



MERCHANT PROCESSING APPLICATION

Referral:

Lead Source: None

Nuvei Integrated Payments Inc is a registered ISO of Citizens Bank, NA, Providence, RI

Table with 3 columns: Member Bank (Acquirer), Auth Network, Settle Network, Office, Office Phone, Application ID, Application Date, Contractor Name, Association.

General Information

Table with 2 columns: Business Open, Existing MID, Legal Business Name, Business Name, Mailing/Billing Address, Location Address, City, State, Zip, City, State, Zip, Phone, Fax, Phone, Fax, Contact, Email, Customer Service Number, D & B, Web Site.

Tax Information

Name (as it appears on your Federal Tax Return):

Federal Tax ID, State Filed, NA, Type of Ownership

I CERTIFY THAT I AM A FOREIGN ENTITY / NON-RESIDENT ALIEN
I CERTIFY THAT I AM PROVIDING AUTHORIZATION FOR THE ELECTRONIC ISSUANCE OF IRS FORM 1099

Table with 2 columns: Owner/Officer 1, Owner/Officer 2. Includes Name, Title, Address, City, State, Zip, Phone, Email, SSN, DOB.

Disclosure

Member Bank (Acquirer) Information: Acquirer Name, Address, City, State, Zip, Phone.

- Important Member Bank (Acquirer) Responsibilities: 1. A Discover/Visa/MasterCard/American Express Member is the only entity approved to extend acceptance of Discover/Visa/MasterCard/American Express products directly to a merchant. 2. A Discover/Visa/MasterCard/American Express Member must be a principal (signer) to your Merchant Agreement. 3. The Discover/Visa/MasterCard/American Express Member is responsible for educating Merchant on the pertinent Discover/Visa/MasterCard/American Express Operating Regulations with which the Merchant must comply. 4. The Discover/Visa/MasterCard/American Express Member is responsible for and must provide settlement funds to the merchant. 5. The Discover/Visa/MasterCard/American Express Member is responsible for all funds held in reserve that are derived from settlement.

Merchant Information: Merchant Name, Address, City, State, Zip, Phone.

- Important Merchant Responsibilities: 1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain fraud and chargeback rates below the thresholds. 3. Review and Understand the terms of the Merchant Agreement. 4. Comply with Discover/Visa/MasterCard Operating Regulations.

THE RESPONSIBILITIES LISTED ABOVE DO NOT SUPERCEDE TERMS OF THE MERCHANT AGREEMENT AND ARE PROVIDED TO ENSURE THE MERCHANT UNDERSTANDS SOME IMPORTANT OBLIGATIONS OF EACH PARTY AND THAT THE DISCOVER/VISA/MASTERCARD MEMBER (ACQUIRER) IS THE ULTIMATE AUTHORITY SHOULD THE MERCHANT HAVE ANY PROBLEMS.

MERCHANT SIGNATURE, MERCHANT PRINTED NAME & TITLE, DATED

Merchant Agreement

PLEASE NOTE The complete Merchant Agreement includes this application and the terms and conditions contained in the additional pages.



Underwriting Profile

| | | | | | |
|-----------------------|-----------------|------------------------------|--------------------|-----------------------|-----|
| Type Of Business: | MOTO | Seasonal: | False | Seasonal High Months: | |
| Business Description: | Rotary Services | | | | |
| Return Policy: | Other | Days Until Product Delivery: | 0 | | |
| Monthly Volume: | \$10,000.00 | Method of Sales | % of Products Sold | | |
| Average Ticket: | \$100.00 | Card Present Swiped | 5% | Consumer Sales | 70% |
| Highest Ticket: | \$1,500.00 | Card Present keyed | 20% | Business Sales | 30% |
| Discount Paid: | Monthly | Card Not Present | 75% | Government Sales | 0% |

Billing Questionnaire

Please explain your billing / delivery policy:

- Full payment upfront with 1 days until product / service delivery.
- Partial payment required up front with 0.00 % and within 0 days until final product / service delivery.
- Payment received after product / service is provided.

