

Merchant Processing Application and Agreement

Please review the information below and sign if everything looks right. If you have any questions please contact your representative.



SETUP INFORMATION

Sales Code	<input type="text"/>	Application Platform	<input type="text"/>
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BUSINESS DETAILS

CONTACT INFORMATION

First Name	<input type="text"/>	Last Name	<input type="text"/>
Email	<input type="text"/>	Phone Number	<input type="text"/>

BUSINESS INFORMATION

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)

Business Legal Name	<input type="text"/>	DBA Name	<input type="text"/>
Tax Filing Name	<input type="text"/>	Tax Filing Method	<input type="checkbox"/> EIN <input type="checkbox"/> SSN
Tax ID (EIN)	<input type="text"/>		
Type of Ownership	<input type="checkbox"/> Government <input type="checkbox"/> Individual / Sole Proprietor <input type="checkbox"/> LLC <input type="checkbox"/> Non-Profit Org <input type="checkbox"/> Private Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Public Corporation <input type="checkbox"/> Tax Exempt		
Stock Exchange (Only applicable for Public Corporations)	<input type="checkbox"/> NYSE or NASDAQ <input type="checkbox"/> Other/Not Applicable		Stock Ticker Symbol <input type="text"/> (NYSE or NASDAQ)
Industry (MCC)	<input type="text"/>	Business Description	<input type="text"/>
Industry Options	<input type="checkbox"/> Quasi Cash	Business Start Date	<input type="text"/>
Website	<input type="text"/>	Business Phone	<input type="text"/>

BUSINESS LEGAL MAILING ADDRESS

Street Address 1	<input type="text"/>		
Street Address 2	<input type="text"/>	City	<input type="text"/>
State	<input type="text"/>	ZIP	<input type="text"/>
Country	<input type="text"/>		

BUSINESS ADDRESS

Street Address 1	<input type="text"/>		
Street Address 2	<input type="text"/>	City	<input type="text"/>
State	<input type="text"/>	ZIP	<input type="text"/>
Country	<input type="text"/>		

OWNER INFORMATION

Please provide the following information for each individual who owns, directly or indirectly, 25% or more of the equity interest of your business, or who have significant responsibility to control, manage, or direct your business.

BUSINESS OWNER INFORMATION

First Name	<input type="text"/>	Last Name	<input type="text"/>	Street Address 1	<input type="text"/>			
Title	<input type="checkbox"/> CEO <input type="checkbox"/> CFO <input type="checkbox"/> COO <input type="checkbox"/> LLC Member <input type="checkbox"/> Owner <input type="checkbox"/> Partner <input type="checkbox"/> President <input type="checkbox"/> Secretary <input type="checkbox"/> Treasurer <input type="checkbox"/> Vice President			Street Address 2	<input type="text"/>	City	<input type="text"/>	
% Ownership	<input type="text"/>	%	Personal Guarantee	<input type="checkbox"/> Yes	State	<input type="text"/>	ZIP	<input type="text"/>
SSN	<input type="text"/>	Date of Birth	<input type="text"/>					
Mobile Phone	<input type="text"/>							
Email	<input type="text"/>							

ADDITIONAL BUSINESS OWNER (1)

First Name	<input type="text"/>	Last Name	<input type="text"/>	Street Address 1	<input type="text"/>		
% Ownership	<input type="text"/>	% SSN	<input type="text"/>	Street Address 2	<input type="text"/>	City	<input type="text"/>
Date of Birth	<input type="text"/>	Mobile Phone	<input type="text"/>	State	<input type="text"/>	ZIP	<input type="text"/>
				Country	<input type="text"/>		

ADDITIONAL BUSINESS OWNER (2)

First Name	<input type="text"/>	Last Name	<input type="text"/>	Street Address 1	<input type="text"/>		
% Ownership	<input type="text"/>	% SSN	<input type="text"/>	Street Address 2	<input type="text"/>	City	<input type="text"/>
Date of Birth	<input type="text"/>	Mobile Phone	<input type="text"/>	State	<input type="text"/>	ZIP	<input type="text"/>
				Country	<input type="text"/>		

ADDITIONAL BUSINESS OWNER (3)

First Name	<input type="text"/>	Last Name	<input type="text"/>	Street Address 1	<input type="text"/>		
% Ownership	<input type="text"/>	% SSN	<input type="text"/>	Street Address 2	<input type="text"/>	City	<input type="text"/>
Date of Birth	<input type="text"/>	Mobile Phone	<input type="text"/>	State	<input type="text"/>	ZIP	<input type="text"/>
				Country	<input type="text"/>		

