

Merchant # _____

Hierarchy _____

ISO # _____

PO Box 778 Alpharetta, Ga 30009

MERCHANT APPLICATION AND AGREEMENT

BUSINESS INFORMATION

CORPORATE/LEGAL NAME				MERCHANT NAME (DBA OR TRADE NAME)					
CORPORATE ADDRESS			SUITE / BLDG #	LOCATION ADDRESS			SUITE / BLDG #		
CITY		STATE	ZIP		CITY		STATE	ZIP	
CORPORATE TELEPHONE			EMAIL ADDRESS		LOCATION TELEPHONE			FEDERAL TAX ID#	
YEARS IN BUSINESS		# OF LOCATIONS		PLEASE CHOOSE MAILING ADDRESS		DBA LEGAL			
WEBSITE MONTHLY STATEMENT DELIVERY METHOD IS ONLINE UNLESS CHECKED HERE FOR MAILING: YES									
PAYMENT CARD INDUSTRY DATA SECURITY STANDARD: MUST PROVIDE COPY OF SELF ASSESSMENT QUESTIONNAIRE. IF APPLICABLE, MUST PROVIDE CERTIFICATE OF COMPLIANCE									

OWNER INFORMATION

The following information for each individual, if any, who directly or indirectly, through any contract arrangement, understanding, relationship, or otherwise, owns 25% or more of the equity interests of the legal entity listed above: (please provide copy of driver's license for each signing principal).

FIRST NAME 1	MIDDLE	LAST NAME	SSN	% OWNERSHIP*	DATE OF BIRTH	TITLE
HOME ADDRESS		CITY/STATE	SUITE/APPT#	ZIP	HOME PHONE	
FIRST NAME 2	MIDDLE	LAST NAME	SSN	% OWNERSHIP*	DATE OF BIRTH	TITLE
HOME ADDRESS		CITY/STATE	SUITE/APPT#	ZIP	HOME PHONE	
FIRST NAME 3	MIDDLE	LAST NAME	SSN	% OWNERSHIP*	DATE OF BIRTH	TITLE
HOME ADDRESS		CITY/STATE	SUITE/APPT#	ZIP	HOME PHONE	
FIRST NAME 4	MIDDLE	LAST NAME	SSN	% OWNERSHIP*	DATE OF BIRTH	TITLE
HOME ADDRESS		CITY/STATE	SUITE/APPT#	ZIP	HOME PHONE	

CONTROLLING OFFICER

Complete the following information for the one individual with significant responsibility for managing the legal entity listed above, such as: an executive officer or senior manager (e.g. Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or any other individual who regularly performs similar functions. If appropriate, an individual listed under Section (a) listed above may also be listed in the section (b).

First Name:	Middle Name:	Last Name:	Title:
Is this individual already listed in section (a)? If so, please complete the next section. YES NO			
HOME ADDRESS:		CITY/STATE:	STATE ID#: ZIP CODE:
HOME PHONE:		DATE OF BIRTH:	
DRIVER'S LICENSE NUMBER / PASSPORT NUMBER & EXP DATE:			

BUSINESS PROFILE

DOES THIS LOCATION CURRENTLY TAKE VISA/ MASTERCARD / DISCOVER NETWORK? YES NO	RETAIL CHIP / SWIPE %
COMBINED BATCH INDIVIDUAL BATCH SEASONAL MERCHANT YES NO	IMPRINT (CARD NOT PRESENT) %
AVERAGE TICKET \$ MAXIMUM TICKET \$	MAIL / TELEPHONE %
MONTHLY VOLUME \$	INTERNET %
NEXT DAY FUNDING YES NO BILLING TYPE MONTHLY DAILY	
SAME DAY FUNDING YES NO	B2B% B2C% B2G%

OWNERSHIP: MUST PROVIDE DOCUMENTATION

INDIVIDUAL / SOLE PROPRIETOR PARTNERSHIP	PA / PC LLC / LLP	CORPORATION GOVERNMENT	PUBLICLY TRADED NON-PROFIT (MUST PROVIDE 501C3 LETTER)	OTHER
MCC CODE	BUSINESS TYPE:	GOODS AND SERVICES	RETAIL RESTAURANT	SERVICE INTERNET LODGING
BANK NAME		BUSINESS CHECKING ROUTING #		
PLEASE DESCRIBE REFUND & RETURN POLICY:		BUSINESS CHECKING ACCOUNT #		
PLEASE LIST ALL THIRD PARTY PAYMENT PROCESSORS MERCHANT DOES BUSINESS WITH: (I.E. VARS, GATEWAYS AND ANY OTHER PARTY THAT TOUCHES CARDHOLDER DATA):				