*PLEASE INCLUDE
VOIDED CHECK*

If product / service delivery requires recurring billing, please explain available billing options:

- Monthly
- Quarterly
- Semi-Annually
- Annually

Is any part of your business outsourced to a third-party ?

- YES
 - NO
- If YES, please explain :

Authorization to ACH (Checking accounts only . Must include voided business check for each account)

| | | | | |
|------------|------------|------------|--------|------------|
| Bank Name: | Phone: | City: | State: | Zip: |
| Depository | Routing #: | Account #: | Fees | Routing #: |
| | | | | Account #: |

Interchange

- Cost Plus (CP)
- Interchange at pass-through (IPT)
- FANF CP/CNP (Varies*)

* FANF CP and FANF CNP are based on prior month's Visa® CNP volume, number of locations processing Visa® and TaxID. For further information on FANFand MSP NetworkFee, please go to <https://support.paya.com>

| Accept? | Card Type | Qualified Rate | Discount Per Item | Qualification Exceptions (If applicable) Qualified Rate Plus |
|-------------------------------------|------------|----------------|--|--|
| <input checked="" type="checkbox"/> | Visa | 2.490 % | Bankcard = 0.000 Check Card = 0.000 | Bankcard : Rate 1 = 0.000% + \$0.00, Rate 2 = 1.000% + \$0.00, Rate 3 = 1.500% + \$0.00, Int'lNonStd = 1.850% + \$0.20, Bus = 1.650% + \$0.00, APF = 0.000% Checkcard : Rate 1 = 0.000% + \$0.00, Rate 2 = 1.000% + \$0.00, Rate 3 = 1.500% + \$0.00, Int'lNonStd = 1.850% + \$0.20, Bus = 1.650% + \$0.00 |
| <input checked="" type="checkbox"/> | MasterCard | 2.490 % | Bankcard = 0.000 Check Card = 0.000 | Bankcard : Rate 1 = 0.000% + \$0.00, Rate 2 = 1.000% + \$0.00, Rate 3 = 1.500% + \$0.00, Int'lNonStd = 1.650% + \$0.20, Bus = 1.650% + \$0.00, NABU = 0.000% Checkcard : Rate 1 = 0.000% + \$0.00, Rate 2 = 1.000% + \$0.00, Rate 3 = 1.500% + \$0.00, Int'lNonStd = 1.650% + \$0.20, Bus = 1.650% + \$0.00 |
| <input checked="" type="checkbox"/> | Discover | 2.490 % | Bankcard = 0.000 Check Card = 0.000 | Bankcard : Rate 1 = 0.000% + \$0.00, Rate 2 = 1.000% + \$0.00, Rate 3 = 1.500% + \$0.00, Int'lNonStd = 1.650% + \$0.20, Bus = 1.650% + \$0.00 Checkcard : Rate 1 = 0.000% + \$0.00, Rate 2 = 1.000% + \$0.00, Rate 3 = 1.500% + \$0.00, Int'lNonStd = 1.650% + \$0.20, Bus = 1.650% + \$0.00 |
| <input checked="" type="checkbox"/> | AMEX | 2.490 % | Bankcard = 0.000 Check Card = 0.000 | Bankcard : Rate 1 = 0.000% + \$0.00, Rate 2 = 1.000% + \$0.00, Rate 3 = 1.500% + \$0.00, Int'lNonStd = 1.000% + \$0.00, Bus = 0.000% + \$0.00 Checkcard : Rate 1 = 0.000% + \$0.00, Rate 2 = 0.000% + \$0.00, Rate 3 = 0.000% + \$0.00, Int'lNonStd = 0.000% + \$0.00, Bus = 0.000% + \$0.00 |

By checking this box merchant opts out of receiving future commercial marketing communications from American Express.

