

MERCHANT PROCESSING APPLICATION AND AGREEMENT

Relationship _____ Association _____
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 (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? <input type="checkbox"/> Yes <input type="checkbox"/> No		Business Email		D&B#
Business Website Address		Fed Tax ID # (Must match IRS income tax filing)		Tax Type		
Multiple locations? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, enter # of locations _____		Tax Filing Name				
Additional location to existing MID _____		Date Business Started		Length Current Ownership		
Send retrieval/chargeback requests to <input type="checkbox"/> Corporate Address <input type="checkbox"/> Location Address		Send monthly merchant statements to <input type="checkbox"/> Corporate Address <input type="checkbox"/> Location Address <input type="checkbox"/> Do Not Mail				
<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"/> 501c/Tax Ex. State Filing: <input type="checkbox"/>						
<input type="checkbox"/> I certify that I am a foreign entity / nonresident alien. <input type="checkbox"/> (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 DL/ID# Issued State Exp Date		Telephone DL/ID# Issued State Exp Date		Telephone		
Social Security # Date of Birth		Social Security # Date of Birth		Prior Bankruptcies? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Business and/or <input type="checkbox"/> Personal Date Discharged _____		
Email Address		Email Address				
<p>Patriot Act Notice: To fight the funding of terrorism and money laundering, we are required to obtain, verify and record information that identifies each person (including business entities) who opens an account. To allow us to identify you, we will ask for your name, physical address, date of birth and tax payer ID and may ask for other information, such as your driver's license or other documents.</p>						
6. NATURE OF BUSINESS			7. TRANSACTION INFORMATION (see Section 9 American Express)			
Business Type: <input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Internet <input type="checkbox"/> Government <input type="checkbox"/> Lodging <input type="checkbox"/> Supermarket <input type="checkbox"/> Mail/Telephone Order <input type="checkbox"/> Petroleum <input type="checkbox"/> Utilities <input type="checkbox"/> Healthcare <input type="checkbox"/> Education <input type="checkbox"/> QSR <input type="checkbox"/> Charity/Non Profit <input type="checkbox"/> B2B <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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:		
Fees Bank Name		Routing#	Account#	<input type="checkbox"/> Combined <input type="checkbox"/> Individual		

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 _____

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 PPS0714) 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 SYNOVUS Bank ("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.

Social Security numbers are classified as "Confidential" information under the PRIORITY Data Classification Retention and Disposal Policy. As such, Social Security numbers may only be accessed by and disclosed to PRIORITY team members and others with a legitimate business "need to know" in accordance with applicable laws and regulations. Social Security numbers, whether in paper or electronic form, are subject to physical, electronic and procedural safeguards, and must be stored, transmitted and disposed of in accordance with the provision of the information applicable to Confidential information. These restrictions apply to all Social Security numbers collected or retained by PRIORITY.

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 Synovus Bank (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

Synovus Bank
1111 Bay Ave, Columbus, GA 31901

Signature X _____ Signature X _____

PROCESSOR Name: Priority Payment Systems
 INFORMATION: Address: P.O. Box 246, Alpharetta, GA 30009-0246
 URL: www.prioritypaymentsystems.com/manuals/programguide.2.6.1.pdf Customer Service#: 1-855-813-5293

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 and Visa. 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** 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 of the Card Processing 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, Events of Default Section 24 and, Reserve Account; Security Interest 25), 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 early, you will be responsible for the payment of an early termination fee as set forth in Part III, Section A.3 of the Merchant Program Guide.
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 1-855-813-5293, and / or refer to Important Phone Numbers on the Additional Important Information Page, Part III, Section A.4.**

11. Card Organization Disclosure

Visa and MasterCard Member Bank Information: Synovus Bank

The Bank's mailing address is 1111 Bay Avenue, Columbus, Georgia 31901, and its phone number is (706) 649-4900.

Important Member Bank Responsibilities:

- a) The Bank is the only entity approved to extend acceptance of Card Organization products directly to a Merchant.
- b) The Bank must be a principal (signer) 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.
- e) Retain assigned copy of this Disclosure Page.
- f) You may download "Visa Regulations" from Visa's website at: <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
- g) You may download "MasterCard Regulations" from MasterCard's website at: <https://www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf>

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 complete Program Guide [version PPS0714(ia)] consisting of 34 pages (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:

<https://prioritypaymentsystems.com/manuals/programguide.2.6.1.pdf>

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

Client's Business Principal:

Signature (Please sign below):

X _____

Please Print Name of Signer

Title

Date