



4500 E. Thousand Oaks Blvd Suite 100, Westlake Village CA 91362
805-614-6300 main 805-244-9266 fax StrategicMerchant.com

Office Name	Rep Name	Rep Phone #	Rep #	Chain #
-------------	----------	-------------	-------	---------

MERCHANT APPLICATION & AGREEMENT

Please Print Legibly; Fill Out Completely, and Provide Accurate Information

- New Location
 Additional Location
 Owner Change

Merchant Information	1	DBA Name:	DBA Phone #:	Ext.
		Contact Name:	DBA Fax #:	
		Cell Phone #:	Federal Tax ID:	Customer Service Phone #:
		DBA Address:	Website:	
		City:	State:	Zip Code:
		Previous Processor:	Year Established:	Length of Current Ownership: years months
Corporate Information	2	Legal/Corporate Name:	Legal/Corporate Phone #:	Ext.
		Legal/Corporate Contact Name:	Legal/Corporate Fax #:	
		Legal/Corporate Address:	Suite:	
		City:	State:	Zip Code:
Bus Type	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Public Corp <input type="checkbox"/> C Corp/Private/Closely Held Corp <input type="checkbox"/> Sub S Corp <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Government <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Tax Exempt Organization <input type="checkbox"/> Other (Assn/Estate/Trust)			
Principal Information 1 (Owner/Partner/Officer)	3	<input type="checkbox"/> Owner/Partner: Percentage of Ownership % or <input type="checkbox"/> Officer: Title		
		First Name:	MI:	DOB (mm-dd-yyyy):
		Last Name:	Home Phone #:	Cell #:
		Home Address:	DL #:	Exp. Date:
		City:	State:	Zip Code:
Principal Information 2 (Owner/Partner/Officer)	4	<input type="checkbox"/> Owner/Partner: Percentage of Ownership % or <input type="checkbox"/> Officer: Title		
		First Name:	MI:	DOB (mm-dd-yyyy):
		Last Name:	Home Phone #:	Cell #:
		Home Address:	DL #:	Exp. Date:
		City:	State:	Zip Code:
Other Merchant Information	Sale Amount Low Ticket: \$ Average Ticket: \$ High Ticket: \$ Total Monthly VISA®/MC/DISC Sales: \$			
	Describe product or services offered:			MCC:
	Card Present (swiped) _____%	For Card Present Transactions , when does the customer receive the product or service? <input type="checkbox"/> Same Day <input type="checkbox"/> If not same day, _____ # of Days (include shipping time frame)		
	Card Not Present _____%	For Card Not Present Transactions , when does the customer receive the product or service? <input type="checkbox"/> Same Day <input type="checkbox"/> If not same day, _____ # of Days (include shipping time frame)		
	Internet _____%	For Internet Transactions , list the product web site:		
	Total = 100%			
Do you use a fulfillment house or telemarketing company? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide the information below:				
Company: Phone #:				
Address:		City:	State:	Zip Code:
Do you operate seasonally: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please check months <u>closed</u> (Merchant must notify to close and reopen. \$25 per open and/or close): Initials				
<input type="checkbox"/> January <input type="checkbox"/> February <input type="checkbox"/> March <input type="checkbox"/> April <input type="checkbox"/> May <input type="checkbox"/> June		<input type="checkbox"/> July <input type="checkbox"/> August <input type="checkbox"/> September <input type="checkbox"/> October <input type="checkbox"/> November <input type="checkbox"/> December		
Bank Account	Deposit Bank Name:		ABA/Routing #:	DDA Account #:
	Billing/Chargeback Bank Name (if different):		ABA/Routing #:	DDA Account #:

MERCHANT APPLICATION - Schedule of Fees

Card Accept

Please check each card you wish to accept.

Note: acceptance of card types not selected will result in discount downgrades.

