

**MERCHANT PROCESSING APPLICATION AND AGREEMENT**

**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 IRS income tax filing)		
Location Address			Corporate Address (If Different Than Location)		
City	State	Zip	City	State	Zip
Location Phone		Location Fax	Contact Name		Contact Phone
Customer Service Phone		Prior Security Breach? Yes _____ No _____	Business Email		D&B#
Business Website Address			Fed Tax ID # (Must match IRS income tax filing)		Tax Type
Multiple locations? _____ Yes _____ No _____ if Yes, enter # of locations _____			Tax Filing Name		
Additional location to existing MID _____			Date Business Started		
Send retrieval/chargeback requests to Corporate Address _____ Location Address _____			Length Current Ownership		
Send monthly merchant statements to _____ Corporate Address _____ Location Address _____ Do Not Mail _____					
Sole Prop _____ Partnership _____ LLC/LLP _____ C Corp _____ S Corp _____ Govt. (Local/State/Federal) _____ 501c/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 IV, Section A.3 of your Program Guide for further information.)		

**4. OWNERS/PARTNERS/OFFICERS 5. TRADE REFERENCE**

OWNER/PARTNER/OFFICER 1	OWNER/PARTNER/OFFICER 2	TRADE REFERENCE
Name	Name	Business Name
Title % Ownership %	Title % Ownership %	Business Address
Home Address	Home Address	City State Zip
City State Zip	City State Zip	Contact
Telephone	Telephone	Telephone
Social Security # Date of Birth	Social Security # Date of Birth	Account #
Email Address	Email Address	
Prior Bankruptcies? _____ Yes _____ No _____ Business and/or _____ Personal _____ Date Discharged: _____		

**6. NATURE OF BUSINESS 7. TRANSACTION INFORMATION (see Section 9 American Express)**

Business Type: _____ Retail _____ Restaurant _____ Mail/Telephone Order _____ Internet _____ Lodging _____ Supermarket _____ Government _____ _____ Petroleum _____ Utilities _____ Healthcare _____ Education _____ QSR _____ Charity/Non Profit _____ B2B _____ Other _____					
Requested Monthly Payment Card Volume _____		Card Present Swiped _____ %		Sales to Consumers _____ %	
Requested Average Payment Card Ticket _____		Card Present Not Swiped _____ %		Sales to Business _____ %	
Requested Highest Payment Card Ticket _____		MOTO _____ %		Sales to Govt. _____ %	
Seasonal Merchant? _____ Yes _____ No _____ (circle open months if yes) J F M A M J J A S O N D		Internet (Ecommerce) _____ %		Days to Delivery _____	
		Previous Processor _____			
		Reason For Leaving _____			
Description of products or services sold _____					
Describe your return policy _____					

**8. BANKING ACCOUNT INFORMATION**

Deposit Bank Name		Routing#	Account#	ACH Method:	
Bank Address Location		Bank Phone	_____ Checking _____ Savings	_____ Combined _____ Individual	

9. SERVICE ACCEPTANCE AND FEE SCHEDULE

Select all card types you wish to accept (See Section 1.9 of the Program Guide for details regarding limited acceptance)

Visa Credit     Visa Non-PIN Debit     MasterCard Credit     MasterCard Non-PIN Debit     Discover Network     American Express Credit     PIN Debit

<p><b>Select VI/MC/Discover Network Discount Plan:</b> (Based on Gross Sales Volume)</p> <p><input type="checkbox"/> Tiered Basic                      <input type="checkbox"/> Flat Rate</p> <p><input checked="" type="checkbox"/> Pass Through I/C                      <input type="checkbox"/> Enhanced Recover Reduction (ERR)</p> <p><b>Select PinDebit Discount Plan:</b></p> <p><input type="checkbox"/> Pin Debit Network Fee Pass-through + <input type="text"/> % Markup</p>	<p><b>Discount Payment Method:</b> <input type="checkbox"/> Daily                      <input checked="" type="checkbox"/> Monthly</p> <p><b>Assessments:</b> <input type="checkbox"/> Included                      <input checked="" type="checkbox"/> Bill Separately (If Pass Through I/C - Assessments <b>MUST</b> Bill Separately)</p> <p><b>Brand Fees:</b> <input type="checkbox"/> Included                      <input checked="" type="checkbox"/> Bill Separately (If Pass Through I/C - Brand Fees <b>MUST</b> Bill Separately)</p>
--	--

