


MERCHANT PROCESSING APPLICATION and Agreement

Relationship _____ Referred By _____ Sales Rep.Name _____ Application Date _____

1. GENERAL INFORMATION		2. BUSINESS LOCATION INFORMATION		3. BUSINESS STRUCTURE		PAGE 1 OF 4
Client's Business Name (Doing Business As)			Client's Corporate/Legal Name			
Location Address			Corporate Address (If different than location)			
City		State	Zip		City	
Location Phone		Location Fax		Contact Name		Contact Phone
Customer Service Phone		Prior Security Breach? <input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, please attach your latest proof of PCI DSS compliance)		Fed Tax ID# (Must match IRS income <u>tax filing name</u>) TaxType		
Business Website Address			Business Email		D&B#	
Multiple Locations? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, enter # of locations _____ Additional location to existing MID _____			Date Business Started		Length of Current Ownership	
Send Retrieval/Chargeback Requests to: <input type="checkbox"/> Corporate Address <input type="checkbox"/> Location Address						
<input type="checkbox"/> Sole Prop <input type="checkbox"/> Partnership <input type="checkbox"/> LLC/LLP <input type="checkbox"/> C Corp <input type="checkbox"/> S Corp <input type="checkbox"/> Govt. (Local/State/Federal) <input type="checkbox"/> 501 c/Tax Ex. State Filing _____						
<input type="checkbox"/> I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-8)			NOTE: Failure to provide accurate information may result in a withholding of merchant funding per: IRS regulations. (See Part III, Section A.3 of your Program Guide for further information)			
4. OWNERS/PARTNERS/OFFICERS All Owners with up to 25% or more ownership or owners with significant responsibility managing the legal entity must be added.						
OWNER/PARTNER/OFFICER 1				OWNER/PARTNER/OFFICER 2		
Name				Name		
Title		% Of Ownership* _____ Control Prong** ____ Yes ____ No		Title		% Of Ownership* _____ Control Prong** ____ Yes ____ No
Home Address				Home Address		
City		State	Zip	City		State Zip
Telephone				Telephone		
Social Security #		Date of Birth		Social Security #		Date of Birth
Email Address				Email Address		
Prior Bankruptcies Yes No Business and/or Personal Date Discharged _____				Prior Bankruptcies Yes No Business and/or Personal Date Discharged _____		
OWNER/PARTNER/OFFICER 3				OWNER/PARTNER/OFFICER 4		
Name				Name		
Title		% Of Ownership* _____ Control Prong** ----Yes ____ No		Title		% Of Ownership* _____ Control Prong ** ____ Yes ____ No
Home Address				Home Address		
City		State	Zip	City		State Zip
Telephone				Telephone		
Social Security #		Date of Birth		Social Security #		Date of Birth
Email Address				Email Address		
Prior Bankruptcies ____ Yes ____ No Business and/or ____ Personal				Prior Bankruptcies ____ Yes ____ No Business and/or ____ Personal		
Date Discharged _____				Date Discharged _____		
<p>*Each individual who owns, directly or indirectly through any contract, arrangement, understanding relationship or otherwise, 25% or more of the equity interests of the Client, or who is the Client's sole proprietor, must be added.</p> <p>** A control prong is a single individual (e.g. Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer) with significant responsibility to control, manage, or direct Client's legal entity.</p>						
5. BANKING ACCOUNT INFORMATION & MEMBER BANK DISCLOSURE						
Bank Name _____ Bank Phone _____ Routing _____ Account Number* _____ Ach Method: <input type="checkbox"/> Combined <input type="checkbox"/> Individual * Must be a checking account. Savings accounts are not permitted.						

6. NATURE OF BUSINESS

Business Type: ☐Retail ☐Restaurant ☐Mail/Telephone Order ☐Internet ☐Lodging ☐Supermarket ☐Government☐Petroleum ☐Utilities ☐Healthcare ☐Education ☐QSR ☐Charity/Non Profit ☐B2B ☐OtherAverage Monthly V/MC/DS Card Volume _____ American Express Monthly Volume _____ Card Present (Swiped, EMV) _____ %
Sales to Consumers _____ %Average V/MC/DS Card Ticket _____ American Express Average Ticket _____ Card Present Not Swiped _____ %
Sales to Business _____ %
Card Not Present (Keyed,MOTO) _____ %
Sales to Govt. _____ %Seasonal Merchant ☐Yes ☐No Months Closed _____ Internet (Ecommerce) _____ % Days to Delivery _____

