION FEE $ _____

ALTERNATIVE PAYMENT OPTIONS

DO YOU WANT TO ENROLL IN ACH PAYMENT SERVICES? ☐ YES ☐ NO

IF YOU SELECTED YES, PLEASE PICK ONE OF THE FOLLOWING OPTIONS : ☐ 55 BSPT CAPPED AT $8.00 ☐ $0.75 PER ACH TRANSACTION

INITIALS: _____

06 TRANSACTION CHARGES

☐ VISA/MASTERCARD/DISCOVER:	SECTION 5	+ 25 ¢ TRANSACTION FEE	☑ VOICE AUTHORIZATION FEE:	$ 1.75	EACH
☐ PIN DEBIT (OVER NETWORK PASS-THROUGH):	____ %	+ 35 ¢ TRANSACTION FEE	☑ CHARGEBACK FEE:	$ 30.00	EACH
☐ EBT (FCS ID: _____)	N/A	+ ¢ TRANSACTION FEE	☑ RETRIEVAL REQUEST:	$ 25.00	EACH
☐ CNP (Section 5):	____ %	+ ____ ¢ TRANSACTION FEE	☑ NSF FEE:	$ 25.00	EACH PLUS NACHA FEES
☑ BATCH:		$ 0.35 EACH			

$0.015 applies to each transaction to cover enhanced security services. $0.005 fee applies to all transactions to cover association fees. $0.0025 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.

07 SERVICE CHARGES

☐ MONTHLY MINIMUM: $ 25.00 ☐ DEBIT ACCESS FEE: $_____ ☐ MONTHLY ADMINISTRATIVE FEE: $ _____ ☐ MONTHLY PREMIUM SERVICE & SUPPORT FEE*: $ _____

*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 $20.00/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

For the first 30 days following the opening of your merchant account, the Lighthouse Business Management System (LHBMS) will be made available to you at no additional cost ("Introductory Period"). After the Introductory Period, a monthly $20.00 fee (per MID) will be charged for access to LHBMS. Some servicing arrangements do not require access to LHBMS (i.e., merchants who do not have integrated POS systems). Terms and conditions apply.

The Lighthouse Administrators designated in Section 4 will receive a Lighthouse registration email that will grant them access to change bank deposit account, profile settings, link merchant accounts, virtual terminal, statements and more. Sub-users can be configured afterward by the admin for transactional reporting. As an authorized representative of Merchant, you acknowledge and agree that Merchant, and not Company, is solely responsible for the actions or omissions of Lighthouse Administrators.

Additionally, for SkyTab POS merchants, for the first 60 days following the opening of your merchant account, Workforce will be made available to you at no additional cost ("Introductory Period"). After the Introductory Period, a monthly $35.00 fee (per MID) will be charged for access to Workforce. Merchants can cancel their access to Workforce at any time. Terms and conditions apply.

09 MERCHANT COMPLIANCE

An annual $189.99 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 Payments, LLC ("Company") 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. Company 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.

10 VISA DISCLOSURE

An important Acquirer Disclosure accompanies this Merchant Application and identifies the member financial institution associated with this Merchant Processing Agreement. Please refer to the Acquirer Disclosure for more information. Company may provide separate notification to Merchant regarding the applicable Acquirer associated with this Merchant Process Agreement.

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 Processing 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 Processing Agreement.
4. Comply with Visa Rules.

The responsibilities listed above do not supersede the terms of the Merchant Processing 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

X _____ _____

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 ("Company") (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 Company.

AGREED AND ACCEPTED

X _____

AUTHORIZED SIGNER #1 FROM APPLICATION — SIGNATURE DATE

_____

PRINT NAME

X _____

AUTHORIZED SIGNER #2 FROM APPLICATION — SIGNATURE DATE

_____

PRINT NAME

13 SIGNATURES

By executing below, 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/legal), and Merchant acknowledges it has received and read the Terms and Conditions at the time of signing. Merchant represents and warrants that the information provided in this Merchant Application is complete and accurate and hereby authorizes Shift4 Payments, LLC ("Company") 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, authorizes each of Company and Bank and their agents and/or assigns, to make from time to time, any business and personal credit and other inquiries. Depending on Merchant's authorization and settlement composition, 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 AS WELL AS ANY RIGHTS TO PARTICIPATE IN A CLASS ACTION AND AGREE TO RESOLVE ALL CLAIMS AND DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION. SEE 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.

PRINT LEGAL NAME OF MERCHANT BUSINESS

X _____
AUTHORIZED SIGNER #1 FROM APPLICATION — SIGNATURE DATE

_____ _____
PRINT NAME TITLE

X _____
AUTHORIZED SIGNER #2 FROM APPLICATION — SIGNATURE DATE

_____ _____
PRINT NAME TITLE

X _____
ACCEPTED BY SHIFT4 DATE

SHIFT4 IS A REGISTERED ISO OF BANK. See the Acquirer Disclosure form for more information.