Webmart-USA Corp®
Enterprise Financial Solutions

Application Checklist
Required on all submitted Applications

◯ New Merchant Application   ◯ Adding Additional Location

Sales Office Information	
Sales Office Name: Webmart-USA Corp	Sales Office #: (800) 560-2660
Sales Rep Name:	Sales Rep #:
Contact #: (818) 849-0891	Email: webmart-usa@3n.net

Merchant Account Information
Merchant Legal Name:
Merchant DBA Name:

Services Requested		Front-End Platform	Back-End Platform
☐ Credit/Debit Card Services	☐ EBT	☐TSYS	☐ TSYS
☐ ACH Services	☐ Cash Advance	☐ FDMS Nashville	☐ FDMS
☐ Gift & Loyalty	☐ Gateway Services	☐ FDMS Omaha	
☐ Voyager	☐ Wight Express	☐ FDMS Buypass	☐ FDMS North
Additional Location		☐ Chase Paymentech	☐ Global
Corporate Legal Name:		☐ Global	
Corporate Address:			
Corporate MID#:			
Contact Name:			

Document Check List	
☐ Merchant Application & Agreement	☐ Business Validation (license, utility bill, etc.)
(Application must match Correct Front & Back End)	☐ Impress POS or Other System Forms
☐ Equipment Request Form	☐ Terminal/POS Rental or Placement Agreement
☐ Voided Check/Bank Letter	☐ Cash Discount Forms (where applicable)
☐ 2 years Financials (If required by UW guidelines)	☐ 2 months Previous Processing Statements

__Important Notice:__ All Merchants Applications must be filled out completely but not limited to the following:
- ✓ Email Address & Telephone Number
- ✓ Social Security Number
- ✓ Personal Guarantee Signed
- ✓ QIR completed & PA-DSS Assestation Signed (POS software only)
- ✓ MOTO Section Completed (merchants processing more than 20% card not present)

Valid See Standard Website Review Requirements for Information on additional requirements for ecommerce/website merchant accounts.

Additional Comments

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Webmart-USA Corp®
Enterprise Financial Solutions

MERCHANT PROCESSING APPLICATION AND AGREEMENT

Relationship:_____   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, # of Locations: _____ Additional Location to existing MID:_____	Tax Filing Name
Send retrieval/chargeback requests to: ☐ Corporate Address ☐ Location Address	Date Business Started Length of Current Ownership

Send monthly statements to: ☐ Location   ☐ Corporate   ☐ 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 guide for further information)

4. OWNERS/PARTNERS/OFFICERS		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:
Phone DL/ID# Issued State Exp Date	Phone DL/ID# Issued State Exp Date	Telephone:
Social Security # Date of Birth	Social Security # Date of Birth	Prior Bankruptcies? ☐ Yes ☐ No ☐Business and/or☐Personal Date Discharged:____
Email Address	Email Address	

Patriot Act Notice: To fight the funding of terrorism and money laundering, we are required to obtain, verify and record information that identifies each person (including business entities) who opens an account. To allow us to identify you, we will ask for your name, physical address, date of birth and taxpayer ID and may ask for other information, such as your driver's license or other documents.

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

Business Type: ☐ Retail ☐ Restaurant ☐ Internet ☐ Government ☐ Lodging ☐ Supermarket ☐ Mail/Phone Order ☐ Petroleum ☐ Utilities ☐ Healthcare ☐ Education ☐ QSR ☐ Charity/Non Profit ☐ B2B ☐ Other:_____

Requested Monthly 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 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 and services sold:

Describe your return policy:

8. BANKING ACCOUNT INFORMATION			
Deposit Bank Name	Routing #	Account #	ACH Method:
Fees Bank Name	Routing #	Account #	☐ Combined ☐ Individual

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9. SERVICE ACCEPTANCE AND FEE SCHEDULE

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

☐ Visa Card ☐ Visa Non-Pin Debit ☐ MasterCard Credit ☐ MasterCard Non-Pin Debit ☐ Discover Network ☐ American Express ☐ Pin Debit

Select VI/MC/Discover Network Discount Plan: (Based on gross sales)

☐ Tiered Basic ☐ Flat Rate

☐ Pass Through I/C ☐ ERR

Select Pin Debit Discount Plan:

_____Pin Debit Network Fee Pass-Through

Discount Payment Method: _____ Daily: _____ Monthly

Assessments: _____ Included _____ Bill Separately

(If Pass Through I/C-Assessments MUST Bill Separately)

Brand Fees: _____ Included _____ Bill Separately

(If Pass Through I/C-Brand Fees MUST Bill Separately)

DISCOUNT FEES

Qualification	Disc. Fee (%)	Per Item ($)	Qualification	Disc. Fee (%)	Per Item ($)	Qualification	Disc. Fee (%)	Per Item ($)
MASTERCARD			**VISA**			**DISCOVER NETWORK**		
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 I/C			Credit Pass Through I/C			Credit Pass Through I/C		
Checkcard Pass Through I/C			Credit Pass Through I/C			Credit Pass Through I/C		
ERR			ERR			ERR		
Voyager			All applicable Association fees will be passed through to the merchant at the applicable costs assigned by the Association.					

American Express

Qualification	Disc. Fee (%)	Per Item ($)	OptBlue	Amex Direct
Credit Qual			OptBlue Monthly Card Volume_____	_____Order New _____Use Existing
Credit Mid-Qual			OptBlue Average Card Ticket_____	**CAP#** _____
Credit Non-Qual			OptBlue Highest Card Ticket_____ SE#_____	**Existing SE#** _____ Monthly flat fee of $7.95 or Discount rate may apply
Credit Pass Through I/C			Select OptBlue Discount Plan: ☐ Tiered Basic ☐ Flat Rate ☐ Pass Through I/C Enhanced Recover Reduction (ERR)	
ERR				

Fee applies to all American Express Program. 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.

AUTHORIZATION FEES

Visa/MC/Discover Network_____ Electronic AVS_____

Amex/Fleet/Other_____ Voice Authorization_____

Pin Debit Authorization_____ Voice AVS_____

EBT Authorization_____

MONTHLY FEES

Monthly Minimum_____ Industry Compliance_____

Wireless Fee_____ Monthly Service Fee_____

PIN Debit Fee_____ Misc Monthly Fee_____

Industry Non-Compliance (up to $24.95)_____

MISCELLANEOUS FEES

Sales Transaction Fee _____(per item) Chargeback Fee _____(per occurrence)

Retrieval Fee (all card types) _____(per occurrence) Return Transaction Fee _____(per item)

Batch Fee _____(per item) Annual Fee _____

ACH Reject _____(per occurrence) Annual Fee Bill Month _____

MIX MERCHANT FEES

MX Merchant Monthly Fee

MX Merchant Plan ☐ Reporting ☐ Basic ☐ Plus

MX Gateway Transaction Fee ☐ Premium ☐ Enterprise

Bill to ☐ Statement ☐ Separate

In the event that this agreement is terminated early, Merchant will be responsible for the payment of _____ early termination fee in accordance with Part III, Section A.3 of the Merchant Program Guide.

10. OTHER CARD TYPES

Accept EBT ☐ Yes ☐ No

Accept EBT Cash Benefit

☐ Yes ☐ No

Order Voyager ☐ Yes ☐ No

Order Wright Express ☐ Yes ☐ No

(Must attach Wright Express application and Debranding letter with app copy)

Order ACH/Check Services ☐ Yes ☐ No

(Must attach addendum with app copy)

Order Gift Card ☐ Yes ☐ No

(Must attach addendum with app copy)

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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		Yes	No		Yes	No	
Fraud Check (last 4-digits)	☐	☐	Purchasing Card	☐	☐	Invoice/Purchase Order#	☐	☐	
AVS + Cvv2	☐	☐	Server/Clerk #	☐	☐	Auto Close: ☐ Yes ☐ No If Yes, time?_____			

P 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	QTY	DEPLOYMENT
☐ Terminal ☐ Pinpad ☐ Printer ☐ VAR			☐ Existing ☐ Agent ☐ New Order(attach order form)
☐ Terminal ☐ Pinpad ☐ Printer ☐ VAR			☐ Existing ☐ Agent ☐ New Order(attach order form)
☐ Terminal ☐ Pinpad ☐ Printer ☐ VAR			☐ Existing ☐ Agent ☐ New Order(attach order form)
☐ Terminal ☐ Pinpad ☐ Printer ☐ VAR			☐ Existing ☐ Agent ☐ New Order(attach order form)

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, late 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 cardholder 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:

12.a. SITE INSPECTION (Completed by Sales Agent)

I have personally conducted a Site Inspection for this 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's 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: _____

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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 Guide (**Version PPS0714**) 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 Guide, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement. Client authorizes WEBMART-USA, Corp. and SYNOVUS Bank ("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 WEBMART-USA, Corp. 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 WEBMART-USA, Corp. 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.

