

MERCHANT # \_\_\_\_\_  
 (ASSIGNED BY BANK)  
 MCC: \_\_\_\_\_

## MERCHANT APPLICATION & AGREEMENT

### BUSINESS NAME(S) (PLEASE PRINT CLEARLY)

Exact Legal Name (as shown on Federal Tax Return):		Business DBA Name:	
Mailing/Billing Address:		Physical Street Address (if different from mailing address):	
City, State, Zip:		City, State, Zip:	
Corporate Phone #:	Fax #:	DBA Phone #:	DBA Contact:
Corporate Email Address:		DBA Email Address:	
Website Address:		Mail Correspondence To: <input type="checkbox"/> Physical Street Address <input type="checkbox"/> Mailing/Billing Address	

### MERCHANT PROFILE (BE ACCURATE-MUST BE APPROVED BY BANK)

Type of Ownership: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> PA or PC <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Co. <input type="checkbox"/> Not for Profit <input type="checkbox"/> City/Government			Federal Tax #:
Type of goods or services sold:		Have you ever accepted Visa/MasterCard/American Express/Discover? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, list name of most recent processor:	
Has this business or any associated principal been terminated as a Visa/MasterCard, Discover or American Express merchant? <input type="checkbox"/> Yes <input type="checkbox"/> No		Has MERCHANT or any associated principal identified below filed bankruptcy or been subject to involuntary bankruptcy? <input type="checkbox"/> Yes   Date: _____ <input type="checkbox"/> No	
Years Applicant Owned Business:	# of Locations:	Hours of Operation: M-F: _____ Sat/Sun: _____	

#### TICKET SIZE

#### BANKCARD SALES PROFILE (BE ACCURATE)

#### MERCHANT TYPE

<b>REQUESTED TICKET SIZE*:</b>	<b>AVERAGE:</b>	<b>HIGH:</b>	Card Swipe: _____ %	<input type="checkbox"/> Retail	<input type="checkbox"/> Lodging/Car Rental
<b>MONTHLY VOLUME*:</b>	<b>AVERAGE:</b>	<b>HIGH:</b>	Manual with Imprint, Card Present: _____ %	<input type="checkbox"/> Restaurant	<input type="checkbox"/> B2B
<b>ANNUAL VOLUME:</b>			Mail/Telephone Order: _____ %	<input type="checkbox"/> Service	<input type="checkbox"/> City/Government
<i>*The Ticket Size and Monthly Volume amounts are subject to credit approval.</i>			Internet: _____ %	<input type="checkbox"/> Seasonal	
			Total: _____ 100 %	<input type="checkbox"/> Internet	
				<input type="checkbox"/> MOTO	

#### BANK ACCOUNT INFORMATION

Name of Bank:	Bank Contact:	Bank Phone #:
Checking Account #:	Routing/Transit #: (9 Digits)	Date Opened:

Merchant's Bank Rep. Signature: \_\_\_\_\_

### OWNERS / CERTIFICATION OF BENEFICIAL OWNER(S)

Name and Title of Natural Person Opening Account						
1. Legal First Name:	Full Legal Middle Name:	Legal Last Name:	Title:	Date of Birth:	SSN:	Phone #:
Residence Address:			City:	State:	Zip:	% Ownership:
2. Legal First Name:	Full Legal Middle Name:	Legal Last Name:	Title:	Date of Birth:	SSN:	Phone #:
Residence Address:			City:	State:	Zip:	% Ownership:
3. Legal First Name:	Full Legal Middle Name:	Legal Last Name:	Title:	Date of Birth:	SSN:	Phone #:
Residence Address:			City:	State:	Zip:	% Ownership:
4. Legal First Name:	Full Legal Middle Name:	Legal Last Name:	Title:	Date of Birth:	SSN:	Phone #:
Residence Address:			City:	State:	Zip:	% Ownership:

**Federal Beneficial Owner(s) regulations require the above information for each individual who owns 25% or more of the legal entity and an individual responsible for managing the legal entity (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer).**

