

APPLICATION FOR MERCHANT CARD PROCESSING

STW Short Name: _____	Assoc #: _____	Branch #: (if applicable) _____
Sales Rep Name: _____	Sales Rep Code: _____	

For purposes of this application, "Processor" or "Global Payments" is TSYS Merchant Solutions, LLC dba Global Payments, with an address of 1 Heartland Way, Jeffersonville, IN 47130 and can be contacted at (800) 654-9256. Additional information can be found on the Global Payments-affiliated website, www.TSYS.com.

1. BUSINESS INFORMATION	
Legal Name of Business (25 characters max)	DBA Name (25 characters max)
Legal Address Suite	DBA Address (Physical location, no PO Boxes) Suite
City State ZIP	City State ZIP
Legal Phone Number	DBA Phone Number
Email Address for Notices: _____ (See "Notices" in the Merchant Card Processing Agreement included with this application for additional information relating to email address usage.)	
Customer Service Phone Number	Length Owned: _____ Years Months
Website Address: _____	
Preferred Address for: Statements? <input type="checkbox"/> Legal Address or <input type="checkbox"/> DBA Address <input type="checkbox"/> Electronic Chargebacks? <input type="checkbox"/> Legal Address or <input type="checkbox"/> DBA Address <input type="checkbox"/> FAX _____ <input type="checkbox"/> Email Address (TransLink) _____	
Contact Name: _____	Title _____ Phone _____
Any prior bankruptcies? Business: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Filing Date? _____	Personal: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Filing Date? _____
Business type: <input type="checkbox"/> Retail <input type="checkbox"/> Retail with Tips <input type="checkbox"/> Restaurant <input type="checkbox"/> MOTO _____ % <input type="checkbox"/> Internet _____ % <input type="checkbox"/> Lodging <input type="checkbox"/> Supermarket <input type="checkbox"/> Utility <input type="checkbox"/> Pharmacy <input type="checkbox"/> Business to Business _____ %	
Detailed business description (including description of Products or Services sold). Provide separate pages if needed:	MCC / SIC _____

2. W-9 INFORMATION (Input information as shown on your income tax return.)	
Taxpayer Identification Number: (Must be 9 digits) _____ <input type="checkbox"/> EIN <input type="checkbox"/> Social Security Number or <input type="checkbox"/> ITIN	Name (as shown on your income tax return, up to 40 characters) _____
Address for IRS/Compliance notices: (if different than Legal Address given above) _____ City State ZIP	
Type of Ownership: _____ Exempt Payee: <input type="checkbox"/> Yes <input type="checkbox"/> No	501(c)(3) Tax-exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Sole Proprietorship, Date of Birth _____ <input type="checkbox"/> LLC <input type="checkbox"/> Partnership	<input type="checkbox"/> Ltd Liability Partnership <input type="checkbox"/> Government Entity <input type="checkbox"/> Trust <input type="checkbox"/> Professional Assoc.
<input type="checkbox"/> Political Organization <input type="checkbox"/> Public Corporation	<input type="checkbox"/> Private Corporation <input type="checkbox"/> Non Profit Corporation <input type="checkbox"/> Financial Institution

3. BENEFICIAL OWNER AND OFFICER INFORMATION					
A. 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 interests of the legal entity or sole proprietorship for which the account is being opened.					
Name of Owner	U.S. Citizen: Social Security Number Non-U.S. Person: Social Security Number, Passport Number and Country of Issuance, or other similar identification number ¹	Date of Birth	Percent Owned (%)	Residential Address, City, State, Zip	Residential Phone Number
	<input type="checkbox"/> U.S. Citizen <input type="checkbox"/> Non-U.S. Person				
	<input type="checkbox"/> U.S. Citizen <input type="checkbox"/> Non-U.S. Person				
	<input type="checkbox"/> U.S. Citizen <input type="checkbox"/> Non-U.S. Person				
	<input type="checkbox"/> U.S. Citizen <input type="checkbox"/> Non-U.S. Person				
B. The following information for <u>one</u> individual with significant responsibility for managing the legal entity listed above, such as: An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or any other individual who regularly performs similar functions. (If appropriate, an individual listed under section A above may also be listed in this section B.)					
Name of Officer/Manager and Title	U.S. Citizen: Social Security Number Non-U.S. Person: Social Security Number, Passport Number and Country of Issuance, or other similar identification number ¹	Date of Birth	Percent Owned (%)	Residential Address, City, State, Zip	Residential Phone Number
	<input type="checkbox"/> U.S. Citizen <input type="checkbox"/> Non-U.S. Person				
¹ In lieu of a passport number, Non-U.S. persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard. Privacy Policy can be found at www.tsys.com.					
Name and Title of person Opening Account who by signing section 12 of this application is certifying (i) that, to the best of his/her knowledge, the information provided in this section 3 is complete and correct, and (ii) that the information provided in Sections 1 and 2 about the legal entity for which the account is being opened is complete and correct.				Name: _____	Title: _____