Previous Processor _____ Reason For Leaving _____

Has the Merchant or Owner been terminated from accepting payment cards from any payment network for this business or any other businesses? ☐ Yes ☐ No
(if yes, please explain) Reason for Termination _____

Description of Products or Services Sold _____

Describe your Return Policy _____

8. TRADE REFERENCE

Trade Ref.: Bus. Name _____ Bus. Address _____ City _____ State _____ Zip _____ Contact _____ Telephone _____
Account # _____

9. & 10. SERVICE ACCEPTANCE AND FEE SCHEDULE AND OTHER CARD TYPES

Request to Accept Card Types: ☐Visa Credit ☐Visa Debit ☐MasterCard Credit ☐MasterCard Debit ☐Discover Network ☐AMEX Network ☐PIN DebitSelect VI/MC/Discover Network Discount Plan: ☐Tiered Basic ☐Pass Through I/C ☐Flat RateAssessments & Brand Fees: ☐Included ☐Billed Separately Requested Discount Payment Method: ☐Daily ☐Monthly

DISCOUNT FEES: Visa, MasterCard, Discover, Pin Debit

Tiered	%	Per: Item	Pass Through	%	Per: Item	American Express OPT Blue SM OR AMEX Direct		
Qualified Discount =			Pass Through IC +			Opt Blue Discount Plan: <input type="checkbox"/> Tiered Basic <input type="checkbox"/> Pass Through Program Pricing <input type="checkbox"/> Flat Rate		
Mid Qual = Qual +			Debit Pass Through IC +					
Non Qual = Qual +			Pin Debit Passthrough +			Credit Qual	%	Per: Item
Debit Qual Discount =			Flat Rate	%	Per: Item	Credit Mid-Qual		
Debit Mid Qual = Qual +			Flat Rate =			Credit Non-Qual		
Debit non Qual = Qual +			Debit Flat Rate			Pass Through IC		

Association fees will be passed through to the merchant. Fees include, but are not limited to, Visa's FANF and APF, Acqr ISA and MasterCard's NABU, Acqr Support, Cross Border Fee and Discover IPF, ISF, Data Usage, AMEX Network, AMEX Non-Swipe, AMEX downgrade, Assessments (MC,Visa Credit,Visa Debit,Discover,MC > \$1,000), MC AVS Acqr Access (CNP), MC AVS Acqr Access, MC License, MC KiloByte, Visa AFD Partial Auth. Non Participant, Visa File Transmission, MC CVC2, DISC Network Auth, Visa Acqr Processing (CR), Visa International Acqr, Visa Acqr International Service Assessment, Visa Misuse Auth, Visa Zero Floor, MC Digital Enablement, MC Reversal, Visa Return Data Processing (CR & DB), Visa Acqr Data Processing (Debit), Visa Tran Integrity, Visa Network Part CP, Visa Network CNP. Association fees are set by Associations and are subject to change from time to time.

0.30% non-swiped transaction fee will be charged by American Express for transactions whenever a CNP or Card Not Present Charge occurs. CNP means a charge which the card is not presented at the point of purchase (e.g., Charges by mail, telephone, fax or the Internet). Note: The CNP Fee is applicable to all transactions made on all American Express Cards, including Prepaid Cards.

An inbound fee of 0.40% will be applied on any Charge made using a Card, and including Prepaid Cards that was issued outside the United States (As used herein the United States does not include Puerto Rico, Virgin Islands and other US Territories and possessions).

☐ By checking box, Guarantor 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 relationship messages from American Express.