Social Security numbers are classified as "Confidential" information under WEBMART-USA, Corp. As such, Social Security numbers may only be accessed by and disclosed to WEBMART-USA, Corp. team members and others with a legitimate business "need to know" in accordance with the provision of the information applicable to Confidential information. These restrictions apply to all Social Security numbers collected or retained by WEBMART-USA, Corp.

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 WEBMART-USA, Corp. and BANK.

Client's Business Principal/Officer

Signature: _____ **Title:** _____
Print Name of Signer: _____ **Date:** _____
Signature: _____ **Title:** _____
Print Name of Signer: _____ **Date:** _____

Personal Guarantee: In exchange for WEBMART-USA, Corp. and Synovus Bank (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 forgoing 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 forgoing 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 forgoing agreements, as applicable.

Personal Guarantee
Signature: _____ **Print Name:** _____ **Date:** _____

Personal Guarantee
Signature: _____ **Print Name:** _____ **Date:** _____

Accepted By
WEBMART-USA, Corp.   **Synovus Bank**
P.O. BOX 2372 Lancaster, CA. 93534   **1111 Bay Ave, Columbus, GA. 31901**

Signature: _____   **Signature:** _____

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ADDENDUM – SERVICES AGREEMENT FOR THE CARD PAYMENT DISCOUNT PROGRAM

This Services Agreement (this "Agreement") for the Card Payment Discount Program (the "Discount Program") is made this _____day of _____,20____, by and among WEBMART-USA, Corp. having is principal office at Lancaster, CA. ("DTI"), an Idaho Corporation having its principal offices at 384 Clearwater Loop, Ste R., Post Falls, ID. 83854 and _____ ("Merchant") having its place of business at (address) _____.

1. Establishment of Service Relationship. WEBMART-USA. CORP. and Merchant are parties to a separate Merchant Processing Agreement (the "MPA") contemplating WEBMART-USA, Corp. provision to Merchant of payment processing services. The purpose of this Agreement is to set forth the terms and conditions under which Merchant can participate in the Discount Program pursuant to which WEBMART-USA, Corp. and DTI will provide Merchant certain administrative services ("the Services"). Merchant has submitted a merchant processing application and agrees that WEBMART-USA, Corp. can rely on all representations made therein when making decisions to include Merchant in the Program and to provide the Services. As part of the Services, WEBMART-USA, Corp. will pay on behalf of Merchant certain card-present based interchange processing costs and per item interchange transaction fees, excluding the following fees: Visa Fixed Acquirer Network Fee (FANF), MasterCard Acquiring Licensing Fee (MALF), Visa/MC Credit Acquirer Fees, chargeback sales amount, chargeback-retrieval fees, non-swiped keyed fees, telephone transaction fees, dues & assessments, international fees, foreign card and related fees, B2B, and commercial card transaction fees, as well any additional ancillary fees which may be imposed (the "Excluded Fees"). In additional, Merchant agrees to pay _____cents or_____% per card payment transaction billed monthly. (the "Shared Fees")

2. **Compliance; Signage; Equipment.** Merchant agrees to comply with all applicable regulatory provisions such as card association rules and PCI-DSS SECURITY compliance**. A material element of compliance with the Discount Program is Merchant's installation of clear and conspicuous signage related to the Discount Program (the "Signage") at the Merchant's point-of-sale. WEBMART-USA, Corp. shall provide Merchant Signage at no charge and Merchant agrees to install and maintain at all times then current signage (which may be more than one sign) at its point of sale and to ensure that it is visible to the public. In addition, Merchant agrees to install replacement signage and/or window sticker decals as required by WEBMART-USA, Corp.** Merchant acknowledges and agrees that WEBMART-USA, Corp. may require Merchant to install specific point of service terminals and equipment to facilitate the proper operation of the Services at then current fees. Merchant agrees to not let any other person or company interfere with the operation of the terminal equipment provided by WEBMART-USA, Corp. or install or allow to have installed any other processing equipment on the premises. Where equipment must be replaced, Merchant may be required to package the replaced equipment for courier service and pay delivery costs for the equipment replacement.

