

**MERCHANT PROCESSING APPLICATION AND AGREEMENT**

Relationship PRIORITY MX Association \_\_\_\_\_  
Sales Rep Name \_\_\_\_\_ Application Date \_\_\_\_\_

**1. GENERAL INFORMATION 2. BUSINESS LOCATION INFORMATION 3. BUSINESS STRUCTURE**

Client's Business Name (Doing Business As)			Client's Corporate/Legal Name (Must match IRS income tax filing)		
Location Address			Corporate Address (If Different Than Location)		
City	State	Zip	City	State	Zip
Location Phone		Location Fax	Contact Name		Contact Phone
Customer Service Phone		Prior Security Breach? Yes _____ No _____		Business Email	D&B#
Business Website Address			Fed Tax ID # (Must match IRS income tax filing)		Tax Type
Multiple locations? _____ Yes _____ No _____ if Yes, enter # of locations _____ Additional location to existing MID _____			Tax Filing Name		
Send retrieval/chargeback requests to _____ Corporate Address _____ Location Address			Date Business Started		Length Current Ownership
Send monthly merchant statements to _____ Corporate Address _____ Location Address _____ Do Not Mail					
_____ Sole Prop _____ Partnership _____ LLC/LLP _____ C Corp _____ S Corp _____ Govt. (Local/State/Federal) _____ 501c/Tax Ex. State Filing: _____					

I certify that I am a foreign entity / nonresident alien.  
(If checked, please attach IRS Form W-8.)

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.3 of your Program Terms and Conditions (Program Guide) for further information.)

**4. OWNERS/PARTNERS/OFFICERS All Owners with up to 25% or more ownership with significant responsibility managing the legal entity must be added. 5. TRADE REFERENCE**

OWNER/PARTNER/OFFICER 1		OWNER/PARTNER/OFFICER 2		TRADE REFERENCE	
Name		Name		Business Name	
Title	% Ownership	Title	% Ownership	Business Address	
Home Address		Home Address		City	State Zip
City	State Zip	City	State Zip	Contact	
Telephone		Telephone		Telephone	
Social Security #	Date of Birth	Social Security #	Date of Birth	Account #	
Email Address		Email Address			
Prior Bankruptcies? _____ Yes _____ No _____ Business and/or _____ Personal Date Discharged: _____					

**6. NATURE OF BUSINESS 7. TRANSACTION INFORMATION (see Section 9 American Express)**

Business Type: _____ Retail _____ Restaurant _____ Mail/Telephone Order _____ Internet _____ Lodging _____ Supermarket _____ Government _____ Petroleum _____ Utilities _____ Healthcare _____ Education _____ QSR _____ Charity/Non Profit _____ B2B _____ Other					
Requested Monthly Payment Card Volume		Card Present Swiped _____ %		Sales to Consumers _____ %	
Requested Average Payment Card Ticket		Card Present Not Swiped _____ %		Sales to Business _____ %	
Requested Highest Payment Card Ticket		MOTO _____ %		Sales to Govt. _____ %	
Seasonal Merchant? _____ Yes _____ No (circle open months if yes) J F M A M J J A S O N D		Internet (Ecommerce) _____ %		Days to Delivery _____	
		Previous Processor			
		Reason For Leaving			
Description of products or services sold					
Describe your return policy					

**8. BANKING ACCOUNT INFORMATION**

Deposit Bank Name		Routing#	Account#	ACH Method:	
Bank Address Location		Bank Phone	_____ Checking _____ Savings	_____ Combined _____ Individual	

**9. SERVICE ACCEPTANCE AND FEE SCHEDULE**

Select all card types you wish to accept (See Section 1.9 of the Program Terms and Conditions (Program Guide) for details regarding limited acceptance)

<input type="checkbox"/> Visa Credit	<input type="checkbox"/> Visa Non-PIN Debit	<input type="checkbox"/> MasterCard Credit	<input type="checkbox"/> MasterCard Non-PIN Debit	<input type="checkbox"/> Discover Network	<input type="checkbox"/> American Express Credit	<input type="checkbox"/> PIN Debit
--------------------------------------	---	--	---	---	--	------------------------------------

