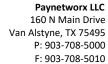


## **MERCHANT PROCESSING APPLICATION**

MERCHANT NAME (DBA OR TRADE NAME):				CORPORATE/LEGAL NAME (IF DIFFERENT):				
LOCATION ADDRESS (No PO Boxes)				CORPORATE ADDRESS				
LOCATION ADDRESS (NO PO Boxes)				CORPORATE ADDRESS				
CITY / STATE / ZIP				CITY / STATE / ZIP				
CONTACT NAME BUSINESS EMAIL			LOCATION PHO	ONE NUMBER	CONTACT PH	HONE NUMBER (IF DIFFERENT)	FEDERAL TAX ID / SSN	
			TO APPEAR ON CARDHOLDER'S COMPANY WEBSITE  IT(MAX 13 CHAR, INCL SPACES)			COMPANY WEBSITE		
BUSINESS TYPE:						STATE OF INCORPORATION:	MM/YYYY ESTABLISHED	
☐ LIMITED LIABILIT			BLICALLY TRADED ☐ YES ☐ NO					
☐ INDIVIDUAL/SOLE	E PROP LL PARTI	IERSHIP ∐ GO'	VERNMENT	□ NON PROFIT				
AVE YOU EVER FILED PERSONAL OR BUSINESS B	ANKRUPTCY?	IF	F YES, EXPLAIN					
☐ YES ☐ NO ☐ PER	SONAL  BUSINE	ESS						
OOES THIS LOCATION CURRENTLY TAKE VISA / N	NasterCard / DISCOVER®	_	HAVE MERCHANT OR OWNERS/PRINCIPALS EVER BEEN TERMINATED FROM ACCEPTING BANKCARDS FOR THIS BUSINESS OR ANY OTHER BUSINESS?					
☐ YES ☐ N	0	L	」YES □	NO IF YES EXPLAIN				
BENEFICIAL OWNERSHIP -	FORM						ties, Federal law requires all erson who opens an account.	
SECTION 1: BENEFICIAL OWN	ERS OF THE BU	JSINESS (NO P.	O. BOXES)					
PRINCIPAL 1: MANAGEMENT	RESPONSIBILI <sup>*</sup>					YES NO		
PRINCIPAL #1 NAME		SSN	% (	OWNERSHIP	DATE	OF BIRTH	TITLE	
RESIDENTIAL ADDRESS		1	CITY / STATE	/ ZIP	l		HOME PHONE	
EMAIL		STATE ISSUED ID	NUMBER	EXPIRA	TION DATE		CELL PHONE	
PRINCIPAL 2: MANAGEMEN	T RESPONSIBIL	ITY / INDIVIDU	AL WITH SI	IGNIFICANT CONTR	OL [	☐ YES ☐ NO		
PRINCIPAL #2 NAME		SSN	% (	OWNERSHIP	DATE	OF BIRTH	TITLE	
RESIDENTIAL ADDRESS			CITY / STATE	/ ZIP	I		HOME PHONE	
EMAIL		STATE ISSUED ID	NUMBER	EXPIR	ATION DATE		CELL PHONE	
		1		I			<u> </u>	
SECTION 2: MANAGEMENT R	ESPONSIBILITY		WITH SIGN					
MANAGEMENT NAME		SSN		% OWNERSHIP		DATE OF BIRTH	TITLE	
RESIDENTIAL ADDRESS		<b>-</b>	CITY / S	STATE / ZIP	<u>'</u>		HOME PHONE	
EMAIL STATE ISSU		STATE ISSUE	UED ID NUMBER		EXPIRATION DATE		CELL PHONE	
PANKING INFORMATION		TECKING ACCOUNT	MT	C CAVINGE ACC	COLINIT			
BANKING INFORMATION BANK NAME		LACCOUNT		SAVINGS ACC	JUNI	ACCOUNT NUMBER		





