MERCHANT APPLICATION

18312 West Creek Drive
Tinley Park, IL 60477
Phone: 844-729-7624
Fax: 844-729-7624

Please carefully complete the enclosed Application and read the attached Terms and Conditions and other additional forms, as applicable to you, which together make up the Merchant Processing Agreement. **Keep a Copy of the entire Application and the Terms and Conditions for your records**. NPC/Member Bank's acceptance of this Application will be made in a manner authorized in the attached Agreements.

Sales Representative ID Number (9 digit or 16 digit code)

S	3	4	5	9		R	1	6	6						

Bank # or Merchant Association #:

SECTION 1 BUSINESS INFORMATION

Business Legal Name: (Must Match Business Tax Return Name)		Contact Name:	
Business Name (DBA): ☒ Check here if Corporate Headquarters		Email address:	Website:
Business Location Address:		Business Billing Address: (if different from location address)	
City, State, Zip:		City, State, Zip:	
Phone #:	Fax #:	Phone #:	Fax #:

SECTION 2 OWNERSHIP INFORMATION

Ownership: ☐ Sole Prop. ☐ Corporation ☐ Partnership ☐ LLC ☐ Government (Federal/State/Local) ☐ Tax-Exempt Organization (501C)

Owner/Officer/Principal Name:	Title:	DOB:	SSN #:	Federal Tax ID #:
Home Address:	City, State, Zip:			Phone #:

SECTION 3 BUSINESS PROFILE AND ASSUMPTIONS

☐ Ownership or Legal Entity Change	Close NPC Existing MID#:	Close Date Existing MID:	Open Date:	Annual Volume (Visa/MC/DS/AX):	Average Ticket (Visa/MC/DS/AX):	Highest Ticket (Visa/MC/DS/AX):

☐ Add'l. Location 1st Location MID: ☐ Never Accepted Cards ☒ Processor Change - How many processing statements are you including? _____

% Card Present	% Card Not Present	% Card Swipe	% Imprint (Manually Keyed)	% MOTO	% Internet	% B2B	% of International Cards

Type of Goods/ Service Sold: REFUND POLICY (Check One): ☐ No Refund ☐ Refund in 30 days or less ☐ Merchandise exchange only ☐ Other

Seasonal Sales: ☐ Yes ☒ No Active Months: ☐ JAN ☐ FEB ☐ MAR ☐ APR ☐ MAY ☐ JUN ☐ JUL ☐ AUG ☐ SEP ☐ OCT ☐ NOV ☐ DEC

SECTION 4 IMPORTANT DISCLOSURES

Merchant acknowledges receipt of NPC documentation, which includes Merchant Processing Agreement Ver.GEN.0317

IMPORTANT MEMBER BANK 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.

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.

MEMBER BANK:
Fifth Third Bank
c/o Vantiv, Inc.
8500 Governors Hill Drive
Symmes Township, OH
45249
(866) 250-9764

Signature (Signature may be evidenced by facsimile)	Name (please print)	Date
X SIGN HERE		

SECTION 5 PATRIOT ACT AND BACKGROUND AUTHORIZATION

To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.The undersigned entity(ies) and individuals hereby unconditionally authorize NPC and Member Bank or its agents to (i) investigate the information and references contained herein, and to obtain additional information about the Merchant and such individual(s) by pulling credit bureau and criminal background checks on the Merchant and its principals, including obtaining reports from consumer reporting agencies on individuals signing below as an owner or general partner of Merchant, or providing their Social Security Number on the Application (if such individual asks NPC or Member Bank whether or not a consumer report was requested, NPC and/or Member Bank will tell such individual and, if NPC and/or Member Bank received a report, NPC and/or Member Bank will give the individual the name and address of the agency that furnished it) and (ii) update such information periodically throughout the terms of service of the Merchant Agreement. By providing your SSN and signing this Application, you, in your individual capacity, unconditionally authorize NPC and Member Bank to obtain your consumer credit report.