3. Product Pricing, Discounts, and Customer Service Charge. As stated on the current disclosure signage Merchant agrees as part of its standard, list product pricing that a "Customer Service Charge" ("CSC") will be established and assessed on all sales including cash, checks, credit & debit card. Merchant agrees to establish the initial CSC amount of _3.99_ % or $_____ per transaction. Merchant agrees to separately apply a discount (as set forth on related signage) to its customers who choose to pay with cash or check at the point of sale. No discount will be applied to customers paying by credit or debit card. In the event the monthly average card sale amount is greater than the amount disclosed in the merchant processing application. Merchant agrees to increase the CSC as required by WEBMART-USA, Corp. or pay the difference. Merchant agrees to NOT provide cash back, extra cash, change, or any other form of additional funds which may cause the total card payment transaction amount to increase above the initial average sales ticket amount.

4. Term. The term of this Agreement is three (3) years and, unless otherwise notified in writing within thirty (30) days prior to expiration of the then current term, shall automatically renew for additional one (1) year terms. WEBMART-USA, Corp. may terminate the Services to Merchant and the Discount Program at any time.

5. Payment Provisions. Merchant agrees to pay all fees and expenses payable under this Agreement by ACH debit. Fees include but are not limited to: (i) the Excluded Fees and Shared Fees. (ii) amounts to cover increases to compensate for charges in the average card sale amounts. (iii) a $**25** charge per occurrence for any payment amounts that are rejected or charged back; (iv) a $**8.50** monthly or a $**129.00** annual fee per location for PCI compliance, (v) a $**19.95** monthly fee for a failure by Merchant to comply with PCI-DSS security standards, (vi) a $_____ monthly Discount Program account fee; (viii) a $**0.10** EBT Transaction fee & a $_____ EBT monthly Access fee, only if Business Owner accepts EBT. Rules and regulations of the debit and credit card payment networks – subject to change & additional fees; (ix) a Next Day Funding Fee of $**8.50** if the option is selected by Merchant; (x) a $_____ WEBMART-USA, Corp. Discount Mall monthly program fee; (xi) a $**29.95** monthly invalid TIN: and (xii) any costs and expenses (including attorney's fees) resulting from Merchant's breach of contract, willful

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misconduct or gross negligence. Merchant agrees that WEBMART-USA, Corp. has the authority to increase or lower the CSC or nay other fees as business conditions or regulatory requirements change.

6. Notice. Notices provided hereunder shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt, (ii) if mailed, three (3) days after deposit in the mail, postage prepaid, certified mail, return receipt requested, or (iii) if by next day delivery service, upon such service. All notices shall be addressed as set forth in the first paragraph hereof.

7. General Provisions. This Agreement is freely assignable by WEBMART-USA, Corp. This Agreement is only assignable by Merchant with WEBMART-USA, Corp. consent, in its sole discretion. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. If any provision of this Agreement is held unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby and this Agreement shall be enforced as fully as possible, and the unenforceable provision shall be deemed modified to the extent required to permit its enforcement in a manner most closely representing the intention of the parties. The failure by any party to exercise or any delay in exercising right or power under this Agreement shall not operate as waiver of any such right or power. Except as otherwise provided in this Agreement, no provision of this Agreement may be amended, modified or waived except by a writing signed by both parties. This Agreement including all attachments constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes and merges all previous proposals, negotiations, representations, writings, agreements, and communications, both oral and written. The parties are independent contractors, and nothing in this Agreement shall be construed to constitute, create or imply them to be joint ventures, partners, employees, agents or other representatives of the other party. The parties shall execute and deliver such other instruments and documents, and take such other actions, as a party reasonably requests or as are necessary or appropriate to evidence or effect the transactions contemplated by this Agreement. Neither party shall have authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding or the other party, except as may be expressly provided for herein or authorized in writing. Any provisions which by their nature should survive termination of this agreement shall survive. This agreement shall be governed by the laws of the state of **New York.** Any actions to enforce this agreement shall be brought within the state or federal courts of the state of **New York** and the parties submit its jurisdiction. The parties waive any and all rights to a trial by jury.