SITE INSPECTION SURVEY

MERCHANT :	OWNS	RENTS	NAME & ADDRESS LANDLORD / MGMT. CO:					
AREA ZONED:	COMMERCIAL	INDUSTRIAL	RESIDENTIAL	SQUARE FOOTAGE: 0-500	501-1000	1001-2000	2001-4000	OTHER
INVENTORY MAINTAINED: ON-SITE WAREHOUSE OFF SITE FULFILLMENT CENTER (PROVIDE NAME & ADDRESS) _____								
WAS THE OFF-SITE LOCATION VISITED? YES NO IF NO, EXPLAIN: _____								
DOES THE AMOUNT OF INVENTORY ON THE SHELVES, FLOOR AND IN WAREHOUSE APPEAR CONSISTENT WITH THIS TYPE OF BUSINESS AND CREDIT CARD VOLUME? YES NO IF NO, EXPLAIN: _____								
DOES LOCATION HAVE SUFFICIENT STAFF, TELEPHONE LINES AND OTHER EQUIPMENT TO MEET ANTICIPATED SALES VOLUME? YES NO IF NO, EXPLAIN: _____								
DOES THE SIGNAGE INSIDE AND OUTSIDE MATCH THE GOODS OR SERVICES SOLD LISTED ON THE APPLICATION? YES NO IF NO, EXPLAIN: _____								
I HEREBY VERIFY THAT I HAVE INSPECTED THE BUSINESS PREMISES OF THE MERCHANT AT THIS ADDRESS AND THE INFORMATION STATED ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. INSPECTED BY (PRINT NAME): _____								
SIGNATURE: _____				DATE: _____				

SERVICE ACCEPTANCE AND FEE SCHEDULE (Based on Gross Sales Volume)

DISCOUNT RATES			TIERED (RATE 1,2 & 3)		COST PLUS (RATE 1 ONLY)		FLAT RATE (RATE 1 ONLY)		ERR (RATE 1 & 2)		DUAL PRICING (RATE 1 ONLY)	
RATE 1			%	\$	RATE 2		%	\$	RATE 3		%	\$
VISA QUAL CREDIT					VISA MID- QUAL CREDIT				VISA NON-QUAL CREDIT			
MASTERCARD QUAL CREDIT					MASTERCARD MID- QUAL CREDIT				MASTERCARD NON-QUAL CREDIT			
DISCOVER NETWORK QUAL CREDIT					DISCOVER NETWORK MID- QUAL CREDIT				DISCOVER NETWORKNON-QUAL CREDIT			
AMERICAN EXPRESS QUAL CREDIT					AMERICAN EXPRESS MID- QUAL CREDIT				AMERICAN EXPRESS NON-QUAL CREDIT			
VISA QUAL DEBIT					VISA MID- QUAL DEBIT				VISA NON-QUAL DEBIT			
MASTERCARD QUAL DEBIT					MASTERCARD MID- QUAL DEBIT				MASTERCARD NON-QUAL DEBIT			
DISCOVER NETWORK QUAL DEBIT					DISCOVER NETWORK MID- QUAL DEBIT				DISCOVER NETWORK NON-QUAL DEBIT			
VS/MC/DISC PIN DEBIT					VS/ MC/ DISC PIN DEBIT				VS/MC/DISC PIN DEBIT			

MERCHANT IS RESPONSIBLE FOR ALL PROCESSING FEES ON CARD TRANSACTIONS. IF MERCHANT DOES NOT APPLY A SURCHARGE TO A CARD TRANSACTION, THE MERCHANT IS STILL RESPONSIBLE FOR THE ASSOCIATED PROCESSING FEES. AS A SURCHARGE, MERCHANT AGREES TO POST SIGNAGE AS REQUIRED BY THE CARD ORGANIZATIONS OR SETTLOR THAT INFORMS CARDHOLDERS AND / OR CUSTOMERS OF THE MERCHANT SURCHARGE POLICY. THE SIGNAGE SHALL BE PLACED AT THE ENTRY POINT OF THE STORE AND AT THE POINT OF SALE. WHEN CONDUCTING AN E-COMMERCE TRANSACTION, THE SURCHARGE DISCLOSURE SHALL APPEAR ON THE FIRST PAGE THAT REFERENCES CREDIT CARD BRANDS AND SHALL INCLUDE THE % OF THE SURCHARGE ON CREDIT CARD TRANSACTIONS.