4. SITE SURVEY / PATRIOT ACT

Site Survey:	<input type="checkbox"/> On Site Visit Done by Sales Representative	Merchant's physical inventory consistent with the business signage: <input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Sales Partner Validated	Site Consistent with application: <input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> No Site Survey Performed	

Signature of Sales Representative*: _____ Printed Name: _____ Date: _____

*By signing above you hereby acknowledge that the information listed herein is true and accurate and was personally observed on the indicated document, as applicable.

PATRIOT ACT REQUIREMENTS - To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. Complete Section I and II for all business types except if a Government Entity where only Section I is required. Completion of Site Survey section by Sales Representative is required.

Section I: Government Form of Identification	Items Reviewed	Section II: Business Form of Identification	Items Reviewed
<input type="checkbox"/> Government Entity Articles of Incorporation <input type="checkbox"/> Government Entity Tax Determination Letter <input type="checkbox"/> Government Entity Third Party Verification	Third Party Verification Description: _____ _____ _____ _____	<input type="checkbox"/> Government Issued Business License <input type="checkbox"/> Tax Return <input type="checkbox"/> Entity Articles <input type="checkbox"/> Business Financial Statement	Business Name: _____ Date and Place of Issuance: _____ ID/IRS Employer ID: _____ Expiration Date: _____

5. CARD PROCESSING INFORMATION

Have you ever accepted credit cards before? Yes No If yes, what is the processor's name? _____
 Please provide the most recent 3 months of credit card processing statements.

Number of locations? _____ If you are affiliated with an existing account, please provide existing Merchant ID#: _____

Please check this box if you are applying for processing services for additional merchant locations. If the additional locations are under common ownership, federal tax identification number, same authorized signatory, please submit the Additional Merchant Addendum as Exhibit A with this application. Please note that all additional locations, along with the Primary location, will be subject to and governed by the terms and conditions of this application and the Merchant Card Processing Agreement referenced in and included with this application. If the additional locations are not under common ownership or have varying tax identification numbers and authorized signatories, you will be required to submit a separate Application for Merchant Card Processing per location.

Do you bill your customers prior to goods being shipped? Yes No
 If Yes, how many days? 0-2 days 3-30 days 31-60 days 61-90 days Over 90 days

Card Types Requested?* Select all that apply. All Credit Cards All Credit and PIN Based Debit Cards PIN Based Debit Cards Only **

*Merchant has the right not to accept all card types. **Point Of Sale programming cannot prohibit the acceptance of credit cards; therefore, it is the merchant's responsibility to enforce this. Processor, and not Member Bank, will settle American Express, PayPal™ In-Store, Discover, and JCB transactions.

Credit Card Processing Methods	Do you use a third party fulfillment house? <input type="checkbox"/> Yes <input type="checkbox"/> No	Average Credit/Debit Transaction (Ticket) Amount:	Total Credit/Debit Monthly Sales:
Card Swiped Transactions _____ %	If yes, provide name and address. _____ _____ _____	\$ _____	\$ _____
Manually Keyed (Card Present) _____ %			
Manually Keyed (Card Not Present and/or Mail Order/Telephone Order) _____ %			
eCommerce (Card Not Present) _____ %			
Total (must equal 100%) <u>100</u> %			
Business to Business (must be 0 - 100%) _____ %			

Does annual American Express volume exceed \$1,000,000? Yes No Would Merchant like to receive American Express marketing materials Yes No*

*By checking 'No' merchant opts out of receiving future commercial marketing communications from American Express. Note that you may continue to receive marketing communications while American Express updates its records to reflect your choice. Opting out of commercial marketing communications will not preclude you from receiving important transactional or relationship messages from American Express.

