

MERCHANT PROCESSING APPLICATION AND AGREEMENT

MENONAN	I I KOOLOOMO A	II I LIOATION AI	ID AOILLINEILI
Relationship	PRIORITY MX	Association	
Sales Rep Name		Application Date	
2. BUSINESS LO	DCATION INFORMATION	3. BUSINESS STRUCT	URE

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 (Must match IR	S income tax filing)				
Location Address		Corporate Address (If Different Than Location)					
City State	Zip	City		State	Zip		
Location Phone Location I	Fax	Contact Name	Contact Phone				
Customer Service Phone Prior Secu	urity Breach? es No	Business Email		D&B#			
Business Website Address		Fed Tax ID # (Must match IR	S income tax filing)	Тах Туре			
Multiple locations? Yes No if Yes, 6 Additional location to existing MID	enter # of locations	Tax Filing Name					
Send retrieval/chargeback requests to Corporate Address Location	n Address	Date Business Started		Length Current Ow	nership		
Send monthly merchant statements to	Corporate Address	—— Location A	ddraee	Do Not N	Mail		
Sole Prop Partnership LLC/LLP		Corp Govt. (Local/St		01c/Tax Ex. State F			
I certify that I am a foreign entity / nonresident alien. (If checked, please attach IRS Form W-8.)		provide accurate information n	•				
	Guide) for further						
4.OWNERS/PARTNERS/OFFICERS All Owners with up to 2							
OWNER/PARTNER/OFFICER 1 Name Na	OWNER/PARTNE ame	R/OFFICER 2	Business Name	TRADE REFERENCE			
		% Ownership	Business Addre				
%	tle	% Ownership %			 -		
	ome Address		City	State	Zip		
City State Zip Ci	ity	State Zip	Contact				
Telephone	elephone		Telephone				
Social Security # Date of Birth Sc	ocial Security #	Date of Birth					
Email Address En	mail Address						
Prior Bankruptcies? Yes No	Business and/or	Personal Date	Discharged:				
6. NATURE OF BUSINESS 7. TRANSACTION INFOR	RMATION (see Section 9 /	American Express)					
Business Type: Retail Restaurant —	Mail/Telephone Order -	InternetLo	dgingS	upermarketG	overnment		
Petroleum Utilities	Healthcare Educ	ation QSR —	Charity/Non Pro	fit B2B —	Other		
Requested Monthly Payment Card Volume		Card Present Swiped	Sales to Consumers	%			
Requested Average Payment Card Ticket		Card Present Not Swiped					
Requested Highest Payment Card Ticket		мото	%	Sales to Govt.			
Seasonal Merchant? Yes No (circle open	months if yes)	Internet (Ecommerce) % Days to Delivery					
J F M A M J	J A S O N D	Previous Processor					
Reason For Leaving							
Description of products or services sold							
Describe your return policy							
8. BANKING ACCOUNT INFORMATION							
Deposit Bank Name	Routing#	Account#	AC	H Method:			
Bank Address Location	Bank Phone	Checking	Savings	Combined	Individual		
		•	I				