* Note that you may continue to receive marketing communications while American Express updates its records to reflect your choice. Opting out of commercial marketing communications will not preclude you from receiving important transactional or relationship messages from American Express

PLEASE NOTE

The complete Merchant Agreement includes this application and the terms and conditions contained in the additional pages.



Authorization Fees (Charged By Processor)

| Type | Per Item Fee |
|------------------|---------------------------------|
| Visa/MasterCard | Auth: \$0.25 AVS Fee : \$ 0.000 |
| American Express | Auth: \$0.25 |
| Discover | Auth: \$0.25 |
| JCB | Auth: \$0.00 |
| Carte Blanche | Auth: \$0.00 |
| Pin Debit | Auth: \$0.75 |
| EBT | Auth: \$0.00 |
| ARU | Auth: \$0.50 |
| Voice Auth | Auth: \$0.50 |

Other Entitlements

| Card Type | Status | Account |
|------------------|--------|---------|
| American Express | New | |
| Discover | New | |
| Carte Blanche | None | |
| JCB | None | |

Startup Fees

| Description | Qty | Price |
|-------------|-----|-------|
| Total: | | |

Monthly Fees

| Fee Description | Amount |
|------------------|---------|
| Monthly Support | 5.0000 |
| Monthly Minimum | 10.0000 |
| Gateway Access | 5.0000 |
| Monthly Clearing | 0.0003 |

Miscellaneous Fees (Charged By Processor)

| Fee Description | Amount |
|---|---------|
| Acquirer Processing Fee for Visa | 0.0200 |
| Network Access & Brand Usage for MasterCard | 0.0200 |
| Data Integrity Fee for Visa | 0.1000 |
| PCI DSS Non-Compliance | 35.0000 |
| MC Cyber Secure Fee | 3.0000 |
| PCI Non Compliance Assessment Fee | 0.0000 |
| PCI DSS Annual Fee | 75.0000 |
| Chargeback | 25.0000 |
| Signature Plan % | 2.4900 |
| Non-Swiped/Digital Wallet Fee for Amex | 0.0035 |
| Network Fee for Amex | 0.0015 |
| VS Infrastructure Fee | 0.0001 |
| MC Infrastructure Fee | 0.0001 |

Collection of Startup Fees will be via ACH - Merchant drafted by Nuvei Integrated Payments Inc.



| Equipment | |
|------------------------|------------------|
| Terminal/Software Type | Terminal Program |
| | |

Certification and Agreement

By signing below, the merchant named: (1) certifies to Nuvei Integrated Payments Inc. ("Nuvei") that he/she is authorized to sign this agreement; (2) certifies that all information and documents submitted in connection with this application are true and complete; (3) authorizes Bank, Nuvei and/or their respective agent to verify any of the information given, including credit references, and to obtain credit reports (including a spouse if in a community property state); (4) has read, agreed to, and acknowledges receipt of the terms and conditions of the merchant processing agreement, attached hereto and incorporated herein by reference. The terms and conditions and this application constitute the entire integrated merchant processing agreement by and between merchant, Nuvei and bank; (5) agrees that merchant and each transaction submitted to bank will be bound by the agreement in its entirety; and (6) agrees that merchant will submit transactions to bank only in accordance with the information in this application and will immediately inform Nuvei in writing at the address above if any information in this application changes. The agreement will become effective only when signed by bank and Nuvei. Merchant further acknowledges that, as used in this paragraph, "bank" means the banking institution indicated by appropriate mark in one of the check boxes located at the top of the first page of this document.