Seasonal Business? Yes No If Yes, indicate by "X" the months that are ACTIVE: Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

List the names of each of your independent contractors or agents that will have access to, store, process, or transmit cardholder data, including online shopping carts, payment gateways, hosting companies, and order-taking services. (Provide separate pages if needed).

6. BANKING INFORMATION

Name and Phone Number of Financial Institution	Routing Number (Shown on the bottom of check)	Bank Account Number (Shown on the bottom of check)	Type of Accounts	Use this account for* (select all that apply)
1.**			<input type="checkbox"/> checking <input type="checkbox"/> savings <input type="checkbox"/> general ledger	<input type="checkbox"/> daily settlement <input type="checkbox"/> TXP ACH settlement <input type="checkbox"/> monthly billing <input type="checkbox"/> TXP ACH fees <input type="checkbox"/> chargebacks

*If nothing indicated, Financial Institution #1 will be used for all ACH activity. **AUTHORIZATION FOR AUTOMATIC FUNDS TRANSFER (ACH): The Member Bank (defined on page 1) is authorized to initiate or transmit automatic debit and/or credit entries and/or check entries to the account identified above(**) for all services contemplated under this Agreement. Said authority is granted to Member Bank's Processor and their agents. This authority is to remain in effect until Member Bank or its agents receive written notice from Merchant revoking it. You understand that you will be considered the Receiver of all ACH entries submitted hereunder, and agree to comply with all rules and operating guidelines of the NACHA Rules and other relevant clearing house associations which are applicable to Receivers, as the same may be applicable to transactions processed hereunder.

8. FEE SCHEDULE

PRICING (Select One): <input type="checkbox"/> QMNR <input type="checkbox"/> Differential <input type="checkbox"/> Pass Through <input type="checkbox"/> TransFreedom <input type="checkbox"/> Mrch Surcharge <input type="checkbox"/> Flat Rate			PROCESSING TYPE: <input type="checkbox"/> Retail <input type="checkbox"/> MOTO <input type="checkbox"/> TTC		
Fee Category: Visa/MC/AXP/DISC/PP/JCB/ Diners Cards (if applicable)	Discount Rate	Authorization Fee	Per Item Fee	Voice/ARU Auth Fee \$ _____	Chargeback Fee \$ _____
Qualified, Mrch Surcharge or Plus Rate: (Retail, MOTO, Internet)	_____ %	All Card Types \$ _____	\$ _____	Batch Close Fee \$ _____	Retrieval Fee \$ _____
Mid-Qualified Surcharge: (Retail Only)	_____ %		\$ _____	Monthly Minimum Discount \$ _____	Application Setup Fee \$ _____
Non-Qualified or Differential Surcharge: (Retail, MOTO, Internet)	_____ %		\$ _____	Monthly Service Fee \$ _____	Reprogramming Fee \$ _____
Rewards Surcharge: (Retail Only)	_____ % <input type="checkbox"/> with Qualified Rewards at Pass Thru			TransFreedom Monthly Fee \$ _____	Terminal Support Fee \$ _____
Check Card Rebate: (Signature Based)	<input type="checkbox"/> Standard Card Rebates <input type="checkbox"/> Card Rebates at Full Difference <input type="checkbox"/> - _____		\$ _____	PCI Monthly Fee \$ _____ PCI Annual Fee \$ _____	Annual Fee: \$ _____ Start Date: _____
Fees for Access to Card Brand Services (see description below)	_____ %		\$ _____	ACH Return Fee \$ _____	<input type="checkbox"/> Merchant Savings Club Monthly Fee \$ _____
Paper Statement Fee – only billed if you elect to receive paper statements \$ _____				Payment Gateway Monthly \$ _____	Payment Gateway Setup \$ _____

By checking this box, you acknowledge that you have read and agree to Consent to Paperless Delivery of Tax Related Documents located at www.TSYS.com/documents and included with this application and that you consent to receiving IRS notices via paperless delivery. For purposes of paperless delivery of IRS Notices, you are required to provide a valid email address. If different from the email address already provided above, please indicate the email address where you wish to receive paperless delivery of your IRS Notices. If you consent to receive IRS/Compliance notices by paperless delivery, please indicate the email address where such notices should be sent.