National Processing Company ("NPC"), A Vantiv Company, is a registered ISO/MSP of Fifth Third Bank, 38 Fountain Square Plaza, Cincinnati, OH 45263
Payroc, LLC d/b/a Payroc is a registered ISO/MSP of Fifth Third Bank, 38 Fountain Square Plaza, Cincinnati, OH 45263

Merchant's Business Name (Legal): _____

SECTION 6 COMPLIANCE INFORMATION

Do you (MERCHANT) have a ☒ 3rd party software application/gateway or ☐ POS Terminal | Are you compliant with the Payment Card Industry Data Security Standards? ☐ YES ☒ NO

If yes, identify Security Assessor and certificate number: _____ | Last Certification Date: _____

Have you been notified by Visa, MasterCard or Discover that you have been the victim of a compromise of cardholder data? ☐ YES ☒ NO | If yes, have you completed remediation? ☐ YES ☒ NO

Do you store cardholder data? Paper - ☐ YES ☒ NO Electronic - ☐ YES ☐ NO

Third Party Software/Gateway Vendor Name and Address: | Third Party Software/Gateway Vendor Contact Information:

Version # | Merchant data to which this vendor has access:

Does software store cardholder information? ☐ YES ☒ NO | Is Third Party Software/Gateway PCI DSS and/or PA DSS compliant? ☒ YES ☐ NO

All merchants must comply with the Payment Card Industry Data Security Standard ("PCI DSS"). Merchant is required to maintain the security of card data and to comply with the requirements of the PCI DSS. Merchant must validate its compliance with the PCI DSS and provide NPC with evidence that Merchant (a) has successfully completed a Self Assessment Questionnaire and scan(s), if applicable, and (b) is compliant with the PCI DSS. NPC has created the PCI Program (the "PCI Program") to assist merchants in securing card data and complying with PCI DSS. You are enrolled in the PCI Program and the applicable fees will be assessed in accordance with the terms of the PCI Program. Information on the PCI Program is set forth in Section 15 of the Terms and Conditions and the applicable fees are set forth in Section 11. All gateway or other vendor supplied software must be compliant with the Payment Application Data Security Standard rules ("PA DSS").

SECTION 7 MERCHANT BANK ACCOUNT INFORMATION

In accordance with the terms set out in the Merchant Processing Agreement, funds will be transferred to/from the account as delineated. If nothing is checked, MERCHANT will receive Premium ACH. ACH can be performed by the following entities: Member Bank, NPC or any authorized agent of NPC or any Third Party Service Provider with whom you have contracted. *Subject to special approval **PLEASE SUPPLY VOIDED PREPRINTED CHECK OR BANK LETTER FOR EACH ACCOUNT REQUESTED**

Deposit Time Frame: ☐ Premium ACH ☒ Alternate Funding* Deposit Type: ☒ Combined ☐ By Batch

Any ACCOUNT NUMBER indicated must be a valid account number for handling ACH deposits and withdrawals. If more than one account is indicated, account #1 will be used for Sales.

Routing #1 _____ DDA Account Type: ☒ Checking ☐ Savings

Account #1 _____

Routing #2 _____ DDA Account Type: ☐ Checking ☐ Savings

Account #2 _____ If a second account, this account is used for: ☐ Discount ☐ Fees ☐ Credits ☐ Chargebacks

SECTION 8 CHECK/ ACH SERVICES

If Check Services are selected and by signing Merchant Processing Agreement, Merchant agrees to accept Check Services pursuant to, and to be bound by, the terms and conditions for Check products acceptance as stated in the Merchant Processing Agreement or as provided by Check services provider, SPS-EFT, or other service provider. Member Bank is not providing the Check/ACH Services. Merchant must be approved by NPC and its service provider, SPS-EFT, or by other service provider. ++ For Non-Guarantee checks $10,000 and greater: A premium of 0.10% (ten basis points) will be charged in addition to the discount rate. ^**These fees apply per account.

Check Service	Discount Rate	Transaction Fee	Check Service	Discount Rate	Transaction Fee	Other Check21 Fees
☐ Check Conversion w/Guarantee			☐ Check21 POS - Guarantee ☐ Check21 POS - Non-Guarantee++			Check21 Return Fee^**: $5.00
☐ Check Conversion w/o Guarantee			☐ Check21 Remote - Guarantee ☐ Check21 Remote - Non-Guarantee++			Monthly Check21 Access Fee^**: $5.00
☐ Paper Check w/ Guarantee			☐ Check21 POS Payroll option - *Guarantee*: Discount Rate + 3% premium ☐ Check21 POS Payroll option - *Non-Guarantee*: Discount Rate + 1% premium			☐ Monthly Billing

# of Checks Monthly:	Average Amount:	Largest Check Amount:	Monthly Service Fee^**:	Batch Fee:	Monthly Minimum^**:	Annual Fee^**:	Termination Fee^**:
					$25.00	$59.95	$125.00

