

Relationship _____ Association _____
Sales Rep Name _____ Application Date _____

1. GENERAL INFORMATION		2. BUSINESS LOCATION INFORMATION		3. BUSINESS STRUCTURE		Page 1 of 1
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? <input type="checkbox"/> Yes <input type="checkbox"/> No		Business Email		D&B#
Business Website Address			Fed Tax ID # (Must match IRS income tax filing)		Tax Type	
Multiple locations? <input type="checkbox"/> Yes <input type="checkbox"/> No Additional location to existing MID _____ If Yes, enter # of locations <input type="checkbox"/>			Tax Filing Name			
Send retrieval/chargeback requests to <input type="checkbox"/> Corporate Address <input type="checkbox"/> Location Address			Date Business Started		Length Current Ownership	
Send monthly merchant statements to <input type="checkbox"/> Corporate Address <input type="checkbox"/> Location Address <input type="checkbox"/> Do Not Mail						
<input type="checkbox"/> Sole Prop <input type="checkbox"/> Partnership <input type="checkbox"/> LLC/LLP <input type="checkbox"/> C Corp <input type="checkbox"/> S Corp <input type="checkbox"/> Govt. (Local/State/Federal) <input type="checkbox"/> 501c/Tax Ex. State Filing: <input type="checkbox"/>						
I certify that I am a foreign entity / nonresident alien. <input type="checkbox"/> (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
Telephone	DL/ID#	Issued State	Exp Date	Telephone	DL/ID#	Issued State
Social Security # Date of Birth			Social Security # Date of Birth			Prior Bankruptcies? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Business and/or <input type="checkbox"/> 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 tax payer 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: <input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Internet <input type="checkbox"/> Government <input type="checkbox"/> Lodging <input type="checkbox"/> Supermarket <input type="checkbox"/> Mail/Telephone Order <input type="checkbox"/> Petroleum <input type="checkbox"/> Utilities <input type="checkbox"/> Healthcare <input type="checkbox"/> Education <input type="checkbox"/> QSR <input type="checkbox"/> Charity/Non Profit <input type="checkbox"/> B2B <input type="checkbox"/> Other						
Requested Monthly Payment 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? <input type="checkbox"/> Yes <input type="checkbox"/> No (circle open months if yes) 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 or services sold						
Describe your return policy						
8. BANKING ACCOUNT INFORMATION						
Deposit Bank Name		Routing#	Account#		ACH Method:	
Fees Bank Name		Routing#	Account#		<input type="checkbox"/> Combined	<input type="checkbox"/> Individual

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

Visa Credit 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 Volume)

Tiered Basic Flat Rate
 Pass Through I/C

Discount Payment Method: _____ Daily _____ Monthly

Assessments: _____ Included _____ Bill Separately
 (If Pass Through I/C - Assessments **MUST** Bill Separately)

Select PinDebit Discount Plan:

_____ Pin Debit Network Fee Pass-through + _____ % Markup

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	3.99	0.25	Credit Qual	3.99	0.25	Credit Qual	3.99	0.25
Credit Mid-Qual	3.99	0.25	Credit Mid-Qual	3.99	0.25	Credit Mid-Qual	3.99	0.25
Credit Non-Qual	3.99	0.25	Credit Non-Qual	3.99	0.25	Credit Non-Qual	3.99	0.25
CheckCard Qual	3.99	0.25	CheckCard Qual	3.99	0.25	CheckCard Qual	3.99	0.25
CheckCard Mid-Qual	3.99	0.25	CheckCard Mid-Qual	3.99	0.25	CheckCard Mid-Qual	3.99	0.25
CheckCard Non-Qual	3.99	0.25	CheckCard Non-Qual	3.99	0.25	CheckCard Non-Qual	3.99	0.25
Credit Pass Through IC			Credit Pass Through IC			Credit Pass Through IC		
CheckCard Pass Through IC			CheckCard Pass Through IC			CheckCard Pass Through IC		
ERR			ERR			ERR		

Voyager All applicable Association fees will be passed through to the merchant at the applicable costs assigned by the Association. Fees include, but are not limited to, Visa's APF, Misuse of Authorization Fee, Zero Floor Limit Fee, Acquirer ISA Fee, and MasterCard's NABU Fee, Acquirer Support Fee, Cross Border Fee, and Discover IPF, ISF, Data Usage Fee, Amex Net Work Fee et al.

