

Merchant Bankcard Application and Agreement

Please print and fill out completely.

Registered ISO/MSP for Harris N.A.

| | | |
|------------------|-----------------------------|------------------------------|
| Sales ID # _____ | Representative's Name _____ | Representative's Phone _____ |
|------------------|-----------------------------|------------------------------|

| | | | |
|---|-------------------------------------|--|--|
| Maximum Monthly Bankcard Volume \$ _____ | Average Bankcard Ticket \$ _____ | Do you process recurring transactions? <input type="checkbox"/> Yes <input type="checkbox"/> No | Do you accept card numbers over the internet? <input type="checkbox"/> Yes _____% <input type="checkbox"/> No |
|---|-------------------------------------|--|--|

PROCESSING INFORMATION

Visa/MasterCard/Discover Sales

Select One:

- Retail/Storefront Restaurant
 Service Lodging
 Trade Show
 Mail Order/Telephone Order
 Internet (shopping cart required)
 Virtual Terminal (no shopping cart)

| | |
|----------------|--------------------|
| Swiped _____ % | Non-Swiped _____ % |
|----------------|--------------------|

Total Must Equal 100%

Fee Summary (Refer to Section 25 of Merchant Agreement for additional fees)

| | Credit Card | Signature Debit * |
|--|------------------|---|
| Qualified Discount Rate | _____ % | _____ % |
| Auth/Batch Fee | \$ _____ each | <input type="checkbox"/> eMerchant View |
| Device Monthly Fee (Internet/Wireless) | \$ _____ /device | <input type="checkbox"/> Warranty Program |
| Annual Fee | \$ _____ | |

* If left blank, signature debit rate and credit rate will be the same

| Adjustments | | | |
|-----------------|-----|-----|------------|
| Monthly Minimum | MQR | NQR | SD MQR/NQR |

Special Program/Event _____

| | | |
|---|--------------------|---|
| Terminal Type <input type="checkbox"/> DSL/IP <input type="checkbox"/> Contactless | Printer Type _____ | Pin Pad Type _____ |
| Software Type/Version <input type="checkbox"/> DSL/IP | Gateway _____ | Moneris to set up: <input type="checkbox"/> Authorize.Net <input type="checkbox"/> USA ePay |

Online PIN Debit (NYCE, Interlink, PULSE, STAR, Maestro)

PIN Debit Monthly Access Fee: \$ _____

PIN Debit Sale Transaction Fee: \$ _____

PIN Debit Sale Percentage Fee: _____ %

Electronic Benefits Transfer (EBT)

EBT Authorization Fee: \$ _____

FNS Number

| | | | | | | | |
|--|--|--|--|--|--|--|--|
| | | | | | | | |
|--|--|--|--|--|--|--|--|

ADDITIONAL CARD TYPES

JCB

| | | | | | | | |
|--|--|--|--|--|--|--|--|
| | | | | | | | |
|--|--|--|--|--|--|--|--|

American Express

| | | | | | | | |
|--|--|--|--|--|--|--|--|
| | | | | | | | |
|--|--|--|--|--|--|--|--|

Apply (Must Sign Below)

Apply for American Express _____

Est. Annual Volume: \$ _____ Est. Average Ticket: \$ _____ Monthly Flat Fee: \$5.95 **OR**

Pay Frequency: 3 Day 15 Day 30 Day Gross Pay: Daily Gross Pay **OR** Monthly Gross Pay (+.03% if \$100k+)

Discount Rate _____ % and
 Retail \$0.10 Trans Fee + 0.30% CNP Downgrade
 Service/Wholesale/Other: \$0.15 Trans Fee

By signing below, I represent that I have read and am authorized to sign and submit this application on behalf of the entity below and all information I have provided herein is true, complete, and accurate. I authorize American Express Travel Related Services Company, Inc. ("American Express") to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies. I authorize and direct American Express to inform me directly, or through the entity above, of reports about me that American Express has requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I understand that upon American Express' approval of the entity indicated below to accept the American Express Card, the terms and conditions for American Express® Card Acceptance ("Terms and Conditions") will be sent to such entity along with a Welcome Letter. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Terms and Conditions.