**Discount Fees**

QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)	QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)	QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)
<b>MasterCard</b>			<b>Visa</b>			<b>Discover Network</b>		
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-Qual		
CheckCard Non-Qual			CheckCard Non-Qual			CheckCard Non-Qual		
Credit Pass Through IC			Credit Pass Through IC			Credit Pass Through IC		
CheckCard Pass Through IC			CheckCard Pass Through IC			CheckCard Pass Through IC		
ERR			ERR			ERR		

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.

**American Express**

<b>OptBlue<sup>SM</sup></b>			<b>Amex Direct</b>		
QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)			
Credit Qual			<b>OptBlue<sup>SM</sup> Monthly Card Volume</b> <input type="text"/>	<input type="checkbox"/> Order New <input type="checkbox"/> Use Existing  <b>CAP #</b> <input type="text"/>  <b>Existing SE #</b> <input type="text"/>  Monthly flat fee of \$7.95 or Discount Rate may apply	
Credit Mid-Qual			<b>OptBlue<sup>SM</sup> Average Card Ticket</b> <input type="text"/>		
Credit Non-Qual			<b>OptBlue<sup>SM</sup> Highest Card Ticket</b> <input type="text"/>		
Credit Pass Through IC	1.00%	\$0.10	<b>SE #</b> <input type="text"/>		
ERR			<b>Select OptBlue<sup>SM</sup> Discount Plan:</b> <input type="checkbox"/> Tiered Basic <input type="checkbox"/> Flat Rate <input checked="" type="checkbox"/> Pass Through I/C <input type="checkbox"/> Enhanced Recover Reduction (ERR)		

Fee applies to all American Express Programs.  
 \*\*0.30% downgrade will be charged by American Express for transactions whenever a CNP or Card Not Present Charge occurs. CNP means a Charge for 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 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, including Prepaid Cards, that was issued outside the United States (as used herein, the United States does not include Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions). This fee is applicable to all industries listed in Appendix B, except Education in the following categories: Sporting & Recreation Camps (MCC 7032), Elementary & Secondary Schools (MCC 8211), Colleges, Universities, Professional Schools (MCC 8220), and Child Care Services (MCC 8351).

**Authorization Fees**

**Monthly Fees**

Visa/MC/Discover Network	\$0.15	Electronic AVS	\$0.05	Monthly Minimum	\$25.00	Industry Compliance	\$5.95
Amex/Fleet/Other	\$0.15	Voice Authorization	\$1.00	Wireless Fee per month (per terminal)	\$20.00	Monthly Service Fee	\$9.99
Pin Debit Authorization	\$0.10	Voice AVS	\$3.00	PIN Debit Fee	\$0.00	Misc Monthly Fee	(if applicable per Section 4.8 of the Merchant Program Guide)
EBT Authorization	\$0.15			Industry Non-Compliance	up to \$19.95		

**Miscellaneous Fees**

**MX Merchant Fees**

Sales Transaction Fee (All card types)	\$0.05 (per item)	Chargeback Fee	\$30.00 (per occurrence)	MX Merchant Monthly Fee			
Return Transaction Fee (All card types)	\$0.20 (per item)	Retrieval Fee	\$12.00 (per occurrence)	MX Merchant Plan	\$2.99 Reporting	\$5 Basic	\$10 Plus
Batch Fee	\$0.30 (per item)	Annual Fee	\$199.00		\$15 Premium	\$40 Enterprise	
ACH Reject Fee	\$25.00 (per occurrence)	Wireless Setup	\$39.99 (if applicable)	MX Gateway Transaction Fee	\$0.05		
				Bill to	<input checked="" type="checkbox"/> Statement	<input type="checkbox"/> Separate	

In the event that this Agreement is terminated early, Merchant will be responsible for the payment of a \$495.00 early termination fee in accordance with Part IV, Section A.3 of the Merchant Program Guide.