American Express

OptBlueSM

Amex Direct

QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)	OptBlue SM	Amex Direct
Credit Qual	3.99	0.25	Monthly Card Volume _____ OptBlue SM Average Card Ticket _____ OptBlue SM Highest Card Ticket _____ SE # _____	_____ Order New _____ Use Existing CAP # _____ Existing SE # _____ Monthly flat fee of \$7.95 or Discount Rate may apply
Credit Mid-Qual				
Credit Non-Qual				
Credit Pass Through IC				
ERR				

Select OptBlueSM Discount Plan:
 Tiered Basic Flat Rate
 Pass Through I/C
 Enhanced Recover Reduction (ERR)

Fee applies to all American Express Programs.

*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 (e.g., Charges by mail, telephone, fax or the Internet). Note: The CNP Fee is applicable to transactions made on all American Express Cards, including Prepaid Cards.

An Inbound fee of 0.40% will be applied on any Charge made using a Card, including Prepaid Cards, that was issued outside the United States (as used herein, the United States does not include Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions). This fee is applicable to all industries listed in Appendix B, except Education in the following categories: Sporting & Recreation Camps (MCC 7032), Elementary & Secondary Schools (MCC 8211), Colleges, Universities, Professional Schools (MCC 8220), and Child Care Services (MCC 8351).

By checking this box, you opt out of receiving future commercial marketing communications from American Express.

Note that you may continue to receive marketing communications while American Express updates its records to reflect your choice. Opting out of commercial marketing communications will not preclude you from receiving important transactional or relationship messages from American Express.

Authorization Fees

Monthly Fees

Visa/MC/Discover Network	0.25	Electronic AVS	0.05	Monthly Minimum	_____	Industry Compliance	9.95
Amex/Fleet/Other	0.25	Voice Authorization	1.00	Wireless Fee	_____	Monthly Service Fee	_____
Pin Debit Authorization	_____	Voice AVS	3.00	PIN Debit Fee	_____	Misc Monthly Fee	_____
EBT Authorization	_____			Industry Non-Compliance (Up \$24.95)	_____	(if applicable per Section 4.8 of the Merchant Program Guide)	

Miscellaneous Fees

MX Merchant Fees

Sales Transaction Fee (All card types)	_____ (per item)	Chargeback Fee	25.00 (per occurrence)	MX Merchant Monthly Fee	
Retrieval Fee (All card types)	20.00 (per occurrence)	Return Transaction Fee	_____ (per item)	MX Merchant Plan	<input type="checkbox"/> Reporting <input type="checkbox"/> Basic <input type="checkbox"/> Plus
Batch Fee	0.05 (per item)	Annual Fee	_____	MX Gateway Transaction Fee	<input type="checkbox"/> Premium <input type="checkbox"/> Enterprise
ACH Reject	\$30.00 (per occurrence)	Annual Fee Bill Month	_____	Bill to	<input type="checkbox"/> Statement <input type="checkbox"/> Separate

In the event that this Agreement is terminated early, Merchant will be responsible for the payment of a 275.00 early termination fee in accordance with Part III, Section A.3 of the Merchant Program Guide.

