

Merchant Processing Agreement

ISG Number Representative Name	Representative Number Authorization Platform
Referral Partner Number Referral Partner Name	
1. Business Information	
Doing Business As (DBA) Name	Telephone Number Fax Number
Business Street Address (No PO Boxes)	City State ZIP Code
Merchant Website (URL)	Type of Products/Services Sold Years of Operation
Legal Business Name (if different from above)	Taxpayer Identification Number Contact Email Address
Billing Street Address (if different from above)	City State ZIP Code
Organizational Structure: Corporation LLC Sole Proprietor All billing and summary statements are available electronically through our Payroc po	501C Partnership Government/Municipality
2. Payment Processing & Sales	
Are you a seasonal business? Yes ONo If yes, what are the months of operation of your business? JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC	Average Transaction Amount Highest Transaction Amount Average Monthly Volume Highest Monthly Volume EMV/Card Present Swiped Telephone Order eCommerce *Must equal = 100 %
3. Beneficial Owner / Officer / Principal - Government Control Owner / Officer / Principal *Must include all principals owning 2	/ Municipality Contact Info to be entered here 25% or greater of entity and at least one individual who significantly controls the legal entity, if any.
First Name Last Name	Date of Birth SSN Ownership %*
Home Street Address	City State Zip Code
Email Address	Business Phone Number Mobile Number
Beneficial Owner / Officer / Principal	
First Name Last Name Home Street Address	Date of Birth SSN Ownership % (1) City State Zip Code
Email Address	Business Phone Number Mobile Number
(1) If additional owner / beneficiary disclosure is required please use Additional (Owner Addendum.

Name on Bank Account	Transit (ABA Routing) Number	Account Number (Credits & Debits)
Name on Bank Account (Debits only, if applicable)	Transit (ABA Routing) Number (Debits only)	Account Number (Debits only)
Funding Choices: Standard - included in batch fee Daily Discount: Yes ⁽³⁾ (2) 4 a.m. Cut-off CST / CDT (3) Only applicable to certain pricing programs that do not alrea other fees not deducted daily billed at the end of the month. If r Please refer to Funding Terms and Conditions in the Terms and	dy utilize a function of daily discount. Fees abl no selection made, all fees will be set to month	
5. Payment Card Acceptance Standard Card Acceptance		
	asterCard Cards DISCOVER D	iscover Cards American Express OptBlue
Debit Card Debit Cards ONLY HSA / FSA	*You may select any card type in	accordance with Card Networks Operating Regulations
pecialty Card Acceptance		
American Express (retained/ESA) ⁽⁴⁾ Electronic Ber FNS Number Per Transaction Per Transaction	Per Tran Addition	seed Debit Pricing ⁽⁴⁾ saction Existing WEX Merchant Number Existing Voyager MID Existing Fleet MID Specialty Cards Per Transaction
(4) PIN-Based Debit Pricing only available when Intercha is chosen below and when per transaction fee is populat		

6. Rates & Fees *Only one pricing option available per application

Interchange Plus ⁽⁵⁾		Visa/Mastercard/Discover		American Express OptBlue		
☐ Interchange++		Processor Assessment % on \$ Volume	Per Transaction ⁽⁶⁾	Processor Assessment % on \$ Volume	Per Transaction ⁽⁶⁾	
If Interchange++ is selected,	Regulated Check Card	%	\$			
only Qualified,Mid Qualified and Non Qualified rates should be completed.	Unregulated Check Card	%	\$			
	Qualifed Rate	%	\$	%	\$	
Tiered ⁽⁷⁾	Mid Qualifed Rate	%	\$	%	\$	
Non Qualifed Rate Premium Rate	%	\$	%	\$		
	Premium Rate	%	\$			
	Interchange Plus	%	\$	%	\$	
	Flat Rate	%	\$	Applies to all card types		

(5) In addition to amounts set forth above You agree to pay Interchange, Card Network Fees and other fees, as set forth in Section 11 of and defined in the Terms and Conditions. Card Network Fees are listed in the Card Network Fees Addendum to the Terms and Conditions at https://payroc.com/legal/merchant-terms-conditions, or can be obtained by contacting Processor at 1-888-477-4510. Enhanced Interchange Service is only available with this pricing option.