- VISA/MASTERCARD/UNION PAY/DISCOVER (JCB, Diners)
 AMEX ONE/ESA PDBT ECS EGS WEX
 ACH CK21 WEBC EBT BPMT VOYG

Pricing Category

- Retail Restaurant Supermarket Petroleum
 MO/TO e-Commerce Lodging Auto Rental
 ARU QPS Clear and Simple

Rates are for all card acceptance types selected above

(check one)

- TIERED** **EIP**

Qualified	%	+	\$
Rewards	%	+	\$
MID-Qual	%	+	\$
NON-Qual	%	+	\$
Check Card	%	+	\$
Supermarket	%	+	\$
Quick Service	%	+	\$
Corporate	%	+	\$
Lodging	%	+	\$
Petroleum	%	+	\$
Pin Debit	%	+	\$
Clear and Simple	%	+	\$
(check one) <input type="checkbox"/> One Point <input type="checkbox"/> ESA <input type="checkbox"/> OP Conv			
AMEX One Point	%	+	\$
AMEX ESA	#		
Pass-Thru			
ICPLUS	%	+	\$
ICDIF	%	+	\$

Pricing Information

*All fees for service in this section will appear on your month end processing statement.

Fee Type (Per Mo.)	Amt. \$	Per Authorization	Amt. \$
Account on File		VISA/MasterCard/Union Pay/Discover	
Statement		American Express (T&E)	
Assoc. Comp.		Electronic Benefit (EBT)	
Next Day Funding		PIN Based Check Card (PIN Debit)	
My Virtual Merchant		Address Verification (AVS)	
InternetSecure		Foreign Network / Gateway	
Minimum Discount		My Virtual Merchant / Mobile	
Merchant Connect Premium		InternetSecure	
Other		WEX / Voyager	
Fee Type (Per Occur.)	Amt. \$		
Chargeback		Batch Header	
Return Item/NSF		Electronic Check Service (ECS)	
Early Termination		Electronic Gift Service (EGS)	
Account Maintenance		Voice Auth Touch Tone	
Annual Membership		Voice Auth - Operator Assisted	
Retrieval		Voice Auth - AVS	
Other		Voice Auth - Bank Referral	
		Other	

(check all that apply) ACH Check 21 Web Check Conv / Guar

ACH	%	+	\$
ECS Conv & Guar	%	+	\$
C21 / RD / PDRAFT	%	+	\$
WEB CHECK	%	+	\$

All fees in this section are billed from a 3rd party.

Fee Type	Amt. \$	Per Authorization	Amt. \$
Annual Fee (per TID)		Origination	
Monthly Minimum		Unauthorized	
Monthly Billing		Return	
Chargeback / Stop Payment		Other Auth	

1) I/we understand and agree to the following: that my/our discount rate as stated above will be charged on all electronically authorized and swiped bankcard transactions that are in batches closed daily (qualified rate); 2) and that all bankcard transactions that do not meet the requirements stated in number 1 above will be charged higher than my/our discount rate. Visa/MasterCard business transactions will be charged above qualified swiped rate. 3) Mail/telephone order and electronic commerce transactions will be charged higher than my/our discount rate. Visa/MasterCard business transactions will be charged above swiped rate. I hereby authorize Strategic Merchant Solutions to initiate a debit entry to my Checking or Savings account at the Financial Institution indicated. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of the United States law. If transaction(s) are returned for any reason from my Financial Institution, I will separately pay SMS for the charges I owe under my agreement and any unpaid invoices. NSF and returned items are charged up to \$25 each. I understand "STRATEGIC MERCHA" will appear on my bank or Credit Card statement. I also understand SMS return policies.

Merchant Authorization X

Date: _____

Qty	Purchase Type	POS Description (if existing - indicate serial #)	Monthly Fee	Price Per Unit	
	<input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Rental <input type="checkbox"/> Existing		\$	\$	
	<input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Rental <input type="checkbox"/> Existing		\$	\$	
	<input type="checkbox"/> Purchase <input type="checkbox"/> Lease <input type="checkbox"/> Rental <input type="checkbox"/> Existing		\$	\$	
	Value Added Reseller	Product/Var/Version	Per Auth	Monthly Fee	Price Per Unit
	<input type="checkbox"/> Service Provider <input type="checkbox"/> Vendor <input type="checkbox"/> Gateway		\$	\$	\$
	<input type="checkbox"/> Service Provider <input type="checkbox"/> Vendor <input type="checkbox"/> Gateway		\$	\$	\$

Equipment, Software or VAR

*All fees for service in this section will be charged separately

*Please note that all leases MUST complete the section immediately below. Initials are required.

