



Merchant Solutions

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

Referral ID #: _____

Rep ID #: _____

Agency #: _____

Partner #1: _____

Partner #2: _____

Partner #3: _____



Additional Location: _____

NMS Chain Code: _____

MERCHANT INFORMATION

Business Name:	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: <input type="checkbox"/> Business Address <input type="checkbox"/> Corporate Address Merchant acknowledges they will receive month end statements electronically, unless otherwise indicated. Paper Statements <input type="checkbox"/>

MERCHANT PROFILE

Type of Ownership: Sole Proprietor Partnership C Corp S Corp LLC Non Profit

Other Currently owned Business: _____

Number of Years in Business: _____

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 G/L Bank Phone #: _____

Bank Name: _____ Routing #: _____ Account #: _____

Do you currently accept Visa/Mastercard/Discover? Yes No If yes, you must submit 3 most current months statements

Seasonal Business? Yes No If yes, List months: _____

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	Credit Cards Swiped	_____ %
Restaurant/Food	Petroleum	Credit Cards Keyed with Imprint	_____ %
Quick Serve	MOTO	Credit Cards Keyed via Mail Order/Telephone	_____ %
Cash Advance	eCommerce (contact email & website address required above)	Credit Cards Keyed via Internet	_____ %
			Must Total 100%

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

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

VISA and MasterCard Member Bank Information

The Bank's mailing address is Westamerica Bank: 3750 Westwind Blvd Ste 210 Santa Rosa, CA 95403

Important Member Bank Responsibilities:

- The Bank is the only entity approved to extend acceptance of Visa and MasterCard products directly to a merchant.
- The Bank must be a principal (signer) of the Merchant Agreement.
- 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.
- The Bank responsible for and must provide settlement funds to the Merchant.
- The Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities:

- Ensure compliance with cardholder data security and storage requirements.
- Maintain fraud and chargebacks below Card Organization thresholds.
- Review and understand the terms of the Merchant Agreement.
- Comply with Card Organization rules.

Owner/Officer Signature: _____

Date: _____



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31 CFR 1010.230 BENEFICIAL OWNERS CERTIFICATION (Legal Entity Customers)

ENTITY INFORMATION

Entity Name, Merchant Account #(s), Mailing Address

This Certification Regarding Beneficial Owners of Legal Entity Customers shall be attached to and made a part of the original Merchant Agreement between Westamerica Bank and the undersigned.

SECTION I: GENERAL INFORMATION

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.

Who has to complete this form?

This form must be completed by the person opening a new account or requesting maintenance on an existing account on behalf of a legal entity.

What information do I have to provide?

- This form requires you to provide the name, address, date of birth, and social security number (or passport number or other similar information, in the case of non-US Persons) for the following individuals (beneficial owners):
(i) Each individual, if any, who owns directly or indirectly, 25 percent or more of the equity interests of the legal entity customer
(ii) An individual with significant responsibility for managing the legal entity customer

A verified or copy of a valid driver's license or other government issued identifying document for each beneficial owner on this form is required.

SECTION II: CERTIFICATION OF BENEFICIAL OWNER(S)

Persons opening an account or maintaining a business relationship on behalf of the legal entity must provide the following information.

A: LEGAL ENTITY INFORMATION (REQUIRED):

Legal Entity Name, Entity Type, Entity Address, City, State, Zip

B: PERSON OPENING OR REQUESTING MAINTENANCE ON ACCOUNT (REQUIRED):

Last Name, First Name

C: BENEFICIAL OWNERSHIP INFORMATION: Provide the following information for each individual, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25% or more of the equity interest of the legal entity listed on this form.

Multiple rows for beneficial owners with fields for #1, #2, #3, #4 including Last Name, First Name, M.I., DOB, Address, City, State, Zip, SSN, ID Type, ID #, Exp. Date, Issuing State/Country, Passport Number, % of Ownership

D: MANAGING RESPONSIBILITY (REQUIRED): Provide information below for one individual with significant responsibility for managing the legal entity previously listed on this form, such as, an executive officer or senior manager (e.g. Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or Any other individual who regularly performs similar functions.

Individual with significant control fields: Last Name, First Name, M.I., DOB, Address, City, State, Zip, SSN, ID Type, ID #, Exp. Date, Issuing State/Country, Passport Number, Email Address, Phone Number

SECTION III: CERTIFICATION AGREED TO (REQUIRED)

I, (print name), hereby certify, to the best of my knowledge, that the information provided on this form is complete and correct for all accounts. It is further agreed that Westamerica Bank will be immediately notified by the legal entity of any change in such information provided on this form.

Signature X: _____ Printed Name: _____ Date: _____

PRICING PLAN AND PROCESSING CHARGES

Tiered	Interchange & Assessment Pass-Through(IC)*		Enhanced Recovery Reduced (ERR)	ZCP	
	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"/> %	<input type="text"/> \$ 0.	Monthly Minimum Discount Fee	\$ <input type="text"/>	
PIN Debit Fees (IC + Network Fees)**	<input type="text"/> %	<input type="text"/> \$ 0.	***Monthly Pin Debit Access Fee	\$ <input type="text"/>	
Transaction/Batch 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	\$ 0.00 / yr	Equipment Rental Fee	\$ <input type="text"/> / mo
AVS Surcharge	\$ 0.05 / ea	Chargeback Fee	\$ 30.00 / ea	Regulatory Product	\$ 2.85 / mo
Voice Auth	\$ 1.50 / ea	Retrieval Fee	\$ 15.00 / ea	Breach Coverage	\$ 9.95 / mo
Voice AVS	\$ 2.50 / ea	ACH Reject Fee	\$ 25.00 / ea	PCI Compliance	\$ 5.00 / mo
Gateway/Wireless Txn Fee	\$ <input type="text"/> / ea	Gateway Monthly Fee	\$ <input type="text"/> / mo	PCI NON-Compliance	\$ 19.00 / mo
Gateway/Wireless Mnthly Fee	\$ <input type="text"/> / mo	Clover/Wireless Mthly Fee	\$ <input type="text"/> / mo	ZCP Technology Fee	\$ <input type="text"/> / mo
Network/Association Fees	Passthrough / mo	Mastercard Location Fee	\$ 1.75 / mo	Monthly Discount Fee	0.02% % / 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 merchant's 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, 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. 4) Early termination fee of \$295 may apply. See Terms & Conditions. *Merchants will be assessed Card Association Dues & Assessments, additional pass through fees and the Terms & Conditions to the agreement 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.