AUTHORIZATION, MONTHLY & SPECIAL PROGRAM FEES

Visa/Mastercard	\$ _____	Voice Auth	\$ _____	Pin Debit Access Fee	\$ _____	PCI Annual Fee	\$ _____	Internet Gateway Access Fee	\$ _____
Discover NW	\$ _____	ACH Reject Fee	\$ _____	Next Day Funding Fee	\$ _____	PCI Monthly Fee	\$ _____	Internet Gateway Per Item	\$ _____
AMEX	\$ _____	Chargeback Fee	\$ _____	Monthly Minimum	\$ _____	PCI Non Compliance	\$ _____	Wireless/Gateway Activation Fee	\$ _____
Pin Debit	\$ _____	Retrieval Fee	\$ _____	1099K Reporting	\$ _____	Fee TIN Mis Match Fee	\$ _____	Wireless Monthly Access Fee	\$ _____
EBT	\$ _____	Service Bundle Fee	\$ _____	ETF*	\$ _____	(Until Validated)		Wireless Per Item Fee	\$ _____
AVS	\$ _____	Monthly Support Fee	\$ _____			Annual Fee	\$ _____		
Batch	\$ _____			AMERICAN EXPRESS ESA #:		EBT FCS # (PLEASE PROVIDE COPY OF LICENSE):			

CARD BRAND FEES: INCLUDE BILL SEPARATELY

ASSESSMENT FEES: INCLUDE BILL SEPARATELY

* See Part IV, Section A.3 of the Program Guide for termination fees.

Pass Through Interchange - Includes Dues and Assessments. You will be charged the applicable interchange rate from Mastercard, Visa, or Discover, plus a MasterCard Assessment Fee (273) of 13%, a Visa Assessment Fee (274) OF .13%, VISA ASSESSMENT FEE CR (27L) of 0.14%, Discover Assessment Fee (234) .13% or PayPal Assessment Fee (45H) of 0.10% plus any other fees indicated on this Service Fee Schedule. (MC Assessment Fee (237) of when transition is equal to \$1,000 or more will be assessed an additional 0.01% per transaction.) American Express OptBlueNetwork Fee (286) of 0.16%, American Express Assessment Fee Has Program Pricing and not interchange and are subject to change.

WEX

WEX Auth Fee	\$ _____	X Sales Discount Fee	\$ _____	WEX Refund Fee	\$ _____	WEX Chargeback Fee	\$ _____	WEX Retrieval Fee	\$ _____
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TRANSARMOR

TransArmor Solutions Services Full Bundle For Non Clover Fees	\$ _____	TransArmor Monthly Fee	\$ _____	TransArmor Token & Encryption	\$ _____	TransArmor Token	\$ _____
Transarmor Solution Services Full Bundle W/O Transarmor Data Protection	\$ _____	TransArmor Essentials Solutions Non-Clover Fee	\$ _____	TransArmor Token & Encrypt - VF	\$ _____		

BUYPASS

Datawire Micronode YES NO	Datawire Micronode 960-AS Monthly Fee \$ _____	Voyager Auth Fee \$ _____	WEX Auth Fee \$ _____
FleetCor Auth Fee \$ _____	Voyager Sales Discount \$ _____	Voyager Sales Trans Fee \$ _____	Wright Express (P/L) Trans Fee \$ _____

	AMOUNT \$	START - MONTH/YEAR	FREQUENCY (ONE TIME, MONTHLY, ANNUALLY)		AMOUNT \$	START - MONTH/YEAR	FREQUENCY (ONE TIME, MONTHLY, ANNUALLY)
MISCELLANEOUS FEE				MISCELLANEOUS FEE			
MISCELLANEOUS FEE				MISCELLANEOUS FEE			