<p><b>Select VI/MC/Discover Network Discount Plan:</b> (Based on Gross Sales Volume)</p> <p><input type="checkbox"/> Tiered Basic                      <input type="checkbox"/> Flat Rate</p> <p><input type="checkbox"/> Pass Through I/C                      <input type="checkbox"/> Enhanced Recover Reduction (ERR)</p> <p><b>Select PinDebit Discount Plan:</b></p> <p><input type="checkbox"/> Pin Debit Network Fee Pass-through + <input type="checkbox"/> % Markup</p>	<p><b>Discount Payment Method:</b> <input type="checkbox"/> Daily                      <input type="checkbox"/> Monthly</p> <p><b>Assessments:</b> <input type="checkbox"/> Included                      <input type="checkbox"/> Bill Separately (If Pass Through I/C - Assessments <b>MUST</b> Bill Separately)</p> <p><b>Brand Fees:</b> <input type="checkbox"/> Included                      <input type="checkbox"/> Bill Separately (If Pass Through I/C - Brand Fees <b>MUST</b> Bill Separately)</p>
---	---

**Discount Fees**

QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)	QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)	QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)
<b>MasterCard</b>			<b>Visa</b>			<b>Discover Network</b>		
Credit Qual			Credit Qual			Credit Qual		
Credit Mid-Qual			Credit Mid-Qual			Credit Mid-Qual		
Credit Non-Qual			Credit Non-Qual			Credit Non-Qual		
CheckCard Qual			CheckCard Qual			CheckCard Qual		
CheckCard Mid-Qual			CheckCard Mid-Qual			CheckCard Mid-Qual		
CheckCard Non-Qual			CheckCard Non-Qual			CheckCard Non-Qual		
Credit Pass Through IC			Credit Pass Through IC			Credit Pass Through IC		
CheckCard Pass Through IC			CheckCard Pass Through IC			CheckCard Pass Through IC		
ERR			ERR			ERR		

Voyager All applicable Association fees will be passed through to the merchant at the applicable costs assigned by the Association. Fees include, but are not limited to, Visa's APF, Misuse of Authorization Fee, Zero Floor Limit Fee, Acquirer ISA Fee, and MasterCard's NABU Fee, Acquirer Support Fee, Cross Border Fee, and Discover IPF, ISF, Data Usage fee, Amex Net Work Fee et al.

**American Express**

<b>OptBlue<sup>SM</sup></b>			<b>Amex Direct</b>		
QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)	<p><b>OptBlue<sup>SM</sup> Monthly Card Volume</b> _____</p> <p><b>OptBlue<sup>SM</sup> Average Card Ticket</b> _____</p> <p><b>OptBlue<sup>SM</sup> Highest Card Ticket</b> _____</p> <p><b>SE #</b> _____</p> <p><b>Select OptBlue<sup>SM</sup> Discount Plan:</b></p> <p><input type="checkbox"/> Tiered Basic                      <input type="checkbox"/> Flat Rate</p> <p><input type="checkbox"/> Pass Through I/C</p> <p><input type="checkbox"/> Enhanced Recover Reduction (ERR)</p>		
Credit Qual			<p><input type="checkbox"/> Order New                      <input type="checkbox"/> Use Existing</p> <p><b>CAP #</b> _____</p> <p><b>Existing SE #</b> _____</p> <p>Monthly flat fee of \$7.95 or Discount Rate may apply</p>		
Credit Mid-Qual					
Credit Non-Qual					
Credit Pass Through IC					
ERR					

Fee applies to all American Express Programs.  
 \*\*0.30% downgrade will be charged by American Express for transactions whenever a CNP or Card Not Present Charge occurs. CNP means a Charge for which the Card is not presented at the point of purchase (e.g., Charges by mail, telephone, fax or the Internet). Note: The CNP Fee is applicable to transactions made on all American Express Cards, including Prepaid Cards.  
 An Inbound fee of 0.40% will be applied on any Charge made using a Card, including Prepaid Cards, that was issued outside the United States (as used herein, the United States does not include Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions). This fee is applicable to all industries listed in Appendix B, except Education in the following categories: Sporting & Recreation Camps (MCC 7032), Elementary & Secondary Schools (MCC 8211), Colleges, Universities, Professional Schools (MCC 8220), and Child Care Services (MCC 8351).