Merchant's Signature

Date

Sign Here

DISCLOSURE

MEMBER BANK (ACQUIRER) INFORMATION

Acquirer Name: Harris N.A.
 Acquirer Address: 150 N. Martingale Rd., Ste. 900, Schaumburg, IL 60173
 Acquirer Phone: (847) 240-6600

IMPORTANT MEMBER BANK (ACQUIRER) RESPONSIBILITIES

1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant.
2. A Visa Member must be a principal (signer) to the Merchant Agreement.
3. The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply.
4. The Visa Member is responsible for and must provide settlement funds to the Merchant.
5. The Visa Member is responsible for all funds held in reserve that are derived from settlement.

MERCHANT INFORMATION

Merchant DBA: _____

IMPORTANT MERCHANT RESPONSIBILITIES

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with Visa Operating Regulations.

The responsibilities listed for Member Bank and Merchant do not supersede terms of the Merchant Bankcard Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.

Merchant's Signature

Date

Merchant's Name and Title

Sign Here

BUSINESS INFORMATION

| | | | | | | | | | | | | | | | |
|---|--|---|--|---|-----|--|--|--|--|--|--|--|--|--|--|
| Legal Business Name (As registered with IRS) | | | Doing Business As (Appears on Cardholder statements) | | | | | | | | | | | | |
| Location Address | | | City | State | Zip | | | | | | | | | | |
| Billing Address | | | City | State | Zip | | | | | | | | | | |
| Contact Name(s) | | | Federal Tax ID# <table border="1" style="display: inline-table; width: 100px; height: 15px;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| Business Phone | | Customer Service Phone | | Fax | | | | | | | | | | | |
| E-mail | | | URL (Use additional sheets if needed to list all URLs) | | | | | | | | | | | | |
| Years in Business | Type of Ownership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Government | | | State of Incorporation | | | | | | | | | | | |
| Do you currently process Bankcards? <input type="checkbox"/> Yes (Provide 3 most recent statements) <input type="checkbox"/> No | | Has this merchant or any of the principals ever had a merchant relationship terminated? <input type="checkbox"/> Yes Explain <input type="checkbox"/> No | | | | | | | | | | | | | |
| Describe Products/Services Sold | | | Do you use a Fulfillment House? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, name of service: _____ Phone Number _____ | | | | | | | | | | | | |
| Product/Service is received <u>(select one)</u> after card is processed. <input type="checkbox"/> Immediately <input type="checkbox"/> 1-10 Days <input type="checkbox"/> 11-30 Days <input type="checkbox"/> 31-90 Days <input type="checkbox"/> 91-180 Days <input type="checkbox"/> >180 Days | | | | Publicly traded company? <input type="checkbox"/> Yes Provide Symbol (NASDAQ/NYSE/AMEX) <input type="checkbox"/> No | | | | | | | | | | | |
| Refund Policy (select one) <input type="checkbox"/> No Refunds <input type="checkbox"/> Refund Within 30 Days <input type="checkbox"/> Damaged/Defective Merchandise Only <input type="checkbox"/> Restocking Fee Charged <input type="checkbox"/> Store Credit Only <input type="checkbox"/> Return Authorization Required (RM/RMA) <input type="checkbox"/> Other _____ | | | | | | | | | | | | | | | |
| Marketing Methods <input type="checkbox"/> Newspaper/Magazine <input type="checkbox"/> Television/Radio <input type="checkbox"/> Yellow Pages <input type="checkbox"/> Direct Mail <input type="checkbox"/> Internet <input type="checkbox"/> Other _____ | | | | | | | | | | | | | | | |

SECURITY

| | | | |
|--|--|--|--|
| Do you store account data electronically? <input type="checkbox"/> Yes <input type="checkbox"/> No | | If yes, indicate what you store (select all that apply): <input type="checkbox"/> Card Numbers <input type="checkbox"/> Expiration Date <input type="checkbox"/> CVV2/CVC2/CID <input type="checkbox"/> Cardholder Name <input type="checkbox"/> Cardholder Zip Code <input type="checkbox"/> Cardholder Address <input type="checkbox"/> Mag Stripe Data | |
| Are you currently PCI DSS compliant? <input type="checkbox"/> Yes <input type="checkbox"/> No | | Have you been subject to any ongoing or previous compromise investigations? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Do you utilize a shopping cart service? <input type="checkbox"/> Yes <input type="checkbox"/> No | | Name of service: _____ Do you utilize a hosting provider? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| | | Name of provider(s): _____ | |

