

<input checked="" type="checkbox"/> New Location	<input type="checkbox"/> Additional Location	Existing MID:	Chain #:	Location of
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## New Merchant Application

<b>Merchant Information</b>	DBA Name:		DBA Phone #:	X if Cell Phone <input type="checkbox"/>	
	Contact Name:		DBA Fax #:		
	DBA Address 1 (no PO Box):		Customer Service Phone #:		
	DBA Address 2:		Email Address:		
	City:	State:	Zip Code:	Year Established:	
	Previous Processor:		Length of Current Ownership:      years,      months		

<b>Corporate Information</b>	Legal/Corporate Name:		Legal/Corporate Phone #:	Ext.
	Legal/Corporate Contact Name:		Legal/Corporate Fax #:	
	Legal/Corporate Address:			
	City:	State:	Zip Code:	

<b>Principal Information 1 (Owner/Partner/Officer)</b>	<input checked="" type="checkbox"/> Owner/Partner: Percentage of Ownership _____ % or <input type="checkbox"/> Officer: Title _____			
	First Name:	MI:	DOB:	
	Last Name:		SSN:	
	Home Address:		Home Phone #:	
	City:	State:	Zip Code:	Email Address:
	<b>Previous Address if Current Address is less than 2 Years</b>			
	Home Address:			
	City:	State:	Zip Code:	

<b>Principal Information 2 (Owner/Partner/Officer)</b>	<input type="checkbox"/> Owner/Partner: Percentage of Ownership _____ % or <input type="checkbox"/> Officer: Title _____			
	First Name:	MI:	DOB:	
	Last Name:		SSN:	
	Home Address:		Home Phone #:	
	City:	State:	Zip Code:	Email Address:

<b>Other Merchant Information</b>	Average Sale Amount: \$		Description of product or services offered:			
	Total Monthly Visa/MC/DISC Sales: \$		MCC:			
	Card Present (swiped) _____ %	<b>For Card Present Transactions</b> , when does the customer receive the product or service? <input type="checkbox"/> Same Day <input type="checkbox"/> If not same day, _____ # of Days (include shipping time frame)				
	Card Present (not swiped) _____ %					
	Mail Order _____ %	<b>For Card Not Present Transactions</b> , when does the customer receive the product or service? <input type="checkbox"/> Same Day <input type="checkbox"/> If not same day, _____ # of Days (include shipping time frame)				
	Telephone Order _____ %					
	Internet _____ %	<b>For Internet Transactions:</b> List the product web site: _____ "Contact Us" email address: _____				
<b>Total = 100%</b>	Do you operate seasonally: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    If yes, please check months <u>closed</u> :					
	<input type="checkbox"/> January	<input type="checkbox"/> February	<input type="checkbox"/> March	<input type="checkbox"/> April	<input type="checkbox"/> May	<input type="checkbox"/> June
	<input type="checkbox"/> July	<input type="checkbox"/> August	<input type="checkbox"/> September	<input type="checkbox"/> October	<input type="checkbox"/> November	<input type="checkbox"/> December

<b>Bank Account</b>	<b>(Checking Accounts only)</b>		
	Deposit Bank Name:	ABA/Routing #:	DDA Account #:
	Billing Bank Name (if different):	ABA/Routing #:	DDA Account #:

<b>Card Acceptance</b>	<b>Please check each card you wish to accept.</b> <i>Note: acceptance of card types not selected will result in discount downgrades.</i> <input checked="" type="checkbox"/> All Visa/MasterCard/Discover Cards (JCB, DI, CUP) <input type="checkbox"/> Visa Credit <input type="checkbox"/> Visa Debit <input type="checkbox"/> MasterCard Credit <input type="checkbox"/> MasterCard Debit <input type="checkbox"/> Discover (JCB, DI, CUP)	<b>Pricing Category</b>	<input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> MO/TO / Internet	<input type="checkbox"/> Lodging <input type="checkbox"/> Supermarket <input type="checkbox"/> ARU	<input type="checkbox"/> Pay at Pump
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<b>Pricing Information</b>	<input type="checkbox"/> <b>AUTH FEE</b> (charged on all V/MC & Discover auths)      \$ _____		<b>Other Authorizations:</b>	<b>Per Auth</b>	<b>Fees</b>	<b>One Time Fee Type:</b>		
	<input checked="" type="checkbox"/> <b>TIERED</b>	<b>Rate</b>	<b>Per Item</b>	WEX		\$	Application Fee	\$100
	<b>Qualified</b>	_____ %	\$ _____	Other:		\$	Installation/Training	\$00
	<b>Mid-Qual</b>	_____ %	\$ _____	Other:		\$	Wireless Set-Up Fee	\$
	<b>Non-Qual</b>	_____ %	\$ _____	<b>Voice Authorizations:</b>		Rush Shipment	\$	
	Opt. <input type="checkbox"/> Check Card <input type="checkbox"/> Sprmkt <input type="checkbox"/> QPS/Small Tkt	_____ %	\$ _____	ARU		\$0.75	Other:	\$
	Opt. Rewards Tier	_____ %	\$ _____	Operator Assisted		\$0.90	<b>Monthly Fee Type:</b>	
	Opt. Commercial Card Tier	_____ %	\$ _____	AVS		\$0.90	Support Fee	\$10
	<input type="checkbox"/> <b>INT Differential Plus</b>			Bank Referral		\$4.00	Statement Fee	\$0
	<input type="checkbox"/> <b>INT PLUS</b>	_____ %	\$ _____	<b>PIN Debit:</b>		<input type="checkbox"/> Electronic Statement or <input checked="" type="checkbox"/> Paper Statement		
<i>Above Rates are for all Card Acceptance types selected.</i>			Rate	\$	Statement Mailing Fee (For paper statements only)	\$5		
<b>Pricing Program</b> (Required for IDP):			<i>Mont. pricing=S / Auth pricing=Assoc</i>		Minimum Discount	\$25		
			<b>Per Auth</b>		Other:	\$		
			INT Plus/Assoc	\$	<b>Per Occurrence Fee Type:</b>			
			<i>Mont. pricing=ICDIF/Auth pricing=Assoc</i>		Chargeback Fee	\$35		
					Return Item (NSF) Fee	\$20		
					Other:	\$		

<b>Point of Sale (Equipment or Software)</b>	VAR Service Provider (Hosted):			Gateway (optional):			Aggregator:		
	VAR Vendor (Distributed):			VAR Product:			VAR Version:		
	<b>Purchase or Lease</b>			<b>Purchase</b>			<b>Lease*</b>		
	Qty	POS Description	Item Code	Price per Unit	Term Monthly	Monthly Rate per Unit	Mon. Fee per Unit	Per Auth Fee	
				\$		\$	\$	\$	
				\$		\$	\$	\$	
				\$		\$	\$	\$	
				\$		\$	\$	\$	
	<b>Merchant Owns</b>						<b>Software/Wireless</b>		
	Qty	POS Description	Item Code	Reprogram Fee per Unit	Pin Pad Encryption		Mon. Fee per Unit	Per Auth Fee	
				\$	<input type="checkbox"/>		\$	\$	
				\$	<input type="checkbox"/>		\$	\$	
				\$	<input type="checkbox"/>		\$	\$	
	<b>Special Programs</b>								
	Qty	POS Description	Item Code	Price per Unit			Equipment Back from Merchant		
			\$		Used				
*Please note that all leases MUST complete the section immediately below. Initials are required.						All applicable state and local taxes will be applied. <input type="checkbox"/> Tax Exempt			
<b>X _____ THE LEASE IS A NON CANCELLABLE LEASE FOR THE FULL TERM OF _____ MOS. TOTAL MONTHLY PAYMENT OF \$ _____ plus taxes, if applicable.</b>									
<b>AUTHORIZATION FOR AUTOMATIC WITHDRAWAL OF MONTHLY PAYMENTS</b>									
Merchant hereby authorizes Elavon, through its Ladco Leasing division ("Lessor"), to automatically withdraw Merchant's monthly lease payment and any amounts, including any and all taxes or other charges, owed in accordance with the lease, as applicable, by initiating debit entries to Merchant's account at the financial institution ("Bank") indicated hereon or such other financial institution used by Merchant from time to time. A lease payment (whether paid by debit or other means) that is not honored by Bank for any reason will be subject to a returned item service fee imposed by Lessor. This authorization shall remain in effect until Lessor has received written notice from Merchant of its termination.									
<b>Bank Name:</b>			<b>ABA/Routing #:</b>			<b>DDA Account #:</b>			