### BUSINESS TRADE SUPPLIERS

Name:	Product Purchased:	Contact:	Phone:
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### MERCHANT SITE SURVEY REPORT (TO BE COMPLETED BY SALES REPRESENTATIVE)

Merchant Location: <input type="checkbox"/> Retail Location with Store Front <input type="checkbox"/> Office Building <input type="checkbox"/> Residence <input type="checkbox"/> Other:			
The Merchant: <input type="checkbox"/> Owns <input type="checkbox"/> Leases the Business Premises   Landlord/Business Premises Owner Name & Phone Number: _____			
I hereby verify that this application has been fully completed by the Merchant Applicant and that I have physically inspected the business premises of the Merchant at this address, and the information stated above is true and correct to the best of my knowledge and belief.			
Representative Signature:	Office #:	Rep. #:	Date:

## Rates & Fees

(VISA®/MASTERCARD®/AMERICAN EXPRESS®/DISCOVER®)

### CREDIT/CHECK CARD RATES

Card Types to be Accepted (Visa/MasterCard):  Both  Credit/Business  Consumer Signature Debit  
Please note: If MERCHANT elects not to accept both, additional registration is required by Visa and MasterCard, and approval of the merchant account will be delayed until all necessary forms are submitted.

#### American Express® Pass-Through (OptBlue)

Pass-Through + \_\_\_\_\_%      Transaction Fee: \$ \_\_\_\_\_      Authorization Fee: \$ \_\_\_\_\_

#### American Express® One Rate (OptBlue)

Discount Rate: \_\_\_\_\_%      Transaction Fee: \$ \_\_\_\_\_      Authorization Fee: \$ \_\_\_\_\_

#### American Express® Direct Card Acceptance

Are you currently processing directly with American Express?  Yes  No  
If yes, complete the merchant number here: \_\_\_\_\_

Authorization Fee: \$ \_\_\_\_\_      Transaction Fee: \$ \_\_\_\_\_

American Express rates are based on the actual amount of each transaction and will be assessed a 0.30% charge for any non-swiped or digitally enabled transactions. See the American Express Card Acceptance Terms & Conditions for additional information and terms of use. AMEX prepaid transactions will be processed at the AMEX Discount Rate stated above. Eligible Merchants will be set up with the above listed AMEX rate(s) through American Express' OptBlue program, if available. If Merchant's account is not eligible for the OptBlue program, Merchant will be set up directly with American Express under their current rates.

Would Merchant like to receive American Express marketing materials?  Yes  No (See the American Express Card Acceptance Terms & Conditions for additional information.)

#### Pass-Through (VS/MC/DS)

Credit Card Rate: \_\_\_\_\_%      Credit Card Transaction Fee: \$ \_\_\_\_\_      Authorization Fee: \$ \_\_\_\_\_

Check Card Rate: \_\_\_\_\_%      Check Card Transaction Fee: \$ \_\_\_\_\_

Discount Rates are based on several factors, including but not limited to: Merchant's business type, method of sale, processing procedures, transaction amount and type of card accepted for payment. The previously mentioned factors and/or deviations from the standards established by Visa/MasterCard/Discover may result in increased Discount Rates. See paragraph 27 of the Merchant Credit Card Processing Terms & Conditions for additional information and terms of use.

#### Pass-Through ++ (VS/MC/DS)

##### Target Qualification Level (Selection required)

- Retail (VS CPS Retail, MC Merit III, DS Retail)
- Restaurant (VS CPS Restaurant, MC Merit III, DS Restaurant Core)
- Small Ticket (VS Small Ticket, MC Convenience Purchase, DS Express Services Core)
- MOTO (VS Card Not Present, MC Merit I, DS Card Not Present)
- Lodging/Auto Rental (VS CPS Hotel & Auto Rental Card Present, MC Lodging & Auto Rental, DS Hotel/Car Rental Core)

Credit Card Rate: \_\_\_\_\_%      Credit Card Transaction Fee: \$ \_\_\_\_\_      Authorization Fee: \$ \_\_\_\_\_

Check Card Rate: \_\_\_\_\_%      Check Card Transaction Fee: \$ \_\_\_\_\_      Surcharge: \_\_\_\_\_%

The above Discount Rate(s) are for Target Level Qualified transactions only. The Target Qualification Level is based on your industry and how your transactions will most likely be processed. Qualification is based on several factors, including but not limited to: Merchant's business type, method of sale, processing procedures, transaction amount and type of card accepted for payment. The previously mentioned factors and/or deviations from the standards established by Visa/MasterCard/Discover may result in an additional fee. See paragraph 27 of the Merchant Credit Card Processing Terms & Conditions for additional information and terms of use.