**Authorization Fees**

Visa/MC/Discover Network _____ Amex/Fleet/Other _____ Pin Debit Authorization _____ EBT Authorization _____	Electronic AVS _____ Voice Authorization _____ Voice AVS _____
--	--

**Monthly Fees**

Monthly Minimum _____ Wireless Fee _____ PIN Debit Fee _____ Industry Non-Compliance Up to \$24.95	Industry Compliance _____ Monthly Service Fee _____ Misc Monthly Fee _____ (if applicable per Section 4.8 of the Merchant Program Terms and Conditions (Program Guide))
---	--

**Miscellaneous Fees**

Sales Transaction Fee _____ (per item) Return Transaction Fee _____ (per item) Batch Fee _____ (per item) ACH Reject Fee _____ (per occurrence)	Chargeback Fee _____ (per occurrence) Retrieval Fee _____ (per occurrence) Annual Fee _____ Annual Fee Bill Month _____
--	--

**MX Merchant Fees**

MX Merchant Monthly Fee _____ MX Merchant Plan _____ Reporting _____ Basic _____ Plus _____ Premium _____ Enterprise _____ MX Gateway Transaction Fee _____ Bill to _____ Statement _____ Separate _____
---

In the event that this Agreement is terminated early, Merchant will be responsible for the payment of a \_\_\_\_\_ early termination fee in accordance with Part IV, Section A.3 of the Merchant Program Terms and Conditions (Program Guide).

**10. OTHER CARD TYPES**

Accept EBT <span style="float:right">___ Yes ___ No</span> Accept EBT Cash Benefit <span style="float:right">___ Yes ___ No</span>	Order Voyager <span style="float:right">___ Yes ___ No</span> Order Wright Express <span style="float:right">___ Yes ___ No</span> <small>(Must attach Wright Express application and Debranding letter with app copy)</small>	Order ACH/Check Services <span style="float:right">___ Yes ___ No</span> <small>(Must attach addendum with app copy)</small> Order Gift Card <span style="float:right">___ Yes ___ No</span> <small>(Must attach addendum with app copy)</small>
---	--	---

**11a. EQUIPMENT / PROCESSING METHOD**

Application Type    Retail     Retail w/ Tip     MOTO     Restaurant w/ Tip     Quick Serve Restaurant (no tip)     Hotel     Auto Rental

Terminal Features	Yes	No	Purchasing Card	Yes	No	Invoice/Purchase Order #	Yes	No
Fraud Check (last 4-digits)	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
AVS + CVV2	<input type="checkbox"/>	<input type="checkbox"/>	Server/Clerk #	<input type="checkbox"/>	<input type="checkbox"/>	Auto Close    Y <input type="checkbox"/> N <input type="checkbox"/>	If yes, time? _____	

IP Connection?    Yes     No     If yes, Terminal Serial \_\_\_\_\_    Special Requests (Multi-Mid, Dial 9, etc): \_\_\_\_\_

Wireless?    Yes     No     Wireless Info: MAN/Serial \_\_\_\_\_    SIM Card Number \_\_\_\_\_

TYPE OF EQUIPMENT	PRODUCT NAME	QUANTITY	DEPLOYMENT
Terminal <input type="checkbox"/> Pinpad <input type="checkbox"/> Printer <input type="checkbox"/> VAR* <input type="checkbox"/>			Existing <input type="checkbox"/> Agent <input type="checkbox"/> New Order (attach order form) <input type="checkbox"/>
Terminal <input type="checkbox"/> Pinpad <input type="checkbox"/> Printer <input type="checkbox"/> VAR* <input type="checkbox"/>			Existing <input type="checkbox"/> Agent <input type="checkbox"/> New Order (attach order form) <input type="checkbox"/>
Terminal <input type="checkbox"/> Pinpad <input type="checkbox"/> Printer <input type="checkbox"/> VAR* <input type="checkbox"/>			Existing <input type="checkbox"/> Agent <input type="checkbox"/> New Order (attach order form) <input type="checkbox"/>
Terminal <input type="checkbox"/> Pinpad <input type="checkbox"/> Printer <input type="checkbox"/> VAR* <input type="checkbox"/>			Existing <input type="checkbox"/> Agent <input type="checkbox"/> New Order (attach order form) <input type="checkbox"/>