In Witness Whereof: All parties represent and warrant that on the date first written above, they are authorized to enter into this Agreement and duly bind Merchant by their signatures below:

WEBMART Name & Title	Merchant Name & Title
X:	X:

Date: _____   Date: _____

ACH Authorization: Merchant hereby authorizes WEBMART-USA, Corp., Debit Technologies, Inc, Bank of The West and Colorado State Bank and Trust to Automated Clearing House debit/credit/transfer my bank account indicated below on or before the last day of each month for payment for all accounts payable hereunder. This Automated Clearing House authorization cannot be revoked until all obligations under this Agreement are satisfied and merchant provides WEBMART-USA, Corp. written notice of revocation. Merchant agrees to notify WEBMART-USA, Corp. in writing of any changes in its account information or termination of this authorization at least 15 days prior to the next billing date. I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank.

Authorized Signer's Name:	Title:
X:	Date:

_____Checking _____Savings   Bank Routing # _____

Name on Acct:_____ Account #:_____

Bank Name:_____ Bank City/State:_____

INDIVIDUAL GUARANTY: I hereby guaranty to WEBMART-USA, Corp., its successors and assigns, the full, prompt, and complete performance by Merchant of Merchant's obligations hereunder, including, but not limited to, all monetary obligations arising from Merchant's performance or nonperformance of this agreement, whether before or after termination of this agreement. The undersigned agrees to be bound by the Agreement and this Guaranty.

Signer's Name:	Title:
X:	Date:

PROCESSOR INFORMATION
NAME: **WEBMART-USA, Corp.**
ADDRESS: **P.O. Box 2372, Lancaster, CA, 93534**
EMAIL: webmart-usa@3n.net   **Customer Service #:** **800-560-2660**

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. 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 and Visa. Any transactions that fail to qualify for these reduced rates will be charges an additional fee (see Section 19 of the Program Guide).

2. We may debit your bank 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 detailed description of limitation of liability see Section 21 of the Card Processing 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, Events of Default Section 24 and, Reserve Account, Security Interest 25), 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 early, you will be responsible for the payment of an early termination fee as set forth in Part III, Section A.3 of the Merchant Program Guide.

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 Page, Part III, Section A.4.

11. Card Organization Disclosure

Visa and MasterCard Member Bank Information: Synovus Bank

The Bank's mailing address is 1111 Bay Avenue, Columbus, Georgia 31901, and its phone number is (706) 649-4900.

Important Member Bank Responsibilities:

a) The Bank is the only entity approved to extend acceptance of Card Organization products directly to a Merchant.

b) The Bank must be a principal (signer) to the Merchant 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 reserves that are derived from settlement.

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.

e) Retain assigned copy of this Disclosure Page.

f) You may download "Visa Regulations" from Visa's website at: http://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf

g) You may download "MasterCard Regulations" from MasterCard website at: http://www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf

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 complete Program Guide [versionPPS0714(ia)] consisting of 34 pages (including this confirmation).

Client further acknowledges reading and agreeing to all terms in the Program Guide, which shall be incorporated into Client's Agreement. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

Client also understands that a copy of the Program Guide is also available for downloading from the Internet at: http://chfs.us/programguide

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM GUIDE WILL BE ACCPETED.

Client's Business Principal:
Signature: _____   **Print Name:** _____
Title: _____   **Date:** _____

Form 202

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, <u>must</u> 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 herein 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 <u>in addition to, not a substitute for</u>, 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 <u>www.prioritypaymentsystems.com</u>.

<u>**Section 1: Merchant Application Information (Must match information in Merchant's Application):**</u> 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:_____

<u>**Section 2: Beneficial Ownership and Management Information:**</u> 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 section below must be completed.

