



Merchant Solutions

1981 Marcus Ave, Suite 130, Lake Success, NY 11042 (212) 356-9510

Additional Location: Referral ID#: Partner #1: NMS Chain Code: Rep ID #: Partner #2: Agency #: Partner #3:



Merchant Acquiring

135 Crossways Park Drive North, Suite A100, Woodbury, NY 11797 - Merchant Services Tel (800)328-9155 - Fax (516) 576-8741

MERCHANT INFORMATION

Business Name (Doing Business As): Corporate Name (also used for Headquarters information): Business Address (please use correct USPS format): Corporate Address (if different than business address using correct USPS format): City: State: Zip: City: State: Zip: Location Phone: Location Fax: Contact Name: Business Email: Contact Phone: Website Address: Contact Fax/Email: Phone number to appear on cardholder statement: Send Monthly Merchant Statements To: [] Business Address [] Corporate Address Merchant acknowledges they will receive month end statements electronically, unless otherwise indicated. Paper Statements []

MERCHANT PROFILE

Type of Ownership: Sole Proprietor Partnership C Corp S Corp LLC Private Non Profit Other Currently owned Business: Number of Years in Business: Have merchant or owners/principals ever filed business bankruptcy and/or personal bankruptcy No Yes (please explain) Explanation: Name (as it appears on your income tax return): Federal Tax ID Number (as it appears on your income tax return): I certify that I am a foreign entity/non resident alien. (if checked please attach IRS form W-8) Note: Failure to provide accurate information may result in withholding of merchant funds per IRS regulations. (See Terms & Conditions, Section 7.02(q) for further information.)

MERCHANT BANKING INFORMATION

Choose One Checking Savings Attach voided check for the Account where funds are to be deposited Bank Phone #: Bank Name: Routing #: Account #: *By providing the above referenced information, you are authorizing Bank to initiate ACH debit and credit transactions to said account Do you currently accept Visa/Mastercard/Discover? Yes No If yes, you must submit 3 most current months statements Has Merchant or Owners/Principals ever been terminated from accepting payment cards from any payment network for this business or any other business?: Yes No (If yes, please explain reason for leaving/termination): Do you use any Third Party or software to store, process, or transmit cardholder data?: Yes No If yes, give names: SIC/MCC: Describe Products/Services Sold: Methods of Mktg: Newspaper/Magazine Internet Television/Radio Direct Mail, Brochure & Catalog Outgoing Telemarketing Sales

MERCHANT TYPE / SALES PROFILE

Retail Outlet Lodging Healthcare Public Sector Credit Cards Swiped % Restaurant/Food Petroleum Convenience Voice Capture Credit Cards Keyed with Imprint % Quick Serve MOTO Utility Other Credit Cards Keyed via Mail Order/Telephone % Fast Food Internet (contact email & website address required above) Credit Cards Keyed via Internet % Seasonal Business? Yes No If yes, check high volume months below: Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Must Total 100%

Special Processing Addendum Required For This Section For All Merchants Processing With 20% Or More Keyed Volume

OTHER MERCHANT NUMBERS

New Services EXISTING PIN Debit Amex ESA #: Gift Cards Gift Card #: Check Services Check Services #: Wright Express EBT Merchant #: Voyager Other #: Other #. Accept all Mastercard, Visa, Discover & American Express Network Transactions (presumed, unless any selections below are checked) Mastercard Visa Discover MC Credit Trans. Visa Credit Trans. Discover Credit Trans. MC Non-PIN Debit Trans. Visa Non-PIN Debit Trans. Discover Non-PIN Debit Trans. American Express American Express Credit Trans.

BANK DISCLOSURE

Important Member Bank Responsibilities: 1.) Merrick Bank is the only entity approved to extend acceptance of Visa and Mastercard products directly to a merchant. 2.) Merrick Bank is responsible for educating Merchants on pertinent Visa and Mastercard Network Rules with which Merchants must comply; 3.) Merrick Bank, not the ISO, must hold, administer and control all reserve funds derived from settlement 4.) Merrick Bank, not ISO must hold, adminster and control settlement funds for Merchant. 5.) Merrick Bank must be a party to the Agreement. Important Merchant Responsibilities: 1.) Ensure compliance with cardholder data security and storage requirements. 2.) Maintain fraud and Chargebacks below established thresholds. 3.) Review and understand the terms of the Merchant Agreement. 4.) Comply with Network rules. Merchant Name: Merchant Signature/Title: Date:

Merchant Initials:

Newtek is a registered ISO/MSP of Merrick Bank, Woodbury, NY.