10. OTHER CARD TYPES

Accept EBT  Yes  No  
 Accept EBT Cash Benefit  Yes  No  
 EBT # \_\_\_\_\_

Order Voyager  Yes  No  
 Order Wright Express  Yes  No  
 (Must attach Wright Express application and Debranding letter with app copy)

Order ACH/Check Services  Yes  No  
 (Must attach addendum with app copy)  
 Order Gift Card  Yes  No  
 (Must attach addendum with app copy)

11a. EQUIPMENT / PROCESSING METHOD

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 Y <input type="checkbox"/> N <input type="checkbox"/>	If yes, time? _____	

IP Connection? Yes  No  If yes, Terminal Serial \_\_\_\_\_ Special Requests (Multi-Mid, Dial 9, etc): \_\_\_\_\_  
 Wireless? Yes  No  Wireless Info: MAN/Serial \_\_\_\_\_ SIM Card Number \_\_\_\_\_

TYPE OF EQUIPMENT	PRODUCT NAME	QUANTITY	DEPLOYMENT
Terminal <input type="checkbox"/> Pinpad <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"/> Pinpad <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"/> Pinpad <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"/> Pinpad <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"/>

**\*Manufacturer/product/version of PC/Internet Software** \_\_\_\_\_  
 Do you use any third party to store, process, or transmit cardholder data?  Yes  No  
 If yes, give name/address: \_\_\_\_\_

**ORDER LEASE** Yes  No  Lease Company \_\_\_\_\_ Lease Term \_\_\_\_\_ Mos. Annual Tax Handling Fee **\$10.20**  
 Total Monthly Lease Charge \_\_\_\_\_ w/o taxes, lates fees, or other charges that may apply - See Lease Agreement for details.  
 This is a NON-CANCELLABLE lease for the full term indicated Client's initials: \_\_\_\_\_

11b. CARD NOT PRESENT INFORMATION

**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.**

1. 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.

2. 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  
 \_\_\_\_\_

3. How will the product be advertised or promoted? \_\_\_\_\_

4. Billing Methods: (Check all that apply)  
 Monthly - %  Yearly - %  Quarterly - %  One Time - %  Hourly - %

5. List the name(s) and address(es) of the vendor(s) from which supplies are purchased.  
 \_\_\_\_\_

6. Who performs product/service fulfillment? If direct from vendor, please provide Vendor Name, address and phone number in full:  
 \_\_\_\_\_

7. Please describe how a sale takes place from beginning of order until completion of fulfillment:  
 \_\_\_\_\_

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 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 (Version PPS1709) 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 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 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. This signature page also serves as a signature page to the Equipment Lease Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement. 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 from 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 Application and Agreement and any information received from all references, including banks and consumer reporting agencies. It is our policy to obtain certain information in order to verify your identity while processing your account application. If the Application is approved, each of the undersigned also authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement.

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 X \_\_\_\_\_ Title \_\_\_\_\_

Print Name of Signer \_\_\_\_\_ 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, the Agreement, and/or the Equipment Lease 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 X \_\_\_\_\_ 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,  
1200 Montego Way, Walnut Creek, CA 94598

Signature X \_\_\_\_\_

Signature X \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**PROCESSOR INFORMATION:** Name: Priority Payment Systems  
 Address: P.O. Box 246, Alpharetta, GA 30009-0246  
 URL: www.prioritypaymentsystems.com/manuals/PPS1709programguide.pdf Customer Service #: 1-800-935-5961