Email address (required):
 Fees assessed by the Card Brands will be charged to Merchant as allocated by Global Payments. **Batch Close Fee:** All batch closing and batch inquiries are considered "transactions" and will be billed at the same rate as Visa / MC / AXP / DISC/PP Trans Fees unless specified. **Monthly Minimum Discount:** Applies to Discount Rate & captured transaction fees. Qualified T&E Surcharge of .60% will apply to T&E merchant transactions. **TransFreedom:** In addition to your TransFreedom Monthly fee, Automatic Volume Purchase billing may apply to volume processed in excess of the current pricing tier at a rate of \$20.00 per every \$500.00 in additional processed volume. **Regulatory and Compliance Fee:** a \$50 per month fee will be applied to your account if you have provided us with an invalid tax identification number or incorrect name for your company. The Discover On Us program is subject to Discover's approval of merchant for the program and shall have no force or effect unless and until merchant is so approved. If approved, the merchant is eligible to receive up to a capped amount as determined by Discover in Discover interchange fee rebates for 12 months. Rebates will appear on the merchant statement in one month arrears.

Note: Processor and its contractors provide the additional products and services set forth in sections 9, 10 and 11, in addition to Purchasing Cards, Corporate Cards and Fleet Cards and the Regulatory and Compliance Fee above. Member Bank does not provide such services and has no responsibility or liability for them.

9. ADDITIONAL SERVICES AND TERMS

ACH Processing (ACH Addendum required)

TransLink Insights
 Merchant is provided a 60 day free trial period. Merchant will be billed \$29.99 per location per month if not cancelled during the free trial period. These products and services are provided by Processor and not Member Bank. Member Bank has no obligation or liability for this product or service.
 By checking this box, Merchant declines to participate in the TransLink Insights product.

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

PIN Debit/EBT
 PIN Based Debit Per Item Fee* \$ _____ PIN Based Debit Monthly Fee \$ _____ PIN Based Debit Application Fee \$ _____ EBT Per Item Fee \$ _____
 PIN Based Debit Rate* _____ % *Debit Discount Rate: NOTE - PIN Based Debit authorization and interchange fees may apply.

TransIT/ Transaction Express/Transaction Central/ Sierra Semi Integrated Processing Services

TransIT Product: WebPASS MultiPASS THP TSEP Genius Countertop Genius Handheld Genius Mobile Ovation Terminal
 Setup Fee \$ _____ (One time per POS) Monthly Fee \$ _____ (per POS) Data Protection \$ _____ (per item) P2PE Fee \$ _____ (per item)
 TC TC Plus TC Setup Fee \$ _____ (One time per POS) TC Monthly Gateway Fee \$ _____ (per POS) TXP Direct Swipe Monthly Fee \$ _____
 TXP ACH TXP Package Setup Fee \$ _____ (One time per POS) TXP Package Monthly Fee \$ _____ (per POS) Integration Fee \$ _____
 ACH Discount Rate _____ % ACH Trans Fee \$ _____ ACH Return Fee \$ _____ Fraud Check Fee \$ _____
 Starter Business Plan \$ _____0 Countertop Essentials Business Plan \$ _____ Handheld Essentials Business Plan \$ _____ Handheld Complete Business Plan \$ _____
 Countertop Complete Business Plan \$ _____ Gift Setup \$ _____ Gift Monthly \$ _____