	   CALEC BAET!	100					
NATURE OF BUSINESS	SALES METH	100					
			<u>%</u>				
	RETAIL	KEYED MOTO INTERNET PHON	IE				
AVERAGE TICKET		HIGH TICKET	MONTHLY VOLUME				
What are you accepting cards for?		When is the card charged? When is the product or service delivered?					
SEASONAL SALES		REFUND POLICY (Provide details of the retur	n policy)				
□YES □NO If yes what Month(s)							
	By	hecking "APPLY" for American Express merchant accor	unt, you acknowledge that you will receive Terms and Condition				
AMERICAN EXPRESS	froi	n the card company for which you wish to apply. Pleas	se note that these companies are separate entities with their				
EXISTING NUMBER	APPLY	n pricing and acceptance policies.					
	<u> </u>						
EQUIPMENT AND CODING	☐ Ship to D	BA ☐ Ship to Sales Office ☐ Ship to Other	r Address (put address below)				
EQUIPMENT AND CODING	'	·	,				
	Address:	City:	State: Zip:				
TERMINAL TYPE: QUANTITY:		□WIFI □ 4G/CELLULAR □ PURCHASE □ REPF	ROGRAM				
□ PURCHASE □ REPROGRAM		☐ TIPS ☐ AVS ☐ CVV ☐ REFUND ENABLED					
TERMINAL/PINPAD TYPE:		□WIFI □ 4G/CELLULAR □ PURCHASE □ REPR	ROGRAM				
QUANTITY: □ PURCHASE □ REPROGRAM		□ TIPS □ AVS □CVV □ REFUND ENABLED					
VIRTUAL TERMINAL □		SOFTWARE/GATEWAY					
☐ Paynetworx ☐ Partner Notes:		VERSION:					
AUTO CLOSE TIME: $\square$ AM $\square$ PM		SHIPPING METHOD:					
TIME ZONE:		□ OVERNIGHT □NEXY DAY (end of day) □ 2 <sup>ND</sup> DAY □ GROUND					
GUARANTOR OF PAYMENT							
By signing below, each individual or entity (a Guarantor) jointly and severally (if there is more than one Guarantor) and unconditionally guarantees to PNX and Bank							
the prompt payment and performance of all obligations of the Merchant identified above under the Merchant Agreement (as that term is defined above), including,							
without limitation, all promises and covenants of the Merchant, and all amounts payable by the Merchant under the Merchant Agreement, including, without limitation, interest, costs and other expenses, such as attorney's fees and court costs. This means, among other things, that PNX or Bank can demand performance							
or payment from any Guarantor if the Merchant fails to perform any obligation or pay what the Merchant owes under the Agreement. Each Guarantor agrees that his or her liability under this guaranty will not be limited or canceled because:							
<ul><li>(1) the Merchant Agreement cannot be enforced against the Merchant;</li><li>(2) either PNX or Bank agrees to changes or modifications to the Merchant Agreement;</li></ul>							
(3) PNX or Bank releases any other Guarantor or the Merchant from any obligation under the Merchant Agreement;							
<ul> <li>(4) a law, regulation or order of any public authority affects the rights of either PNX or Bank under the Merchant Agreement; and/or</li> <li>(5) anything else happens that may affect the rights of either PNX or Bank against the Merchant or any other Guarantor.</li> </ul>							
Each Guarantor further agrees that:							
(a) PNX and Bank each may delay enf		of its rights under this guaranty without losing such					
(b) PNX and Bank each can demand payment from such Guarantor without first seeking payment from the Merchant or any other Guarantor; and (c) such Guarantor will pay all court costs, attorneys fees and collection costs incurred by either PNX or Bank in connection with the enforcement							
of any terms of the Merchant Agreement or this guaranty, whether or not there is a lawsuit, and such additional fees and costs as may be directed							
by a court.							
PRINCIPAL #1 SIGNATURE	DATE:	PRINCIPAL #2 SIGN	NATURE DATE:				