**\*Manufacturer/product/version of PC/Internet Software** \_\_\_\_\_

Do you use any third party to store, process, or transmit cardholder data? \_\_\_ Yes \_\_\_ No

If yes, give name/address: \_\_\_\_\_

**ORDER LEASE** \_\_\_\_\_    Lease Company \_\_\_\_\_    Lease Term \_\_\_\_\_ Mos.    Annual Tax Handling Fee **\$10.20**

Total Monthly Lease Charge \_\_\_\_\_ w/o taxes, lates fees, or other charges that may apply - See Lease Agreement for details.

This is a NON-CANCELLABLE lease for the full term indicated Client's initials: \_\_\_\_\_

**11b. CARD NOT PRESENT INFORMATION**

**If you process more than 30% of your bankcard transactions, or volume, without swiping and/or examining the credit card, please complete this section and provide the information requested.**

1. Please submit your Product catalog; brochures; promotional materials; a current price list; and a copy of your service agreement with card holder if applicable. If on the Internet, please include screen-prints of your website address if your site is not yet active.

2. If Internet, please check your type of business:

\_\_\_ Web Hosting    \_\_\_ Domain Registration    \_\_\_ Web page Design    \_\_\_ Auction    \_\_\_ Internet Service Gateway

\_\_\_ Selling Digital Service    \_\_\_ Advertisement    \_\_\_ Selling Hard Goods    \_\_\_ Other: \_\_\_\_\_

If using the Internet, list encryption method, vendor, and controls used to secure transaction information

\_\_\_\_\_

3. How will the product be advertised or promoted? \_\_\_\_\_

4. Billing Methods: (Check all that apply)

\_\_\_ Monthly - \_\_\_\_\_ %    \_\_\_ Yearly - \_\_\_\_\_ %    \_\_\_ Quarterly - \_\_\_\_\_ %    \_\_\_ One Time - \_\_\_\_\_ %    \_\_\_ Hourly - \_\_\_\_\_ %

5. List the name(s) and address(es) of the vendor(s) from which supplies are purchased.

\_\_\_\_\_

6. Who performs product/service fulfillment? If direct from vendor, please provide Vendor Name, address and phone number in full:

\_\_\_\_\_

7. Please describe how a sale takes place from beginning of order until completion of fulfillment:

\_\_\_\_\_

I have personally conducted a Site Inspection for this merchant, visually inspected the merchant's inventory (if applicable), verified the merchant's payment application is PABP (Payment Application Best Practices) validated (if applicable), and represent that the information in this merchant application is accurate, as to the best of my knowledge. I am subject to criminal penalties and/or financial losses for false or misleading information.

Sales Agent Name (printed) \_\_\_\_\_ Signature X \_\_\_\_\_

12b. Annotation

Blank space for annotation.

13. SIGNATURES

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Terms and Conditions (Program Guide) (Version PPS2011) and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-13) and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Section 7, Transaction Information section and Section 9, American Express above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the Equipment Lease Agreement appearing in the Third Party Section of the Program Terms and Conditions (Program Guide), if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement. Client authorizes PRIORITY PAYMENT SYSTEMS ("PRIORITY") and Wells Fargo Bank, N.A. ("BANK") and their respective agents to investigate the references, statements and other data contained herein and to obtain additional information from credit bureaus and other lawful sources, including persons and companies names in this Merchant Processing Application. Client authorizes PRIORITY and BANK and their respective agents (a) to procure information from any consumer reporting agency bearing his/her personal credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, and (b) to contact all previous employers, personal references and educational institutions. Each of the undersigned also authorizes us and our Affiliates to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received from all references, including banks and consumer reporting agencies. It is our policy to obtain certain information in order to verify your identity while processing your account application. If the Application is approved, each of the undersigned also authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Client authorizes PRIORITY and BANK and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with the equipment hardware, software and shipping.