Beneficial Owner Legal Name	Title			% of Legal Entity Ownership:_____%
Individual's Home Address (no P.O. Box)	City, State, Zip			Date of Birth
Individual has a Social Security Number or Taxpayer Identification Number issued by US Government? ☐ Yes ☐ No	Social Security No. (SSN)/Individual Taxpayer ID No. (ITIN):			Control Prong? ☐ Yes
ID Type: ☐ Driver's License ☐ Other State photo ID showing residence ☐ Passport ☐ Resident Alien ID ☐ Other:	State/Country of issuance	Date Issued	Expiration Date	Number on ID:
Beneficial Owner Legal Name	Title			% of Legal Entity Ownership:_____%
Individual's Home Address (no P.O. Box)	City, State, Zip			Date of Birth
Individual has a Social Security Number or Taxpayer Identification Number issued by US Government? ☐ Yes ☐ No	Social Security No. (SSN)/Individual Taxpayer ID No. (ITIN):			Control Prong? ☐ Yes
ID Type: ☐ Driver's License ☐ Other State photo ID showing residence ☐ Passport ☐ Resident Alien ID ☐ Other:	State/Country of issuance	Date Issued	Expiration Date	Number on ID:
Beneficial Owner Legal Name	Title			% of Legal Entity Ownership:_____%
Individual's Home Address (no P.O. Box)	City, State, Zip			Date of Birth
Individual has a Social Security Number or Taxpayer Identification Number issued by US Government? ☐ Yes ☐ No	Social Security No. (SSN)/Individual Taxpayer ID No. (ITIN):			Control Prong? ☐ Yes
ID Type: ☐ Driver's License ☐ Other State photo ID showing residence ☐ Passport ☐ Resident Alien ID ☐ Other:	State/Country of issuance	Date Issued	Expiration Date	Number on ID:
Beneficial Owner Legal Name	Title			% of Legal Entity Ownership:_____%
Individual's Home Address (no P.O. Box)	City, State, Zip			Date of Birth
Individual has a Social Security Number or Taxpayer Identification Number issued by US Government? ☐ Yes ☐ No	Social Security No. (SSN)/Individual Taxpayer ID No. (ITIN):			Control Prong? ☐ Yes
ID Type: ☐ Driver's License ☐ Other State photo ID showing residence ☐ Passport ☐ Resident Alien ID ☐ Other:	State/Country of issuance	Date Issued	Expiration Date	Number on ID:
☐ Control Prong (and/or ☐ additional Beneficial Owner) Legal Name	Title			% of Legal Entity Ownership:_____%
Individual's Home Address (no P.O. Box)	City, State, Zip			Date of Birth
Individual has a Social Security Number or Taxpayer Identification Number issued by US Government? ☐ Yes ☐ No	Social Security No. (SSN)/Individual Taxpayer ID No. (ITIN):			Control Prong? ☐ Yes
ID Type: ☐ Driver's License ☐ Other State photo ID showing residence ☐ Passport ☐ Resident Alien ID ☐ Other:	State/Country of issuance	Date Issued	Expiration Date	Number on ID:

*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 if 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.

<u>**Certifications and Signatures:**</u> The undersigned Authorized Signer, listed above as 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
Form 203

Equipment Setup Form

Required with all Merchant application and new equipment request

☐ **New Merchant (submit with Merchant Processing Agreement)**   ☐ **Existing Merchant (email to webmart-usa@3n.net)**

SALES OFFICE INFORMATION *ALL INFORMATION REQUIRED*			MERCHANT INFORMATION *ALL INFORMATION REQUIRED*		
Sales Office Name:			MID#:		
Sales Rep Name:			DBA Name:		
Sales Office Address:			DBA Address:		
City:	State:	Zip:	City:	State:	Zip:
Contact #:	Email:		Contact #:	Email:	
Contact Name:			Contact Name:	Website:	

TERMINAL & PIN PAD REQUESTED

QTY	Equipment Manufacturer & Model (Ex: Ingenico ICT220, DeJavoo Z9)	Equipment Serial #	Encryption Type	Order Type
	Not Selected		None	Not Selected
	Not Selected		None	Not Selected
	Not Selected		None	Not Selected
	Other (indicate Model)			
	Other (indicate Model)			