EQUIPMENT SETUP

TYPE OF EQUIPMENT			MANUFACTURER	MODEL	QTY	DEPLOYMENT		
TERMINAL	PIN PAD	VAR				REPROGRAM (MERCHANT OWNED)	PURCHASED BY ISO /AGENT	NEW ORDER (ATTACH EQUIPMENT ORDER/FILE BUILD FORM)
TERMINAL	PIN PAD	VAR				REPROGRAM (MERCHANT OWNED)	PURCHASED BY ISO /AGENT	NEW ORDER (ATTACH EQUIPMENT ORDER/FILE BUILD FORM)

SHIPPING INSTRUCTIONS

SHIP TO MERCHANT AT _____

SHIP TO SALES REP AT _____

DO NOT SHIP, SALES REP PROVIDE TERMINAL SERIAL NUMBER _____

DO NOT SHIP, SALES REP TO PICK UP

TERMINAL FEATURES

CONNECTION: DIAL ETHERNET WIRELESS WIFI

AUTOCLOSE: YES NO TIME: _____ AM PM

NCS D TERMINAL FILE BUILD FEE \$ _____

TIP CASH BACK GIFT CARDS DUAL PRICING

MERCHANT ACCEPTANCE AND AGREEMENT

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 (consisting of Sections 1-9), 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 the Merchant Processing Application and/or may leave a detailed voice message in the event that the Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has a 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 5, Transaction Information 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.

On behalf of myself as an individual, the entity on whose behalf I am signing, and its principals (collectively, the Client Parties), (A) I authorize Processor, Servicers, the applicable Payment Networks, and its and their Affiliates, third party subcontractors, service providers, and/or agents: (i) to use, disclose, and exchange amongst them and externally with other third-parties, the information in the Agreement and information about each of the Client Parties, (including by requesting and sharing, personal and business consumer reports, bank references, and other information as necessary from time to time), for marketing and administrative purposes, verification purposes, purposes under the Merchant Processing Application and AGREEMENT (MPA), if approved, product improvement, fraud, analytics and any other purposes permitted by law (and to continue to use and share such information following the termination of this Agreement); (ii) to inform me directly about the contents of requested consumer reports (including the name and address of the agency furnishing the report), and (iii) to receive any and all personal and business credit financial information from all references, including banks and consumer reporting agencies, which are hereby released to provide that information; and (B) I certify that: (i) The federal taxpayer identification number and corresponding filing name proved herein are correct; (ii) The statements made and agreed to in the MPA, to which I have not made any alterations or stricken out any language, are true, complete and accurate, and may be relied upon as current unless changed or updated per the Notice provisions of the Agreement; (iii) I can read and understand the English language; (iv) I have received and read a copy of the (a) MPA (consisting of Sections 1-9), (b) Program Guide, (c) Confirmation Page (version N_PW_R_2608), and (v) I have authority to bind the entity on whose behalf I am signing below and have the appropriate consents and authority from each of the Client Parties

(whether individuals or other entities) to authorize the use and sharing of data described above. Processor's privacy notice is available at www.fiserv.com/privacy. 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.**

MERCHANT: _____ DATE: _____

SIGNATURE OF PRINCIPAL / OWNER #1: _____ TITLE: _____

SIGNATURE OF PRINCIPAL / OWNER #2: _____ TITLE: _____

PATHWARD, NA:

SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

PERSONAL GUARANTEE

Personal Guarantee: In exchange for Defyne Holdings LLC, Pathward, (a member of Visa USA, Inc. and Mastercard International, Inc.), and TeleCheck Services, LLC, (the Guaranteed Parties) acceptance of the MPA, the Agreement, and/or the Equipment Agreement and/or the TeleCheck/TRS Solutions Agreement, the undersigned (Guarantor): (A) Unconditionally and irrevocably guarantees the full payment and performance of Client's obligations (i) as they now exist or as modified under the foregoing agreements, (ii) with or without actual notice of changes, and (iii) during and after the term of the agreements; (B) Waives notice of Merchant's default; (C) Shall indemnify the Guaranteed Parties for any and all amounts due to Client; (D) Warrants, with knowledge that Guaranteed Parties are acting in full reliance on the same, this Personal Guarantee of payment, and not collection; (E) Acknowledges that (i) the Guaranteed Parties may proceed in law directly against Guarantor and not Client, (ii) this is a continuing personal guarantee and shall not be discharged or affected for any reason, and (iii) information about the Guarantor and one of the Client Parties may be used and shared as set forth in Section 9 above.