9. SERVICE ACCEPTA	NCE AND FEE	SCHEDULE						Page 2 of 4	
	u wish to accept /isa Non-PIN Debit	-	9 of the Program Terms and reard Credit Maste	d Conditions (lercard Non-PIN	-	e) for details regarding lir Discover Network	nited acceptance) American Express Credit _	PIN Debit	
Select VI/MC/Discover N	letwork Discoun	nt Plan:	(Based on Gross Sales Volum	me)	Discount Pa	ayment Method:		Monthly	
Tiered Basi	ic	Flat Rate					· <u>—</u>		
Pass Throu	ıgh I/C	Enhanced	d Recover Reduction (ERR)		Assessments: Included Bill Separately (If Pass Through I/C - Assessments MUST Bill Separately)				
Select PinDebit Discour	nt Plan:					Brand Fees:			
Pin Debit N	etwork Fee Pass	-through +	% Markup				Brand Fees MUST Bill Sep	Bill Separately arately)	
			Disc	ount Fees					
QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)	QUALIFICATION	DISC. FEE (%)	PER ITEM (\$) QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)	
	stercard	,		Visa			Discover Network		
Credit Qual			Credit Qual			Credit Qual			
Credit Mid-Qual			Credit Mid-Qual			Credit Mid-Qual			
Credit Non-Qual			Credit Non-Qual			Credit Non-Qual			
CheckCard Qual			CheckCard Qual			CheckCard Qual			
CheckCard Mid-Qual			CheckCard Mid-Qual			CheckCard Mid-Qua	al		
CheckCard Non-Qual			CheckCard Non-Qual			CheckCard Non-Qu	al		
Credit Pass Through IC			Credit Pass Through IC			Credit Pass Through	n IC		
CheckCard Pass Through IC			CheckCard Pass Through IC			CheckCard Pass Through IC			
ERR			ERR			ERR			
			All applicable Association foce will	I he passed throug	h to the merchant of	t the applicable costs assigned l	by the Association. Each includ	lo but are	
Voyager	Voyager All applicable Association fees will be passed through to the merchant at the applicable costs assigned by the Association. Fees include, but are not limited to, Visa's APF, Misuse of Authorization Fee, Zero Floor Limit Fee, Acquirer ISA Fee, and Mastercard's NABU Fee, Acquirer Support Fee, Cross Border Fee, and Discover IPF, ISF, Data Usage fee, Amex Net Work Fee et al.								
				can Express					
	1	0	ptBlue SM				Amex Direct		
QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)	OptBlue SM Monthly Card Volume						
Credit Qual			OptBlue SM Average			Or	der NewL	Ise Existing	
Credit Mid-Qual			OptBlue SM Highest Card Ticket						
Credit Non-Qual			SE#			—— CAP#			
Credit Pass Through IC			Select OptBlue SM Disco	ount Plan:	Flat Rate	Existing SE #	·		
ERR			Pass Thro	_	_ riat reate	Monthly flat fee of	\$7.95 or Discount Rate may a	oply	
			Enhanced	Recover Red	uction (ERR)				
	ged by American Expre		henever a CNP or Card Not Present icable to transactions made on all Ar				ented at the point of purchase (e.g.,	
Islands and other U.S. territories	and possessions). Th	is fee is applicable to	including Prepaid Cards, that was is all industries listed in Appendix B, e. 220), and Child Care Services (MCC	xcept Education in					
		ization Fees				Monthly Fe	ees		
Visa/MC/Discover Netwo	rk	Electroni	c AVS	Month	ly Minimum		Industry Compliance		
Amex/Fleet/Other		Voice Au	thorization	Wirele	ss Fee		Monthly Service Fee		
Pin Debit Authorization		Voice AV	/S	PIN D	ebit Fee		Misc Monthly Fee (if applicable per Section 4.8 of	of the Merchant	
EBT Authorization				Indust	ry Non-Complia	Up to \$24.95	Program Terms and Condition		
		Miscellan	eous Fees				MX Merchant Fees		
Sales Transaction Fee		(per item)	Chargeback Fee	(per	occurence) MX	Merchant Monthly Fee			
Return Transaction Fee		I	Retrieval Fee	(no	r occurence) MX	Merchant Plan	_Reporting Bas	sicPlus	
(All card types)		(per item)	Annual Fee	(pe				terprise	
Batch Fee		(per item)	Annual Fee Bill Month	-	MX	Gateway Transaction F	ee	_	
ACH Reject Fee		(per occurence)			Bill	to	Statement	Separate	
In the event that this Agreement	is terminated early, Me	erchant will be respor	nsible for the payment of aear	ly termination fee i	n accordance with F	Part IV, Section A.3 of the Merch	ant Program Terms and Condit	ions (Program Guide).	