Authorization, Monthly & Miscellaneous Fees

Authorization and Per Item Fees:	Monthly Fees:	Miscellaneous Fees:	MX Merchant Fees:
Visa/MC/Discover Network: \$ _____	Monthly Service \$ _____	Chargeback Fee \$ _____ (Per Occurrence)	MX Merchant Monthly Fee \$ _____
Amex/Fleet/Other \$ _____	Monthly Minimum \$ _____	Retrieval Fee \$ _____ (Per Occurrence)	MX Gateway Transaction Fee \$ _____
Pin Debit \$ _____	Wireless Fee \$ _____	ACH Reject Fee \$30.00 (Per Occurrence)	
EBT \$ _____	Pin Debit Monthly \$ _____	Annual Fee \$ _____ Month to Bill _____	Plan Type:
FCS# _____	PCI Non- Compliance \$ _____	Industry Non-Compliance/ \$ _____	MX6: Base Invoice Retail B2B
Electronic AVS \$ _____	Gov't Compliance \$ _____	Non-Validated (up to \$24.95)	
Voice Auth \$ _____	TIN Mis-Match \$ _____	PCI Annual Fee \$ _____	VIMAS Fees:
Voice AVS \$ _____	(until Validated)	Batch Fee (Per Item) \$ _____	VIMAS Online Access Fee \$ _____
Sales Transaction Fee \$ _____		Micros Fee (Per Transaction) \$ _____	
Return Transactions \$ _____			

☐ My Merchant Benefits Club: The representative has explained the My Merchant Benefits Club program to me and I elect to opt out of the program. I understand I can opt into the program at any time and benefit from the program which includes equipment support and replacement per terminal/peripheral (where applicable), as well as great discounts for items such as car rentals, hotels, office supplies, health and legal services and more for my company and employees for an additional fee of \$14.95 per month. Initials: _____

☐ Next Day Funding* _____ Per Month: *NDF is subject to approval and all POS Device batch(es) must be closed by 9pm EST/6pm PST Monday-Saturday and by 6pm EST/3pm PST on Sunday. All payments are provisional and are subject to, including but not limited to: additional fees, chargebacks, withholding, set off, security and reserve rights. Processor or Bank will not be liable for any delay in receipt of funds, fees for any delays, or errors in debit and credit entries caused by third parties, including but not limited to, any Association or your financial institution.

In the event that this Agreement is terminated early, Merchant will be responsible for the payment of a \$ _____ Early Termination Fee in accordance with Part III, Section A3 of the Merchant Program Guide.

11a. EQUIPMENT/PROCESSING METHOD

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Application Type ☐Retail ☐Retail w/Tip ☐MOTO ☐Restaurant w/Tip ☐Quick Serve Restaurant (no tip) ☐Hotel ☐Auto Rental**TERMINAL FEATURES**

	Yes	No		Yes	No		Yes	No
Fraud Check (last 4-digits)	<input type="checkbox"/>	<input type="checkbox"/>	Purchasing Card	<input type="checkbox"/>	<input type="checkbox"/>	Invoice/Purchase Order #	<input type="checkbox"/>	<input type="checkbox"/>
AVS + CVV2	<input type="checkbox"/>	<input type="checkbox"/>	Server/Clerk #	<input type="checkbox"/>	<input type="checkbox"/>	Auto Close (If Yes, time? _____)	<input type="checkbox"/>	<input type="checkbox"/>
ACH/Check Services	<input type="checkbox"/>	<input type="checkbox"/>	Order Gift Card	<input type="checkbox"/>	<input type="checkbox"/>	EBT Food Stamps	<input type="checkbox"/>	<input type="checkbox"/>
EBT Cash Benefit	<input type="checkbox"/>	<input type="checkbox"/>						
IP Connection	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, Terminal Serial _____	Special Requests (Multi-mid, Dial 9, etc): _____				
Wireless	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Wireless Info: MAN/Serial _____	SIM Card Number _____				

TYPE OF EQUIPMENT	PRODUCT NAME	QUANTITY	DEPLOYMENT
<input type="checkbox"/> Terminal <input type="checkbox"/> Pin Pad <input type="checkbox"/> Printer <input type="checkbox"/> VAR*			<input type="checkbox"/> Existing <input type="checkbox"/> Agent <input type="checkbox"/> New Order (attach order form)
<input type="checkbox"/> Terminal <input type="checkbox"/> Pin Pad <input type="checkbox"/> Printer <input type="checkbox"/> VAR*			<input type="checkbox"/> Existing <input type="checkbox"/> Agent <input type="checkbox"/> New Order (attach order form)
<input type="checkbox"/> Terminal <input type="checkbox"/> Pin Pad <input type="checkbox"/> Printer <input type="checkbox"/> VAR*			<input type="checkbox"/> Existing <input type="checkbox"/> Agent <input type="checkbox"/> New Order (attach order form)
<input type="checkbox"/> Terminal <input type="checkbox"/> Pin Pad <input type="checkbox"/> Printer <input type="checkbox"/> VAR*			<input type="checkbox"/> Existing <input type="checkbox"/> Agent <input type="checkbox"/> New Order (attach order form)