GUARANTOR #1: _____ DATE: _____

GUARANTOR #2: _____ DATE: _____

Part 1: Confirmation Page

Processor Information:	Name:	Defyne Payments		
	Address:	6535 Shiloh Rd C100, Alpharetta, GA. 30005		
	URL:	https://www.defynepayments.com/	Customer Service #:	1-800-711-5769

Please read the program guide in its entirety. It describes the terms under which we will provide merchant processing Services to you. From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

- Your Discount Rates and other fees** and charges are calculated based on transactions qualifying for certain program pricing and interchange rates levied by the applicable Payment Network. Transactions that fail to qualify for these rates will be charged an additional fee. We will provide you with a schedule of fees and charges in connection with the Services. Interchange and program pricing levied by the Payment Network is subject to change, (see Section 25 of the General Terms & Conditions).
- We may debit your bank account** (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.
- 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 regarding Chargebacks see *Section 14* of the Your Payments Acceptance Guide or see the applicable provisions of the TeleCheck Solutions Agreement.
- In consideration of the Services provided by us**, you shall be charged, and hereby agree to pay us any and all fees set forth in this Agreement (for the purpose of clarity, this includes the Application and any additional pricing supplements or subsequent communications), all of which shall be calculated and payable pursuant to the terms of this Agreement and any additional pricing supplements or subsequent communications. 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 or within 30 days of the date of a TeleCheck transaction.
- The Agreement limits our liability to you.** For a detailed description of the limitation of liability see *Section 27, 38.3, and 39.9* of the Card General Terms; or *Section 17* of the TeleCheck Solutions Agreement.
- 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 (see Card Processing General Terms in *Section 31*, Term; Events of Default and *Section 32*, Reserve Account; Security Interest), (see TeleCheck Solutions Agreement in *Section 7*), under certain circumstances.
- 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.
- The Agreement contains a provision** that in the event you terminate the Agreement prior to the expiration of your initial 3 year term, you will be responsible for the payment of an early termination fee as set forth in Part 4, A.3 under "Additional Fee Information" and *Section 6.2* of the TeleCheck Solutions Agreement.
- For questions or concerns** regarding your merchant account, contact customer service at the number located on your Merchant Services Statement.

10. Payments Network Disclosure

Visa and Mastercard Member Bank Information: Pathward, N.A.

The Bank's mailing address is 5501 S. Broadband Lane, Sioux Falls, SD 57108, and its phone number is 1-866-550-6382.

Important Member Bank Responsibilities:

- The Bank is the only entity approved to extend acceptance of Visa and Mastercard products directly to a merchant.
- The Bank must be a principal (signer) to the Agreement.
- The Bank is responsible for educating merchants on pertinent Visa and Mastercard rules with which merchants must comply; but this information may be provided to you by Processor.
- The Bank is responsible for and must provide settlement funds to the merchant.
- The Bank is responsible for all funds held in reserve that are derived from settlement.
- The Bank is the ultimate authority should a merchant have any problems with Visa or Mastercard products (however, Processor also will assist you with any such problems).

Important Merchant Responsibilities:

- Ensure compliance with Cardholder data security and storage requirements.
- Maintain fraud and Chargebacks below Payments Network thresholds.
- Review and understand the terms of the Merchant Agreement.
- Comply with Payments Network Rules and applicable law and regulations.
- Retain a signed copy of this Disclosure Page.
- You may download **Visa Regulations** from Visa's website at: <https://usa.visa.com/content/dam/VCOM/download/about-visa/visa-rules-public.pdf>.
- You may download **Mastercard Regulations** from Mastercard's website at: <https://www.mastercard.us/content/dam/public/mastercardcom/na/global-site/documents/mastercard-rules.pdf>.
- You may download **American Express Merchant Operating Guide** from American Express' website at: www.americanexpress.com/us/merchant.

Print Client's Business Legal Name: _____

By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions consisting of 51 pages including this Confirmation Page and the applicable Third Party Agreement(s).

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

No alterations or strikeouts to the program terms and conditions will be accepted.

Client's Principal Signature:
(Please sign below)

X _____

Title

Date

Please Print Name of Signer