Rev. 07-2021



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PRINCIPALS / BENEFICIAL OWNERS:

Principal/Beneficial Owner #1						
First Name	M.I.	Last Name	SSN (US Persons)	% of Ownership		
Title	City		State	Zip	DOB	
Home Address	City		State	Zip	DOB	
Home Phone	DL# / State*	Email Address				
Principal/Beneficial Owner #2						
First Name	M.I.	Last Name	SSN (US Persons)	% of Ownership		
Title	City		State	Zip	DOB	
Home Address	City		State	Zip	DOB	
Home Phone	DL# / State*	Email Address				
Principal/Beneficial Owner #3						
First Name	M.I.	Last Name	SSN (US Persons)	% of Ownership		
Title	City		State	Zip	DOB	
Home Address	City		State	Zip	DOB	
Home Phone	DL# / State*	Email Address				
Principal/Beneficial Owner #4						
First Name	M.I.	Last Name	SSN (US Persons)	% of Ownership		
Title	City		State	Zip	DOB	
Home Address	City		State	Zip	DOB	
Home Phone	DL# / State*	Email Address				
Controlling Position/Beneficial Owner						
First Name	M.I.	Last Name	SSN (US Persons)	% of Ownership		
Title	City		State	Zip	DOB	
Home Address	City		State	Zip	DOB	
Home Phone	DL# / State*	Email Address				

*Driver's License is only required for person(s) signing the Merchant Application

CERTIFICATION OF BENEFICIAL OWNER(S)

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e. beneficial owners) helps law enforcement investigate and prosecute these crimes

By signing below, I attest that I have accurately provided the name, address, date of birth and Social Security Number (SSN) for the following individuals (i.e. the beneficial owners):

- (i) Each individual, if any, who owns 25% or more of the equity interests of the legal entity customer (e.g. each natural person that owns 25% or more of the shares of a corporation): and
- (ii) An individual with significant responsibility for managing the legal entity customer (e.g. a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified.

Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who holds 30% equity interest). Thus a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25% equity holder under section (i)).

I the undersigned _____, certify that all of the information furnished above with regard to information for each individual, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, own 25% or more of the equity interests of the legal entity listed above is complete and accurate.

Signature: _____ Date: _____

PRICING PLAN AND PROCESSING CHARGES

Tiered	Interchange & Association Pass-Through(IC)*		Enhanced Recovery Reduced (ERR)		
	Qualified	MID-Qualified	NON-Qualified	Other Item Rate	
VS/MC/DS Credit Discount	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	\$ 0.	
VS/MC/DS Offline Debit Discount	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	\$ 0.	
IC/ERR VS/MC/DS Add'l Basis Points	<input type="text"/> %	\$ 0.	Monthly Minimum Discount Fee	\$ <input type="text"/>	
PIN Debit Fees (IC + Network Fees)**	<input type="text"/> %	\$ 0.	***Monthly Pin Debit Access Fee	\$ <input type="text"/>	
Transaction Fee	\$ <input type="text"/> / ea	Statement Fee	\$ <input type="text"/> / mo	Merchant Club	\$ <input type="text"/> / mo
EBT Transaction Fee	\$ <input type="text"/> / ea	Annual Fee	\$ <input type="text"/> / yr	Equipment Rental Fee	\$ <input type="text"/> / mo
AVS Surcharge	\$ <input type="text"/> / ea	Chargeback Fee	\$ <input type="text"/> / ea	Regulatory Product	\$ <input type="text"/> / mo
Voice Auth	\$ <input type="text"/> / ea	Retrieval Fee	\$ <input type="text"/> / ea	Breach Coverage	\$ <input type="text"/> / mo
Voice AVS	\$ <input type="text"/> / ea	ACH Reject Fee	\$ <input type="text"/> / ea	PCI Compliance	\$ <input type="text"/> / mo
Gateway Txn Fee	\$ <input type="text"/> / ea	Gateway Monthly Fee	\$ <input type="text"/> / mo	PCI NON-Compliance	\$ <input type="text"/> / mo
Wireless Txn Fee	\$ <input type="text"/> / mo	Wireless Monthly Fee	\$ <input type="text"/> / mo	ZCP Technology Fee	\$ <input type="text"/> / mo
Network/Association Fees	Passthrough / mo	Mastercard Location Fee	\$ <input type="text"/> / mo	Monthly Discount Fee	<input type="text"/> %/ mo
Comments:			Next Day Funding Fee	\$ <input type="text"/> / mo	