ADDITIONAL BUSINESS OWNER (4)

First Name	<input type="text"/>	Last Name	<input type="text"/>	Street Address 1	<input type="text"/>		
% Ownership	<input type="text"/>	% SSN	<input type="text"/>	Street Address 2	<input type="text"/>	City	<input type="text"/>
Date of Birth	<input type="text"/>	Mobile Phone	<input type="text"/>	State	<input type="text"/>	ZIP	<input type="text"/>
				Country	<input type="text"/>		

BANKING AND PROCESSING

DEPOSIT AND WITHDRAWAL BANK ACCOUNT	
Bank Name	<input style="width: 85%;" type="text"/>
Account Type	<input type="checkbox"/> Checking <input type="checkbox"/> Savings
Routing Number	<input style="width: 85%;" type="text"/>
Account Number	<input style="width: 85%;" type="text"/>

PROCESSING VOLUME	
Average Monthly Card Volume	\$ <input style="width: 30%;" type="text"/> / month
Average Transaction Amount	\$ <input style="width: 30%;" type="text"/>

PRODUCT / SERVICE DELIVERY WINDOWS
On average, Products / Services are delivered in
<input type="checkbox"/> 0-7 Days <input type="checkbox"/> 8-14 Days <input type="checkbox"/> 15-30 Days <input type="checkbox"/> 30+ Days

MODE OF TRANSACTION	
In Person	<input style="width: 55%;" type="text"/> %
Telephone	<input style="width: 55%;" type="text"/> %
Online	<input style="width: 55%;" type="text"/> %
Must total 100%	

THIRD PARTY PROVIDER	
Do you use any third party provider (TPP) to store, process or transmit cardholder data? (Examples include but are not limited to web hosting companies, Electronic Data Capture, Loyalty programs, software)	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
If so, please provide third party provider information:	
TPP Name	<input style="width: 85%;" type="text"/>
TPP Email	<input style="width: 85%;" type="text"/>
TPP Phone	<input style="width: 85%;" type="text"/>

EQUIPMENT

NEW ORDERS				
Product Name	Network	Qty	Price *	Frequency
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	\$ <input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	\$ <input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	\$ <input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Clover Menu Requested * Price does not include tax and shipping & handling.

SHIP EQUIPMENT TO	
Ship To Attention	<input style="width: 95%;" type="text"/>
Street Address 1	<input style="width: 95%;" type="text"/>
Street Address 2	<input style="width: 95%;" type="text"/>
State	<input style="width: 95%;" type="text"/>
Country	<input style="width: 95%;" type="text"/>
Ship To Email	<input style="width: 95%;" type="text"/>
City	<input style="width: 95%;" type="text"/>
ZIP	<input style="width: 95%;" type="text"/>

MERCHANT SERVICES

PAYMENTS ACCEPTED	
<input type="checkbox"/> American Express Opt Blue	<input type="checkbox"/> Discover Full ACQ
<input type="checkbox"/> Mastercard	<input type="checkbox"/> Visa

DISCOVER	
Discover Program	<input type="checkbox"/> Discover Full ACQ <input type="checkbox"/> Discover EASI
Discover EASI SE	<input style="width: 50%;" type="text"/>
Discover Industry Options	
<input type="checkbox"/> Enable Incremental Authorizations	
<input type="checkbox"/> Debt Repayment Program	

AMERICAN EXPRESS	
Amex Program	<input type="checkbox"/> Amex OptBlue <input type="checkbox"/> Amex ESA
Amex ESA SE	<input style="width: 20%;" type="text"/> IATA/ARC Number <input style="width: 20%;" type="text"/>

PRICING INFORMATION

PRICING

Discount Frequency
 Monthly Daily

Funding Rollup
 Net Fees and Deposits Separate Fees and Deposits Individual Batches

DUES & ASSESSMENTS

 Dues & Assessments

In addition to the fees described in this Merchant Application and Agreement, you must pay us all Card Organization Charges. "Card Organization Charges" means all fees, charges, liabilities, or obligations that a Card Organization imposes on us (1) in connection with your acceptance of its payment types, (2) in connection with the transactions processed under your MID, (3) as a result of your acts or omissions, or (4) as a result of the acts or omissions of others that act on your behalf or that provide services to you. Card Organization Charges are not subject to the consequential damages exclusion in Section 28 of the Program Guide and include but are not limited to: assessments (including but not limited to dues, issuer reimbursements, fines, penalties, and fraud recovery losses); fees established by the Card Organizations (including but not limited to access fees, switch fees, and file fees); adjustments; and Chargebacks.