Wireless and Other Services

Wireless Setup Fee \$ _____ (One Time/Per Terminal)	Wireless Monthly Gateway Fee \$ _____ (Per Terminal)	Other Fee: \$ _____ Description: _____	PCI Quarterly Program Fee* \$ 29.95 *Fee will be reduced to \$ _____ for ongoing support once compliance is validated. NOTE - an additional monthly fee will be charged for ongoing support each month where compliance is NOT validated.
<input type="checkbox"/> Monthly <input type="checkbox"/> Semiannually Breach Coverage Fee \$ _____		Section 11.2(d) Fee (as stated in the Merchant Card Processing Agreement) does not apply if checked <input type="checkbox"/>	Daily Discount: <input type="checkbox"/> Same Day ACH <input type="checkbox"/>
Breach Enrollment Fee \$ _____ If at any time MERCHANT is not validated for PCI compliance and has opted out of Breach Coverage, MERCHANT will be automatically enrolled in the Breach Coverage program at the rate indicated above, until such time that MERCHANT restores validation and opts out, at which point MERCHANT will again be opted out.			PCI Monthly Non-Validation Fee \$ _____ Same Day ACH Fee \$ _____ PCI Monthly Program Fee** \$ _____ **Fee will be increased to \$ _____ for ongoing support if compliance is not validated 75 days after signing.

10. EQUIPMENT OPTIONS

Industry: Retail Restaurant MOTO Lodging Cash Advance
Equipment shipped to: DBA Legal Agent Other* N/A **Merchant trained by:** Agent Global Payments Other*
Welcome Kit sent by: Agent Global Payments **Welcome Kit shipped to:** DBA Legal Agent Other* N/A

*If Other was selected above, provide shipping details below.

*Name:							*Address:							
*City:			*State:				*Zip:							
Item Description	Model	Version/SIM#	Qty	Code**	Price**	Bill To**	FEATURES							
Terminal							PIN Based Debit		<input type="checkbox"/> Yes <input type="checkbox"/> No					
Terminal							EBT Services		<input type="checkbox"/> Cash Benefits Only <input type="checkbox"/> Food Stamps*** <input type="checkbox"/> Both***					
Terminal							***EBT FNS/FCS# (7 digits):		Multi-Merchant <input type="checkbox"/> Yes <input type="checkbox"/> No					
							Parent MID:		Number of Child Accts:					
							AVS		<input type="checkbox"/> Yes <input type="checkbox"/> No					
PIN Pad							Corp/Purch Card		<input type="checkbox"/> Yes <input type="checkbox"/> No					
PIN Pad							Verification Code		<input type="checkbox"/> Yes <input type="checkbox"/> No					
EMV Reader							Partial Auth		<input type="checkbox"/> Yes <input type="checkbox"/> No					
Check Reader							Auto Close		<input type="checkbox"/> Yes <input type="checkbox"/> No					
Imager							Connection Method		<input type="checkbox"/> Dial <input type="checkbox"/> IP/SSL <input type="checkbox"/> Wireless					
Software Name														
Modem							EMV Capabilities		<input type="checkbox"/> Contact <input type="checkbox"/> Contactless <input type="checkbox"/> NFC					
Merchant Email Address (Required):							Tip at Time of Sale		<input type="checkbox"/> Yes <input type="checkbox"/> No		Tip Calculator		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Shipping, handling, and tax will be billed in addition to the equipment price listed above. **Bill To Options: Merchant, Agent, Global Payments, N/A
Codes: FU = Free use, MO = Merchant owned, PN = Purchase new, PO = Purchase via other source, PRF = Purchased refurbished, FLS = First Data Leasing, EE = Encryption exchange, RTL = Global Payments rental program or STR = Short term rental. Any free use equipment provided by Global Payments is the property of Global Payments and is being provided for free use and Merchant agrees that it has read and agrees to the terms and conditions regarding such free use equipment as set forth in the Merchant Card Processing Agreement located at WWW.TSYS.COM/DOCUMENTS and included with this application.

11. TRANSIT/ TXP/TC/SIERRA SEMI INTEGRATED HARDWARE AND CONFIGURATION ***Required Data

Product: Transit Sierra Semi Integrated Transaction Express Transaction Central TC Plus (CC & ACH – ACH Addendum required)

Transit Product: WebPASS MultiPASS THP TSEP Genius Countertop Genius Handheld Genius Mobile Ovation Terminal

TXP Input Types: Virtual Web Services Batch Post Hosted **Industry:** Retail MOTO eCommerce