***Manufacturer/product/version of PC/Internet Software** _____

For software or VAR users, by checking yes below MERCHANT certifies that it has used a certified Qualified Integrator & Reseller (QIR) to install or re-program MERCHANT'S software systems. Notwithstanding MERCHANT'S use of a QIR as described herein above, MERCHANT acknowledges that it is, and shall remain, fully responsible for compliance with PCI-DSS standards at all times in accordance with the Program Terms and Conditions (Program Guide). ☐Yes

Do you use any third party to store, process or transmit cardholder data? ☐ Yes ☐ No If yes, provide name/address: _____

11b. CARD NOT PRESENT INFORMATION

If you process more than 20% of your bankcard transactions or volume, without swiping, and/or examining the credit card, please complete this section.

- Please submit your product catalog; brochures; promotional materials; a current price list; and a copy of your service agreement with card holder if applicable. If on the internet, please include screen-prints of your website address if your site is not yet active.
- If internet, please check your type of business.
☐ Web Hosting ☐ Domain Registration ☐ Web Page Design ☐ Auction ☐ Internet Service Gateway
☐ Selling Digital Service ☐ Advertisement ☐ Selling Hard Goods ☐ Other: _____
If using the internet, list encryption method, vendor and controls used to secure transaction information: _____
- How will the product be advertised or promoted? _____
- Billing Methods (Check All that Apply) Monthly - ____% Yearly - ____% Quarterly - ____% One Time - ____% Hourly - ____%
- List the name(s) and address(es) of the vendor(s) from which supplies are purchased: _____
- Who performs product/service fulfillment? If direct from vendor, please provide Vendor Name, address and phone number in full: _____
- Please describe how a sale takes place from beginning of order until completion of fulfillment: _____

12. SITE INSPECTION (Completed by Sales Agent)

I have personally conducted a Site Inspection for this merchant, visually inspected the merchant's inventory (if applicable), verified the merchant's payment application is PA-DSS (Payment Application Data Security Standards) validated (if applicable) and represent that the information in this merchant application is accurate, as to the best of my knowledge. I am subject to criminal penalties and/or financial losses for false or misleading information.

Sales Agent Name (printed) _____ Signature X _____

13. SIGNATURES

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 version of the Program Guide stated on this Merchant Processing Application which includes the Processor & Bank Confirmation Page ("Confirmation Page"), which Confirmation Page is hereby incorporated by reference into this Merchant Processing Application and Agreement. 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 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 Section 7 you are authorized to accept transactions in accordance with the percentages indicated in that section. Client, and each individual signing below on behalf of the Client or as Guarantor, authorizes PRIORITY PAYMENT SYSTEMS ("PRIORITY") and ("BANK") and their respective agents to investigate the references, statements and other data contained herein and to obtain additional information from credit bureaus and other lawful sources, including persons and companies named in this Merchant Processing Application. Client, and each individual signing below on behalf of the Client or as Guarantor, authorizes PRIORITY and BANK and their respective agents (a) to procure information from any credit reporting agency bearing on Client's, credit standing, credit capacity, general reputation, or characteristics, and to obtain consumer reports from consumer reporting agencies on each individual signing below on behalf of Client or as a Guarantor (if such individual asks PRIORITY or BANK whether such a report was requested, PRIORITY or BANK will tell such individual, and if PRIORITY or BANK requested a report, PRIORITY or BANK will give such individual the name and address of the agency that furnished it), and (b) to contact all previous references. Client also authorizes us and our Affiliates to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received from all references, including banks and credit reporting agencies.

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

Client certifies and agrees that Client 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.

CIP – Customer Identification Program**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to view a copy of your driver's license or other identifying documents.

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 shall not take effect until Client has been approved and this Agreement has been accepted by Processor and BANK.