SECTION 9 UNLIMITED PERSONAL GUARANTY AND CREDIT INFORMATION AUTHORIZATION

PERSONAL GUARANTEE: In exchange for NPC's and Member Bank's acceptance of this Merchant Agreement, each person signing immediately below this paragraph (each such person, a "Guarantor") is signing this Merchant Agreement as a Guarantor of the Merchant identified on page 1 of the Merchant Agreement. By signing below, each Guarantor (i) accepts and agrees to be bound by the Continuing Unlimited Guaranty provisions starting in Section 11 of the Terms and Conditions, and (ii) acknowledges and confirms that, prior to signing, he or she received and read those Continuing Guaranty provisions. Each Guarantor individually authorizes NPC, Member Bank, and/or either of their representatives to conduct an initial and ongoing comprehensive credit investigation of him or her by utilizing a third-party credit reporting agency and/or to obtain a criminal background check.Guarantor acknowledges receipt of the Merchant Agreement, which is incorporated herein by reference as if fully set forth herein and has reviewed the Continuing Unlimited Guaranty provisions therein.

Authorized Signature of Guarantor: (Do Not Include Title)	Name of Guarantor: (Do Not Include Title)	Social Security #:	Date of Signature:
SIGN HERE			

Merchant's Business Name (Legal): _____

SECTION 10 SCHEDULE OF FEES

APPLICATION TYPE: ☐ Tiered^ ☐ Flat Rate¥ ☐ Interchange+ ☐ Cash Advance

DISCOUNT: ☒ Daily ☐ Monthly

CARD OPTIONS: ☒ All Cards ☐ Other Cards ☐ Debit Card Only

BUSINESS TYPE ☐ Retail ☐ Restaurant ☒ Mail/Telephone Order** ☐ Internet**

SUB BUSINESS TYPE ☐ Retail Key Entered** ☐ DialPay Capture** ☐ MOTO/CardSwipe** ☐ Large Ticket

VISA/MASTERCARD/DISCOVER (V/MC/D) Rate Category	Discount Rate	Transaction Fee
Base	1.25 %	$ 0.10
Mid-Qualified[1] (Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants)	+ %	+ $
Non-Qualified[2]	+ %	+ $
Base Debit NON PIN-Based[3] (Same as V/MC/D Discount Rate if left blank) Regulated Only[6] ☐	%	+ $
☐ **Debit PIN-Based**[4] Monthly Fee $	%	$
Qualified Rewards[5]	%	Same as Visa/MC/ Discover Transaction Fee

AMERICAN EXPRESS Rate Category*	Discount Rate	Transaction Fee
Base	1.25 %	$ 0.10
Mid-Qualified[1]	+ %	+ $
Non-Qualified[2]	+ %	+ $

	Quantity	Setup Fee	Monthly Hosting Fee	Transaction Fee
☐ **Wireless Service**[3]		$	$	+$
☐ **Internet Services/ Micros**[3]		$	$	+$

Transaction fees are charged for all transaction authorization attempts. [1]Added to Base discount rate and transaction fee. [2]Added to applicable Mid-Qualified discount rate and transaction fee. [3]Transaction fee is in addition to the applicable Base, Mid-Qualified, or Non-Qualified transaction fee, regardless of transaction qualification. [4]Debit Network Interchange, sponsorship,switch and gateway fees, and any miscellaneous fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures. [5]Same as Mid-Qualified discount rate if left blank for the applicable Reward categories collected by NPC (Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants).

^TIERED MERCHANTS ONLY - Commercial Card transactions that do not meet the requirements to qualify for preferred rates will be assessed an additional fee of 0.50% (0.0050) on such sales volume. [6]Regulated applies to all Base NON PIN debit transactions from issuers that are not exempt pursuant to 12 CFR Part 235. NON PIN debit transactions from exempt issuers will fall under the Base V/MC/D discount rate. If a rate is identified but the Regulated Only box is not checked, then this rate applies to all Base NON PIN debit transactions. **If the Retail Key Entered/MOTO/Internet/ DialPay Business Type is selected, Rewards cards will be charged discount rates plus 0.11% (0.0011) on all transactions. NPC's processing fees and Card Brand interchange fees are included in the discount rate. All other Card Brand fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures.

+ INTERCHANGE MERCHANTS ONLY- CARD ORGANIZATION FEES:
Visa, MasterCard and Discover Interchange fees, assessments and other fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures.

¥ FLAT RATE MERCHANTS ONLY - CARD ORGANIZATION FEES:
All fees are included in discount rate and transaction fee above except fees related to International transactions. Does not apply to American Express.