*****Integrated Product Name:** _____ *****Integrated Website Address:** _____

*****Welcome Email Address:** _____

TRANSIT FEATURES				SIERRA SEMI INT FEATURES				TXP FEATURES*			
Auto Batch Close Time		Forced Re-Credit		<input type="checkbox"/> Y		Tokenization <input type="checkbox"/> Default <input type="checkbox"/> Custom		Batch Close Method		<input type="checkbox"/> M/A	
Location Type		CNP Batch		<input type="checkbox"/> Y		Custom Tokenization MID:		Direct Swipe		<input type="checkbox"/> Y	
Headquarter MID		Enhanced Data (Level II & III)		<input type="checkbox"/> Y				Partial Authorization		<input type="checkbox"/> Y	
Tokenization: <input type="checkbox"/> Default <input type="checkbox"/> Custom		PIN Debit		<input type="checkbox"/> Y				Batch Response File		<input type="checkbox"/> Y	
Custom Tokenization MID:		Genius Custom Token		<input type="checkbox"/> Y				File Split		<input type="checkbox"/> Y	
EnsureBill: <input type="checkbox"/> InFlight <input type="checkbox"/> Standard								Private Label		<input type="checkbox"/> Y	
Partial Authorization <input type="checkbox"/> Y								PIN Based Debit		<input type="checkbox"/> Y	
Forced Authorization <input type="checkbox"/> Y											
Special Instructions:				TC FEATURES*				TC EXTENDED FEATURES*			
				Batch Close Method		<input type="checkbox"/> A <input type="checkbox"/> M <input type="checkbox"/> M/A		Corp/Purch Cards		<input type="checkbox"/> Y	
				Recurring Method		<input type="checkbox"/> A <input type="checkbox"/> M		Duplicate Card Accept		<input type="checkbox"/> Y	
				Multi-User		<input type="checkbox"/> Y		ECl (req'd for Internet)		<input type="checkbox"/> Y	
				Batch Upload		<input type="checkbox"/> Y		AVS		<input type="checkbox"/> Y	
				Allow Blind Credits		<input type="checkbox"/> Y		Private Label		<input type="checkbox"/> Y	
				Group ID:				PL Name:			
<p>*Important: If feature not selected, it will be defaulted off. If Manual Recurring is selected, Auto Recurring is also activated. If both ECl and Recurring needs to be setup under 1 MID, 2 Transaction Central setups are required. Note: A=Auto / M=Manual</p>											

Item Description	Config/Color	QTY	Code	Price	Bill To	P2PE Deployment Fee	P2PE Monthly Fee

Shipping, handling, and tax will be billed in addition to the equipment price listed above. **Bill To Options: Merchant, Agent, Global Payments, N/A
Codes: FU = Free use, MO = Merchant owned, PN = Purchase new, PO = Purchase via other source, PRF = Purchased refurbished, PI=Purchase Installments, FLS = First Data Leasing, EE = Encryption exchange, RTL = Global Payments rental program or STR = Short term rental. Any free use equipment provided by Global Payments is, as between Merchant and Global Payments, the property of Global Payments and is being provided for free use and Merchant agrees that it has read and agrees to the terms and conditions regarding such free use equipment as set forth in the Merchant Card Processing Agreement located at [www.TSYS.com/documents](http://WWW.TSYS.COM/DOCUMENTS) and included with this application.

PLEASE CAREFULLY REVIEW THE TERMS AND CONDITIONS OF VERSION v02.1025 OF THE MERCHANT CARD PROCESSING AGREEMENT (the "MPA") AVAILABLE AT WWW.TSYS.COM/DOCUMENTS, EACH OF WHICH IS HEREBY INCORPORATED BY REFERENCE. IF APPLICABLE, PLEASE ALSO CAREFULLY REVIEW THE TERMS AND CONDITIONS OF VERSION V6.0419 OF THE CARD NOT PRESENT ADDENDUM TO THE MERCHANT CARD PROCESSING AGREEMENT AVAILABLE AT WWW.TSYS.COM/DOCUMENTS, WHICH IS HEREBY INCORPORATED BY REFERENCE.