10. OTHER CARD TYPES

Accept EBT <input type="checkbox"/> Yes <input type="checkbox"/> No	Order Voyager <input type="checkbox"/> Yes <input type="checkbox"/> No	Order ACH/Check Services <input type="checkbox"/> Yes <input type="checkbox"/> No <small>(Must attach addendum with app copy)</small>
Accept EBT Cash Benefit <input type="checkbox"/> Yes <input type="checkbox"/> No	Order Wright Express <input type="checkbox"/> Yes <input type="checkbox"/> No <small>(Must attach Wright Express application and Debranding letter with app copy)</small>	Order Gift Card <input type="checkbox"/> Yes <input type="checkbox"/> No <small>(Must attach addendum with app copy)</small>

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)	<input type="checkbox"/>	<input type="checkbox"/>	Purchasing Card	<input type="checkbox"/>	<input type="checkbox"/>	Invoice/Purchase Order #	<input type="checkbox"/>	<input type="checkbox"/>
AVS + CVV2	<input type="checkbox"/>	<input type="checkbox"/>	Server/Clerk #	<input type="checkbox"/>	<input type="checkbox"/>	Auto Close	Y <input type="checkbox"/> N <input type="checkbox"/>	If yes, time? _____

IP 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	QUANTITY	DEPLOYMENT
Terminal <input type="checkbox"/> Pinpad <input type="checkbox"/> Printer <input type="checkbox"/> VAR* <input type="checkbox"/>			Existing <input type="checkbox"/> Agent <input type="checkbox"/> New Order (attach order form) <input type="checkbox"/>
Terminal <input type="checkbox"/> Pinpad <input type="checkbox"/> Printer <input type="checkbox"/> VAR* <input type="checkbox"/>			Existing <input type="checkbox"/> Agent <input type="checkbox"/> New Order (attach order form) <input type="checkbox"/>
Terminal <input type="checkbox"/> Pinpad <input type="checkbox"/> Printer <input type="checkbox"/> VAR* <input type="checkbox"/>			Existing <input type="checkbox"/> Agent <input type="checkbox"/> New Order (attach order form) <input type="checkbox"/>
Terminal <input type="checkbox"/> Pinpad <input type="checkbox"/> Printer <input type="checkbox"/> VAR* <input type="checkbox"/>			Existing <input type="checkbox"/> Agent <input type="checkbox"/> New Order (attach order form) <input type="checkbox"/>

***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, lates 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 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 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:

I have personally conducted a Site Inspection for this merchant, visually inspected the 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 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 X _____

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 PRIORITY PAYMENT SYSTEMS ("PRIORITY") and PB&T 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 PRIORITY 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 PRIORITY 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 the PRIORITY Data Classification Retention and Disposal Policy. As such, Social Security numbers may only be accessed by and disclosed to PRIORITY team members and others with a legitimate business "need to know" in accordance with applicable laws and regulations. Social Security numbers, whether in paper or electronic form, are subject to physical, electronic and procedural safeguards, and must be stored, transmitted and disposed of in accordance with the provision of the information applicable to Confidential information. These restrictions apply to all Social Security numbers collected or retained by PRIORITY.

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 PRIORITY and BANK.

Client's Business Principal / Officer

Signature X _____ Title _____

Print Name of Signer _____ Date _____

Signature X _____ Title _____

Print Name of Signer _____ Date _____

Personal Guarantee: In exchange for PRIORITY and PB&T 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 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

Priority Payment Systems, LLC
P.O. BOX 246, Alpharetta, GA 30009-0246

The Pueblo Bank and Trust Company, DBA PB&T Bank
301 W. 5th Street, Pueblo, CO 81002

Signature X _____ Signature X _____

PROCESSOR Name: Priority Payment Systems
 INFORMATION: Address: P.O. Box 246, Alpharetta, GA 30009-0246
 URL: https://prioritypaymentsystems.com/manuals/PB&T_PPS_Program_Guide_10.23.19.pdf Customer Service #: 1-855-813-5293

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 charged 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 a detailed description of the 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, Contents of Default Section 21 and Reserve Account Security Interest 21) 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 3.3 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 Information Page, Part III, Section A.4.