# Merchant Application

<b>Substitute Form W-9</b>	<b>Business Type:</b> <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Public Corp <input type="checkbox"/> Closely Held Corp <input checked="" type="checkbox"/> Sub S Corp <input type="checkbox"/> Government <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Tax Exempt Organization (include documents that support Exempt Status) <input type="checkbox"/> Other (Assn/Estate/Trust) <input type="checkbox"/> Limited Liability Company – Tax Classification (D=disregarded entity, C=corporation, P=partnership): _____ (If LLC, please indicate D, C or P)					
	Name* : _____					
	*Name (of business) as shown on your business income tax returns. For Sole Proprietors, this should always be the owner's name.					
	Address: _____					
<b>Merchant Representations and Certifications</b>	City: _____	State: _____	Zip Code: _____	o TIN (Employer ID #): _____ r TIN (Social Security #): _____		
	<p>Merchant Representations and Certifications. By signing below, the applicant merchant ("Merchant") and its representative(s) represent and warrant to Elavon, Inc. ("Elavon" or "Member" as applicable), with offices at 7300 Chapman Highway, Knoxville, TN 37920 (collectively, "we" or "us") that (i) all information provided in this merchant application ("Merchant Application") is true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of Merchant; and (ii) the persons signing this Merchant Application are duly authorized to bind Merchant to all provisions of this Merchant Application and the Agreement. Further, by signing below, if leasing equipment, Merchant and its representative(s) agree that the Leased Equipment is subject to the terms and conditions set forth in the Terms of Service ("TOS") and have had an opportunity to review such terms. The signature by an authorized representative of Merchant on the Merchant Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Merchant's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Merchant Application, the TOS and the Merchant Operating Guide ("MOG") incorporated herein by this reference and located at our website at <a href="https://www.merchantconnect.com/CWRWeb/pdf/TOS_ENG.pdf">https://www.merchantconnect.com/CWRWeb/pdf/TOS_ENG.pdf</a> and <a href="https://www.merchantconnect.com/CWRWeb/pdf/MOG_Eng.pdf">https://www.merchantconnect.com/CWRWeb/pdf/MOG_Eng.pdf</a>, respectively. If Merchant does not have access to view the TOS or MOG at our website please contact our customer service center. Notwithstanding any such non-receipt of the TOS or MOG, Merchant agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Merchant Application, have the same meaning ascribed to them in the TOS and MOG.</p> <p>If Merchant terminates within one year of the date set forth below, Merchant will immediately pay Elavon, as liquidated damages, an early termination fee equal to \$295, in addition to all other amounts owed. If Merchant terminates at any time during the second or third year of the date set forth below, the Merchant will pay, as liquidated damages, a termination fee equal to \$195, in addition to all other amounts owed. Merchant agrees that the early termination fee is not a penalty, but rather is reasonable in light of the financial harm caused by Merchant's early termination. Elavon will use best efforts to debit the Merchant's account in the amount of the applicable termination fee within sixty (60) days of receipt of Merchant's written notice of termination.</p> <p><b>IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.</b> 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. This means we will ask for certain information and identifying documents to allow us to identify you. Merchant and its representative(s) authorize us prior to our acceptance of this Merchant Application and from time to time thereafter, to investigate the individual and business history and background of Merchant, each such representative and any other officers, partners, proprietors, and/or owners of Merchant, and to obtain credit reports or other background investigation reports on each of them that we consider necessary to review the acceptance and continuation of this Merchant Application. Merchant also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.</p> <p>This Merchant Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Merchant Application. Delivery of executed counterparts of this Merchant Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Merchant Application shall constitute a signed original.</p> <p>Merchant understands that an authorization code is not a guarantee of acceptance or payment of a Transaction. Receipt of an authorization code does not mean that merchant will not receive a Chargeback for that Transaction.</p>					
	<p>All merchants must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS"). Elavon requires Level 4 merchants (determined based on Transaction volume) to validate PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval. Merchant will be charged either the Annual PCI Fee or the Annual Administration Fee described below.</p> <p>Annual PCI Fee of up to \$175 per merchant account number, based on connectivity, number of merchant locations and then-current cost to Elavon of the services, will be charged to merchants that use the services of the qualified third party assessor with whom Elavon has partnered. Elavon will waive this fee for six months after the date of account approval, charging the fee annually in subsequent years. Annual Administration Fee of \$35 will be charged to merchants that use the services of another qualified assessor and attest to PCI DSS validation on the website designated by Elavon. Any merchant that has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, will be charged a monthly non-compliance fee of \$29.95 until Elavon is provided with validation of compliance. Merchant may be eligible for Data Breach Coverage following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview for coverage details and conditions.</p> <p>If leasing equipment, Merchant agrees to pay "Lessor" an annual fee in an amount not to exceed \$50.00 for the administration, billing and tracking of certain taxes and charges related to the Leased Equipment.</p> <p><b>Under penalties of perjury, Merchant certifies that:</b></p> <ol style="list-style-type: none"> <li><b>The number shown on this Merchant Application is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and</b></li> <li><b>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and</b></li> <li><b>I am a U.S. citizen or other U.S. person. For federal tax purposes, you are considered a U.S. person if you are: an individual who is a U.S. citizen, or U.S. resident alien, a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, an estate (other than a foreign estate), or a domestic trust (as defined in Regulations section 301.7701-7).*</b></li> </ol> <p><b>American Express Acceptance Agreement</b> - By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("AXP Agreement"), and that all information provided herein is true, complete, and accurate. I authorize Elavon and American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates, as defined in the AXP Agreement, to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, and disclosing such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Elavon, AXP, AXP agents and Affiliates to inform me directly, or through the entity above, of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize AXP to use the reports from consumer reporting agencies for marketing and administrative purposes. I understand that upon AXP's approval of the application, the entity will be sent a copy of the AXP Agreement and materials welcoming it, either to AXP's program for Elavon to perform services for AXP or AXP's standard Card acceptance program which has different servicing terms (e.g. different speeds of pay). I understand that if the entity does not qualify for the Elavon servicing program that the entity may be enrolled in American Express's standard Card acceptance program, and the entity may terminate the AXP Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the AXP Agreement.</p>					
*The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.						
<b>Personal Guaranty</b>	Signature: X			Printed Name: _____	Title: _____	Date: _____
	Signature: X			Printed Name: _____	Title: _____	Date: _____
	Signature: X			Printed Name: _____	SSN#: _____	Date: _____
<b>Submitted By</b>	To the best of my knowledge, I certify that the information provided in this Merchant Application was provided by the Merchant and is true, complete and accurate. I further certify that the signatures were provided by the Merchant's owner(s) or officer(s), as appropriate.					
	Sales Rep Signature: X		Printed Name: <b>Marian Feldman</b>		Rep ID #: <b>24677</b>	Date: _____
<b>Office Use Only</b>	Accepted by Elavon, Inc.:					Date: _____
	Accepted by Member:					Date: _____

