

**MERCHANT PROCESSING APPLICATION AND AGREEMENT**

Agent / ISO Office \_\_\_\_\_ Print Agent / ISO Name \_\_\_\_\_ Agent ID # \_\_\_\_\_  
Existing MID # \_\_\_\_\_ Agent / ISO Signature \_\_\_\_\_ Phone # \_\_\_\_\_

TekCard1804(ia) **1. BUSINESS INFORMATION** TekCard1807(ia)

Client's Business Name (Doing Business As):			Client's Corporate/Legal Name (Use Also For Headquarter's Information):		
Business Address:			Billing Address (If Different Than Location Address):		
City:	State:	Zip:	City:	State:	Zip:
Location Phone #:	Location Fax #:		Contact Name:		
Business E-mail Address:			Contact Fax # / E-mail Address:		
Business Website Address:			Contact Phone #:		
Customer Service Phone #:	Customer Service E-mail Address:		Send Retrieval Requests to: <input type="checkbox"/> Business Location <input type="checkbox"/> Corp/Legal Location		
			Send Merchant Monthly Statement to: <input type="checkbox"/> Business Location <input type="checkbox"/> Corp/Legal Location		
<input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETORSHIP: State in which Certificate of Assumed Name Filed: _____ State: _____		<input type="checkbox"/> TAX EXEMPT ORGANIZATION (501C) State: _____		<input type="checkbox"/> GOVERNMENT (Federal, State, Local)	
<input type="checkbox"/> CORPORATION – CHAPTER S, C State: _____		<input type="checkbox"/> INTERNATIONAL ORGANIZATION Location Filed: _____		<input type="checkbox"/> LIMITED LIABILITY COMPANY State Filed: _____	
<input type="checkbox"/> MEDICAL OR LEGAL CORPORATION State: _____		<input type="checkbox"/> ASSOCIATION/ESTATE/TRUST State Filed: _____		<input type="checkbox"/> PARTNERSHIP State Filed: _____	
Name (as it appears on your income tax return)		FEDERAL TAX ID # (as it appears on your income tax return)		<input type="checkbox"/> 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.4 of your Program Guide for further information.)

\*SIC /MCC: \_\_\_\_\_ IATA/ARC: \_\_\_\_\_ (MCC 4722 Only)

Note: \*If your business is classified as High Risk and assigned (or is later assigned based upon your business activity) any of the following Merchant Category Codes (MCC): 5966, 5967 and 7841<sup>1</sup>, then registration is required with Visa and/or MasterCard within 30 days from when your account becomes active. An Annual Registration Fee of \$500 may apply for Visa and/or MasterCard (total registration fees could be \$1,000.00). Failure to register could result in fines in excess of \$10,000.00 for violating Visa and/or MasterCard regulations<sup>2</sup>.  
<sup>1</sup> Registration for MCC 7841 is only required for non-face-to-face adult content.  
<sup>2</sup> Information herein, including applicable MCCs, is subject to change.

Detailed Explanation of Type of Merchandise, Products or Services Sold:

**2. TRANSACTION INFORMATION**

FINANCIAL DATA				WHERE IS SALE TRANSACTED? (Must = 100%)	
Gross YEARLY Sales Volume (Cash + Credit + Debit + Check)	\$ _____	Avg. MC/Visa/Discover Network Ticket (Estimate If Never Processed in Past)	\$ _____	Store Front/Swiped	_____ %
Average YEARLY MC/Visa Volume	\$ _____	Avg. American Express Ticket (Estimate If Never Processed in Past)	\$ _____	Internet	_____ %
Average YEARLY American Express Volume	\$ _____	Highest Ticket Amount	\$ _____	Mail Order	_____ %
Average YEARLY Discover Network Volume	\$ _____			Telephone Order	_____ %
Seasonal? <input type="checkbox"/> No <input type="checkbox"/> Yes High Volume Months Open: _____				Total	<b>100 %</b>