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. 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 MasterCard, Visa and Discover. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 19 of the Program Guide).
2. **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.
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 regarding Chargebacks see Section 10 of Card Processing Operating 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 of the limitation of liability see Section 21, 28.7, 31.3, and 33.10 of the Card General Terms.
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 (see Card Processing General Terms in Section 24, Term; Events of Default and Section 25, Reserve Account; Security Interest), under certain circumstances.
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 initial three (3) year term, you will be responsible for the payment of an early termination fee as set forth in Part IV, A.3 under "Additional Fee Information".
9. **If you lease equipment from Processor,** it is important that you review Section 1 in Third Party Agreements. Bank is not a party to this Agreement. **THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED.**
10. **For questions regarding your Merchant Processing Application and Agreement, please contact Customer Service at 1-800-935-5961, and / or refer to Important Phone Numbers on the Additional Important Information Page, Part IV, Section A.5.**

#### 11. Card Organization Disclosure

##### Visa and MasterCard Member Bank Information: Wells Fargo Bank N.A.

The Bank's mailing address is 1200 Montego, Walnut Creek, CA 94598, and its phone number is (925) 746-4143.

##### 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 (signer) to the 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 reserve that are derived from settlement.
- f) 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:

- 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 a signed 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](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 Legal Name: \_\_\_\_\_

By its signature below, Client acknowledges that it has received (either in person, by facsimile, or by electronic transmission) the Merchant Processing Application, Program Terms and Conditions [version PPS1709(ia)] consisting of 42 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.

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

[www.prioritypaymentsystems.com/manuals/PPS1709programguide.pdf](http://www.prioritypaymentsystems.com/manuals/PPS1709programguide.pdf)

**NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM TERMS AND CONDITIONS WILL BE ACCEPTED.**

#### Client's Business Principal:

Signature (Please sign below):

X

Title

Date

Please Print Name of Signer



# Cost Plus Processing, LLC.

"The Future of Merchant Processing!"


6535 Shiloh Rd C200 Alpharetta GA 30005

## MERCHANT PROCESSING AGREEMENT ADDENDUM

Legal Name: \_\_\_\_\_ DBA: \_\_\_\_\_

Sales Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Receipt of Funds: *if applicable*

QTY	EQUIPMENT DESCRIPTION OR REPROGRAM INSTRUCTIONS	Each	Total
1	Manual Imprinter (Merchant must initial waiver if not purchasing)	\$ 45.00	\$ 45.00
<b>Check One:</b> <b>Analog</b> <input type="checkbox"/> <b>IP</b> <input type="checkbox"/>			
<b>Contact Info:</b>			
Hours of Operation for Install:			
Contact Ph No:			
 <b>Cost Plus Match Guarantee:</b> Cost Plus Processing Guarantees to match any competitor's pricing when confirmed by an executive member or we will pay your ETF for you to switch processors.			

This addendum (the "Addendum") to the Merchant Processing Agreement ("Agreement") is entered into between Cost plus Processing ("CPP") and the undersigned merchant ("Merchant") as of the recorded date below. In consideration of the mutual promises contained herein and the consideration contained in the Agreement, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Merchant hereby authorizes CPP or any other authorized partner such as, EPN, Authorize.Net, Etc... to initiate and/or transmit automatic credit and/or debit entries, via the Automated Clearing House network ("ACH"), to the Account and Depository identified in the attached voided check (hereafter, "Merchant's Account"), and listed below. Said authorization includes, but is not limited to, the initiation and transmission of such entries, requests, or orders as may be necessary to charge Merchant's Account for any fees or other amounts payable by Merchant to CPP or any other partners in pursuant to the terms of the Agreement. Merchant also agrees to a one time application fee of ninety-nine dollars (\$99) to be billed through said Account listed below and understands by initialing the bottom portion of said agreement.