X _____ THE LEASE IS A NON CANCELLABLE LEASE FOR THE FULL TERM OF _____ MOS. TOTAL MONTHLY PAYMENT OF \$ _____ plus taxes, if applicable.

AUTHORIZATION FOR AUTOMATIC WITHDRAWAL OF MONTHLY PAYMENTS

Merchant hereby authorizes Elavon through it's LADCO Leasing Div. or MSP Capital, LLC ("Lessor"), to automatically withdraw Merchant's monthly lease payment and any amounts, including any and all taxes or other charges, owed in accordance with the lease, as applicable, by initiating debit entries to Merchant's account at the financial institution ("Bank") indicated hereon or such other financial institution used by Merchant from time to time. A lease payment (whether paid by debit or other means) that is not honored by Bank for any reason will be subject to a returned item service fee of \$25 imposed by Lessor. This authorization shall remain in effect until Lessor has received written notice from Merchant of its termination.

Site Inspection

Have you physically been on site?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Is merchant name as it appears on signage?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is merchandise consistent with type of business?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Is the physical site inspected the same as the DBA address?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is this a retail location?	<input type="checkbox"/> Yes <input type="checkbox"/> No	How many days inventory is on hand? _____ Paper statement	<input type="checkbox"/> Yes <input type="checkbox"/> No
Business located in: <input type="checkbox"/> separate building <input type="checkbox"/> private residence <input type="checkbox"/> shopping center/mall <input type="checkbox"/> office building <input type="checkbox"/> kiosk <input type="checkbox"/> other:			

I certify that the above information is true, complete and accurate: X _____ (Signature of Rep)

Printed Name:

Rep ID #:

Date:

REPORT TOOLS

MCP ONLY **OR** MCP WITH OCM MONTHLY FEE \$ _____ SET UP FEE \$ _____ # USERS _____ SET UP TYPE (CHECK ONE) MID CHN ENT
 ACS MONTHLY FEE \$ _____ SET UP FEE \$ _____ REMOTE ID _____

SUBSTITUTE FORM W-9

SOLE PROPRIETOR PUBLIC CORP CLOSELY HELD CORP SUB S CORP GOVERNMENT GENERAL PARTNERSHIP
 LIMITED PARTNERSHIP TAX EXEMPT ORGANIZATION (INCLUDE DOCUMENTS THAT SUPPORT EXEMPT STATUS) OTHER (ASSN/ESTATE/TRUST)
 LIMITED LIABILITY COMPANY – TAX CLASSIFICATION (D=DISREGARDED ENTITY, C=CORPORATION, P=PARTNERSHIP): _____ (IF LLC, PLEASE INDICATE D, C OR P)

NAME* : _____
 *NAME (OF BUSINESS) AS SHOWN ON YOUR BUSINESS INCOME TAX RETURNS. FOR SOLE PROPRIETORS, THIS SHOULD ALWAYS BE THE OWNER'S NAME.
 ADDRESS: _____ OR TIN (EMPLOYER ID #): _____
 CITY: _____ STATE: _____ ZIP: _____ TIN (SOCIAL SECURITY #): _____

5 MERCHANT REPRESENTATIONS AND CERTIFICATIONS

Merchant Representations and Certifications. By signing below, the applicant merchant ("Merchant") and its representative(s) represent and warrant to Elavon, Inc. ("Elavon" or "Member" as applicable), with offices at 7300 Chapman Highway, Knoxville, TN 37920

(collectively, "we" or "us") that (i) all information provided in this merchant application ("Merchant Application") is true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of Merchant; and (ii) the persons signing this Merchant Application are duly authorized to bind Merchant to all provisions of this Merchant Application and the Agreement. The signature by an authorized representative of Merchant on the Merchant Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Merchant's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Merchant Application, the Terms of Service ("TOS") and the Merchant Operating Guide ("MOG") incorporated herein by this reference and located at our website at https://www.merchantconnect.com/CWRWeb/pdf/TOS_ENG.pdf and https://www.merchantconnect.com/CWRWeb/pdf/MOG_Eng.pdf, respectively. If Merchant does not have access to view the TOS or MOG at our website please contact our customer service center. Notwithstanding any such non-receipt of the TOS or MOG, Merchant agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Merchant Application, have the same meaning ascribed to them in the TOS and MOG.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you. Merchant and its representative(s) authorize us prior to our acceptance of this Merchant Application and from time to time thereafter, to investigate the individual and business history and background of Merchant, each such representative and any other officers, partners, proprietors, and/or owners of Merchant, and to obtain credit reports or other background investigation reports on each of them that we consider necessary to review the acceptance and continuation of this Merchant Application. Merchant also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.