You further acknowledge and agree that you will not use your merchant account and/or the Services 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, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by PRIORITY and BANK.

Client's Business Principal / Officer

Signature:
Title:
Print Name:
Date:

Signature X \_\_\_\_\_ Title \_\_\_\_\_

Print Name of Signer \_\_\_\_\_ Date \_\_\_\_\_

Personal Guarantee: In exchange for PRIORITY and Wells Fargo Bank, N.A. (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the Equipment Lease Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Personal Guarantee
Signature:
Print Name:
Date:

Personal Guarantee
Signature X \_\_\_\_\_ Print Name: \_\_\_\_\_ Date \_\_\_\_\_

Accepted By
Priority Payment Systems, LLC
P.O. BOX 246, Alpharetta, GA 30009-0246

Wells Fargo Bank, NA,
P.O Box 6079 Concord, CA 94524

Signature X \_\_\_\_\_ Signature X \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**PROCESSOR  
INFORMATION:**Name: Priority Payment SystemsAddress: P.O. Box 246, Alpharetta, GA 30009-0246URL: www.prioritypaymentsystems.com/manuals/PPS2011programguide.pdfCustomer Service #: 1-800-935-5961

Please read the Program Terms and Conditions (Program Guide) in its entirety. It describes the terms under which we will provide merchant processing Services to you. From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

1. **Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by MasterCard, Visa and Discover. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 19 of the Program Terms and Conditions (Program Guide).
2. **We may debit your bank account** (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.
3. **There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks see Section 10 of Card Processing Operating Guide.
4. **If you dispute any charge or funding,** you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 21, 28.7, 31.3, and 33.10 of the Card General Terms.
6. **We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 24, Term; Events of Default and Section 25, Reserve Account; Security Interest), under certain circumstances.
7. **By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement prior to the expiration of your initial three (3) year term, you will be responsible for the payment of an early termination fee as set forth in Part IV, A.3 under "Additional Fee Information".
9. **If you lease equipment from Processor,** it is important that you review Section 1 in Third Party Agreements. Bank is not a party to this Agreement. **THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED.**
10. **For questions regarding your Merchant Processing Application and Agreement, please contact Customer Service at 1-855-813-5293, and / or refer to Important Phone Numbers on the Additional Important Information Page., Part IV, Section A.5.**

**11. Card Organization Disclosure****Visa and MasterCard Member Bank Information: Wells Fargo Bank N.A.**

The Bank's mailing address is Wells Fargo Bank, N.A., P.O. Box 6079 Concord, CA 94524 and 1. 844.284.6834

**Important Member Bank Responsibilities:**

- a) The Bank is the only entity approved to extend acceptance of Visa and MasterCard products directly to a merchant.
- b) The Bank must be a principal (signer) to the Agreement.
- c) 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.
- d) The Bank is responsible for and must provide settlement funds to the merchant.
- e) The Bank is responsible for all funds held in reserve that are derived from settlement.
- f) The Bank is the ultimate authority should a merchant have any problems with Visa or MasterCard products (however, Processor also will assist you with any such problems).

**Important Merchant Responsibilities:**

- a) Ensure compliance with Cardholder data security and storage requirements
- b) Maintain fraud and Chargebacks below Card Organization thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Card Organization Rules and applicable law and regulations.
- e) Retain a signed copy of this Disclosure Page.
- f) You may download "Visa Regulations" from Visa's website at: [http://usa.visa.com/merchants/operations/op\\_regulations.html](http://usa.visa.com/merchants/operations/op_regulations.html)
- g) You may download "MasterCard Regulations" from MasterCard's website at: <http://www.mastercard.com/us/merchant/support/rules.html>

Print Client's Business Legal Name: \_\_\_\_\_

By its signature below, Client acknowledges that it has received (either in person, by facsimile, or by electronic transmission) the Merchant Processing Application, Program Terms and Conditions (Program Guide) [version 2011]. Including this Confirmation Page and the applicable Third Party Agreement(s).

Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions (Program Guide). Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

Client understands that a copy of the Program Terms and Conditions (Program Guide) is also available for downloading from the Internet at:

[www.prioritypaymentsystems.com/manuals/PPS2011programguide.pdf](http://www.prioritypaymentsystems.com/manuals/PPS2011programguide.pdf)

**NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM TERMS AND CONDITIONS (PROGRAM GUIDE) WILL BE ACCEPTED.**

**Client's Business Principal:****Signature** (Please sign below) :

X \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Please Print Name of Signer \_\_\_\_\_

**Merchant Beneficial Ownership and Management Information Certification:** The following information and certifications concerning beneficial ownership, and the identification of beneficial owner(s), of the Merchant identified in the Merchant Application referenced below, must be provided for the Merchant if a legal entity (legal entity includes a corporation, limited liability company or other entity that is formed by filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States). (This form need not be used for a Merchant identified in the Merchant Application as a "sole proprietor" or "sole proprietorship", provided the prescribed forms of Merchant Application including any Patriot Act/customer identification forms and taxpayer identification/withholding forms included therein or prescribed for use therewith reflect such sole proprietorship status and are completed and executed by such sole proprietor and the Processor's representative.) The beneficial ownership/management information and certification in this form is in addition to, not a substitute for, the information and certifications regarding the Merchant legal entity required elsewhere in the prescribed form of Merchant Application including any other Patriot Act/customer identification forms and taxpayer identification/withholding forms included therein or prescribed for use therewith. **Notice: 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, 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. In some instances we may use outside sources to confirm the information.** Priority Payment System's privacy policy can be found at [www.prioritypaymentsystems.com](http://www.prioritypaymentsystems.com).

**Section 1: Merchant Application Information (Must match information in Merchant Application):** Date Application Signed (by Authorized Signer named below): \_\_\_\_\_

Merchant Legal Name: \_\_\_\_\_ Merchant Federal Tax ID (as it appears on income tax return): \_\_\_\_\_ Merchant State of formation/Incorporation: \_\_\_\_\_  
 Merchant Address: \_\_\_\_\_ Merchant Entity Type \_\_\_\_\_

**Section 2: Beneficial Ownership and Management Information.** Provide the information below on each individual who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25% or more of the equity interests of the Merchant legal entity identified above. If the total ownership of those individuals does not exceed 50% of the equity interests of the Merchant, provide the information below on additional beneficial owners so that the total ownership interests of individuals for which information is provided below exceeds 50%. (Use extra copies if needed.) Information must be provided for one individual with significant responsibility for managing the legal entity listed in Section 1, a "Control Prong". Examples of a Control Prong include, but are not limited to: Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President or Treasurer. If no other Beneficial Owner identified below is identified in the right column as the Control Prong, the Control Prong section below must be completed.