PRINCIPAL INFORMATION

| | | | | | |
|---|-------|---------------|---|-------|---------------|
| Principal 1 Name | | | Principal 2 Name | | |
| Position/Title | | % Ownership | Position/Title | | % Ownership |
| Social Security # | | Date of Birth | Social Security # | | Date of Birth |
| Driver's License # | | State | Driver's License # | | State |
| Home Address <input type="checkbox"/> Own <input type="checkbox"/> Rent | | | Home Address <input type="checkbox"/> Own <input type="checkbox"/> Rent | | |
| City | State | Zip | City | State | Zip |
| Home Phone | | | Home Phone | | |
| Relative Not Living With You | | Phone | Relative Not Living With You | | Phone |

ACH

| | | | | | | | | | | | | | | | |
|---|--|--|-------|--|--|--|--|--|--|--|--|--|---------------|--|--|
| Bank Name | | | Phone | | | | | | | | | | | | |
| Transit & Routing/ABA # (Include Voided Check) <table border="1" style="display: inline-table; width: 100px; height: 15px;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> | | | | | | | | | | | | | Account #/DDA | | |
| | | | | | | | | | | | | | | | |

SITE SURVEY

| | | | | | |
|--|--|--|---|--|------------|
| Zoning: <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Residential | | Type of Building: <input type="checkbox"/> Shopping Center <input type="checkbox"/> Office Building <input type="checkbox"/> Residence <input type="checkbox"/> Retail Storefront <input type="checkbox"/> Other | | | |
| Business Premises: <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Lease | | Permanent Signage: <input type="checkbox"/> Yes <input type="checkbox"/> No | | Is inventory consistent with business? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Business appears legitimate? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | | |
| By signing below, I certify that I have inspected the business premises of the merchant identified in this Application AND I have personally confirmed the identity of each person listed in the Business Information and Principal Sections of this Application AND I have conducted my review of this merchant to the best of my ability and that, to the best of my knowledge and belief, the information set forth in this Application is true and accurate. | | | | | |
| Signature _____ | | | To Be Completed by Sales Representative | | Date _____ |

SECTION 25 - FEES

Merchant agrees to pay Harris N.A. and Moneris Solutions, Inc. all fees, discount rates, and other charges set forth herein or in any other document issued contemporaneously herewith, and any other charges as may be shown on the monthly statement or that arise out of this Agreement, as amended from time to time. Merchant agrees that all charges are considered accurate and final unless Merchant disputes them within sixty (60) calendar days of receipt of documentation showing the charges. No charges will be prorated for partial months including the month in which the Merchant's account is closed, and all charges commence on the date that the Merchant Bankcard Application is approved by Harris N.A. and Moneris Solutions, Inc. The following charges are applicable to this Agreement as of the effective date hereof (Merchant acknowledges that such charges may be changed and that other fees and/or charges may be added by Harris N.A. and Moneris Solutions, Inc. pursuant to this Agreement):

See Processing Information on Application for Qualified Discount Rate for sales and credits, Online PIN Debit Fees, Electronic Benefits Transfer Fees, Auth/Batch Fee, and Device Monthly Fee.

Rewards Discount Rate for sales and credits: An additional 0.25% over the credit Qualified Discount Rate.

Mid-Qualified Discount Rate (MQR) for sales and credits: An additional 0.89% over the credit Qualified Discount Rate or as otherwise noted in the Adjustments section on Application.

Non-Qualified Discount Rate (NQR) for sales and credits: An additional 1.99% over the credit Qualified Discount Rate or as otherwise noted in the Adjustments section on Application.

Monthly Minimum: \$25.00/month or as otherwise noted in the Adjustments section on Application.

Annual Fee: See Processing Information on Application; to be charged annually on Anniversary Date.

Early Cancellation Fee: \$159.00 if Merchant cancels this Agreement prior to its one year term.

Voice Auth Fee: \$1.00 each.

Address Verification Service (AVS): \$0.10 each.

ISA Rate: 0.40% of Visa International Sales Volume.

Cross-Border: 0.75% of MasterCard International Sale Volume.

Visa Access Fee (at cost): \$0.0195 per transaction.