#### Bill Back (VS/MC/DS)

##### Target Qualification Level (Selection required)

- Retail (VS CPS Retail, MC Merit III, DS Retail)
- Restaurant (VS CPS Restaurant, MC Merit III, DS Restaurant Core)
- Small Ticket (VS Small Ticket, MC Convenience Purchase, DS Express Services Core)
- MOTO (VS Card Not Present, MC Merit I, DS Card Not Present)
- Lodging/Auto Rental (VS CPS Hotel & Auto Rental Card Present, MC Lodging & Auto Rental, DS Hotel/Car Rental Core)

Credit Discount Rate: \_\_\_\_\_%      Credit Transaction Fee: \$ \_\_\_\_\_      Authorization Fee: \$ \_\_\_\_\_

Check Discount Rate: \_\_\_\_\_%      Check Transaction Fee: \$ \_\_\_\_\_      Surcharge: \_\_\_\_\_%

The above Discount Rate(s) are for Target Level Qualified transactions only. The Target Qualification Level is based on your industry and how your transactions will most likely be processed. Qualification is based on several factors, including but not limited to: Merchant's business type, method of sale, processing procedures, transaction amount and type of card accepted for payment. The previously mentioned factors and/or deviations from the standards established by Visa/MasterCard/Discover may result in an additional fee. See paragraph 27 of the Merchant Credit Card Processing Terms & Conditions for additional information and terms of use.

### CREDIT/CHECK CARD RATES, CONTINUED

**Tiered Credit Card (VS/MC/DS)** *Note: When selecting tiered pricing, Tiered Credit Card must always be completed.*

Qualified Rate: _____%	Qualified Transaction Fee: \$ _____	<b>Authorization Fee:</b> \$ _____
Mld-Qualified Rate: _____%	Mid-Qualified Transaction Fee: \$ _____	
Non-Qualified Rate: _____%	Non-Qualified Transaction Fee: \$ _____	

**Tiered Rewards (VS/MC/DS)**

Qualified Rate: _____%	Qualified Transaction Fee: \$ _____	<b>Authorization Fee:</b> \$ _____
Mld-Qualified Rate: _____%	Mid-Qualified Transaction Fee: \$ _____	
Non-Qualified Rate: _____%	Non-Qualified Transaction Fee: \$ _____	

**Tiered Check Card (VS/MC/DS)**

Qualified Rate: _____%	Qualified Transaction Fee: \$ _____	<b>Authorization Fee:</b> \$ _____
Mld-Qualified Rate: _____%	Mid-Qualified Transaction Fee: \$ _____	
Non-Qualified Rate: _____%	Non-Qualified Transaction Fee: \$ _____	

**Regulated Check Card (VS/MC/DS)**

Qualified Rate: _____%	Transaction Fee: \$ _____	<b>Authorization Fee:</b> \$ _____
Discount Rates are based on several factors, including but not limited to: Merchant's business type, method of sale, processing procedures, transaction amount and type of card accepted for payment. The previously mentioned factors and/or deviations from the standards established by Visa/MasterCard/Discover may result in increased Discount Rates. Regulated Check Card increased Discount Rates would match your Check Card Non-Qualified Discount Rates. See paragraph 27 of the Merchant Credit Card Processing Terms & Conditions for additional information and terms of use.		

### OTHER FEES† (See Paragraph 27 in the Merchant Credit Card Processing Terms & Conditions for information relating to these and other fees.)