11. Card Organization Disclosure

Visa and MasterCard Member Bank Information: The Pueblo Bank and Trust Company, DBA PB&T Bank

The Bank's mailing address: 301 W. 5th Street, Pueblo, CO 81002

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. Maintain fraud and Chargebacks below Card Organization thresholds.
- b. Review and understand the terms of the Merchant Agreement.
- c. Comply with Card Organization rules.
- d. Retain assigned copy of this Disclosure Page.
- e. You may download Visa Regulations from Visa's website at: <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
- f. You may download MasterCard Regulations from MasterCard's website at: <https://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 [version PPS0714(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 understands that a copy of the Program Guide is also available for downloading from the Internet at:

https://prioritypaymentsystems.com/manuals/PB&T_PPS_Program_Guide_10.23.19.pdf

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

Client's Business Principal:

Signature (Please sign below):

X _____

Please Print Name of Signer

Title

Date

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, must 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 therein 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 in addition to, not a substitute for, 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 www.prioritypaymentsystems.com.

Section 1: Merchant Application Information (Must match information in Merchant Application): 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 _____

Section 2: Beneficial Ownership and Management Information. 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, the Control Prong section below must be completed.

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

Certifications and Signatures:

The undersigned Authorized Signer, listed above as a 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 _____

Website Review Checklist

- FDA Disclaimer
- Address and phone number of business on bottom of website
- Return Policy
- Shipping Policy
- Privacy Policy
- Terms of use
- Affiliate Program (if applicable)
- Card Logos
- COAS (if not submitted to us)
- Auto Ship Policies (if applicable)
- Age Verification (18+)
- Ingredients listed
- Price of Product
- Products need “mg of cbd per serving” viewable (if not submitted to us)
- Product label does need to show if it has thc or not. It can also say full or broad spectrum (if not on website submit picture of label to us)

***NO CLAIMS UNLESS IT HAS AN INGREDIENT PROVEN BY FDA TO HELP WITH CLAIMS**

***We do not allow any disease claims no exceptions**

***No reviews that make claims**

Amendment to Merchant Application and Agreement (“Amendment”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned merchant (“Merchant”) and Priority Payment Systems LLC (“Processor”) hereby agree that the Merchant Application and Agreement which includes the Program Guide, dated on or about _____, 20____ (“Agreement”), attached hereto as Exhibit A to this Amendment, is amended as follows:

1. Notwithstanding anything to the contrary in the Agreement, Merchant represents to Processor that it intends to offer hemp-derived products, excludable from the definition of “marijuana” set forth in 21 U.S.C. section 801, et. seq., of the Controlled Substances Act, as the same may be amended from time to time, to its customers and agrees, in connection therewith, that it will not use the card processing services of Processor (or Merchant’s merchant processing account with Processor), for the sale, purchase, delivery, exchange (or refunds related thereto) of any products that could be construed as “marijuana”, as that term is defined in the Controlled Substances Act. In addition, Merchant agrees that it will not use the card processing services of Processor (or Merchant’s merchant processing account with Processor) in connection with the sale, purchase, delivery, or exchange (or refunds related thereto) of any marijuana products as defined by the Controlled Substances Act, including any marijuana-related products containing tetrahydrocannabinol (“THC”) in excess of 0.3 percent by dry weight, or in connection with the sale of any products properly included under Drug Enforcement Agency Drug Codes 7350 or 7360. Merchant agrees that any hemp or hemp-derived products (including cannabidiol) that it sells will be in compliance with all applicable local, state, or federal laws, ordinances or regulations, and the Rules of the Credit Card Associations.
2. Processor may change any term of this Agreement in its sole discretion. Processor reserves the right to freeze or close Merchant’s account at any time with or without notice and in its sole discretion.
3. Entire Agreement: This Amendment reflects the entire agreement between the Parties with respect to the subject matter hereof. Unless otherwise modified or amended herein, all other terms and conditions of the Agreement (as amended) shall remain in full force and effect.

Unless otherwise defined herein, capitalized terms used in this Amendment shall have such meanings as set forth in the Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties indicate their assent to the foregoing terms by signing below, to be effective as of the Effective Date set forth above.