(6) Per transaction fees will be applied to all transactions including an authorization, authorization only and decline.

(7) For Tiered and Flat Rate pricing options generally most Card Network Fees are included as set forth above, except, You agree to pay Additional Pass-Thru Fees as set forth in section 11A of the Terms and Conditions.

(8) Use of any third-party software that is not compliant with the Operating Regulations (including any non-compliant surcharging software) is strictly prohibited. For further details see Section 8M of the Terms and Conditions.

6. Rates & Fees Continued www.payroc.com 888.477.4510

RewardPay	RewardPay Signature Choose an Option:	gnature D	Debit / Prepaid C	Cards Only ⁽⁹⁾			
Choice Monthly Subscription	Interchange Plus:		% on debit/prepaid do	ollar volume + \$		per deb	oit/prepaid transaction
\$	Flat Rate:	% on (debit/prepaid dollar volu	ume + <u>\$</u>		per debit/pre	epaid transaction
		ID		(10)			
	Kev	vardPay (Credit Card Fees	(10)			
% charged t	o cardholder at point of sale on credit card dolla	r volume pro	cessed	No Tips	Prompt Fo	or Tip	Tip Adjust
% charged	to merchant on credit card dollar volume process	sed + <u>\$</u>	per	r credit transaction			
Network Fees are listed in the	dition to amounts set forth above You agree to pay Interc Card Network Fees Addendum to the Terms and Condit terchange Service is only available with this pricing option	ions at https://					
to register Merchant as require	narges are deducted daily from Merchant Settlement; Ree ed by the Card Networks. Most Card Network Fees are in Conditions. Per transaction fee will be applied to all trans	cluded in the F	Rates and Fees as set forth	above, except You	agree to pay Addition	nal Pass-Thru F	ees as set forth in
Consumer Choic	Ce ⁽¹¹⁾ Merch	ant authorize	ed % on volume process	sed on non-cash tr	ansactions		
Monthly Subscription							
\$							
(11) Although most Card Netw	ork Fees are included in the Rates and Fees as set forth a	above, You agre	ee to pay Additional Pass-	Thru Fees as set fort	th in section 11A of the	e Terms and C	onditions.
Service Fee	Service fee includes InterChange an	d Card Netw	ork Fees and other fee	es as set forth in S	Section 11 of terms	s and conditi	ions
	A service fee of% (\$		_minimum) will be	e assessed to	the Cardholo	ler on ead	ch transaction.
American Express Op	tBlue						
By signing below Merchant a Program"). Merchant hereby incorporated by reference ir acknowledges that this agree cial marketing communicatio	agrees to accept American Express Transaction Configures with Processor to be bound by the terms in this Agreement, the Terms and Conditions for expending the Processor Amex Program is boos from American Express. Note that you may dercial marketing communications will not preclude	and condition American Expetween Prococontinue to re	ons of Processor Amex xpress OptBlue, in cor cessor and Merchant. B receive marketing com	Program, which somection with acc y checking the bo nunications while	shall include this Agepting American E epting American E ox below, Merchant e American Expres	greement, the express Trans opts out of ress updates it	ne Terms and Conditions saction Cards. Merchant receiving future commer- s records to reflect your
	- ']	- '		. ,		
Name		Title				Date	
Sign Here					receiving future co		