Monthly Report Fee: \$ _____	Annual Membership Fee: \$ _____	Annual Membership Fee Bill Date: ___/___/___	Retrieval Fee: \$ _____
ACH Reject Fee: \$ _____	Monthly Service Charge: \$ _____	MasterCard License Volume Fee: Pass-Through†	ACH Fee: \$ _____
Internet Service Fee: \$ _____	FirstView Monthly Fee: \$ _____*	Visa Network Fee: Pass-Through†	AVS Fee: \$ _____
Chargeback Fee: \$ _____	Account Minimum Fee: \$ _____	Voice Authorization Fee: \$ _____	Batch Fee: \$ _____
Monthly Account Fee: \$ _____	Monthly Statement Fee: \$ _____	Monthly Maintenance Fee: \$ _____	Help Desk Fee: \$ _____
Terminal Service Fee: \$ _____	Micros Fee: \$ _____ per transaction	†Card Brand fees are pass through fees and can vary monthly.	

\*STATEMENT NOTICE: Unless specified otherwise, monthly statements available on-line through FirstView. The FirstView website (URL) and password will be provided in your welcome kit.

**WIRELESS FEES: (MANDATORY IF UTILIZING A WIRELESS TERMINAL)**

Transaction Surcharge (per item): \$ \_\_\_\_\_ Activation/Re-Activation Fee (per terminal): \$ \_\_\_\_\_ Monthly Access Fee (per terminal): \$ \_\_\_\_\_

SN: \_\_\_\_\_ SIM CARD: \_\_\_\_\_

†Additionally dues, fees, and assessments ("DF&A") will be assessed on each transaction. DF&A for each card brand will be reflected as a separate line item on Merchant's monthly statement. The following brand-related fees may be assessed or be itemized on Merchant's statements: Acquirer Processor Fee Credit-VS, Acquirer Processor Fee Check-VS, Non-Settle Fee for VS (MISUSE OF AUTH FEE-VS), Transaction Integrity Fee-VS, Zero Floor Limit VS, Cross Border Fee-VS, International Assessment Fee for VS (INTL SERVICE FEE-VS), Fixed Acquirer Network Fee for VS-Card Present (NETWORK FEE CP-VS), Fixed Acquirer Network Fee for VS-Card Not Present (NETWORK FEE CNP-VS), Base II System File Transmission Fee for VS (TRANSMISSION FEE-VS), Zero Amount Fee-VS (ZERO AMT FEE-VS), Network Acquirer Brand Usage Fee or NABU for MC (NETWORK ACCESS AUTH FEE-MC), Processing Integrity Fee-Preauthorization (PREAUTH-MC), Processing Integrity Fee-Undefined Authorization (UNDEF AUTH-MC), Processing Integrity Fee-Final Authorization (FNL AUTH-MC), Processing Integrity Fee-Final Authorization-Minimum (FNL AUTH MIN-MC), Global Acquiring Program Fee for MC (GLOBAL ACQUIRER FEE-MC), Cross Border Fee for MC (US CROSS BORDER FEE-MC), License Volume Fee for MC (LICENSE VOLUME FEE-MC), Digital Enablement Fee MC, Acquirer Address Verification System Fee for MC (ACQUIRER AVS FEE-MC), Address Verification System Fee-Card Not Present for MC (AVS FEE CNP-MC), Account Status Inquiry Service-Interregional (ACCT STATUS INQ SVC-INTER-MC), Account Status Inquiry Service-Intraregional (ACCT STATUS INQ SVC-INTRA-MC), CVC2 TRANS FEE-MC, Merchant Location Fee for MC (MER LOC FEE-MC), Data Usage Fee-DS, International Processing Fee for DS (INTL PROCESSING FEE-DS), International Service Fee for DS (INTL FEE-DS), Inbound Fee for AX (INBOUND AX VOL), Network Fee for AX (NTWK FEE AX VOL), Non-Swiped Transaction Fee for AX (NONSWIPE AX VOL) and Digital Wallet Transaction Fee for AX (DGT WLT AX VOL).

A "PCI Fee" may be charged in association with a PCI DSS compliance program which Bank may make available through a third-party.