<b>Beneficial Owner Legal Name</b>	<b>Title</b>	<b>% of Legal Entity Ownership: _____%</b>	
Individual's Home (Street) Address (No P.O. Box)	City, State, Zip	Date of Birth	
Individual has a Social Security Number or Individual Taxpayer Identification Number issued by US Government? <input type="checkbox"/> Yes <input type="checkbox"/> No	Social Security No. (SSN)/Individual Taxpayer Identification No. (ITIN):	Control Prong? <input type="checkbox"/> Yes	
ID Type:* <input type="checkbox"/> Driver's License <input type="checkbox"/> Other State photo ID showing residence <input type="checkbox"/> Passport <input type="checkbox"/> Resident Alien ID <input type="checkbox"/> Other ID± _____	State/Country of Issuance	Date Issued	Expiration Date
<b>Beneficial Owner Legal Name</b>	<b>Title</b>	<b>% of Legal Entity Ownership: _____%</b>	
Individual's Home (Street) Address (No P.O. Box)	City, State, Zip	Date of Birth	
Individual has a Social Security Number or Individual Taxpayer Identification Number issued by US Government? <input type="checkbox"/> Yes <input type="checkbox"/> No	Social Security No. (SSN)/Individual Taxpayer Identification No. (ITIN):	Control Prong? <input type="checkbox"/> Yes	
ID Type:* <input type="checkbox"/> Driver's License <input type="checkbox"/> Other State photo ID showing residence <input type="checkbox"/> Passport <input type="checkbox"/> Resident Alien ID <input type="checkbox"/> Other ID± _____	State/Country of Issuance	Date Issued	Expiration Date
<b>Beneficial Owner Legal Name</b>	<b>Title</b>	<b>% of Legal Entity Ownership: _____%</b>	
Individual's Home (Street) Address (No P.O. Box)	City, State, Zip	Date of Birth	
Individual has a Social Security Number or Individual Taxpayer Identification Number issued by US Government? <input type="checkbox"/> Yes <input type="checkbox"/> No	Social Security No. (SSN)/Individual Taxpayer Identification No. (ITIN):	Control Prong? <input type="checkbox"/> Yes	
ID Type:* <input type="checkbox"/> Driver's License <input type="checkbox"/> Other State photo ID showing residence <input type="checkbox"/> Passport <input type="checkbox"/> Resident Alien ID <input type="checkbox"/> Other ID± _____	State/Country of Issuance	Date Issued	Expiration Date
<b>Beneficial Owner Legal Name</b>	<b>Title</b>	<b>% of Legal Entity Ownership: _____%</b>	
Individual's Home (Street) Address (No P.O. Box)	City, State, Zip	Date of Birth	
Individual has a Social Security Number or Individual Taxpayer Identification Number issued by US Government? <input type="checkbox"/> Yes <input type="checkbox"/> No	Social Security No. (SSN)/Individual Taxpayer Identification No. (ITIN):	Control Prong? <input type="checkbox"/> Yes	
ID Type:* <input type="checkbox"/> Driver's License <input type="checkbox"/> Other State photo ID showing residence <input type="checkbox"/> Passport <input type="checkbox"/> Resident Alien ID <input type="checkbox"/> Other ID± _____	State/Country of Issuance	Date Issued	Expiration Date
<input type="checkbox"/> <b>Control Prong (and/or additional Beneficial Owner) Legal Name</b>	<b>Title</b>	<b>% of Legal Entity Ownership: _____%</b>	
Individual's Home (Street) Address (No P.O. Box)	City, State, Zip	Date of Birth	
Individual has a Social Security Number or Individual Taxpayer Identification Number issued by US Government? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Social Security No. (SSN)/Individual Taxpayer Identification No. (ITIN):	Control Prong? <input type="checkbox"/> Yes	
ID Type:* <input type="checkbox"/> Driver's License <input type="checkbox"/> Other State photo ID showing residence <input type="checkbox"/> Passport <input type="checkbox"/> Resident Alien ID <input type="checkbox"/> Other ID± _____	State/Country of Issuance	Date Issued	Expiration Date

\* For US persons provide unexpired Driver's License unless there is none; for non-US persons ID Type may be unexpired Resident Alien ID, or Passport/Other ID± and Country of issuance.  
 ± Specify type of "Other ID", which may be any other unexpired government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

**Certifications and Signatures:**

The undersigned Authorized Signer, listed above as a Beneficial Owner or Control Prong, who has signed the Merchant Application on behalf of the Merchant, hereby certifies that he/she is authorized to open accounts for the Merchant at financial institutions, that all information provided above about the Merchant legal entity is complete and correct and that, to the best of his/her knowledge, all information provided above about each individual listed above is complete and correct and there is no individual who directly or indirectly owns 25% or more of the Merchant legal entity's equity interests whose information is not provided above. The Authorized Signer and the Processor's Representative, each hereby certify that the information listed above regarding the identity and the identification document of each individual listed above, is complete and correct and was personally observed on the indicated document.

Authorized Signer Signature \_\_\_\_\_ Date Signed \_\_\_\_\_ Authorized Signer Printed Name \_\_\_\_\_ Processor's Rep. Signature \_\_\_\_\_ Date Signed \_\_\_\_\_ Processor's Rep. Printed Name \_\_\_\_\_