**3. SETTLEMENT INFORMATION**

Deposit Bank:	
Transit / ABA #:	Deposit Account #:
ACH Detail Flag: <input type="checkbox"/> Individual <input type="checkbox"/> Combined <input type="checkbox"/> Separate (defaults to Combined if option not selected)	

**4. GRID INFORMATION – INTERNAL USE ONLY**

AUTHORIZATION GRID ID#: \_\_\_\_\_ USER DEFINED GRID ID#: \_\_\_\_\_ MFC GRID ID: \_\_\_\_\_ 8-pos. Alpha/Numeric

**SPECIAL INSTRUCTIONS:**

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DBA Name: \_\_\_\_\_ Merchant #: \_\_\_\_\_ Page 2 of 4

TekCard1804(ia) 3. COMPANY HISTORY TekCard1807(ia)

Date Business Started: \_\_\_\_\_ Prior Bankruptcies? [ ] No [ ] Yes [ ] Business and / or [ ] Personal

4. OWNERS / PARTNERS / OFFICERS

OWNER / PARTNER / OFFICER 1 Name: (First, MI, Last) % Ownership: ... OWNER / PARTNER / OFFICER 2 Name: (First, MI, Last) % Ownership: ...

9. SERVICE FEE SCHEDULE

Accept all MasterCard, Visa, Discover Network and American Express Transactions (presumed, unless any selections below are checked)
MasterCard [ ] Visa [ ] Discover Network [ ] American Express [ ]
[ ] MC Credit Transactions [ ] Visa Credit Transactions [ ] Discover Network Credit Transactions [ ] American Express Credit Transactions
[ ] MC Non-PIN Debit Trans. [ ] Visa Non-PIN Debit Trans. [ ] Discover Network Non-PIN Debit Trans.
See Section 1.9 of the Program Guide for details regarding limited acceptance.
[ ] Discount Collected [ ] Daily [ ] Monthly

Authorization & Capture Transaction Fees
MC/Visa Auth & Capture Fee: \$ \_\_\_\_\_ (Per Item) TransArmor Data Protection Only Auth Fee \$ N/A (Per Item)
Discover Network Auth & Capture Fee: \$ \_\_\_\_\_ (Per Item) Voice Authorization \$ 1.75 (Per Item) Electronic AVS Fee \$ .05 (Per Item)
American Express Auth & Capture Fee: \$ \_\_\_\_\_ (Per Item) Voice AVS Fee \$ 1.50 (Per Item) ARU Fee \$ .50 (Per Item)
American Express Pass Through (existing) SE #: \_\_\_\_\_

TekCard1804(ia) Miscellaneous Fees TekCard1807(ia)