6. Rates & Fees Continued www.payroc.com 888.477.4510 Account Updater(12) Wireless Processing Mobile Processing Enhanced Interchange Service Setup (one time) Enrollment Fee (one time) Setup (one-time) Setup (one-time) Per User EIS Credit Percentage to Merchant Monthly Per Transaction Per Update Network Monthly Local Tax Rate⁽¹³⁾ Network Monthly Access (13) Refer to section 11L of the terms and conditions for details that specify 1.) the monthly Per Transaction (12) The Account Updater Amendment is calculation of the Enhanced Interchange Service - credit, and, 2.) if the local tax rate is left required in order to complete setup blank, Merchant authorizes Processor to input the current tax rate from commercially available tax lookup tables using the Merchant's Business Information zip code. Address Verification (AVS) Per Occurrence Software Integration Gateway Chargeback Per Occurence Retrieval Per Occurence \$15.00 \$25.00 Gateway Name Software Name Batch Fee Per Occurence Annual Fee Installation, License, Activation (one-time) Set up (one-time) Early Termination Fee (16) Bill in June December \$575.00 Monthly Usage Platinum Security/PCI (17) Regulatory Assistance Program⁽¹⁴⁾ Gateway Monthly \$12.95 Monthly \$155.40 Annually Per Transaction Monthly Maintenance Monthly Minimum Monthly PCI Non Compliance (15) Per Transaction Voice Authorization Per Occurrence Additional User License Fee \$74.95 \$0.95 Additional Location Fee Per Device Monthly (14) Billed annually in March to merchants boarded prior to December 1st of the previous year (15) Billed monthly beginning on the 3rd month after the merchant's approval date (16) Early Termination: Refer to Section 16E(iv) of the Terms and Conditions. This fee will not be charged if you terminate within 60 days after notice of any increases in the Rates & Fees other than an increase that passes through to you as an increase in interchange, assessments, or other fees charged by the Card Networks. (17) PCI Compliance: Refer to Section 3I of the Terms and Conditions. **Merchant Acceptance** The undersigned represents and warrants to Processor and Bank that all of the terms and conditions of this Merchant Processing Agreement consisting of this entire document in addition to any other documentation or addendum has been received and reviewed in its entirety, is true and correct, and sets forth the Agreement between Processor, Bank and MERCHANT. Also, the undersigned authorizes Processor and Bank (and their representatives) to investigate the credit of each person listed on the Agreement and represents that the undersigned has the authority to provide information and execute this Agreement with Processor and Bank. Processor and Bank shall accept this Agreement at its offices following underwriting and approval, by the assignment to MERCHANT of a merchant processing identification number. As per Sections 7, 9 and 10 and 11 of the Terms and Conditions, by signing the Agreement you hereby authorize Processor and Bank (and its vendors and agents), using the ACH system or other electronic means, to initiate such credit and debit entries to the settlement account (or at any other account maintained by you at any institution that is a receiving member of ACH) all in accordance with this Agreement. This authorization is to remain in effect until such time as all of your obligations to Processor and Bank have been paid in full. HARDWARE ADVANTAGE PLAN: Equipment replacement for purchased or leased devices: Standalone terminals \$9 for each device. Clover Flex and Clover Mini equipment \$19 for each device, Clover Solo and Duo \$29 for each bundle, Clover peripherals \$9 for each device (some exclusions apply). Amounts billed monthly; refer to Section 11F of terms and conditions for additional details. IMPORTANT MEMBER BANK RESPONSIBILITIES: Member Bank: Fifth Third Bank (see Section 20L of the Terms and Conditions for contact information) 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 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. IMPORTANT MERCHANT RESPONSIBILITIES: 1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain fraud and chargeback below thresholds. 3. Review and understand the terms of the Merchant Agreement. 4. Comply with Operating Regulations. The responsibilities listed above do not supersede the terms of the Merchant 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. Please initial to confirm that you have received a copy of the Terms and Conditions, PreAuthorized Healthcare Addendum (if applica-**Initial Here** ble), and that you consent to receiving electronic 1099-K forms as provided for in Section H(ii). (Terms and Conditions) *Processor delivers the Terms and Conditions in your Welcome Kit, which is sent to you via email; the Terms and Conditions are also available at https://insights.payroc.com/. Title Date Name Sign Here I choose to opt out of the Hardware Advantage Plan **Personal Guaranty** The undersigned guarantees to Processor and Bank the performance of this Agreement and any addendum or amendment thereto, including payment of all sums due and any attorneys fees and costs associated with enforcement of the terms thereof. Neither Processor nor Bank shall be required to first proceed against Merchant or enforce any other remedy before proceeding against the undersigned. This is a continuing quarantee and shall not be discharged or affected by death of the undersigned and shall bind the heirs, administrators, representatives, and assigns and may be enforced by or for the benefit of any successor processor. The term of this guarantee shall be for the duration of the Agreement and any addendum thereto and shall guarantee all obligations which may arise or occur during the term thereof though enforcement shall be sought subsequent to any termination. This guaranty is subject to, and incorporates herein, the Arbitration provisions set forth in Section 19 of the Terms and Conditions and the miscellaneous provisions, including governing law and venue, set forth in Section 20 of the Terms and Conditions. Name Date Sign Here