TERMINAL & PIN PAD OPTIONS

Time Zones	Merchant Program Type		Comunication	Restaurant Options	Batch Options
☐Eastern	☐Retail	☐Ecommerce	☐IP	☐Add Tip Line	☐Auto Batch
☐Central	☐Restaurant	☐Petroleum	☐Dial	☐Add Servers	☐Manual Batch
☐Mountain	☐Lodging	☐Supermarket	☐Dial 9		Time: ☐AM
☐Pacific	☐Mail Order/Telephone	☐Other	☐Wireless		Default Time: ☐PM

Gateways	Wireless Services (provided by True Fast Mobile)	Other Services
Services Requested	**Services Requested**	**Services Requested**
☐ Impress Pay ☐ ProCessa Mobile ☐ CHFS (NMI) ☐ I-Process Mobile ☐ Customer Vault ☐ Website Creation	☐ 3G ☐ 4G (tablets/phones only) ☐5G Set up Fee: Monthly Fee: Per Item Fee: SIM Card Fee:	☐Pin Debit ☐Gift/Loyalty Cards ☐EBT ☐Cash Advance

Setup Fee | Monthly Fee	Payment Method *Signed ACH agreement Required for Merchant Billing **Signed Rental or Placement Agreement Required if selected	
|	**Equipment**	**Shipping**
Per Item Fee |	☐ISO/Residuals ☐Placement Program	☐ISO Residuals
3rd Party Gateways & VARS	☐Merchant ACH ☐ Rental Program	☐Merchant ACH
☐Authorize.net ☐Shopkeep ☐Bambora ☐Clover ☐Other:	**Shipping & Delivery** ☐ISO Address ☐Merchant DBA Address ☐Other (add below)	
Setup Fee:	☐Ground ☐3 Day ☐2 Day ☐Next Day ☐Overnight	
Monthly Fee:	Attention:	Business Name:
Per Item Fee:	Street Address:	
*Additional Paperwork Required for Shopkeep & Clover	City:	State:	Zip:

Authorized Signature: _____   Date: _____

EQUIPMENT SERVICES ADDENDUM

Equipment Information					
QTY	Equipment	Encryption Type (platform)	Order Type (Rental, Placement, Purchase, File Build)	Cost	Frequency

RENTAL OR PLACEMENT AUTHORIZATION-

MERCHANT ACKNOWLEDGES AND AGREES AS FOLLOWS: The equipment provided hereby (the "equipment") is the property of WEBMART-USA, CORP. and is being provided by WEBMART-USA, CORP. to the Merchant for Merchants' use solely in processing lawful bank card and/or ACH and/or debit card transactions. (Collectively "Transactions") **Merchant may return the Equipment at any time without penalty** as long as Merchant maintains the equipment in good and working condition, normal wear and tear accepted, and shall return the equipment in good and working order within 10 days from the date WEBMART-USA, CORP. requests the return of the equipment. If the Equipment is not returned within 10 days in good and working order, Merchant agrees to pay the Terminal Replacement Price of $_____. This agreement applies to each piece of equipment listed.

CREDIT DEBIT AUTHORIZATION- Include a voided check or bank letter verifying Bank Account Information.

MERCHANT ACKNOWLEDGES AND AGREES AS FOLLOWS FOR ALL EQUIPMENT PURCHASES, SOFTWARE LICENSE FEES, SHIPPING, PROGRAMMING OR OTHER FEES: Merchant hereby authorizes WEBMART-USA, CORP. and Synovus Bank, Columbus, GA ("Bank") to present Automated Clearing House credits, Automated Clearing House debits, wire transfers and depository transfer checks to and from the referenced account, for the purposes set forth in this Agreement, including payment of the Rental Fee, the Terminal Replacement Fee, Software License Fees and the EFT. Any payment (whether paid by debit or other means) which is not honored by Merchants' bank for any reason shall be subject to a return item service charge of $25. This Automated Clearing House authorization cannot be revoked until all obligations under this Agreement are satisfied and merchant provides WEBMART-USA, CORP. written notice of revocation. This authorization shall otherwise remain in full force for a period extending 30 days after the Equipment has been returned to WEBMART-USA, CORP.

IF PAYING BY CREDIT CARD

☐ **MasterCard**   ☐ **Visa**   ☐ **American Express**   ☐ **Discover**   ☐ **Other:** _____

Credit Card Number: _____ Expiration Date: _____

I attest that I have authorization to approve, and hereby authorize WEBMART-USA, CORP. to charge this credit card for such goods and/or services as listed.