10. OTHER CARD TYPES												Р	age 3 of 4
Accept EBT	Yes	No	Order	· Voyager		Yes	No	Order ACH/C	heck S	Services		Yes	No
Accept EBT Cash Benefit	Yes	No	Order	Wright Expres	ss	Yes	— No	(Must attach adde	ndum wi	th app copy)		_	
	_			ttach Wright Expres	ss application	on and Debrandi	ng letter	Order Gift Ca				Yes	No
			with app	p copy)				(Must attach adde	endum w	ith app copy)		•	_
11a. EQUIPMENT / PROCESSII	IC MET	1OD	<u> </u>										
			Tin.	MOTO F) o o to uro	at w/ Tip	Quiek	Convo Dootouron	t (no t	in)	Llotal	Auto Do	ntal
Application Type Retail		Retail w/ 1	ip 🗆	MOTO D			□ Quick	Serve Restauran	it (no t			Auto Rei	
Terminal Features Fraud Check (last 4-digits)	Yes	No	Purchasi	ing Card	Yes	No	Invoice/Dur	chase Order #		Yes	No		
AVS + CVV2			Server/C				Auto Close		N D	If yes, tin	me?		
-	<u> </u>												
IP Connection? Yes ☐ No ☐	ır yes, ı	erminai S	eriai			_	Speciai Requi	ests (Multi-Mid, [Jiai 9,	etc):			
Wireless? Yes ☐ No ☐	Wireles	s Info: MA	N/Serial _			:	SIM Card Nur	mber					
TYPE OF EQUI	PMENT			PRODUCT NA	ME	QUANTITY	r		D	EPLOYMEN	Т		
Terminal Pinpad Prin	iter 🗖	VAR*					Existing	□ Agent	П	New Order (attach orde	er form)	П
Terminal Pinpad Prin		\/AD*					Existing			New Order (
Terminal Pinpad Prin		\/AD*					Existing			New Order (attach orde	er form)	
Terminal Pinpad Prin	iter _	VAR*					Existing	☐ Agent		New Order (attach orde	er form)	
*Manufacturer/product/versio	n of PC/	Internet	Software										
Do you use any third party to s					ata?		Yes	No					_
If yes, give name/address:	, ,	,											
11b. CARD NOT PRESENT IN	FORMAT	ION											
If you process more than 30% of your bankcard transactions, or volume, without swiping and/or examining the credit card, please complete this section and provide the													
information requested.	•		ŕ	•			J	,	•	•		•	
Please submit your Product cats								service agreeme	nt with	card holder	if		
applicable. If on the Internet, pleas 2. If Internet, please check your ty			ints of you	ir website addr	ess if yo	ur site is not	yet active.						
Web Hosting	-		egistration	. \	loh naga	Dooign	Λ.,,	otion	lnt	ornat Camila	o Cotowov		
—— Web Hosting		Domain K	egisiratioi		eb page	Design		ction		ernet Service	e Galeway		
Selling Digital Service		Advertise	ment	S	elling Ha	rd Goods	Oth	ner:					
If using the Internet list open intion	mathad	vandar a	ad control		o tranca	ation inform							
If using the Internet, list encryption	i memoa,	vendor, ar	ia controis	s used to secui	e transa	CHOII IIIIOIIII	illori						
2. How will the product be advertis	ad ar prar	motod?											
3. How will the product be advertis	•	noteu?											
4. Billing Methods: (Check all that a	appiy)												
Monthly % Yearly %Quarterly % Monthly % Hourly %													
5. List the name(s) and address(es	s) of the ve	endor(s) fr	om which	supplies are po	urchased	1.							
6. Who performs product/service fu	ılfillment?	If direct fr	om vendo	r. please provid	de Vendo	or Name, ad-	dress and pho	one number in fu	II:				
S. The perionine production vice it			J.II VOIIGO	., piodoc provid	vond		2. 300 and pile	55 Hamber III lu					
7 Diagon describe to the control of			ina -f ·		May - CC	IEIIma t							
7. Please describe how a sale take	s place fr	om beginn	iing of ord	er until comple	uori ot tu	iiiiiiiient:							

Page 4 of

12a. 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 PABP (Payment Application Best Practices) 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

12b. Annotation

13. SIGNATURES

Client certifies true and correct and that Client has received a copy of the Program Terms and Conditions (Program Guide) (Version PPS2204) and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-13) 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 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 Section 7, Transaction Information section and Section 9, American Express above, you are authorized to accept transactions in accordance with the percentages indicated in that section. Client authorizes PRIORITY PAYMENT SYSTEMS ("PRIORITY") and Wells Fargo Bank, N.A. ("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 names in this Merchant Processing Application. Client authorizes PRIORITY and BANK and their respective agents (a) to procure information form any consumer reporting agency bearing his/her personal credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, and (b) to contact all previous employers, personal references and educational institutions. Each of the undersigned also authorizes us and our Affiliates to provide amongst each other the information contained in this Merchant Processing Appli

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.

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).

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 PRIORITY and BANK.

Client's Business Principal / Officer

Signature:	
Title:	
Print Name:	
Date:	
Signature X	Title
Print Name of Signer	_ Date _

Personal Guarantee: In exchange for PRIORITY and Wells Fargo Bank, N.A. (the Guaranteed Parties) acceptance of, as applicable, and/ or the 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.

