MERCHANT #: _____ Sales Rep. name: _____ ISO #: Discover Data LLC

1. BUSINESS INFORMATION

Corporate / Legal Name:	Merchant Name (Dba Or Trade Name):
Corporate Address:	Location Address:
City: State: Zip:	City: State: Zip:
Contact Business #: Federal Tax Id#:	Contact Business #: Email Address:
Years In Business: # Of Locations: 1 Please Choose Mailing Address: ☐ DBA ☐ LEGAL	WEBSITE:

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per: IRS regulations.

2. OWNERS / PARTNERS / OFFICERS

All Owners with up to 25% or more ownership or owners with significant responsibility managing the legal entity must be added.

OWNERS /PARTNERS /OFFICERS 1	OWNERS /PARTNERS /OFFICERS ***
Name:	Name: _____ Ownership % _____
Title: % Of Ownership* _____ Guarantor** ☐ Yes ☐ No	Name: _____ Ownership % _____
Home Address:	
City: State: Zip:	Name: _____ Ownership % _____
Telephone:	
Social Security #: Date of Birth:	Additional information for ownership:
Email Address:	

Prior Bankruptcies: ☐ Yes ☑ No   ☐ Business   ☐ Personal   Date Discharged: _____

*Each individual who owns, directly or indirectly through any contract, arrangment, understanding relationship or otherwise, 25% or more of the equity interests of the Client, or who is the Client's sole proprietor, must be added.
** A Guarantor means a "beneficial owner" who is identified as the authorized signer, with significant responsibility and control (e.g. Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer).
***An addendum will be provided for any owner not stated on the application with 25% or more ownership in the aforementioned company(or legal entity)

3. SALES PROFILE

DOES THIS LOCATION CURRENTLY TAKE VISA/MASTERCARD/DISCOVER® NETWORK? ☐ Yes   ☐ No

	Must equal to 100%	
Average Ticket $ _____	Retail Chip/Swipe	%
Maximum Ticket $ _____	Card Present Keyed	%
Monthly Volume $ _____	Mail/phone	%
	Internet	%

Funding: ☑ Regular ☐ Next Day ☐ Same Day   Billing type: ☐ Monthly ☑ Daily

Business to Business % _____ To Consumer % _____ To Government % _____

4. BUSINESS PROFILE

OWNERSHIP: MUST PROVIDE DOCUMENTATION

☐ INDIVIDUAL / SOLE PROPRIETOR   ☐ LLC   ☐ PA/PC   ☐ PUBLICLY TRADED   ☐ OTHER: _____
☐ PARTNERSHIP   ☑ CORPORATION   ☐ GOVERNMENT   ☐ NON-PROFIT

BUSINESS TYPE: ☐ RETAIL ☐ RESTAURANT ☐ SERVICE ☐ INTERNET ☐ LODGING ☑ OTHER: _____

MCC: _____   Goods and services: _____

Bank Name:	Routing Number #:	Account Number #:

Please describe your refund / return policy:

5. SITE INSPECTION SURVEY

MERCHANT: ☐ OWNS ☐ RENTS   NAME & ADDRESS LANDLORD/MGT.CO:

AREA ZONED: ☐ COMMERCIAL ☐ INDUSTRIAL ☐ RESIDENTIAL   **SQUARE FOOTAGE:** ☐ 0-500 ☐ 501-1000 ☐ 1001-2000 ☐ 2001-4000 ☐ OTHER   (EST. SQ. FT)

INVENTORY MAINTAINED: ☐ ON SITE ☐ WAREHOUSE OFF SITE ☐ FULFILLMENT CENTER , PROVIDE NAME & ADDRESS _____

WAS THE OFF-SITE LOCATION VISITED?: ☑ YES ☐ NO IF NO, EXPLAIN: _____

DOES THE AMOUNT OF INVENTORY ON SHELVES , FLOOR AND IN WAREHOUSE APPEAR CONSISTENT WITH THIS TYPE OF BUSINESS AND CREDIT CARD VOLUME?:
☑ YES ☐ NO IF NO, EXPLAIN: _____

DOES THE SIGNAGE INSIDE AND OUTSIDE MATCH THE GOODS OR SERVICES SOLD LISTED ON THE APPLICATION?:
☑ YES ☐ NO   IF NO, EXPLAIN: _____

I hereby verify that I have inspected the business premises of the merchant at this address and the information stated above is correct to the best of my knowledge and belief.