Payroc ACH Merchant Processing Agreement

By completing the information requested and signing below Merchant has elected to received ACH Check Processing Services from Processor and DCS Holdings Group, LLC d/b/a Payroc ACH ("DCS") and agrees to be bound by the terms and conditions of the ACH Services Program as set forth below and in the Terms and conditions. Merchant Information Merchant Name Federal Tax ID # National American Industrial Classification Code (NAICS) O Yes O No Has the business or its principal(s) ever been terminated for electronic check processing? Yes No Do you have a written refund policy? If yes, please attach a copy or provide URL 2. Activity Monitoring Information Single Transaction Limit Daily Deposit Limit Estimated Monthly Transactions Monthly Deposit Limit Maximum dollar amount allowed for Maximum dollar amount of total Highest number of items processed Maximum dollar amount of total a single debit or credit transaction during the month transactions allowed per month transactions allowed per day 3. Pricing 4. Transaction Types (select all which apply) Unauthorized Return ACH per transaction Account Verification for WEB PPD - Prearranged Payment \$0.10 CCD - Corp. Cash Disbursement ACH Discount % Batch Fee Statement Fee Rate/Transfer < \$10,000 TEL - Telephone Initiated Payment WEB - Web Initiated Payment ACH Discount % Monthly Minimum Rate/Transfer ≥ \$10,000 Other _ Returns 5. Merchant Acceptance Merchant represents and warrants to DCS and Payroc that all the terms and conditions of this Agreement (consisting of this entire document, the Terms and Conditions for Payroc ACH, and any amendments thereto) have been received and reviewed by Merchant in their entirety, are true and correct, and set forth the entire Agreement between DCS and Merchant. Merchant further agrees to accept electronic notification of any changes to the Terms and Conditions for Payroc ACH. Merchant authorizes DCS to investigate the credit and obtain additional information from lawful sources of each person listed in the Merchant Processing Agreement and any Additional Owner Addendum. Merchant authorizes Payroc to share with DCS all materials and/or information used by Payroc to underwrite and/or approve Merchant in connection with the Payroc MPA. The undersigned represents that she/he has the authority to provide information and execute this Agreement with DCS. Following underwriting and approval, DCS will accept this Agreement by filling out the Reserve Amount and Hold Days as appropriate and by providing the Payroc ACH service to Merchant. Merchant will indicate its agreement to the Reserve Amount and/or Hold Days by submitting the first transaction for ACH/check processing. Merchant hereby authorizes DCS, to initiate Automated Clearing House (ACH) credit and or debit entries to the bank account(s) indicated in the ACH Information & Funding Choices section of Payroc MPA at the depository financial institution named and to credit and or debit the same to such account. Merchant acknowledges that the origination of ACH transactions to Merchant's account must be for services or goods provided in accordance with the agreements Merchant has with DCS. Subsequent credits and/or debits must be for services or goods provided in accordance with the agreements Merchant has with DCS. Subsequent credits and/or debits will be executed within three days of notification after the generation of a new invoice. This authorization is to remain in full force and effect until DCS has received notification from Merchant in writing or in person of Merchant's desire to terminate this authorization. Merchant agrees to give such notice 30 days prior to the next scheduled draft to allow DCS a reasonable opportunity to act on it. This service may not be shared. By completing this form and signing below, Merchant agrees that it has read and understands this Agreement and has received a copy of this document for its record Merchant Title Date Signature Sign Here

Personal Guaranty

2.