***AMERICAN EXPRESS** - Existing American Express Number ☐ YES ☒ NO If Yes, Existing American Express Account Number: _____

Annual Estimated or Actual American Express Volume <$1,000,000.00 ☐ YES ☒ NO If No, Merchant is not eligible for the American Express Program.

☐ By checking this box, Merchant elects to opt out of the American Express Program

☐ By checking this box, Merchant elects to opt out of receiving American Express Marketing Materials.

SECTION 11 OCCURRENCE FEES

On File Fee	$10.00 /month	Retrieval/Chargeback	$15.00 /each	Paper Statement	☐ Yes ☒ No /month
Batch Fee††	$0.10 /each	Minimum Bill	$25.00 /month	Advantage Buyer Program[3]	☐ /month
Voice Auth/DialPay	$0.95 /each	Early Deconversion Fee[1]	$375.00 /each	PCI Fee	☐ $90.00 /year OR ☐ $165.00 /year
ACH/DBA Change Fee	$25.00 /each	Card Brand Usage Fee (NABU)[2]	$0.06 /each		☒ $7.50 /month OR ☐ $13.75 /month

Annual Fee $99.00 Charged in Month of June

1099-K Reporting is provided at No Charge

Regulatory Accounting Assistance Program (RAAP) Fee[4] $90.00 Charged Annually Month of March

Return ACH(s) are subject to a $25.00 fee for each occurrence. [1]The initial term of the Merchant Agreement is 3 years and automatically renews for additional 2-year periods. If this Agreement is terminated prior to the expiration of the initial term or any renewal term, you will be subject to an Early Deconversion Fee ("EDF") in accordance with the terms of Section 7.B. of the Terms and Conditions. If limited by state law, these fees may be modified in accordance with Section 7.B. of the Terms and Conditions. [2]The Card Brand Usage Fee (NABU) includes the MasterCard Network Assessment and Brand Usage Fee, the Visa Acquirer Processing Fee, and the Visa Base II Transaction Fee and applies to Tiered Merchants Only. ††Same as V/MC/D base transaction fee if left blank; if base V/MC/D transaction fee is left blank, the fee is $0.30. [3]See Schedule I of the Terms and Conditions for additional information. [4]See Section 13 of the Terms and Conditions for additional information.

SECTION 12 MERCHANT ACKNOWLEDGEMENTS AND SIGNATURE

Merchant agrees to and accepts the terms and conditions set forth in this Application and the Terms and Conditions which are incorporated herein by reference (**GEN.0317**) as if fully set forth herein (collectively, the "Merchant Agreement") and acknowledges receipt of all parts of the Merchant Agreement. Merchant acknowledges that no handwritten changes have been made to the printed text of the Merchant Agreement and that the parties may produce and rely on a copy or electronically stored image of the Merchant Agreement for all legal purposes. Merchant represents, warrants and certifies to NPC and Member Bank that it has reviewed all 4 pages of this Application, that all information provided herein is true, correct and complete and that NPC and Member Bank may rely on the information contained in this Application, without further investigation, for all purposes. Merchant acknowledges and agrees that NPC and Member Bank are in no way responsible or liable for the actions, inactions, performance or lack of performance of any third party provider or independent sales representative. Merchant represents that it has chosen for itself any services, equipment or third party selected in connection with the Merchant Agreement, and it has not relied on any promises, representations, warranties, or covenants of the independent sales representative, NPC or others. Merchant acknowledges and agrees that the Merchant Agreement shall not be altered by any prior, contemporaneous or subsequent oral representations made by any party. Merchant further authorizes the release of Merchant information in accordance with the provisions of Section 10 of the Terms and Conditions. If Merchant does not want to participate in the American Express Program, the applicable Opt Out Box has been marked.

IN WITNESS WHEREOF Merchant has caused this Agreement to be executed by its duly authorized representative effective in accordance with the terms of the Terms and Conditions . The Agreement shall be binding upon Merchant upon the earlier of Merchant's execution below or Merchant's first processed electronic transaction.