**NEXT DAY FUNDING (VANTIV)** *(See the Next Day Funding Terms & Conditions for information relating to these and other fees.)*

NEXT DAY FUNDING RATE\*: \_\_\_\_\_%  MONTHLY FEE: \$ \_\_\_\_\_

\*Next Day Funding rate shall be charged on total credit and debit volume. **Subject to Credit Approval and Criteria.**

### Additional Products & Services

**DEBIT/EBT**

Debit Rate: _____%	Debit Transaction Fee: \$ _____	Debit Access Fee: \$ _____ per month
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Cashback: Cashback Limit: \$ \_\_\_\_\_ Cashback limit cannot exceed \$500.00  EBT Transaction Fee: \$ \_\_\_\_\_ per transaction

FCS #: \_\_\_\_\_ FNS #: \_\_\_\_\_

Pass-Through of Debit Interchange & Network Fees

**Debit/EBT network fees will be billed on a pass-through basis.** (See paragraph 26 in the Merchant Debit/EBT Processing Terms & Conditions for other Debit Related Fees.)

By applying for EBT processing services and providing the FCS/FNS number(s), Merchant warrants it is an approved and authorized agent of the State or Government to conduct EBT transactions. Additional paperwork may be required.

**FLEET/FUEL SERVICES**

**Voyager**

Discount Rate: _____%	Authorization Fee: \$ _____	Monthly Fee: \$ _____
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**Wright Express**

Authorization Fee: \$ \_\_\_\_\_

Discount rate and any additional processing fees for Wright Express will be established and communicated directly by Wright Express.

<input type="checkbox"/> <b>1stPAY GATEWAY SERVICES</b> (CHOOSE SERVICE(S) BELOW)		
<b>Service</b> <input type="checkbox"/> Total Package <input type="checkbox"/> Gateway <input type="checkbox"/> Batch Processing (off-line transactions only) <input type="checkbox"/> MOTO Virtual Terminal <input type="checkbox"/> Virtual Point-of-Sale <input type="checkbox"/> 1stPay Vault <input type="checkbox"/> 1stPayMobile (Complete 1stPayMobile Section)	<b>Other 1stPay Gateway Service Fees:</b> Monthly Fee: \$ _____ Set Up Fee: \$ _____ Gateway Transaction Fee: \$ _____ Device(s) Encryption Fee(s)*: Qty. _____ x \$ _____ per month	<b>1stPayMobile Fees:</b> Monthly Fee: \$ _____ (Includes first device) Set Up Fee: \$ _____ Gateway Transaction Fee: \$ _____ Additional Device(s) Encryption Fee(s)*: Qty. _____ x \$ _____ per month
*(Any devices added are subject to additional fees.) (See the FirstPay.Net 2.0 Processing Terms & Conditions for information relating to these services.)		
Web Developer: _____ Phone: _____ Email: _____		

# ACKNOWLEDGEMENTS

Merchant and each Guarantor by signing below acknowledge to have received and read the Merchant Application & Agreement and the Merchant Processing Terms & Conditions as part of an application for Merchant Processing and related services.

**Member Bank Disclosure:** The responsibilities listed below do not supersede terms of the Merchant Application & Agreement or Merchant Terms & Conditions and are provided to ensure Merchant understands the important obligations of each party.

Member Bank (Acquirer) Information:	
Acquirer Name:	Fifth Third Bank
Acquirer Address:	Attn: Relationship Manager, 38 Fountain Square Plaza, Cincinnati, OH 45263
Contact Phone:	817-317-2996
Acquirer Phone:	866-250-9764

### Important Member Bank (Acquirer) Responsibilities:

1. Fifth Third Bank is the **only entity** approved to extend acceptance of MasterCard® and Visa® products directly to a Merchant.
2. Fifth Third Bank must be a principal (signer) to the Merchant Agreement.
3. Fifth Third Bank is responsible for educating Merchants on pertinent MasterCard® and Visa® Operating Regulations with which Merchants must comply.
4. Fifth Third Bank is responsible for settlement of funds to the Merchant.
5. Fifth Third Bank is responsible for all funds held in reserve that are derived from settlement.