MasterCard Access Fee (at cost): \$0.0185 per transaction.

Zero Floor Limit: \$0.10 per Visa transaction without proper authorization.

Maintenance Fee: \$10.00/month per account.

eMerchant View: \$5.00/month per account.

Warranty Program: \$14.95/month per terminal.

Retrieval Fee: \$7.00 each.

Chargeback Fee: \$25.00 each.

Overlimit Fee: \$35.00 per occurrence.

ACH Reject Fee: \$25.00 per occurrence.

Settlement Account Change Fee: \$15.00 per occurrence.

Merchant DBA Name Change Fee: \$15.00 per occurrence.

Documentation Research Fee: \$20.00 per hour.

Requests for refunds of fees, statements, or questions relating to fees must be addressed in writing to Moneris Solutions, Inc. within sixty (60) days of receipt of statement, but in no event more than ninety (90) days following imposition of the fee in question. Harris N.A.'s and Moneris Solutions, Inc.'s liability with respect to any fee is limited to ninety (90) days from date statement issued.

LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws principles. Any action or dispute arising from, or related to, this Agreement shall not be deemed proper unless brought in a court of competent jurisdiction located in Humboldt County, California.

AGREEMENT

IN WITNESS WHEREOF, the Merchant, Moneris Solutions, Inc., and Harris N.A. have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the _____ day of _____, 20____, have read and hereby agree to all terms and conditions of the Merchant Bankcard Agreement (OA-009) available for viewing and/or downloading at: <https://www.merchantapply.com/agreement009>.

MERCHANT:

Principal or Corporate Officer Signature Date

Principal or Corporate Officer Signature Date

Print Name

Print Name

ACCEPTED BY:

Moneris Solutions, P.O. Box 1479, Eureka, CA Date

Harris N.A. Date

Sign Here

GUARANTEE

PERSONAL GUARANTEE: As a primary inducement to Harris N.A. and Moneris Solutions, Inc. to enter into this Merchant Bankcard Processing Agreement with Merchant, and in consideration of Harris N.A.'s and Moneris Solutions, Inc.'s acceptance of this Merchant Bankcard Application and Agreement, the undersigned Guarantor, jointly and severally if more than one, by signing this Agreement unconditionally and irrevocably guarantees the full and faithful performance by Merchant of each of its obligations to Harris N.A. and Moneris Solutions, Inc. pursuant to this Agreement, as it now exists or as it may be amended from time to time, whether before or after termination or expiration and whether or not Guarantor has received any notice of any amendment and, in the event of any breach by Merchant, hereby waives Notice of Default and agrees to indemnify Harris N.A. and Moneris Solutions, Inc. for any and all funds due from Merchant and perform any other obligation of Merchant pursuant to the terms of the Agreement. Harris N.A. and Moneris Solutions, Inc. may proceed directly against Guarantor without first exhausting its remedies against any other person or entity responsible to, or any security held by, Harris N.A. and Moneris Solutions, Inc. Guarantor waives any and all rights of subrogation, reimbursement, or indemnity derived from Merchant and all other rights and defenses available to Guarantor under California Civil Code Section 2787 to 2856, inclusive, (or any similar suretyship laws), and further waives any and all rights or defenses arising by reason of any modification or change in the terms of the Agreement whatsoever, including, without limitation, the renewal, extension, acceleration, or other change in the time any payment or other performance thereunder is due, and/or any change in any interest, discount rate, or fee thereunder. Guarantor confirms that Guarantor, collectively or individually, is a party to the Agreement, and unconditionally and specifically authorizes Harris N.A. and Moneris Solutions, Inc., or its authorized agent, to debit any overdue fees, costs, chargebacks, fines, penalties, expenses, or obligations under the Agreement and/or any other contractual relationship between Harris N.A./Moneris Solutions, Inc. and Merchant from any personal checking account or other account owned or controlled by Guarantor, and further, to report any default hereunder or inquiries hereof on Guarantor's personal Credit Bureau Report. Guarantor agrees to pay all costs and expenses of whatever nature, including attorney's fees and other legal expenses, incurred by or on behalf of Harris N.A. and Moneris Solutions, Inc. in connection with the enforcement of this Guarantee.

_____, An Individual, _____
Signature Date

_____, An Individual, _____
Signature Date

Sign Here