Agreement Signature: As the person signing below on behalf of the business designated on the above application as the Merchant, I certify that I am an owner, partner or officer of the Merchant and have been duly authorized to sign this application and to bind the Merchant to the MPA (the "Authorized Signatory"). Merchant and each Guarantor signing below hereby acknowledge that they have each read this application and the MPA and agree to be bound by the terms and conditions contained in these documents. Merchant certifies that all information provided in this application is true, correct and complete. In connection with Merchant's application for merchant processing services, Authorized Signatory (and Guarantor when applicable) authorizes TSYS Merchant Solutions, LLC ("TMS") to obtain consumer reports and related information about Authorized Signatory (and Guarantor when applicable) from one or more consumer reporting agencies. Authorized Signatory (and Guarantor when applicable) understands that obtaining a consumer report may affect Authorized Signatory's (and Guarantor's when applicable) credit score with one or more consumer reporting agencies. Pursuant to this authorization, Authorized Signatory (and Guarantor when applicable) consents to TMS obtaining consumer reports during the processing and review of the application and if the application is approved, at various times during the term of the merchant agreement for any lawful purpose, including but not limited to: (i) underwriting and verifying information in the application, (ii) authenticating my identity, (iii) assisting with internal modeling and analysis, (iv) maintenance, update, renewal, or extension of the merchant processing services; and (v) mitigating fraud, unauthorized transactions, and other illegal activities. Authorized Signatory (and Guarantor when applicable) further authorizes TMS to contact third parties to verify any information in the application and Authorized Signatory (and Guarantor when applicable) authorizes the release from such third parties of any records necessary to verify information. In connection with the purposes above, Authorized Signatory (and Guarantor when applicable) authorizes TMS to share all or parts of Authorized Signatory's (and Guarantor's when applicable) consumer reports and any other information gathered pursuant to this authorization with agents, partners, counterparties, affiliates, or any successor-in-interest. Authorized Signatory (and Guarantor when applicable) acknowledges and agrees Authorized Signatory (and Guarantor when applicable) has had an opportunity to review a summary of its/their rights under the Fair Credit Reporting Act, available here: https://files.consumerfinance.gov/f/201504_cfpb_summary_your-rights-under-fcra.pdf. By affixing their signature(s) below, any/all Personal Guarantor(s) do hereby agree to assume personal responsibility to Member Bank and/or Processor in the event of default of any obligation by the Merchant under the terms of the MPA. The responsibility of the individual guarantors shall accrue for all obligations due to Member Bank and/or Processor under the MPA and all applicable laws, rules, and regulations.

If 'RTL' or 'STR' is indicated in Section 10, then by signing below, and upon receiving delivery of the rental equipment, Merchant represents that Merchant has read and agrees to be bound by the terms of either the POS Portal Rental Agreement or the Equipment Terms set forth in Section 28 of the Merchant Card Processing Agreement (as applicable). If renting equipment from POS Portal, Inc. ("POS Portal") Merchant authorizes POS Portal to verify the application information and receive and exchange information about Merchant, including requesting reports from consumer reporting agencies. If 'FLS' is indicated, then by signing below and upon receipt of the First Data Global Leasing (FDGL) equipment, Merchant represents that Merchant has read and agrees to be bound by the terms of the Equipment Lease Agreement.

Processor will settle your American Express®, PayPal In-Store Checkout and Discover® transactions and (a) Merchant will receive one consolidated statement from Processor that will reflect Merchant's Visa, Mastercard, American Express, PayPal In-Store Checkout and Discover transactions; (b) Merchant's American Express, PayPal In-Store Checkout and Discover settlement funds will be paid at the same time and in the same manner as Merchant's Visa and Mastercard settlement; and (c) Merchant will not have a direct relationship with American Express, PayPal or Discover and the terms set forth in the MPA for American Express, PayPal In-Store and Discover transactions will apply. By signing below, Merchant agrees to be bound by the PayPal Operating Regulations for In-Store Checkout and the American Express merchant requirements. Merchant consents to the disclosure of transaction data, merchant data and other information about the Merchant to American Express and to the use by American Express of such information to perform its responsibilities in connection with the provision of its services, to promote the American Express Network, perform analytics and create reports, and for any other lawful business purposes including marketing purposes. Merchant agrees American Express may use any information in this application to screen and/or monitor Merchant in connection with American Express card marketing and administrative purposes.

If the TransFreedom Program is selected above, then by signing Merchant acknowledges, accepts and agrees that pricing is based upon processed volume and average ticket size and that this pricing may be subject to Automatic Volume Purchase billing, in addition to the TransFreedom monthly fee, if Merchant's actual processing volume exceeds its current pricing tier. Merchant accepts and agrees that it is obligated for all monthly pricing based on its processed volume and average ticket size, including any applicable Automatic Volume Purchase billing.