I/We understand and agree to the following: Discount rates set forth above include those for Qualified, Mid-Qualified and Non-Qualified transactions. Qualified Rate transactions are defined as electronically authorized, chip read or swiped transactions on non-specialized Consumer Credit and Debit cards that are batched and closed daily. However, there are many circumstances under which the transaction will not qualify for the Qualified Discount Rate, including without limitation, the following: (1) The Mid-Qualified Rate may be applied under the following circumstances: (a) Cardholder and card are present at merchants point of sale device, card data is key entered, signature obtained, Address Verification Service ("AVS") with full match of billing zip code settled within three days of authorization, settled amount must equal authorized amount; (b) Card not present single authorization only, AVS with full match of billing zip code settled within two days of authorization, settled amount must equal authorized amount; (c) Certain Discover, American Express, Visa Rewards, Visa Signature, Mastercard Enhanced Value & Mastercard World Card transactions and (d) Lodging, car rental, small ticket, convenience and Express Service transactions. 2) A Non-Qualified Rate may be charged for transactions that do not meet the requirements stated above and may also apply to Bus, Corp, Int'l, Com & Purch Cards; T&E, Mail/Telephone, e-Commerce & certain Discover, American Express, Visa Rewards, Visa Signature, Mastercard Enhanced Value & Mastercard World Card transactions. 3) If Interchange is Pass-through, then all transactions will be assessed the current published interchange rates, dues & assessments in addition to the basis points stated above. The published rates for Visa and Mastercard can be viewed at www.visa.com and www.mastercard.com. *for additional pass through fees please see Page 3 of the Terms & Conditions which can be found at <http://www.newtekone.com/payments/>. **Merchants processing Pin Debit transaction through the TSYS front end will be charged a Pin Debit Rate of 1.10% + \$0.25 per transaction. ***Pin Debit Access fee will be assessed only to merchants processing Pin Debit transactions. ****Early termination fee of \$295 may apply. See Terms & Conditions.

Accounts for Merchants using Pass Through Interchange or Enhanced Reduced Recovery (commonly referred to as Bill Back/Enhanced Bill Back) pricing will include the Commercial Card Interchange Service (CCIS). For transactions processed that do not include any tax information, which is a component of Commercial, Business or Purchasing card acceptance, sales tax will automatically be computed based on the applicable rate at the merchant's location to allow it to obtain the best interchange. When sales tax is computed on the merchant's behalf through CCIS, the merchant will retain 25% of the interchange savings. If a transaction is partially exempt, the merchant should enter the tax amount; if a transaction is fully exempt, the merchant should send the tax-exempt indicator as CCIS applies the merchant's local tax rate to the full amount of the transaction when the prompt for tax amount is bypassed.

	Tiered	American Express Passthrough costs		Other Item Rate
	Qualified	MID-Qualified	NON-Qualified	
American Express Discount	<input type="text"/> %	<input type="text"/> %	<input type="text"/> %	\$ 0.
American Express Add'l Basis Points	<input type="text"/> %	\$ 0.		

American Express: If merchant has elected to accept American Express cards, merchant acknowledges that in the event American Express determines that merchant is or has become a High Charge Volume (HCV) merchant than American Express may convert merchant from the processor American Express OptBlue program to a direct card acceptance relationship with American Express which has different servicing terms. Merchant will be notified in the event American Express classifies said merchant as a HCV merchant. Upon conversion merchant acknowledges and agrees that (a) Merchant will be bound by American Express' current Card Acceptance Agreement and (b) American Express will set the pricing and establish fees the merchant will pay for acceptance of the American Express Card.

By Checking this box, Merchant opts out of receiving future commercial marketing communications from American Express

American Express Qualified, Mid-Qualified and Non-Qualified transactions are based on Industry type and size of each sale.