### Important Merchant Responsibilities:

1. Ensure compliance with cardholder data security and storage requirements. (See paragraph 21 of the Merchant Processing Terms & Conditions)
2. Maintain fraud and chargebacks below acceptable thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with MasterCard®, Visa®, American Express®, and Discover® Operating Rules and Regulations.

# ACKNOWLEDGEMENTS

**Debit/Credit Authorization:** MERCHANT hereby authorizes Fifth Third Bank, an Ohio banking corporation, Member FDIC and First American Payment Systems, L.P. ("Bank") to initiate Automated Clearing House ("ACH") debit/credit entries to any bank account for all fees, costs, and amounts due to Bank or payable to MERCHANT pursuant to this Merchant Application & Agreement and ACH rules and regulations. In the event that a credit or debit entry is erroneously initiated, MERCHANT authorizes Bank immediately to correct such error. The authorizations set forth herein shall remain in full force and effect until all obligations of MERCHANT to Bank have been performed in full and Bank has received payment of all fees, costs, and amounts due or which may become due from MERCHANT. This authorization extends to all entries including, but not limited to, lease, rental or purchase agreements for POS terminals and/or accompanying equipment and amounts due for supplies and materials. MERCHANT/Applicant authorizes the Bank, American Express, and any other credit reporting agency employed by Bank, or any other agent of Bank, to make inquiries the Bank deems appropriate, including but not limited to background investigations, credit reports, and other lawful sources to screen, investigate, verify, monitor or research any information obtained from merchant or contained herein for the purpose of this application or any application for accompanying POS terminal(s) or equipment financing. MERCHANT authorizes Bank to release information disclosed on the Merchant Application & Agreement and/or information regarding MERCHANT's transactions and experiences between Bank and MERCHANT to Bank's vendors, affiliates, third parties or business partners, and to use stated information for marketing and administrative purposes. MERCHANT may not change or alter its account information without thirty (30) days prior written notification to Bank and the execution of any forms or instruments deemed reasonably necessary by Bank.

MERCHANT and/or Guarantor certifies that the information supplied in the Merchant Profile Section is accurate and acknowledges that the requested amounts must be approved by Bank. Any variance to this information as approved by Bank could result in delayed and/or withheld settlement of funds. Also, see paragraph 28 of the Merchant Processing Terms & Conditions.

**This Agreement shall continue in full force and effect for a term of 36 months from approval by Bank and is subject to an Early Termination Fee of no less than \$0.00\*. Also, see paragraph 23 of the Merchant Processing Terms & Conditions.**

**All parties mutually agree that this is a commercial contract between businesses, not a consumer contract.**

*IMPORTANT NOTICE: All information contained in this application was supplied by Merchant and/or Guarantor. First American Payment Systems, L.P. and/or Fifth Third Bank, an Ohio banking corporation, Member FDIC shall not be responsible for any change in printed terms unless specifically agreed to in writing by an officer of First American Payment Systems, L.P. and/or Fifth Third Bank, an Ohio banking corporation, Member FDIC. First American Payment Systems, L.P. may exercise the legal rights and receive the benefits of Fifth Third Bank, an Ohio banking corporation, Member FDIC of all provisions, terms and conditions hereof.*

**Assignment of Application/Agreement:** This application and, if accepted by assignee hereunder in accordance with the terms and conditions of this application, this Agreement may be assigned by Fifth Third Bank, an Ohio banking corporation, Member FDIC, and/or First American Payment Systems, L.P. (hereinafter defined as "Bank"), or their respective affiliates or subsidiaries, to third parties without prior notice to MERCHANT. In the event of such assignment, all rights and obligations of Bank set forth in this application and this Agreement will be assumed by such third party or parties. **By signing below, MERCHANT hereby consents to such assignment.**