By electing to process Credit Card and/or Debit Card transactions and by signing this application, Merchant grants consent and authorization to Member Bank or its agents or designated representatives to initiate automatic debit and credit entries and adjustments to the Settlement Account and any Reserve Account through the ACH Settlement Process for the amounts due under and in accordance with the terms and conditions of the this application and the MPA.

By electing to process ACH transactions and by signing this application, Merchant grants consent and authorization to Processor or its agents or designated representatives to initiate automatic debit and credit entries and adjustments to the Settlement Account and any Reserve Account through the ACH Settlement Process for the amounts due under the Automated Clearing House (ACH) Addendum and ACH Terms and Conditions available at WWW.TSYS.COM/DOCUMENTS, which are incorporated by this reference. By signing below Merchant acknowledges that it has read and agrees to be bound by the ACH Addendum, the ACH Business Practices Operating Guide v.1.02 and the ACH Terms and Conditions v2.1024.

By selecting any of the services and products in Sections 8-11 above and by signing this application, Merchant agrees to be bound by the applicable terms available at WWW.TSYS.COM/DOCUMENTS, which are hereby incorporated by reference. Merchant certifies that Merchant does not and will not provide, offer or facilitate gambling services, including offering or facilitating internet gambling services, or establishing quasi-cash, credits or monetary value of any type that may be used to conduct gambling.

Any unilateral alteration, strikeover or modification to the preprinted text or line entries of the application or MPA shall be of no effect. Merchant acknowledges that the parties may produce and rely upon a copy or electronically stored image of the merchant application and MPA for all legal purposes.

Only Merchants in Maryland need initial the two statements below:

If this Agreement is terminated prior to the expiration of the applicable Term, Merchant agrees to pay an account closure fee of \$500. If Merchant is located in Maryland, the account closure fee will only be assessed if the Agreement is terminated prior to the expiration of the Initial Term. Initials are not required if Section 11.2(d) Fee (as stated in the Merchant Card Processing Agreement) does not apply.

The initial term of this Agreement will be for three (3) years (the "Initial Term"). Thereafter, this Agreement will automatically renew for successive one (1) year periods unless terminated in accordance with its terms.

GUARANTOR(S) SIGNATURE(S)

1) _____
Merchant Signature (Owner or Officer) Date

1) _____
Guarantor Signature Date

Print name Title

Print name (No Titles)

2) _____
Merchant Signature (Owner or Officer) Date

2) _____
Guarantor Signature Date

Print name Title

Print name (No Titles)

CARD ASSOCIATION DISCLOSURE PAGE

Merchant Services Provider Contact Information

Name: TSYS Merchant Solutions, LLC dba Global Payments
 Address: One Heartland Way, Jeffersonville, IN 47130
 URL: www.TSYS.com
 Customer Service #: (800) 654-9256

Member Bank Information: PNC Bank, N.A.

The Bank's mailing address is PNC Bank, N.A., 300 Fifth Avenue, Pittsburgh, PA 15222, and its phone number is (412) 803-7711.

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 party to the Merchant Card Processing 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.

Important Merchant Responsibilities

- Ensure compliance with cardholder data security and storage requirements.
- Maintain fraud and chargebacks below Card Association thresholds.
- Review and understand the terms of the Merchant Card Processing Agreement.
- Comply with Card Association rules.
- Retain a signed copy of this Card Association Disclosure Page.

Merchant Resources

- You may download "Visa Regulations" from Visa's website at: <https://usa.visa.com/support/small-business/regulations-fees.html#3>
- You may download "Mastercard Rules" from Mastercard's website at: <http://www.mastercard.com/us/merchant/support/rules.html>

The responsibilities above do not replace the terms of the Merchant Card Processing Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Bank is the ultimate authority should the Merchant experience any problems.

Merchant Information (* = Required)

*Business Legal Name (Printed): _____

*Business Address: _____

*Business Phone Number: _____

*Signature of Owner or Officer: _____

*Printed Name of Owner or Officer: _____

*Title: _____

*Date: _____