PROGRAM

 Merchant Surcharge Program

A Surcharge is an additional fee that you add to relevant transactions as permitted by the Card Organization Rules and applicable laws (together, Applicable Laws). By choosing to assess a Surcharge and participate in this "Merchant Surcharge Program" (MSP), you agree that you are solely responsible for: (1) complying with all Applicable Laws and the Your Payments Acceptance Guide (which is contained in your Program Guide); (2) properly and clearly disclosing the existence and amount of any Surcharge to Cardholders in accordance with Applicable Laws; and (3) ensuring any Surcharge you add to a transaction does not exceed the limit provided in the Card Organization Rules. MSP is provided to you only by Processor and not by Bank.

You also agree that: (1) you are assessing a Surcharge on Cardholders for certain Credit Card transactions in an amount equal to the Surcharge Rate reflected below; (2) you will pay us the Discount Fees for Credit Card and Debit Card transactions on gross sales for all of the transactions that you submit (without reduction for refunds, returns, or chargebacks); (3) you will pay us the Transaction Fee (the fixed charge per transaction reflected below for each Debit Card transaction) for each sale and refund that you submit, as well as any other fees or charges reflected in this merchant processing agreement and which are not replaced by the MSP; (4) you will not assess a Surcharge for the portion of the transaction that is tip on paper, and you will be responsible to pay us the Discount Fee for the gross amount of all tips on paper; (5) you will be responsible to refund Cardholders any Surcharge you assess in the amount billed on such transaction; (6) you will not assess a Surcharge for card not present transactions on cardholders whose billing ZIP code corresponds to states or US territories where Surcharging is prohibited by Applicable Law (including but not limited to, Connecticut, Massachusetts, Puerto Rico), you will be responsible to pay us the Discount Fee for such transactions, and you will comply with Applicable Laws any time you apply the MSP; and (7) we may change or cancel this Merchant Surcharge Program upon notice to you. We disclaim all warranties regarding the MSP; it is provided to you on an "as-is, with all faults" basis. Your use of the MSP does not: (1) guarantee compliance with any laws, Card Organization Rules, or applicable standards (including the PCI DSS), (b) affect your obligation to comply with laws, Card Organization Rules, and applicable standards (including the PCI DSS), or (3) guarantee protection against a Data Incident.

Visa Credit Card Discount Fee	2.9126	%	Consumer Surcharge Rate Billed by Merchant	3.00	%
Mastercard Credit Card Discount Fee	2.9126	%	Debit Card Transaction Fee	\$ 0.25	/ Each
Discover Credit Card Discount Fee	2.9126	%			
Amex Credit Card Discount Fee	2.9126	%			
Debit Card Discount Fee	1.25	%			

TIERED

Discount Fees	Credit	Non-PIN Debit	Discount Fees	Credit	Non-PIN Debit
Visa Qualified	%	%	Discover Qualified	%	%
Visa Mid-Qualified	%	%	Discover Mid-Qualified	%	%
Visa Non-Qualified	%	%	Discover Non-Qualified	%	%
Mastercard Qualified	%	%	Amex Qualified	%	
Mastercard Mid-Qualified	%	%	Amex Mid-Qualified	%	
Mastercard Non-Qualified	%	%	Amex Non-Qualified	%	

INTERCHANGE PLUS

Pass Through Interchange — You will be charged the applicable interchange rate from Mastercard, Visa, Discover and American Express as well as the Discount Fees listed below. Interchange Rates are variable and are determined by how your transactions clear, and are subject to change.

Passthrough Interchange Costs Gross Interchange Net Interchange

Discount Fees	Credit / Non-PIN Debit
Visa Qualified	%
Mastercard Qualified	%
Discover Qualified	%
Amex Qualified	%

BILL BACK

Non-Qualified Surcharge Fee (excluding interchange pass-through fees, see Section 26.1) Applies to Non-qualified MC, Visa, Discover, American Express OptBlue Credit and/or Non-PIN Debit Transactions.