Paynetworx LLC 160 N Main Drive

160 N Main Drive Van Alstyne, TX 75495 P: 903-708-5000 F: 903-708-5010

## ACQUIRING BANK DISCLOSURE

☐ <b>MetaBank</b> 5501 S. Broadband Ln. Sioux Falls, SD 57108   P: (866) 559-5037	☐ <b>First Federal Bank</b> 4705 West S Highway 90, Lake City, FL 32055   P: (386) 755-0600					
IMPORTANT BANK RESPONSIBILITIES:						
The Bank is responsible for educating merchants on pertinent Visa/Mastercard Rules which Merchants must comply; but this information may be provided to you by PNX.						
<ol> <li>The Bank is the only entity approved to extend acceptance of Card Organization products directly to Merchant.</li> <li>The Bank must be a principal (signor) to the Merchant Application.</li> <li>The Bank is responsible for and must provide settlement funds to the Merchant.</li> </ol>						
5. The Bank is responsible for all funds held in reserve.  5. The Bank is responsible for all funds held in reserve.						
IMPORTANT MERCHANT RESPONSIBILITIES:						
<ol> <li>Maintain fraud and Chargebacks below Card organization thresholds.</li> <li>Ensure compliance with Payment Card Industry Data Security Standards</li> <li>Review and understand the terms of the Merchant Agreement.</li> <li>Comply with Card Brand Rules and applicable law and regulations.</li> </ol>	7. You may download "Visa Regulations" from: <a href="https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf">https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf</a> 8. You may download "MasterCard Regulations" from: <a href="https://www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf">https://www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf</a>					
5. Retain a signed copy of this Disclosure Page.	You may download "American Express Regulations" from: <u>www.americanexpress.com/merchantopquide</u>					
MERCHANT RESOURCES						
This Merchant Application is subject to all of the Terms and Conditions, which are located	at https://www.paynetworx.com/merchant-terms- conditions/					
In the event of a change in the Terms and Conditions, you will be notified electronically of the changes. Continuing to use the services after the notification of the change shall be deemed to be acceptance on your part of all of the changes. The responsibilities above do not replace the terms of the Terms and Conditions 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 problems; provided, however, PNX also will assist you with any such problems.						
MERCHANT SIGNATURE: X PRINT	NAME:DATE:					
MERCHANT APPLICATION ACCEPTANCE						
By executing this Merchant Application on behalf of the merchant des	cribed above (the "Merchant"), the undersigned individual(s):					
(i) represent(s) and warrant(s) that all information contained in this Merchant Application is true, correct and complete as of the date of this Merchant Application, that this Merchant Application and Merchant's performance of all of its obligations hereunder have been duly authorized by all necessary company action on the part of the Merchant, and that such individual(s) have the requisite corporate power and authority to complete and submit this Merchant Application and make and provide the acknowledgements, authorizations and agreements set forth below, both on behalf of the Merchant and individually;						
(ii) acknowledge(s) that the information contained in this Merchant Application is provided for the purpose of obtaining, or maintaining a merchant account with Paynetworx, LLC ("PNX") and the acquiring bank checked above ("Bank") on behalf of the Merchant;						
(iii) authorize PNX and Bank to investigate the credit and background of the Merchant and each person listed on this Merchant Application; and						
(iv) agree, on behalf of the Merchant and in the event this Merchant Application is accepted and executed by Bank and PNX, to all of the terms and conditions set forth in the Terms and Conditions referenced above and the Fee Schedule attached to this Merchant Application as Schedule A.						
This Merchant Application will be executed by PNX and Bank following successful completion of the credit and background check of the Merchant. By executing this Merchant Application, each of Bank and PNX accept this Merchant Application, and agree to all of the terms and conditions set forth in the Terms and Conditions referenced above and the Fee Schedule attached to the Merchant Application as Schedule A.						
MERCHANT:	PAYNETWORX, LLC:					
PRINCIPAL #1 SIGNATURE DATE:						
	BY: DATE:					
PRINCIPAL #2 SIGNATURE DATE:						