Certification of Beneficial Owner(s)

Persons opening an Account on behalf of a legal entity must provide the following information:

- a. Name and title of natural person opening Account,
- b. Name, address and entity type of legal entity for which the account is being opened as provided in section 2,
- c. The following information (Name, Date of Birth, Address, and a Social Security Number for a US person or, for a non-US person, a Social Security Number or unexpired alien ID card number, or the number and country of issuance of an unexpired passport or other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard) for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity (provided in section 4 above), and
- d. The following information (Name, title, Date of Birth, Address, and a Social Security Number for a US person or, for a non-US person, a Social Security Number or unexpired alien ID card number, or the number and country of issuance of an unexpired passport or other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard) for one individual (referred to herein as the "control prong" for purposes of the FinCen Rule) with significant responsibility for managing the legal entity listed on this Merchant Processing Application and Agreement 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. The undersigned individual opening the Account on behalf of the Client legal entity, has identified the Guarantor as the "control prong" for the Client legal entity, and the Guarantor, by his or her signature below acknowledges that he or she is so regarded.

I, the signer and person opening this Account, hereby certify that I am authorized to open accounts for the Client at financial institutions and, to the best of my knowledge, that the information provided on this Merchant Processing Application and Agreement is complete and correct. Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by Processor and Bank. Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

Client's Business Principal/Officer

Signature X _____ Title _____

Print Name of Signer _____ Date _____

Signature X _____ Title _____

Print Name of Signer _____ Date _____

Personal Guarantee: In exchange for PRIORITY and BANK (the Guaranteed Parties) acceptance of the Merchant Processing Application and Agreement with the Client named therein (which Merchant Processing Application and Agreement is hereby incorporated by reference into this Personal Guaranty), 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. The undersigned authorizes Priority Payment Systems and Axiom Bank, and their respective agents, (a) to investigate the references, statements, and other data contained in this Merchant Processing Application and to obtain additional information (including, but not limited to, consumer credit reports) from credit bureaus, consumer reporting agencies and other lawful sources bearing on his or her personal credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, mode of living (if the undersigned asks Priority Payment Systems or Axiom Bank whether a consumer report was requested, Priority Payment Systems or Axiom Bank will tell such person, and if a report was requested will provide the name and address of the agency which furnished the report), and (b) to contact all previous employers, personal references, and educational institutions, as well as to provide amongst each other, the information contained in this Merchant Processing Application as well as any information received from references including banks and consumer reporting agencies. If the Application is approved, the undersigned authorizes Priority Payment Systems and Axiom Bank to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement.

Personal Guarantee Signature X _____ Print Name: _____ Title _____

Accepted By
Priority Payment Systems, LLC
P.O. Box 246, Alpharetta, GA 30009-0246

Accept By:
Axiom Bank N.A.
Mailing address: **258 Southhall Lane, Suite 400, Maitland, FL 32751**

Signature X _____

Signature X _____

Title _____ Date _____

Title _____ Date _____

CONFIRMATION PAGE

PROCESSOR INFORMATION: **Name:** Priority Payment Systems
 Address: P.O. Box 246 Alpharetta, GA 30009-0246

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you.

Program Guide: https://prioritypaymentsystems.com/manuals/Axiom_Bank_PPS_Program_Guide_09.24.19.pdf

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

- 1. Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by Visa, MasterCard, American Express, and/or Discover. Any transactions that fail to qualify for these reduced rates will be charged an additional fee.
- 2. We may debit your bank account** from time to time for amounts owed to us under the Agreement.
- 3. There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or settlement account. For a more detailed discussion, see the Chargebacks Section of the Program Guide.
- 4. If you dispute any charge or funding,** you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing.
- 5. The Agreement limits our liability to you.** For a detailed description, see the Limitation of Liability section of the Program Guide.
- 6. We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you, under certain circumstances as described in the Term, Events of Default, Reserve Account, and Security Interest sections of the Program Guide.
- 7. By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
- 8. The Agreement contains a provision** that in the event you terminate the Agreement prior to the expiration of your term, you will be responsible for the payment of an early termination fee as set forth in under "Additional Fee Information" section of the Program Guide.
- 9. You may elect to lease equipment from Processor** or third parties under a separate lease agreement not included in the Program Guide. Notwithstanding anything to the contrary herein, _____ neither sells nor leases any equipment to Client and has no responsibility or liability for equipment you obtain through Processor or from others.
- 10. For questions regarding your Merchant Processing Application and Agreement, please contact Customer Service at 1-855-813-5293, and / or refer to Important Phone Numbers on the Additional Important Information Page.**
- 11. Card Organization Disclosure**

Visa and MasterCard Member Bank Information: Axiom Bank N.A.