**MERCHANT UNDERSTANDS THAT THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL MERCHANT HAS BEEN ACCEPTED BY FIRST AMERICAN PAYMENT SYSTEMS, L.P., AND/OR FIFTH THIRD BANK, AN OHIO BANKING CORPORATION, MEMBER FDIC AND A MERCHANT NUMBER IS ISSUED.**

**MERCHANT and each Guarantor by signing below acknowledge to have received, read, and be bound by the Merchant Application & Agreement and the Merchant Processing Terms & Conditions. By signing below, MERCHANT acknowledges no verbal agreements or representations have been made and MERCHANT and Guarantor have relied solely on the Merchant Application & Agreement and the Merchant Processing Terms & Conditions.**

The undersigned personally warrants and represents that the persons identified in numbers 1 and/or 2 have the authority to execute the Merchant Application & Agreement and the Merchant Processing Terms & Conditions on behalf of the herewithin named entity and bind the entity to the Merchant Processing Terms & Conditions.

**By signing below, the undersigned hereby certifies, to the best of their knowledge, that the information provided in the Owners / Certification of Beneficial Owner(s) section is complete and correct.**

**PRINT LEGAL NAME OF MERCHANT BUSINESS AS SHOWN ON FEDERAL TAX RETURN - DO NOT SIGN INCOMPLETE DOCUMENT**

X SIGN HERE  
#1 FROM APPLICATION - SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

X SIGN HERE  
#2 FROM APPLICATION - SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

# INDIVIDUAL GUARANTY (NO TITLES)

The undersigned jointly and severally (if more than one) unconditionally guarantee to Fifth Third Bank, an Ohio banking corporation, Member FDIC, First American Payment Systems, L.P., and their successors and assigns ("First American") the full and prompt payment when due and performance of all the obligations of every kind of MERCHANT arising directly or indirectly out of the Merchant Application & Agreement, Merchant Processing Terms & Conditions and all amendments or extensions thereto (collectively, the "Agreement") or any document or agreement executed and delivered by MERCHANT in accordance with the terms of the Agreement. This is a continuing guarantee and shall not be discharged or affected by each of the undersigned, shall bind the estate, heirs, administrators, representatives, successors and assigns, and may be enforced by or for the benefit of any assignees or successor of First American. Each of the undersigned hereby consents and agrees that First American may at any time, and from time to time, without notice to or further consent from any Guarantor, either with or without consideration, surrender any property or other security of any kind or nature whatsoever held by it or by any person, firm or corporation on its behalf or for its account, securing the liability of MERCHANT hereby guaranteed; substitute for any collateral so held by it other collateral of like kind, or of any kind; grant releases, compromises and indulgences with respect to the liability of MERCHANT hereby guaranteed and to any persons or entities now or hereafter liable therefore or hereunder; release any Guarantor of MERCHANT; or take or fail to take any action of any type whatsoever, and no such action which First American shall take or fail to take in connection with the Agreement or for the performance of any obligations or undertakings of MERCHANT, nor any course of dealing with MERCHANT or any other person, shall release any Guarantor's obligations hereunder, affect this Guaranty in any way or afford any Guarantor any recourse against First American.

The undersigned agrees, consents and submits to the Courts of the State of Texas, County of Tarrant, and agrees that such courts shall have exclusive jurisdiction and shall be the proper venue for the determination of all controversies and disputes arising hereunder. The undersigned agrees to pay all attorney fees and other expenses incurred by First American. By signing below, each Guarantor hereby agrees: (i) to have read and accepted all terms and conditions of this agreement contained herein, and (ii) that he/she will benefit from the services and financial accommodations provided to MERCHANT's business.

First American may proceed against any Guarantor with or without joining or first proceeding against MERCHANT or any other persons. The undersigned further unconditionally authorize(s) First American or its agents to investigate the information and references contained herein, and to obtain additional information about Guarantor(s) from credit bureaus and other lawful sources, including persons and companies named in the Agreement.

X SIGN HERE \_\_\_\_\_ X SIGN HERE \_\_\_\_\_  
GUARANTOR SIGNATURE #1 DATE \_\_\_\_\_ GUARANTOR SIGNATURE #2 DATE \_\_\_\_\_