Inspected By (Print Name): Albert Takhalov   Signature: _____   Date: 05/06/24

6. CARD NOT PRESENT INFORMATION

If you process 20% or more of your credit card volume without chip and or card present, please complete the section below:

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

2. If internet, please check your type of business.

☐ Web Hosting ☐ Domain Registration ☐ Web Page Design ☐ Auction ☐ Internet Service Gateway

☐ Selling Digital Service ☐ Advertisement ☐ Selling Hard Goods ☐ Other: _____

If you're an e-commerce business or if you're selling online, list the encryption methods, vendors 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: _____

7. SERVICE ACCEPTANCE AND FEE SCHEDULE

☐ **Surcharge (Pass on Credit Card processing fees to customers)**

Credit Card Surcharge Amount	%	$	Debit Card Pass-thru Interchange	%	$

Merchant is responsible for all processing fees on Card transactions. If Merchant does not apply a Surcharge to a Card transaction, the Merchant is still responsible for the associated processing fees. As a Surcharge Merchant, you agree to post signage as required by the Card Organizations or Settlor that informs Cardholders and/or customers of the Merchant Surcharge policy. The signage shall be placed at the entry point of the store and at the point of sale. When conducting an ecommerce transaction, the surcharge disclosure shall appear on the frst page that references credit card brands and shall include the % of the surcharge on credit card transactions.

■ **Pass Through Interchange**

Visa/MasterCard/Discover Qual Credit	$0.00 + 0.30 %	Visa/MasterCard/Discover Qual Debit	$0.00 + 0.30 %	American Express Qual Credit	$0.10 + 0.50 %

☐ Tiered ☐ Flat Rate	QUAL			MID			NON
Visa/MasterCard/Discover Qual Debit	%	$	Visa/MasterCard/Discover Debit Mid Qual	%	$	Visa/MasterCard/Discover Debit Non Qual	%	$
Visa/MasterCard/Discover Qual Credit	%	$	Visa/MasterCard/Discover Credit Mid Qual	%	$	Visa/MasterCard/Discover Credit Non Qual	%	$
Amex Opt Blue Qual	%	$	Amex Opt Blue Mid Qual	%	$	Amex Opt Blue Non Qual	%	$

☐ **ERR**

Visa/MC/Discover/Qual Credit	%	Visa/MC/Discover/Qual Debit	%	American Express/Qual Credit	%

Pin Debit Fee Schedule

■ Pass Through Pin Debit Network Fees. **YOU MUST SELECT TO ENABLE PIN DEBIT**

■ Pin Debit Discount Rate	0.30 %	Pin Debit Transaction Per Item	$0.00

8. AUTHORIZATION, MONTHLY & SPECIAL PROGRAM FEES

Visa/MC/Discover	$ 0.15	Amex	$ 0.15	Pin Debit	$ 0.25	Pin Debit Access Fee	$ 0.00	Batch Fee	$ 0.15	AVS	$ 0.02	Wirelesss Per Item	$ 0.00	Wireless Access Fee	$ 0.00

Wireless Activation	$ 0.00	Statement Fee	$ 0.00	Monthly Minimum	$ 25.00	Internet Gateway Access Fee	$ 0.00	Internet Gateway Per Item	$ 0.00	Voice Auth	$ 0.95	Annual Fee	$ 0.00	PCI Non-Compliance	$ 21.95

PCI Monthly Fee	$ _____	PCI Annual Fee	$ 0.00	Chargeback Fee	$ 25.00	Retrieval Fee	$ 5.00	1099K Reporting	$ 0.00	TIN Mis-Match (until validated)	$ 9.95	ACH Reject Fee	$ 25.00	ETF Fee	$ 750.00

Next Day Funding (cut off time 10:45 pm ET)	$ 0.00	Same Day Funding (cut off time 1:45 pm ET)	$ _____	EBT	$ 0.25	FCS # (please provide copy of license): _____

	$	Start Mo/Yr	Frequency (one-time, monthly, annually)		$	Start Mo/Yr	Frequency (one-time, monthly, annually)
Misc Fee				Misc Fee			
Misc Fee				Misc Fee			
Misc Fee				Misc Fee			

9. EQUIPMENT SETUP

Type of Equipment	Manufacturer	Model	Qty	Deployment			
☐ Terminal ☐ Pin Pad ☐ Printer ☐ VAR				☐ Reprogram (merchant owned)	☐ Purchased by ISO/Agent	☐ New Order (attach Purchase Order Form)	☐ Placement (attach placement agreement)
☐ Terminal ☐ Pin Pad ☐ Printer ☐ VAR				☐ Reprogram (merchant owned)	☐ Purchased by ISO/Agent	☐ New Order (attach Purchase Order Form)	☐ Placement (attach placement agreement)