Personal Guarantee

Signature:

Print Name:

Date:

Personal Guarantee

Signature X ______ Print Name: _____ Date_____

Accepted By

Priority Payment Systems, LLC

P.O. BOX 246, Alpharetta, GA 30009-0246

Wells Fargo Bank, NA,

P.O Box 6079 Concord, CA 94524

Signature X _____

Signature X _____

Title _____ Date

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. Priority Payment System's privacy policy can be found at www.prioritypaymentsystems.com.

Merchant Legal Name: Merchant Address:	Merchant Federal Tax ID (as it appears on income tax return):Merchant State of forMerchant Entity Typ					
Section 2: Beneficial Ownership and Manag understanding, relationship or otherwise, owns 25 50% of the equity interests of the Merchant, provi below exceeds 50%. (Use extra copies if needed Prong". Examples of a Control Prong include, but Vice President or Treasurer. If no other Beneficia	5% or more of the equity interests of de the information below on addition .) Information must be provided for a are not limited to: Chief Executive (the Merchant legal entity identifier nal beneficial owners so that the to one individual with significant res Officer, Chief Financial Officer, Ch	ed above. If the total ownership inte ponsibility for mana hief Operating Office	al ownership of those inc rests of individuals for wl ging the legal entity liste er, Managing Member, G	lividuals does not exceed nich information is provid d in Section 1, a "Contro seneral Partner, Presider	
Beneficial Owner Legal Name		Title	•		% of Legal Entity Ownership: _%	
Individual's Home (Street) Address (No P.O. Bo	x)	City, State, Zip			Date of Birth	
Individual has a Social Security Number or Indiv Number issued by US Government? — Yes —		Social Security No. (SSN)/Ind	dividual Taxpayer Id	entification No. (ITIN):	Control Prong?	
ID Type:* □ Driver's License □ Other S □ Passport □ Resident Alien ID □ Other ID±	tate photo ID showing residence	State/Country of Issuance	Date Issued	Expiration Date	Number on ID:	
Beneficial Owner Legal Name		Title				
Individual's Home (Street) Address (No P.O. Bo	ox)	City, State, Zip			Ownership: _% Date of Birth	
Individual has a Social Security Number or Indiv Number issued by US Government? ☐ Yes ☐		Social Security No. (SSN)/Ind	Control Prong? ☐ Yes			
ID Type:* □ Driver's License □ Other St □ Passport □ Resident Alien ID □ Other ID±	ate photo ID showing residence	State/Country of Issuance	Date Issued	Expiration Date	Number on ID:	
Beneficial Owner Legal Name		Title			% of Legal Entity Ownership: _%	
Individual's Home (Street) Address (No P.O. Bo	ox)	City, State, Zip			Date of Birth	
Individual has a Social Security Number or Indiv Number issued by US Government? □ Yes □		Social Security No. (SSN)/Ind	Control Prong? ☐ Yes			
ID Type:* □ Driver's License □ Other St □ Passport □ Resident Alien ID □ Other ID±	ate photo ID showing residence	State/Country of Issuance	Date Issued	Expiration Date	Number on ID:	
Beneficial Owner Legal Name		Title	.	•	% of Legal Entity Ownership: _%	
Individual's Home (Street) Address (No P.O. Bo	ox)	City, State, Zip			Date of Birth	
Individual has a Social Security Number or Indiv Number issued by US Government? — Yes —		Social Security No. (SSN)/Ind	Control Prong? □ Yes			
ID Type:* □ Driver's License □ Other St □ Passport □ Resident Alien ID □ Other ID±	ate photo ID showing residence	State/Country of Issuance	Date Issued	Expiration Date	Number on ID:	
□ Control Prong (and/or □ additional Benef	icial Owner) Legal Name	Title			% of Legal Entity Ownership: _%	
Individual's Home (Street) Address (No P.O. Bo	ox)	City, State, Zip	Date of Birth			
Individual has a Social Security Number or Indiv Number issued by US Government? — Yes		Social Security No. (SSN)/Ind	dividual Taxpayer Id	entification No. (ITIN):		
ID Type:* □ Driver's License □ Other St □ Passport □ Resident Alien ID □ Other ID±	ate photo ID showing residence	State/Country of Issuance	Date Issued	Expiration Date	Number on ID:	

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