[ ] Dues and Assessments Chargeback Fee \$ \_\_\_\_\_ (Per Item) Retrieval Fee (12B Letter) \$ \_\_\_\_\_ (Per Item) Return Trans. Fee \$ \_\_\_\_\_ (Per Item)
Sales Transaction Fee \$ N/A (Per Item) Batch Fee \$ \_\_\_\_\_ (Per Item) Early Termination Fee \$ \_\_\_\_\_ (One Time Fee) eIDS Access Fee \$ N/A
EBT - Food Stamps \$ \_\_\_\_\_ (Per Item) #: \_\_\_\_\_ EBT - Cash Benefits \$ \_\_\_\_\_ (Per Item) V / MC / D / AX Other Item Fee \$ \_\_\_\_\_ Rate \_\_\_\_\_ %
Minimum Monthly Fee \$ \_\_\_\_\_ Monthly Statement Fee \$ \_\_\_\_\_ (Acct on File) Pass Visa Trans Integrity Fee [ ] Yes [ ] No ACH Reject Fee \$ \_\_\_\_\_ (Per Item)
MC License Fee \_\_\_\_\_ % (Sales Volume) [ ] Monthly [ ] Annually in December
Visa Proc Fee \$ Pass - Thru (Per Item) MC Proc Fee \$ Pass - Thru (Per Item) Visa BIN Fee \$ Pass - Thru (Per Item) MC ICA Fee \$ Pass - Thru (Per Item)
Pass Visa Fixed Acquirer Network Fee (FANF) [ ] Yes [ ] No Visa FANF Card Present Surcharge \$ N/A (Flat Rate) Visa FANF Card Not Present Surcharge \$ N/A (Flat Rate)
Pass Visa Acq Processing Fee Yes [ ] No Pass Visa Misuse of Auth Fee [ ] Yes [ ] No Pass Visa Zero Floor Limit Fee Yes [ ] No Pass Visa Int'l Acquirer Fee Yes [ ] No
Pass MC Acquirer Support Fee Yes [ ] No Pass MC Cross Border Fee Yes [ ] No Pass Discover Data Usage Charge Yes [ ] No Pass Visa Acq ISA Fee Yes [ ] No
Pass MC Proc Integrity Fee Yes [ ] No Pass Discover Int'l Proc Fee Yes [ ] No Pass Discover Int'l Service Fee Yes [ ] No Pass MC Nat'l Acquirer Brand Usage (NABU) Fee Yes [ ] No

User Defined Grid Fees
TekCard Mobile \$ \_\_\_\_\_ Tekcard Gateway \$ \_\_\_\_\_ Merchant club billed monthly per Merchant ID. Merchant club covers ..... terminal paper. Does NOT include paper for any large thermal printer/POS systems. Paper quantity sent at Tekcards discretion based upon merchants monthly transaction volume. Can be canceled anytime.
Tekcard Wireless \$.. \_\_\_\_\_ Merchant Club [ ] \$ 9.95

TIN /TFN & Regulatory Product Fees
Reg. Product Fee \$ \_\_\_\_\_ (Monthly) TIN/TFN Invalid \$ \_\_\_\_\_ (Monthly) Website Usage \$ \_\_\_\_\_ (Per Item) IVR Usage \$ \_\_\_\_\_ (Per Item)

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Table with columns: Discount, Non-Qual Fees, Visa Qual Credit, Discover Network Qual Credit, American Express Qual Credit, etc.

Table with columns: Discount (Based on Gross Sales Vol.), Visa Qual Credit, Discover Network Qual Credit, American Express Qual Credit, etc.

PIN Debit
Pass Through Debit Network Fees Other Item Rate \$ \_\_\_\_\_ (per item) Other Volume Percent \_\_\_\_\_ % (per item)

Merchant Fee Control Grid Fees
Annual Fee \$ \_\_\_\_\_ Month \_\_\_\_\_ Bi-Annual PCI Fee \$ 49.95 [ ] Bi-Annually .....

Fleet
WEX: Other Item Rate \$ \_\_\_\_\_ (per item) Voyager: Qual \_\_\_\_\_ % Other Item Rate \$ \_\_\_\_\_ (per item)



6. EQUIPMENT/THIRD PARTY INFORMATION

Network (Front End):	<input type="checkbox"/> Omaha <input type="checkbox"/> North <input type="checkbox"/> Nashville <input type="checkbox"/> Buypass	Gateways:	<input type="checkbox"/> Authorize.Net <input type="checkbox"/> Usaepay	Encryption Keys:	<input type="checkbox"/> TDES 350 <input type="checkbox"/> TDES 351
Platform (Back End):	<input type="checkbox"/> Omaha <input type="checkbox"/> North		<input type="checkbox"/> Datacap NETePay <input type="checkbox"/> Freedompay		<input type="checkbox"/> CarltN 500 <input type="checkbox"/> CarltN 500
<input type="checkbox"/> QuickBooks Integration					