SHIPPING INSTRUCTIONS	TERMINAL FEATURES			
☐ SHIP TO MERCHANT	Connection:	☐ Dial	☐ Ethernet	☐ Wireless 3G
☐ SHIP TO SALES REP	Auto-Close Time:			
☐ DO NOT SHIP. SALES REP PROVIDE TERMINAL. SERIAL NUMBER	Report Type:	☐ Detailed	☐ Total	☐ Both
☐ DO NOT SHIP. SALES REP PICK UP	Special Instructions			

10. MERCHANT ACCEPTANCE AND AGREEMENT

By executing this Merchant Application on behalf of the merchant described above (the "Merchant"), the undersigned individual(s): (i) represent(s) and warrant(s) that all information contained in this Merchant Application is true, correct and complete as of the date of this Merchant Application, and that such individual(s) have the requisite corporate or company power and authority to complete and submit this Merchant Application and make and provide the acknowledgements, authorizations and agreements set forth below, both on behalf of the Merchant and individually; (ii) acknowledge(s) that the information contained in this Merchant Application is provided for the purpose of obtaining, or maintaining a merchant account with Bank on behalf of the Merchant; (iii) authorize Bank to investigate the credit of the Merchant and each person listed on this Merchant Application; (iv) agree, on behalf of the Merchant and in the event this Merchant Application is accepted and executed by Bank, to the Fee Schedule set forth above and to the Terms and Conditions included with and incorporated into this Merchant Agreement; (v) has received and reviewed a copy of the terms and conditions available on Netevia website at: https://netevia.com/merchant-agreements/ (or Merchant requested and has been provided with a paper form of these terms and conditions) and agrees to these terms and conditions, (vi) Terms and Conditions available on Netevia website may be amended with prior notice to merchant. Merchant understands that this Agreement shall not take effect until Merchant has been approved by the Bank and a merchant number is issued.

*If your Merchant account starts with the following digits, you are an Esquire bank customer: 9180, 9254,If your Merchant account starts with the following digits, you are an Evolve bank customer: 5581, If your Merchant account starts with the following digits, you are an FFB bank customer: 7421

Merchant: _____ Date: _05/06/2024_ Signature of Principal/ Owner #1: _____ Title: _____
Print Legal Name of Merchant Business

Processor: _____

(Signature): _____

(Name and Title): _____ Signature of Principal/ Owner #2: _____ Title: _____

11. PERSONAL GUARANTEE

In consideration of Bank's acceptance of this Agreement, the undersigned Guarantor (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to Bank under the Agreement, and payment of all sums due there under, and in the event of default, hereby waives notice of default and agrees to indemnify Bank for all funds due from Merchant pursuant to the terms of the Agreement. Guarantor waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant, and further waives any and all rights or defenses arising by reason of any modification or change in the terms of the Agreement whatsoever, including, without limitation, the renewal, extension, acceleration, or other change in the time any payment or other performance there under is due, and / or any change in any interest or discount rate or fee there under. Guarantor confirms that Guarantor, collectively or individually, is a party to the Agreement, and unconditionally and specifically authorizes Bank or their authorized agents, to debit any overdue fees, costs, chargebacks, fines, fees, penalties, expenses or obligations under the Agreement and / or any contractual relationship with Bank from any personal checking account or other account owned or controlled by Guarantor, and further to report any default hereunder on Guarantor's personal Credit Bureau Report. Guarantor agrees to pay all costs and expenses of whatever nature, including attorneys' fees and other legal expenses, incurred by or on behalf of Bank in connection with the enforcement of this Guaranty.

Guarantor #1: _____ Date: _05/06/2024_ Guarantor #2: _____ Date: _____

12. BANK DISCLOSURE

Member Bank Information:

 Member Bank Information: Evolve Bank & Trust, 6000 Poplar Avenue, Suite 300 Memphis, TN 38119

 Member Bank Information: ESQUIRE BANK, NA, 100 Jericho Quadrangle, Suite 100 Jericho, NY 11753

 Member Bank Information: FFB Bank, 7690 N Palm Ave # 101 Fresno, CA 93711

Important Bank Responsibilities:
1. Bank is the only entity approved to extend acceptance of VISA, MasterCard, Discover and American Express products directly to a Merchant.
2. Bank must be a principal (signor) to the Merchant Agreement.
3. Bank is responsible for educating Merchants on pertinent VISA, MasterCard, Discover and American Express Operating Regulations with which Merchants must comply.
4. Bank is responsible for and must provide settlement funds to the Merchant.
5. 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.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with VISA, MasterCard, Discover and American Express Operating Regulations.

Important Merchant Responsibilities: The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the VISA Member— Bank —is the ultimate authority should the Merchant have any problems.

Merchant's Signature: _____ Date: _05/06/2024_

Merchant's Printed Name: _____ Date: _____