The undersigned guarantees to DCS Holdings Group, LLC dba Payroc ACH the performance of all obligations under this Addendum, the Terms and Conditions, and any other addenda or amendments, including payment of all sums due and owing and costs associated with the enforcement of the terms thereof. DCS shall not be required to first proceed against the Merchant or enforce any other remedy before proceeding against the undersigned individual. This is a continuing guarantee and shall not be discharged or affected by the death of the undersigned and shall bind the heirs, administrators, representatives and assigns and be enforced by or for the benefit of any successor of DCS. The term of this guarantee shall be for the duration of this Addendum (including any period of time during which any rights or obligations survive termination of the Addendum) and shall guarantee all obligations which may arise in connection with my activities during the term thereof though enforcement shall be sought subsequent to any termination. This guaranty is subject to, and incorporates herein, the Arbitration provisions set forth in paragraph 7 of the Section entitled Other of the Terms and Conditions for Payroc ACH and the miscellaneous provisions, including governing law and venue, set forth paragraph 9 of the Section entitled Other of the Terms and Conditions for Payroc ACH.

Sign Here	Name	SSN	Date	
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Merchant Name: MID #:	Teletrain: PROCESSOR AGENT
Terminal Set U	Jp Information
□ Ship □ VAR □ Reprogram Quantity	
Pin Debit: Yes No Pin Pad: Internal External Quantity Pin Pad Type:	Ship equipment to Merchant DBA Address (Otherwise provide shipping info below Name Phone
Connection Type: Dial-Up Ethernet 4G/LTE WiFi	Street
EBT: Yes No FNS#	City State Zip
Application Type: No Tip Tip Line/Adjustment Fuel Prompt for Tip Quick Pay/QSR	Retail / Moto: Invoice # Prompt Multi Merchant Parent MID#
Payment Terms: Sale Lease Rental Choose the payment method: ACH Merchant ACH ISG Residual Payment ISG	Restaurant: Servers Number of Servers Split Payment Suggested Tip % % %
Auto-Close++ Time	RewardPay Consumer Choice Percentage
Receipt Footer:	
VAR / GATEWAY / POS VAR Setup: Quantity	SETUP INFORMATION Gateway Setup - Virtual Terminal Only
PC/Internet Software Name Version#	Will the cards be present? ☐ Yes ☐ No Recurring Billing? ☐ Yes ☐ No
Gateway/Middleware Name (if Applicable) Version#	. Card Reader Type
Direct Reseller Contact Name Phone #	Merchant Email:
Gateway Type: Payroc Auth.net VAR only Other	Gateway Functions: Virtual Terminal Traditional eCom / Shopping Cart Hosted Payment Page Digital invoice / PayByLink
CARD SERVICES	ACH SERVICES
Primary User Email User Type: Admin	Primary User Email User Type: Admin
Mobile # Carrier	Mobile # Carrier
Additional Users: Email User Type: Admin/Member	Additional Users: Email User Type: Admin/Member
Email User Type: Admin/Member	Email User Type: Admin/Member
Customer Vault Level 2/3 Tax Rate % Recurring Billing Mobile Auto settle time:	
User Comments:	System Comments:
REPRESENTATIVE VERIFICATION	
I certify the information in this Agreement is true and correct to the best of my knowledge and is as	represented by the Merchant:
Sign Here REPRESENTATIVE VERIFICATION Name	Title