Merchant will also be charged a fee of nine dollars and ninety-nine cents (\$9.99) per month for warranty of all equipment and supplies, which shall be collected electronically on the 1st or 15th day of each month (commencing on the third month for merchants leasing equipment). All loaner equipment requires warranty program. Additional shipping or handling charges may apply on warranty items. CPP shall not be responsible for supply of paper to any point of sale machines ("POS") that are re-programmed by CPP, its agents, employees, representatives, or independent contractors and will have no warranty obligation for any machines not supplied by CPP for lease or sale. Merchant understands that CPP shall have no liability for any negligent design or manufacture of any non-leased POS terminal, printer or other equipment used by Merchant for the acceptance of credit card transactions. CPP shall not be liable for any incidental or consequential or any economic loss by the Merchant whatsoever. Merchant acknowledges additional software, equipment charges, and/or any on-site technical support that may be necessary based on the equipment leased and/or program needs shall be the responsibility of the Merchant and authorizes CPP to debit Merchant's account, via ACH, for any such charges. In addition, Merchant acknowledges a minimum trip charge of Seventy-five (\$75) dollars will be charged for post setup onsite technical assistance. If Merchant requires re-programming of existing equipment, Merchant will be entitled to a "loaner terminal" for seven business days from ship date of terminal to merchant. If Merchant received Loaner Equipment for any reason, Merchant must return Loaner Equipment within 7 days of cancelation of agreement, or will be charged not less than \$795 based on equipment model and type.

Merchant acknowledges that it may incur additional cancellation fees from ancillary service providers under contract that Merchant has with such service providers. Merchant acknowledges it is their full responsibility and leaves (CPP) free of any of these responsibilities. Merchant also acknowledges that any fees paid to CPP at the time of sale are non-refundable in the event Merchant discontinues Agreement for any reason. This Agreement shall automatically renew for a one year period unless terminated thirty (30) days prior to the expiration of any one year period.

Merchant acknowledges that it has fully read and understands each of the terms and conditions in the Agreement, this Addendum, and any other ancillary service provider's agreements and understands that it has received a copy of such agreements, The Agreement and this Addendum contain the entire agreement of the parties and there are no representations, warranties, covenants, or undertakings of, by or between the parties other than those expressly set forth in the Agreement and/or Addendum. Merchant acknowledges that any oral representations made by the sales agent or representative not contained within the Agreement or Addendum are not binding. Any changes to the Agreement and/or Addendum are invalid unless in writing and signed by CPP and the Merchant. In no event will CPP or its agents, officers, directors or employees be liable for incidental, special or consequential damages. Merchant hereby acknowledges that it has had sufficient and adequate time to review the terms herein, and is voluntarily entering into the Agreement and Addendum. Merchant hereby acknowledges that the person signing this Addendum has the full authority by the Merchant and that such person has had sufficient and adequate time to review the terms herein. Merchant shall indemnify and hold CPP, its agents, employees, representatives, officers, directors, or independent contractors, harmless from any and all liability, loss and damage, including reasonable attorney's fees and costs which may arise as a result, whether direct or indirect, of any act or failure to act or the breach of any warranty by Merchant pursuant to the terms of the Agreement and/or Addendum. I understand that this payment plan may be cancelled by the Service Provider or Merchant due to NSF (Non-sufficient Funds). I will be liable to pay an NSF fee of \$25.00 (or the amount allowable by law), which may be automatically debited for each NSF. Wireless terminals are subject to a one time Wireless Activation Fee of \$39.99 which shall be collected electronically (ACH).

In the event that this Agreement is terminated early, Merchant will be responsible for the payment of a \$495.00 Early Termination Fee in accordance with Part III, Section A.3 of the Merchant Program Guide. Additionally, the Merchant will be responsible for the Monthly Minimums for the remaining terms of the Agreement along with any other monthly charges agreed upon said contract Agreement. If Merchant receives monies, from Cost Plus Processing, for reimbursement to close prior processing accounts and said merchant terminates this Agreement early; the Merchant will be obligated to reimburse Cost Plus Processing in full at time of termination. Cost Plus Processing reserves the right to collect the reimbursement electronically (ACH).