Bankcard:	Monthly Volume	\$ <input type="text"/>	Average Ticket	\$ <input type="text"/>	Highest Ticket	\$ <input type="text"/>
American Express:	Monthly Volume	\$ <input type="text"/>	Average Ticket	\$ <input type="text"/>	Highest Ticket	\$ <input type="text"/>

Each applicant certifies that the above monthly volume, average ticket and highest ticket is accurate and acknowledges that any significant variance from this information may result in delayed or withheld settlement of funds and/or assessed additional fees



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PLEASE ATTACH PHOTOS "IF REQUIRED"

SITE SURVEY

- 1. Is the Merchant's DBA name displayed at the facility (exterior signage) and does it match the application? Yes No
If no, please explain:
2. Does the address match that of the application? Yes No
3. Type of Location: Shopping Center/Retail/Restaurant Warehouse Office Residence Industrial Building Other:
4. Does Merchant Own Rents (Landlord:)
5. Area Zoned Commercial Industrial Residential
6. Square Footage 0-500 501-2500 2501-5000 5001-10000+
7. Is Merchant located within another Merchant's facility? If Yes, name of other Merchant: Yes No
8. Is the Merchant's telephone number and address verifiable? (i.e. Yellow pages) Yes No
9. Is the business currently operating? If no, expected opening date: Yes No
10. Does the merchant have appropriate and sufficient equipment and inventory consistent with the type of business and projected sales volume? and average ticket? If no, please explain: Yes No
11. What are the sales and return policies? Are they displayed, written, and available to the consumers? (i.e. "All Sales Final") Yes No
If no, please explain:
12. Based upon ISO's review, does Merchant have the appropriate facilities, equipment, inventory, personnel and license or permit to operate their business Yes No

*By Signing below, inspector is certifying he/she has visited the location and information provided is true and correct.

Site Survey was conducted

On Site Survey Telephone Survey Representative Name Printed Representative's Signature Date

AUTHORIZED SIGNER FOR BUSINESS

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

MERCHANT APPLICATION AND AGREEMENT ACCEPTANCE (Capitalized terms not defined in this Acceptance Section have the meanings set forth below in the Terms and Condition)

By executing this Merchant Application ("Merchant Application"), on behalf of the merchant described above ("Merchant") the undersigned authorized individual(s) each, jointly and severally, represents, warrants, acknowledges and agrees that: (i) all information supplied by Merchant to ISO and Merrick Bank Corporation ("Bank") and contained in this Merchant Application is true, correct and complete as of the date of this Merchant Application; (ii) if Merchant is a corporation, limited liability company or partnership, the individual(s) executing this Merchant Application have the requisite legal power and authority to complete and submit this Merchant Application on behalf of Merchant and to make and provide the acknowledgements, authorizations and agreements set forth herein on behalf of Merchant and individually and to bind Merchant to the terms of this Merchant Application, the Guaranty and the attached Terms and Conditions, as may be amended from time to time (collectively, the "Agreement"); (iii) the information contained in this Merchant Application is provided for the purpose of obtaining, or maintaining a merchant account for Merchant with the Bank and Bank and ISO will rely on the information provided herein in its approval process and in setting the applicable discount rate, approved average ticket and approved monthly Card volume; (iv) Bank is authorized to investigate, either through its own agents or through credit bureaus/agencies, the credit of Merchant and each person listed on this Merchant Application; (v) Bank will determine all rates and fee and charges and Notify Merchant of the approved fees and by Merchant's submission and acceptance of Merchant's first settled transaction, Merchant agrees to pay such fees in accordance with the terms of the Agreement; and (vi) the Agreement will not take effect until Merchant has been approved by Bank and a merchant identification number has been issued to Merchant; and (vii) Merchant and the undersigned have received, read and understood the Agreement, and Merchant agrees to be bound by the terms of the Agreement. Merchant acknowledges that this Agreement is being submitted to Bank as the member bank of the Card Networks and ISO is also party to this Agreement. Merchant Acknowledges that ISO will rely on the representations and warranties set forth in this Agreement and unless otherwise specified or prohibited by the Network Rules or Law, ISO will have certain rights under this Merchant Application and Agreement.

Merchant Owner/Officer/Authorized Signer: X | Title: X | Date:

Merchant Owner/Officer/Authorized Signer: X | Title: X | Date:

FOR ALL CORPORATIONS - Corporate Resolution

The indicated officer(s) identified above has the authorization to execute the Merchant Processing Agreement with Bank and Newtek on behalf of the here within named corporation.