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"/> %	<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.

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?
2. Does the address match that of the application?
3. Type of Location: Shopping Center/Retail/Restaurant Warehouse Office Residence Shows/Conventions Other:
4. Does Merchant Own Lease Other:
5. Is Merchant located within another Merchant's facility?
6. Is the Merchant's telephone number and address verifiable? (i.e. Yellow Pages)
7. Is the business currently operating? If no, expected opening date:
8. Does the merchant have appropriate and sufficient equipment and inventory consistent with the type of business and projected sales volume?
9. What are the sales and return policies? Are they displayed, written, and available to the consumers? (i.e. "All Sales Final")
10. No. of employees:
11. Previous Processor: Reason for Leaving:

I hereby certify the above information is accurate and I personally recommend this merchant application based on the site inspection

Site Survey was conducted

On Site Survey Telephone Survey

Representative Name Printed

Representative's Signature

Date

AUTHORIZED SIGNER FOR BUSINESS

Merchant certified that all information set forth in this completed Merchant Processing Application (this "Application") and in any other materials submitted by merchant or on its behalf in connection therewith is true, correct and complete and that Merchant has received a copy of the Merchant Processing Agreement Terms and Conditions (including the American Express Acceptance Addendum to Merchant Processing Agreement, if applicable) (this Application together with such Terms and Conditions, and any and all Exhibits, Schedules and Addendums t any of foregoing, all as amended from time to time, the "Merchant Agreement"), which is part of this Merchant Processing Application and by this reference incorporated herein as if fully set forth herein.

Merchant further agrees that Merchant will not accept more than 20% of its card transactions via mail, telephone or Internet order in aggregate. However, if this Application is approved based upon contrary information stated in the Merchant Type/Sales Profile section of this Application, the Merchant is authorized to accept transactions in accordance with the percentages set forth in that section. Merchant authorizes Universal Processing Services of Wisconsin LLC d/b/a Newtek Merchant Solutions ("Newtek") and Westamerica Bank ("Bank") and their agents to investigate the referencs, statements and other data contained herein or in any other materials submitted by Merchant or on its behalf in connection with this Application and to obtain additional information from credit bureaus and other lawful sources, including without limitation persons and companies names in this Application regarding Merchant and any of its affiliates.

Merchant authorizes Newtek and Bank and their affiliates to debit Merchant's designated bank account via Automated Clearing House (ACH) for any and all amounts owed by Merchant under the Merchant Agreement and the costs associated with any equipment hardware, software and shipping procured by or through Newtek or Bank in connection with the services offered to Merchant under the Merchant Agreement.

The person(s) signing this Application on behalf of Merchant below personally authorizes Newtek and Bank and their agents (a) to procure information from any consumer reporting agency such signatory's personal credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living and (b) to contact all of such signatory's previous employers, personal references and educational institutions. It is our policy to obtain certain information in order to verify the signatory's identity while processing the Merchant's account Application.

Merchant further acknowledges and agrees that it will not use its merchant account and/or the services provided by Newtek and/or the Bank under or in connection with the Merchant Agreement 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.

Merchant certifies under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. Merchant agrees to all the terms of the Merchant Agreement, including without limitation the Merchant Processing Agreement Terms and Conditions (which includes the American Express Acceptance Addendum to Merchant Processing Agreement, if applicable). This Merchant Processing Application and Agreement shall not take effect until Merchant has been approved and this Agreement has been accepted by Newtek and Bank.

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 t execute the Merchant Processing Agreement with Bank and Newtek on behalf of the here within named corporation.

Secretary of the Corporation: X | Date:

Personal Guarantee: The undersigned guarantees to Newtek and Bank the performance of all Merchant's obligations under or in connection with the Merchant Agreement (including any addendum thereto), and in the event of breach, hereby waives notice of any such breach and agrees to indemnify Newtek & Bank and any of their affiliates for any losses suffered by any of them in connection with the Merchant Agreement, including payment of all sums due and owing by Merchant under the Merchant Agreement and all costs associated with enforcement of the terms thereof. Newtek and Bank shall not be required to first proceed against 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 death of the undersigned and shall bind the heirs, administrators, representatives and assigns of the undersigned and be enforced by or for the benefit of any successor of Newtek and Bank. The term of this guarantee shall be for so long as Merchant owes any obligations under or in connection with the Merchant Agreement, and the undersigned shall guarantee all obligations of Merchant which may arise or occur in connection with the Merchant Agreement during the term thereof, though enforcement may be sought subsequent to any termination of the Merchant Agreement.

Guarantor: X | Printed Name: X | Date:

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

Application Approved By: | Title: X | Date:

Merchant Initials:

Newtek is a registered ISO/MSP of Westamerica Bank, Santa Rosa, CA.

Rev. 07-2021



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Terminal / POS Systems / Gateways / Software

Merchant DBA:	Merchant #:	Date:
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Frontend:	Omaha	Nashville	North	Buypass	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	\$ _____

REPROGRAMMING

Retail	Grat 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

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