The Bank's mailing address is: 258 Southhall Lane, Suite 400, Maitland, FL 32751 and phone number is: 407.732.5608

Important Member Bank Responsibilities:

- a) The Bank is the only entity approved to extend acceptance of Visa and MasterCard products directly to a Merchant.
- b) The Bank must be a principal party to the Merchant Agreement.
- c) 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.
- d) The Bank is responsible for and must provide settlement funds to the Merchant.
- e) The Bank is responsible for all funds held in reserves that are derived from settlement.

Important Merchant Responsibilities:

- a) Ensure compliance with Cardholder data security and storage requirements.
- b) Maintain fraud and Chargebacks below Card Organization thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Card Organization rules and applicable law and regulations.
- e) Retain assigned copy of this Disclosure Page.
- f) You may download "Visa Regulations" from Visa's website at: http://usa.visa.com/merchants/operations/op_regulations.html
- g) You may download "MasterCard Regulations" from MasterCard's website at: <http://www.mastercard.com/us/merchant/support/rules/html>

Print Client's Business Name: _____

By its signature below, Client acknowledges that it has received (either in person, by facsimile, or by electronic transmission) the complete Program Guide including this confirmation.

Client further acknowledges reading and agreeing to all terms in the Program Guide, which shall be incorporated into Client's Agreement. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

Client understands that a copy of the Program Guide is also available for downloading from the Internet at the Program Guide link above.

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM GUIDE WILL BE ACCEPTED.

Client's Business Principal:

Signature: X _____ **Please Print Name of Signer** _____ **Title** _____ **Date** _____

Merchant Beneficial Ownership and Management Information Certification: The following information and certifications concerning beneficial ownership, and the identification of beneficial owner(s), of the Merchant identified in the Merchant Application referenced below, must be provided for the Merchant if a legal entity (legal entity includes a corporation, limited liability company or other entity that is formed by filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States). (This form need not be used for a Merchant identified in the Merchant Application as a "sole proprietor" or "sole proprietorship", provided the prescribed forms of Merchant Application including any Patriot Act/customer identification forms and taxpayer identification/withholding forms included therein or prescribed for use therewith reflect such sole proprietorship status and are completed and executed by such sole proprietor and the Processor's representative.) The beneficial ownership/management information and certification in this form is in addition to, not a substitute for, the information and certifications regarding the Merchant legal entity required elsewhere in the prescribed form of Merchant Application including any other Patriot Act/customer identification forms and taxpayer identification/withholding forms included therein or prescribed for use therewith. **Notice: 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, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. In some instances we may use outside sources to confirm the information.** Priority Payment System's privacy policy can be found at www.prioritypaymentsystems.com.

Section 1: Merchant Application Information (Must match information in Merchant Application): Date Application Signed (by Authorized Signer named below): _____

Merchant Legal Name: _____ Merchant Federal Tax ID (as it appears on income tax return): _____ Merchant State of formation/Incorporation: _____
Merchant Address: _____ Merchant Entity Type: _____

Section 2: Beneficial Ownership and Management Information. Provide the information below on each individual who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25% or more of the equity interests of the Merchant legal entity identified above. If the total ownership of those individuals does not exceed 50% of the equity interests of the Merchant, provide the information below on additional beneficial owners so that the total ownership interests of individuals for which information is provided below exceeds 50%. (Use extra copies if needed.) Information must be provided for one individual with significant responsibility for managing the legal entity listed in Section 1, a "Control Prong". Examples of a Control Prong include, but are not limited to: Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President or Treasurer. If no other Beneficial Owner identified below is identified in the right column as the Control Prong, the Control Prong section below must be completed.