	%	
Discount Fees	Credit	Non-PIN Debit
Visa Qualified	%	%
Mastercard Qualified	%	%
Discover Qualified	%	%
Amex Qualified	%	

SWIPED/NON-SWIPED

(If selected, the discount fees below apply to all payment types and brands accepted unless otherwise noted in this agreement)

Swiped or Dipped Discount Fee %
(% of gross transactions)

Swiped or Dipped Transaction Fee \$

Non-Swiped or Non-Dipped Discount Fee %
(% of gross transactions)

Non-Swiped or Non-Dipped Transaction Fee \$

FLAT RATE**Discount Fees**

Visa Qualified %

Mastercard Qualified %

Discover Qualified %

Amex Qualified %

Credit / Non-PIN Debit**AUTHORIZATION & TRANSACTION FEES**

Authorization Fees (All Card Types) \$ / Each

ACH Batch Fee \$ / Each

Voice Authorization Fee \$ / Each

Address Verification Fee (AVS) \$ / Each

Transaction Fees (All Card Types)** \$ / Each

**Transaction Fees (All Card Types) and Gateway Transaction Fee will be added together and billed on your merchant statement as "Trans Fee".

PIN DEBIT

Discount Fee %

Transaction Fee \$ / Each

CLOVER FEES

Clover Platform Fee \$ / Monthly

EBT

FNS#

Transaction Fee \$ / Each

VOYAGER

Authorization Fee \$ / Each

Sales Discount %

WRIGHT EXPRESS

Discount Fee %

Transaction Fee \$ / Each

Chargeback Fee \$ / Each

Retrieval Fee \$ / Each

CARDPOINTE AND GATEWAY FEES

Setup Fee \$ (One Time)

CardPointe Monthly Platform Fee \$ / Monthly

Gateway Monthly Fee \$ / Monthly

Gateway Transaction Fee** \$ / Each

**Gateway Transaction Fee and Transaction Fees (All Card Types) will be added together and billed on your merchant statement as "Trans Fee".

TRANSARMOR

TransArmor Data Protection

TransArmor Monthly Fee \$ / Monthly

MONTHLY AND MISCELLANEOUS FEES

Application Fee \$ (One Time)

Minimum Processing Fee \$ / Monthly

DDA Rejects \$ / Each

Statement Fee \$ / Monthly

Chargeback Fee \$ / Each

Retrieval Fee \$ / Each

Annual Membership Fee \$ / Annual

Regulatory Product Fee \$ / Monthly

PCI Non-Compliance Fee \$ / Monthly

Wireless Fee \$ / Monthly

Wireless Activation Fee \$ (One Time)

PCI Annual Fee \$ / Annual

PCI Concierge Monthly Fee \$ / Monthly

CONFIRMATION

EARLY TERMINATION FEE

The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). If you terminate this Agreement before the end of the then current term or otherwise stop processing your transactions with us, you will be charged this Early Termination Fee. After the Initial Term, subject to Part IV, Section A.3, this Agreement shall automatically extend for an additional period of one year each (each an Extended Term).

Early Termination Fee

\$

Client Initials

PERSONAL GUARANTEE

In exchange for CardConnect LLC, Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and Mastercard International, Inc.), and TeleCheck Services, LLC (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the Equipment Agreement and/or the TeleCheck/TRS Solutions Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Signature

Date

AGREEMENT APPROVAL

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide and Confirmation Page, which is part of this Merchant Processing Application, and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Banking and Processing section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the TeleCheck Solutions Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being "You" and "Your" for the purposes of the TeleCheck Solutions Agreement.

By signing below, each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the Application is approved, each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

Client authorizes FDMS and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with equipment hardware, software and shipping.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq, and other laws enforced by the Office of Foreign Assets Control (OFAC). To help the government fight the funding of terrorism and money laundering activities, Servicers obtain, verify, and record certain information including your full name, physical address, and any other information needed for identity verification purposes while processing this MPA, as described in the USA Patriot Act.

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement will not take effect until Client has been approved and this Agreement has been accepted by Processor and Bank. Acceptance by Processor and Bank will occur upon the earlier of the execution of this Merchant Processing Application and Agreement by Processor and Bank, or the commencement of the provision of the Services by Processor and Bank.

SIGN YOUR AGREEMENT

Signature

Date

CARDCONNECT LLC

Application Approved By:

Signature

Title

Date

WELLS FARGO BANK N.A. (A MEMBER OF VISA USA, INC. AND MASTERCARD INTERNATIONAL, INC.)

By: First Data Merchant Services LLC, pursuant to a limited power of attorney

Signature

PROCESSOR INFORMATION

Name

CardConnect LLC

Address

1000 Continental Drive, Suite 300, King of Prussia
PA, 19406

URL

www.cardconnect.com

Customer Service (Phone)

1-877-828-0720