Other: \_\_\_\_\_

PC / Internet Software \_\_\_\_\_  New  Existing

Terminal Model \_\_\_\_\_  New  Existing

PIN Pad \_\_\_\_\_  New  Existing

Mobile \_\_\_\_\_  New  Existing

Clover Solutions	Quantity	Price	Clover Fees	Deployment Fee	Monthly Software Fee			
<input type="checkbox"/> Clover Station	_____	_____	_____	_____	_____	TekPOS (Ipad)	<input type="checkbox"/> Subscriptions Fee: _____ / _____	24/7 Support FREE
<input type="checkbox"/> Clover Mini	_____	_____	_____	_____	_____		Notes: _____ Reference TEKPOS Terms and Conditions for details	
<input type="checkbox"/> Clover Flex	_____	_____	_____	_____	_____	TekPOS (Windows)	<input type="checkbox"/> Subscriptions Fee: _____ / _____	24/7 Support FREE
<input type="checkbox"/> Clover Mobile	_____	_____	_____	_____	_____		Notes: _____ Reference TEKPOS Terms and Conditions for details	
<input type="checkbox"/> Clover Go	_____	_____	_____	_____	_____			

TekCard1804(ia)	<b>10. SIGNATURE(S)</b>	TekCard1807(ia)
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Special Instructions \_\_\_\_\_

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 Guide and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-10), 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 8, Transaction Information section 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, and the TeleCheck Services Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement and/or "You" and "Your" for the purposes of the TeleCheck Services Agreement.

By signing below, each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the Application is approved, each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit information to us, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

Client authorizes FDMS and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with 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 ling 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 FDMS and Bank.

Client's Business Principal / Officer:

Signature X _____	Title _____	Signature X _____
Print Name of Signer _____	Date _____	Print Name of Signer _____
Signature X _____	Title _____	Title _____ Date _____
Print Name of Signer _____	Date _____	

Personal Guarantee: In exchange for First Data Merchant Services Corporation, Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and MasterCard International, Inc.), and TeleCheck Services, Inc. (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the Equipment Lease Agreement and/or the TeleCheck/TRS Services 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 X _____	Print Name: _____	Date _____
Personal Guarantee	Signature X _____	Print Name: _____	Date _____
Accepted By First Data Merchant Services Corporation		Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and MasterCard International, Inc.), 1655 Grant Street, Third Floor, Concord, CA. 94520	
Signature X _____	Signature X _____		
Title _____	Date _____	Title _____	Date _____

**PART I: CONFIRMATION PAGE**

**PROCESSOR INFORMATION:** Name: Tekcard Payments

Address: 160 Chubb Ave Suite #203, Lyndhurst, NJ 07071

URL: www.tekcardpayments.com

CustomerService#: 1-844-TEK-PYMT

**Please read the 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 or the contents of your Agreement with TeleCheck. 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 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 or see the applicable provisions of the TeleCheck Services Agreement.
- 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 or within 30 days of the date of a TeleCheck transaction.
- 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; or Section 1.14 of the TeleCheck Services Agreement.
- 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), (see TeleCheck Services Agreement in Sections 1.1, 1.3.2, 1.3.9, 1.6), 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 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" and Section 1 of the TeleCheck Services Agreement.
- 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. Card Organization Disclosure**

**Visa and MasterCard Member Bank Information: Wells Fargo Bank N.A.**

The Bank's mailing address is 1655 Grant Street, Third Floor, Concord, CA. 94520, and its phone number is (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/merchant-support/international-operating-regulations.jsp>
- g) You may download "MasterCard Regulations" from MasterCard's website at: <http://www.mastercard.com/us/merchant/support/rules.html>
- h) You may download "American Express Merchant Operating Guide" from American Express' website at: [www.americanexpress.com/merchantopguide](http://www.americanexpress.com/merchantopguide)

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

**By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions [version ] consisting of 53 pages [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 Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed**

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

**Client's Business Principal:**

**Signature** (Please sign below):

**X** \_\_\_\_\_

\_\_\_\_\_ Title

\_\_\_\_\_ Date

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