Bank Name: \_\_\_\_\_ Bank Ph No.: \_\_\_\_\_  
 Routing #: \_\_\_\_\_ Account #: \_\_\_\_\_

Merchant's Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

I understand that there is a one time \$99 application fee from Cost Plus Processing LLC.; please initial here: \_\_\_\_\_

## TIN Validation Form

**DBA/CORPORATE NAME:** \_\_\_\_\_

**Merchant ID Number:** \_\_\_\_\_

Purpose of Form:

The Housing Assistance Tax Act of 2008 included the enactment of new Section 6050W of the Internal Revenue Code that requires payment processors to report payment card and third-party network transactions to the Internal Revenue Service (IRS) for each calendar year beginning January 1, 2011.

If we do not have a valid TIN that matches your IRS filing name, your payment processor will be required to begin backup withholding in 2012. This withholding will be based on the current IRS withholding regulations (currently 28%) and will be subtracted from your daily deposits.

### Please Fill in the blanks below:

**Business Tax Filing Name:** \_\_\_\_\_  
(same business name as used on IRS tax forms)

Check appropriate box for federal tax classification \*:

- Individual/Sole Proprietor  
 C Corporation  
 S Corporation

- Partnership  
 Limited Liability  
 Other \_\_\_\_\_

**Taxpayer Identification Number (TIN) :\***

Note: A TIN is not interchangeable with different names. A business EIN must be used for a partnership, corporation, or nondisregarded Limited Liability Company (LLC). An SSN must be used with an individual name (In first name line).

Social Security Number (9 Digits):  \_\_\_\_\_  
 Employer Identification Number (9 Digits):  \_\_\_\_\_  
 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ **OR** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Authorized Merchant Signature:** \_\_\_\_\_

**Required Documentation:**  
(A copy of W-9 Form or SS4 or Federal Income Tax Form (First page that contains TIN info))

**Please fax your signed request and required documentation to: 1-770-391-9192**

\*\* Completion of all fields is required.

Denote N/A if necessary

### Exhibit D Delivery and Acknowledgement Form

Relationship code 9603 Quote or App number \_\_\_\_\_

Merchant Number \_\_\_\_\_ Sales Rep Cost Plus Processing

Principal/Principal Guarantor Name: \_\_\_\_\_

Merchant Business phone \_\_\_\_\_

Term 48 Payment \_\_\_\_\_ Total #of Assets \_\_\_\_\_ Equipment Description \_\_\_\_\_

Merchant Name \_\_\_\_\_

Location of Equipment:

Street address \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Equipment information:

Make/Model \_\_\_\_\_ Serial Number \_\_\_\_\_ Delivery Date \_\_\_\_\_

Make/Model \_\_\_\_\_ Serial Number \_\_\_\_\_ Delivery Date \_\_\_\_\_

Make/Model \_\_\_\_\_ Serial Number \_\_\_\_\_ Delivery Date \_\_\_\_\_

- You will receive a welcome letter by mail detailing your first payment due date
- Payments are collected via ACH debit each month. You will not receive a monthly bill
- A one-time interim rent charge will be assessed for each day from the day you received the equipment to the first payment date
- By your signature on this document, it confirms that you have received the equipment and that you are accepting the terms - We will activate your lease

#### I HEREBY CERTIFY THAT:

**Merchant initials required and clear legible driver license, state ID or passport required**

\_\_\_\_\_ The equipment I have requested to lease has been delivered to my business location

\_\_\_\_\_ I have received a copy of my Equipment Lease Agreement

\_\_\_\_\_ I have read and understand the terms and conditions of the Equipment Lease Agreement

\_\_\_\_\_ I understand that this lease is NON-CANCELABLE for the full term

\_\_\_\_\_ My business lease payments will be automatically deducted from my designated business checking account on the same day each month during the term of the equipment lease

\_\_\_\_\_ I agree to the total number of pieces of equipment contained within the Equipment Lease Agreement

\_\_\_\_\_  
Lessee Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Acknowledgement Date

\*\* Please note that FDGL reserves the right to perform verbal verification calls at our discretion for quality assurance purposes.