Secretary of the Corporation: X | Date:

CONTINUING PERSONAL GUARANTY PROVISION ("GUARANTY") - PERSONAL GUARANTOR (Capitalized terms not defined in this Guaranty have the meanings set forth below in the Terms and Conditions)

By signing below, each individual or entity ("Guarantor") jointly and severally (if there is more than one Guarantor) and unconditionally guarantees to ISO and Bank the prompt payment and full and complete performance of all obligations of Merchant identified above and under the Agreement, as amended from time to time. Including, without limitation, all promises and covenants of the Merchant, and all amounts payable by Merchant under the Agreement, including, without limitation, charges, interest, costs and other expenses, such as attorneys' fees and court costs. This Guaranty means, among other things that ISO or Bank can demand performance or payment from any Guarantor if Merchant fails to perform any obligation or pay any amount Merchant owes under the agreement. Each Guarantor agrees that his or her liability under this Guaranty will not be limited or canceled because (1) the Agreement cannot be enforced against Merchant for any reason including, without limitation, the initiation of bankruptcy proceedings; (2) either ISO or Bank agrees to changes or modifications to the Agreement with or without notice to Guarantor; (3) ISO or Bank releases any other Guarantor or Merchant from Any obligation under the Guaranty or Agreement, as applicable; (4) any Law affects the rights of either ISO, Merchant, or Bank under the Agreement and/or (5) anything else happens that may affect the rights of either ISO or Bank against Merchant or any other Guarantor. Each Guarantor further agrees that: (a) ISO and Bank each may delay enforcing any of their rights under this Guaranty without losing such rights; (b) ISO and Bank each can demand payment from such Guarantor without first seeking payment from Merchant or any other Guarantor or from any security held by Bank; and (c) such Guarantor will pay all our costs, attorneys' fees and collection costs incurred by either ISO or Bank in connection with the enforcement of the Agreement of this Guaranty, whether or not there is a lawsuit, and such additional fees and costs as may be directed by a court. If Merchant is a corporation, limited liability company, partnership or other entity, this Guaranty must be executed by a principal of Merchant.

Guarantor: X | Printed Name: X | Date:

Co-Guarantor: X | Printed Name: X | Date:

FOR NMS and Bank USE ONLY

Application Approved By (NMS): | Title: X | Date:

Application Approved By (MB): | Title: X | Date:

Terminal / POS Systems / Gateways / Software

Merchant DBA: _____ Merchant #: _____ Date: _____

Frontend: Omaha Nashville North Bypass Compass
 Backend: Omaha North

EQUIPMENT

Equipment Description	Quantity	Check One Per Row					Prices do not include Sales Tax		
1 _____	_____	Purchase	Rent	Lease	Reprogram	Free Use	M Club	Amount	\$ _____
2 _____	_____	Purchase	Rent	Lease	Reprogram	Free Use	M Club	Amount	\$ _____
3 _____	_____	Purchase	Rent	Lease	Reprogram	Free Use	M Club	Amount	\$ _____
4 _____	_____	Purchase	Rent	Lease	Reprogram	Free Use	M Club	Amount	\$ _____
5 _____	_____	Purchase	Rent	Lease	Reprogram	Free Use	M Club	Amount	\$ _____

PROGRAMMING

Retail	Gratuity Guide	IP Terminal	PIN Debit	Rep Install
Restaurant	Quick Serve	Dial Terminal	Cash Advance	NMS Install
TIP Adj	Lodging	WiFi Terminal	Auto Close Time _____	
TIP @ Sale	eCommerce	Virtual Terminal	Tech Fee _____ %	
Server	Petroleum	Multi MID/Add'l MID _____		

Other: _____

VAR/Gateway/Clover e-mail: _____

SHIP EQUIPMENT TO

(Check One)
 Ground 3 Day 2 Day Next Day Saturday Delivery
 Merchant Sales Office/Agent Other (Name) _____

Address: _____

Attn: _____

City: _____ State: _____ Zip: _____

FEES COLLECTED BY NEWTEK

Equipment Fee	\$ _____
Application/Set-up Fee	\$ _____
Rental/Lease Deposit	\$ _____
Shipping	\$ _____
Total (Sales Tax not Included)	\$ _____

Single Payment
 Three Equal Payments

Bill Equipment To

Merchant Agency/Rep
 ACH Credit Card*

*Must Submit CC Authorization Form

Signature: x _____ Date: _____