COMPANY Card Billing Address: _____

State: _____ **Zip:** _____

THIS AGREEMENT APPLIES TO EACH PIECE OF EQUIPMENT, SOFTWARE OR SERVICE LISTED.

Merchant's Authorized Signer Printed Name: _____

Owner/Officer Signature: _____ Date: _____

INDIVIDUAL GUARANTY: I hereby guaranty to WEBMART-USA, CORP., its successors and assigns, the full, prompt, and complete performance of Merchant and all of Merchant's obligations under this Agreement, including, but not limited to, all monetary obligations arising out of Merchant's performance or nonperformance under this Agreement, whether arising before or after termination of this Agreement. The undersigned, by signing below, agrees to be bound by the Agreement and this Guaranty.

Merchant's Authorized Signer Printed Name: _____

Owner/Officer Signature: _____ Date: _____

Form 206

CASH DISCOUNT PROGRAM DOWNLOAD FORM

MERCHANT	
DBA Name:	**Platform**
Address:	Stand Alone ☐
City:	Impress POS ☐ M ☐ Restaurant ☐ Retail ☐ Pro
State: Zip:	Impress Gateway ☐-FP
Phone:	**Notes:**
Coagent:	

TERMINAL
Terminal Type: ☐ Z8 QTY:_____   ☐ Z9 QTY:_____   ☐ Z11 QTY:_____   ☐ Other:_____   Pin Pad Type: ☐ Z3 QTY:_____   ☐ Z6 QTY:_____   ☐ Z1 QTY:_____   ☐ IP ☐ Dial ☐ WiFi ☐ GPRS ☐ CRD ☐ CCD ☐ DCD   SVC Fee_____   %Fee_____   Pays CR/DB ☐ Yes ☐ No   Ancillary Fee ☐ Yes= Dues & Assessments are passed on to Merchant   ☐ No= Dues & Assessments are not passed on to the Merchant   File Build Type: ☐ Retail   ☐ Auto Close   Time: _____AM☐ PM☐   ☐ Retail w/TIP   ☐ Restaurant   ☐ Servers   ☐ AVS/CVV2 ☐ AMEX ☐ EBT ☐ NDF
Additional Notes:

PURCHASE EQUIPMENT ☐
SHIP TO: ☐ Merchant   ☐ Agent   ☐ UPS-GRD   ☐ FEDEX-Overnight
Additional Notes:

Static IP / CGI- CONFIGURATIONS
☐ CGI Integration   IP1:_____ Gateway:_____ Subnet Mask:_____   IP2:_____ DNS1:_____ DNS2:_____   IP3:_____

Authorized Signature: _____   Date: _____

MERCHANT PROCESSING AGREEMENT ADDENDUM NEXT DAY FUNDING

EXISTING MERCHANT ACCOUNT INFORMATION

DBA Name: _____MID#: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact: _____ Merchant Email: _____

FEES

☐ YES! I would like to enroll in the Next Day Funding Program. I understand an additional monthly fee of $_ 8.50_____ will be applied to my current monthly statements.

I, _____ owner/officer/principal of the merchant account referenced above hereby acknowledge, agree, and understand acceptance into the Next Day Funding Program will be at Priority Payment Systems sole discretion and I may or may not be accepted into the Next Day Funding Program. Further, Priority Payment Systems may remove my account from the NDF Program at any time, for any reason. Except as addended here, the Agreement shall remain in full force and effect. If there is any inconsistency between the terms of this Addendum and the terms of the Merchant Processing Agreement, the terms of this Merchant Processing Agreement shall govern. All payments are provisional and are subject to, without limitation, additional fees, chargebacks, withholding, set off, security, and reserve rights. Priority Payment Systems or Bank will not be liable for any delay in receipt of funds, fees, or any delays, or errors in debit or credit entries caused by third parties, including but not limited to, any Associations or your financial institution. See Section 17, Settlement of Card Transactions of the Terms and Conditions of the Agreement.

*Next Day Funding is subject to approval and all POS Device batch(es) must be closed by 9pm EST/6pm PST.

Signature: _____ Date: _____

Print Name and Title: _____

ISO Information (For Internal Use Only)

Sales Rep #: _____ Sales Rep Name: _____

Form 211