## What Happens Next?

Thank you for choosing us as your payment processor. We look forward to providing you with the best customer service in the industry.

Below are the steps that will be taken to get you up and running quickly.

- 1. Application and Credit Underwriting**

Your application will be sent to our Operations center for processing. It will be checked for completeness and accuracy. Our credit underwriting specialists will review the information provided, perform the necessary analysis, and approve or decline the application. We will contact you within 24-72 hours if we need you to provide additional information.
- 2. Deployment**

Once your application is approved and entered into our systems, our deployment team will prepare any equipment or software for shipment. You should receive your package within two-five days, depending on the method of shipping selected. Look inside the box for your Getting Started Kit — it contains a packing list, your Merchant Identification Number (MID), support materials, and information about training and service.
- 3. Training**

Once you receive your package, please call the training at 866-451-4007 to speak with one of our representatives. If we don't hear from you, we will contact you to schedule a session. The session will cover information about credit card processing, how to set up use your processing terminal or software solution, and where to find helpful information.
- 4. PCI Compliance Validation Process**

Complete your Payment Card Industry Data Security Standard (PCI DSS) validation. Visit our PCI website, <http://pci.elavon.com>, for education and tips on protecting cardholder data. You can also connect with our Visa® and MasterCard® accredited Qualified Security Assessor (QSA) and Approved Scanning Vendor (ASV). You must provide a certificate of compliance validation within ninety days (90) of account approval to avoid a monthly non-compliance fee.
- 5. Communications**

You will receive an email from Elavon that contains helpful information about processing with us, as well as a quick link to MerchantConnect, our free online support tool. You will also receive a survey that will ask you to score us on a number of factors. We value your feedback, and ask that you kindly take two minutes to rate the sales process, training process, and overall level of service. We will periodically send you information to keep you informed about things that impact your business.
- 6. Service**

Help is always just a phone call away — we operate a 24/7 call center. Call 800-725-1243 to talk with a representative. For free online access to your account, go to <https://www.merchantconnect.com>. You can view your statement, display recent deposits, view chargeback and retrieval requests, access customer support, and much more.

Thank you for your business. We look forward to providing you the very best in service.