By signing below, I represent that the information I have provided on the Application is complete and accurate and I authorize American Express Travel Related Services Company, Inc (American Express) to verify the information on this Application and to receive and exchange information about me, including, requesting reports from consumer reporting agencies. If I ask American Express whether or not a consumer report was requested, American Express will tell me, and if American Express received a report, American Express will give me the name and address of the agency that furnished it. I understand that upon American Express' approval of the business entity indicated above to accept the American Express Card, the Terms and Conditions for American Express Card Acceptance ("Terms and Conditions") will be sent to such business entity along with a Welcome Letter. By accepting the American Express card for the purchase of goods and/or services, you agree to be bound by the Terms and Conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day , _____

| | | |
|---|---|--|
| Merchant: | By:  | By:  |
| | _____ | _____ |
| | Merchant Principal or Corporate Officer | Merchant Principal or Corporate Officer |
| | _____ | _____ |
| | Print Name | Print Name |
| Accepted by Bank: | By: _____ | |
| Accepted by Nuvei Integrated Payments Inc.: | By: _____ | |

Personal Guaranty

In consideration of Bank and Nuvei Integrated Payments Inc. ("Nuvei")'s acceptance of the Agreement, the undersigned Guarantor (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to Bank and Nuvei under the Agreement, and payment of all sums due thereunder, and in the event of default, hereby waives notice of default and agrees to indemnify Bank and Nuvei, for all funds due from Merchant pursuant to the terms of the Agreement. This is a guaranty of payment and performance and not of collection, and in no case will Nuvei be required to attempt collection from Company or pursue any other remedy or action before collection from Guarantor. Guarantor waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant and all other rights and defenses available to Guarantor under applicable law, including California Civil Code Sections 2787 to 2856, inclusive (or any similar suretyship laws), and further waives any and all rights, defenses or notices 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 or discount rate or fee thereunder. Guarantor confirms that Guarantor, collectively or individually, is an officer or shareholder to the Merchant and party to the Agreement, and unconditionally and specifically authorizes Bank, or its authorized agent, to debit any overdue fees, costs, chargebacks, fines, penalties, expenses or obligations under the Agreement and / or any contractual relationship with Bank or Nuvei from any personal checking account or other account owned or controlled by Guarantor, and further to report any default hereunder on Guarantor's personal Credit Bureau Report. Guarantor agrees to pay all costs and expenses of whatever nature, including attorneys' fees and other legal expenses, incurred by or on behalf of Bank or Nuvei in connection with the enforcement of this Guaranty. Guarantor further acknowledges that, as used in this paragraph, "Bank" means the banking institution indicated by appropriate mark in one of the check boxes located at the top of the first page of this document.

X

| | | | |
|------------|---------------|------------|---------------|
| _____ | Date | _____ | Date |
| Signature | An Individual | Signature | An Individual |
| _____ | | _____ | |
| Print Name | | Print Name | |

**** EARLY TERMINATION:** If Company cancels this Agreement during the term or any agreed upon extension term, applicable early termination fees shall be due Nuvei. See Article V Section 5.01 of the attached terms and conditions for additional details.

Site Inspection Information (To be completed by Sales Rep)

I HAVE PERSONALLY CONDUCTED A SITE INSPECTION FOR THIS MERCHANT, VISUALLY INSPECTED THE MERCHANT'S INVENTORY (IF APPLICABLE) AND REPRESENT THE INFORMATION IN THIS MERCHANT APPLICATION IS ACCURATE AND COMPLETE

| | | | | | | |
|----------------|---------------------------------------|---|-------------------------------------|------------------------------------|--------------------------------|---|
| Location Type: | <input type="checkbox"/> Retail Store | <input type="checkbox"/> Office | <input type="checkbox"/> Industrial | <input type="checkbox"/> Residence | <input type="checkbox"/> Trade | <input type="checkbox"/> Other (describe) |
| Merchant: | <input type="checkbox"/> Owns | <input type="checkbox"/> Lease Business | | | | |

| | | |
|--|---|-------------|
| SALES REPRESENTATIVE - SIGNATURE _____ | SALES REPRESENTATIVE PRINTED NAME & TITLE _____ | DATED _____ |
|--|---|-------------|

PLEASE NOTE The complete Merchant Agreement includes this application and the terms and conditions contained in the additional pages.