Beneficial Owner Legal Name	Title	% of Legal Entity Ownership: _____%	
Individual's Home (Street) Address (No P.O. Box)	City, State, Zip	Date of Birth	
Individual has a Social Security Number or Individual Taxpayer Identification Number issued by US Government? <input type="checkbox"/> Yes <input type="checkbox"/> No	Social Security No. (SSN)/Individual Taxpayer Identification No. (ITIN):	Control Prong? <input type="checkbox"/> Yes	
ID Type:* <input type="checkbox"/> Driver's License <input type="checkbox"/> Other State photo ID showing residence <input type="checkbox"/> Passport <input type="checkbox"/> Resident Alien ID <input type="checkbox"/> Other ID± _____	State/Country of Issuance	Date Issued	Expiration Date
Beneficial Owner Legal Name	Title	% of Legal Entity Ownership: _____%	
Individual's Home (Street) Address (No P.O. Box)	City, State, Zip	Date of Birth	
Individual has a Social Security Number or Individual Taxpayer Identification Number issued by US Government? <input type="checkbox"/> Yes <input type="checkbox"/> No	Social Security No. (SSN)/Individual Taxpayer Identification No. (ITIN):	Control Prong? <input type="checkbox"/> Yes	
ID Type:* <input type="checkbox"/> Driver's License <input type="checkbox"/> Other State photo ID showing residence <input type="checkbox"/> Passport <input type="checkbox"/> Resident Alien ID <input type="checkbox"/> Other ID± _____	State/Country of Issuance	Date Issued	Expiration Date
Beneficial Owner Legal Name	Title	% of Legal Entity Ownership: _____%	
Individual's Home (Street) Address (No P.O. Box)	City, State, Zip	Date of Birth	
Individual has a Social Security Number or Individual Taxpayer Identification Number issued by US Government? <input type="checkbox"/> Yes <input type="checkbox"/> No	Social Security No. (SSN)/Individual Taxpayer Identification No. (ITIN):	Control Prong? <input type="checkbox"/> Yes	
ID Type:* <input type="checkbox"/> Driver's License <input type="checkbox"/> Other State photo ID showing residence <input type="checkbox"/> Passport <input type="checkbox"/> Resident Alien ID <input type="checkbox"/> Other ID± _____	State/Country of Issuance	Date Issued	Expiration Date
Beneficial Owner Legal Name	Title	% of Legal Entity Ownership: _____%	
Individual's Home (Street) Address (No P.O. Box)	City, State, Zip	Date of Birth	
Individual has a Social Security Number or Individual Taxpayer Identification Number issued by US Government? <input type="checkbox"/> Yes <input type="checkbox"/> No	Social Security No. (SSN)/Individual Taxpayer Identification No. (ITIN):	Control Prong? <input type="checkbox"/> Yes	
ID Type:* <input type="checkbox"/> Driver's License <input type="checkbox"/> Other State photo ID showing residence <input type="checkbox"/> Passport <input type="checkbox"/> Resident Alien ID <input type="checkbox"/> Other ID± _____	State/Country of Issuance	Date Issued	Expiration Date
<input type="checkbox"/> Control Prong (and/or additional Beneficial Owner) Legal Name	Title	% of Legal Entity Ownership: _____%	
Individual's Home (Street) Address (No P.O. Box)	City, State, Zip	Date of Birth	
Individual has a Social Security Number or Individual Taxpayer Identification Number issued by US Government? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Social Security No. (SSN)/Individual Taxpayer Identification No. (ITIN):	Control Prong? <input type="checkbox"/> Yes	
ID Type:* <input type="checkbox"/> Driver's License <input type="checkbox"/> Other State photo ID showing residence <input type="checkbox"/> Passport <input type="checkbox"/> Resident Alien ID <input type="checkbox"/> Other ID± _____	State/Country of Issuance	Date Issued	Expiration Date

* For US persons provide unexpired Driver's License unless there is none; for non-US persons ID Type may be unexpired Resident Alien ID, or Passport/Other ID± and Country of issuance.
± Specify type of "Other ID", which may be any other unexpired government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

Certifications and Signatures:

The undersigned Authorized Signer, listed above as a Beneficial Owner or Control Prong, who has signed the Merchant Application on behalf of the Merchant, hereby certifies that he/she is authorized to open accounts for the Merchant at financial institutions, that all information provided above about the Merchant legal entity is complete and correct and that, to the best of his/her knowledge, all information provided above about each individual listed above is complete and correct and there is no individual who directly or indirectly owns 25% or more of the Merchant legal entity's equity interests whose information is not provided above. The Authorized Signer and the Processor's Representative, each hereby certify that the information listed above regarding the identity and the identification document of each individual listed above, is complete and correct and was personally observed on the indicated document.

Authorized Signer Signature _____ Date Signed _____ Authorized Signer Printed Name _____ Processor's Rep. Signature _____ Date Signed _____ Processor's Rep. Printed Name _____