 (“Merchant”)

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

HEMP AND CBD PRODUCT DISCLOSURE

This Hemp and CBD Product Disclosure form is provided by the undersigned merchant or sole proprietor (“Merchant”) to Priority Payment Systems LLC (“Processor”) as a component of the application process for Processor’s payment card processing services. This document uses the term “Hemp” to refer to products (including Cannabidiol (“CBD”)) derived from the Cannabis sativa L. (“Cannabis”) plant that contain 0.3% tetrahydrocannabinol (“THC”) or less, and the term “Marijuana” to refer to products (including CBD) that contain more than 0.3% THC.

The Agriculture Improvement Act of 2018 (“2018 Farm Bill”) amended the Controlled Substances Act (“CSA”) to exclude Hemp from the CSA’s definition of Marijuana. It also established a new regulatory framework for the production of Hemp and Hemp-derived substances, such as CBD derived from Hemp, that contain 0.3% THC or less. Merchant has indicated to Processor that it intends to utilize the card processing services referenced in the application to support the sale, purchase, delivery, exchange (or refunds related thereto) of Hemp or cannabidiol (“CBD”) products derived from Hemp (all with no more than 0.3% THC). Merchant understands that Processor does not provide services to merchants involved in the manufacture, distribution, and sale of Marijuana.

By submitting this Disclosure, Merchant represents and warrants that the following information is true, correct, complete, and accurate:

1. CORPORATE AND LICENSING INFORMATION

Business Legal Name: _____

Federal tax identification no.: _____

State Hemp retail license no. (if applicable): _____

State of retail license issue (if applicable): _____ (attach copies of all licenses issued)

2. PRODUCT AND SERVICES INFORMATION

Does Merchant engage in the growing or cultivation of Hemp plants? _____

Does Merchant engage in the processing of Hemp plants? _____

Does Merchant engage in the manufacture of CBD? _____

Does Merchant engage in the distribution or wholesale delivery of Hemp or CBD products?

How often are Certificate of Analysis report (COA) reports completed for Merchant’s Hemp or CBD products? _____

Does Merchant use a licensed third party to complete these COA tests? _____ (if yes, provide the name of the licensed third party) _____

Does Merchant market or advertise Hemp or CBD products to the public? _____ (if yes, attach a copy of all print and online marketing and advertising materials)

Does Merchant maintain brick and mortar retail locations? _____ (if yes, provide a list of all locations)

Are all Merchant's Hemp or CBD product sales final? _____

Does Merchant allow any return, exchange or refunds for Hemp or CBD sales? _____ (If yes, attach a copy of the return, exchange, or refund policy)

Does Merchant require customer execution/acceptance of terms and conditions regarding the purchase or sale of Hemp or CBD products? _____ (if yes, attach a copy of the terms and conditions governing such sale)

3. LEGAL COUNSEL REVIEW

Does the Merchant utilize legal counsel? _____ (if yes, provide the names of firms and individuals) _____

Has the Merchant's legal counsel reviewed the Merchant's business model and products for compliance with applicable legal requirements and sales and marketing practices? _____ (if yes, provide the most recent date of review) _____

4. HEMP OR CBD PRODUCTS OFFERED FOR SALE

Complete attached schedule of Hemp or CBD Products offered for Sale

5. DECLARATION OF COMPLIANCE WITH LAWS GOVERNING THE RETAIL SALE OF HEMP OR CBD PRODUCTS

Merchant represents that it is engaged in a Hemp or CBD business (as defined by applicable law), and hereby represents and warrants to Priority Payment Systems LLC, together with its parent, subsidiaries and affiliates (collectively, "Processor"), that Merchant's business complies with all local, state, and federal laws, ordinances, and regulations applicable to Hemp and CBD businesses. Merchant further represents and warrants that:

- Merchant is in compliance with the terms of its applicable license(s) and does all material things required of a holder thereof in accordance with applicable federal and state laws and regulations;
- Merchant will maintain, at all times, in full force and effect, the applicable license(s);

- All information and documents submitted to Processor or its authorized agents or representatives are correct and complete to the best of the Merchant's and the Senior Person/Authorized Signer's knowledge;
- Merchant will provide Processor with a renewed version of this Disclosure form on an annual basis, and will notify Processor within five (5) business days if there has been a change with respect to its license(s) (including those applicable to key personnel and premises, etc.) or any changes to the status of Merchant's license(s) (including investigations or enforcement actions) or the primary location or additional locations at which the activities are being conducted;
- Merchant will periodically review and inspect its websites and retail locations for compliance with applicable state and federal laws and requirements;
- Merchant will only buy Hemp or CBD from appropriately licensed distributors within the applicable states where Merchant is licensed and will not ship or deliver Hemp or CBD (i) outside of the United States of America or (ii) outside of a state where licensed. All Hemp or CBD products offered for sale by Merchant shall be assembled, manufactured, or processed pursuant to the requirements and conditions governing the cultivation and processing of Hemp or CBD products as provided for in The Agriculture Act of 2014 (H.R. 2642, Pub. L. 113-79), as the same may be amended from time to time;
- Merchant will ensure that it maintains controls for the following:
 - Preventing the distribution of Marijuana to minors;
 - Preventing revenue from the sale of Marijuana from going to criminal enterprises, gangs and cartels;
 - Preventing the diversion of Marijuana from states where it is legal under state law in some form to other states;
 - Preventing Marijuana activity from being used as a cover or pretext for cover for the trafficking of other illegal drugs or other illegal activity;
 - Preventing violence and the use of firearms in the cultivation and distribution of Marijuana;
 - Preventing other adverse public health consequences associated with Marijuana use.

6. CERTIFICATION

I, the undersigned, certify that I have the authority to bind Merchant to this Disclosure; that Merchant does not know of any reason and has not received notice from any governmental authority of any revocation or intention to revoke its license(s); that the statements and responses provided in this disclosure are true and accurate. Once signed, the contents of this Disclosure and Declaration are incorporated by reference into any agreements between the Merchant and Processor, including but not limited to the Merchant Application and Agreement (which includes the Program Guide), dated on or about _____, 20__.

Merchant Business Legal Name and d/b/a

By: _____ Title: _____ Date: _____

Schedule Hemp and CBD
List of Hemp or CBD products offered for sale by Merchant

Product type/name	Distributor	State of Manufacture
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		

MERCHANT RESERVE ACKNOWLEDGMENT AND ACCEPTANCE

The undersigned Merchant hereby acknowledges and accepts that as a condition of approval or continuance of his/her merchant credit card processing account(s) (identified below), and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Priority Payment Systems LLC and its agents, including a processing Bank designated by Priority have the authority to establish a reserve account in accordance with Section 25.1 of the Merchant Processing Application and Agreement which includes the Program Guide Terms and Conditions ("MPA") as follows:

1. The reserve account will be established by:
 - A. A certified check made payable to Priority Payment Systems LLC in the amount of \$ _____ (initials)
 - B. Withholding **10** % from each gross deposit _____ (initials)
2. The reserve account will be used to offset any amounts owed by Merchant under the MPA. Merchant will forward to Priority funds to replenish the reserve account if any funds are debited from it.
3. The balance of the reserve account, if any, will be returned to Merchant up to 270 days after termination of the MPA or Merchant's last transmission of sales drafts, whichever is later.

Merchant acknowledges that if there is any conflict between the terms of this merchant reserve acknowledgment and acceptance and the terms of the MPA, the terms of the MPA will govern.

Acknowledged and Agreed to this _____ day of _____, 20__.

Signature: _____

Name & Title: _____

Merchant Legal Business Name: _____

DBA Name: _____

Merchant Account No.: (if applicable): _____

Accepted: _____
Priority Payment Systems LLC