MERCHANT

Signature (Signature may be evidenced by facsimile)	Name (please print)	Date
X SIGN HERE		

Merchant's Business Name (Legal): _____

SECTION 13 EQUIPMENT SETUP

PROVIDER CODE: **NPC** = NPC to ship equipment **SOF =** Sales office to ship equipment **MER =** Merchant Owned

TERMINAL	QTY	PROVIDER CODE	PRINTER	PROVIDER CODE	PIN PAD		PROVIDER CODE
Vantiv Var	1	SOF				☐ NEW ☐ EXCHANGE	
						☐ NEW ☐ EXCHANGE	
						☐ NEW ☐ EXCHANGE	

Other:	Provider Code:	Other:	Provider Code:	Other:	Provider Code:

EQUIPMENT SOFTWARE INFORMATION	SOFTWARE NAME	PUBLISHER	VERSION

EQUIPMENT OPTIONS **THE DEFAULT SELECTION WILL BE APPLIED FOR ANY OPTION NOT SELECTED BELOW**

☐ **RETAIL / MOTO**

AVS ☐ YES ☐ NO
Last 4-Digits ☐ YES ☐ NO
CVV 2 ☐ YES ☐ NO
Purchase Card/Level 2 ☐ YES ☐ NO
Invoice # Prompt ☐ YES ☐ NO
PBX Code ☐ 8 ☐ 9
Multi Merchant ☐ YES ☐ NO
First Merchant MID _____

Auto-Close++ ☐ YES ☐ NO
TIME _____
Store N Forward ☐ YES ☐ NO
Pre-dial ☐ YES ☐ NO
Cash Back ☐ YES ☐ NO
Debit Cash Bank Max Amount _____

++ Auto-Close Time for Alternate Funding needs to be no later than 7:30 p.m. CST

☐ **RESTAURANT**

Tips ☐ YES ☐ NO
Servers ☐ YES ☐ NO
Tables ☐ YES ☐ NO
Bar Tab ☐ YES ☐ NO
Suggested Tip ☐ YES ☐ NO

☐ **FAST PAY (FPS)**

☐ Both receipts signature line
☐ Both receipts NO signature line
☐ NO receipts under $25.00

☐ **CASH ADVANCE**

☐ **LODGING**

FUEL ☐ YES ☐ NO

PASSWORD

All ☐ YES ☐ NO
Void ☐ YES ☐ NO
Return ☐ YES ☐ NO
Settlement ☐ YES ☐ NO
Other _____

Custom Header / Footer:

Wireless ID:

Comments:

EQUIPMENT SHIPPING INSTRUCTIONS **Required *ONLY* if ordered through NPC - Default shipping options (indicated by *) will be applied for any option not selected below**

Ship To: ☐ Merchant Location * ☐ ISO Location ☐ Other

☐ 1-3 Day ☐ Over Night Priority * ☐ Ground ☐ Saturday

Attn:

Address:

Payment For Equipment Will Be:
☐ Lease ☐ Check ☐ Cash ☐ Visa ☐ MC
☐ Discover ☐ Amex ☐ 30 Day (Bill Group)

City: State: Zip: Phone #:

☐ Special Instructions:

NPC TO REPROGRAM/TRAIN MERCHANT? ☐ YES ☒ NO

NPC TO SHIP WELCOME KIT? ☐ YES ☒ NO

WELCOME KIT SHIPPING INSTRUCTIONS **Required if welcome kit is shipping to separate address from above**

Ship To: ☐ Merchant Location * ☐ ISO Location ☐ Other Attn: Phone #:

Address: City: State: Zip:

SECTION 14 SITE INSPECTION INFORMATION

I represent and warrant that the information set forth in the application is true and accurate to the best of my knowledge. In addition, I hereby certify that (check which applies):

☒ I have physically inspected the business premises of the merchant at this address, personally confirmed the identity of the person listed in the Owner/Officer Information Section, and witnessed their signing of the Agreement.

☐ An NPC approved third party site inspection vendor will supply inspection within 15 days of my signature below or I have informed NPC that a site inspection is needed.

☐ I have not physically inspected the business premises of the Merchant; but have verified the validity of the business using outside sources and confirmed the identity of the person listed under the Owner/Officer Information Section.

If Fulfillment House is used, please complete the following:

Business/Inventory/Shipments:

Does business appear as represented? ☐ YES ☒ NO
Is business open and operating? ☐ YES ☒ NO
Is inventory sufficient for business type? ☐ YES ☒ NO
Are goods and services delivered at the time of sale? ☐ YES ☒ NO
Goods and services charged to credit card on ☒ Order ☒ Shipment
Are good and services delivered ☐ Digitally ☐ Physically ☒ Both
If goods are shipped, is a Fulfillment House used? ☐ YES ☐ NO

Fulfillment House Name and Address:

Fulfillment House Contact Information:

Is Fulfillment House PCI DSS Compliant? ☐ YES ☐ NO

% of shipments by this vendor

Location Type: ☐ Retail Store Front ☒ Office Building ☐ Residence ☐ Industrial Building ☐ Trade Show

Sales Organization:	**Sales Rep Signature:**	**Application Date:**