This Merchant Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Merchant Application. Delivery of executed counterparts of this Merchant Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Merchant Application shall constitute a signed original.

Merchant understands that an authorization code is not a guarantee of acceptance or payment of a Transaction. Receipt of an authorization code does not mean that merchant will not receive a Chargeback for that Transaction.

All merchants must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS"). Elavon requires Level 4 merchants (determined based on Transaction volume) to validate PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval. Any merchant that has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, will be charged a monthly non-compliance fee of \$30 until Elavon is provided with validation of compliance. Merchant may be eligible for Data Breach Coverage following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview for coverage details and conditions.

Under penalties of perjury, Merchant certifies that:

1. The number shown on this Merchant Application is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person. For federal tax purposes, you are considered a U.S. person if you are: an individual who is a U.S. citizen, or U.S. resident alien, a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, an estate (other than a foreign estate), or a domestic trust (as defined in Regulations section 301.7701-7).*

American Express OptBlue Program. If Merchant has elected to accept American Express® Transactions (as indicated in Section 4 of this Merchant Application), in addition to all other terms of this Agreement, Merchant agrees to the provisions set forth in Section E (OptBlue Program) of the TOS. By signing below or by accepting a Transaction initiated with an American Express® Payment Device, Merchant expressly authorizes Elavon to submit American Express® Transactions to, and to receive settlement funds from, American Express on Merchant's behalf. Merchant further authorizes Elavon to provide Merchant's contact information to American Express, and Merchant agrees that American Express may use and share such contact information for its business purposes and as permitted by applicable Laws, including to communicate with Merchant regarding products, services, and resources available to Merchant's business. American Express's use of the email address and mobile phone number provided above is subject to the consent to such use as indicated in Section 1 of this Merchant Application. Consent to American Express's use of contact information for such communications may be withdrawn at any time by contacting our customer service center. Even if consent is withdrawn, Merchant may still receive messages related to important information about Merchant's account from American Express. Merchant or Elavon may terminate Merchant's acceptance of American Express® Payment Devices at any time, with or without cause, without affecting Merchant's rights and obligations pursuant to the remainder of this Agreement. Merchant acknowledges that, if at any time Merchant is no longer qualified to participate in the OptBlue Program, Merchant may be enrolled in the standard American Express® card acceptance program, which may have different terms and conditions than the OptBlue Program, and Merchant's acceptance of American Express® Payment Devices pursuant to this Agreement will be terminated. Merchant acknowledges that American Express is an intended third-party beneficiary of this Agreement, solely with respect to the terms and conditions applicable to Merchant's acceptance of American Express® Payment Devices, and that American Express has the right to enforce such terms and conditions directly against Merchant.

*The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

SIGNATURE: X	PRINTED NAME:	TITLE:	DATE:
SIGNATURE: X	PRINTED NAME:	TITLE:	DATE:

6 PERSONAL GUARANTY

As a primary inducement to us to accept this Merchant Application, the undersigned Guarantor(s), by signing the Merchant Application, jointly and severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to us (including, without limitation, Chargebacks and obligations in connection with Leased Equipment, if applicable) pursuant to the Merchant Application and Agreement, as may be amended from time to time, with or without notice. Guarantor(s) understand further that we may proceed directly against Guarantor(s) without first exhausting our remedies against any other person or entity responsible therefore to them or any security held by us or Merchant. This guarantee will not be discharged or affected by the death of the Guarantors, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any of our successors. Guarantor(s) understand that the inducement to us to accept this Merchant Application is consideration for the guaranty and that this guaranty remains in full force and effect even if the Guarantor(s) receive no additional benefit from the guaranty. The undersigned hereby directs any consumer reporting agency to furnish a consumer credit report that relates personally to the undersigned upon the request of Elavon or any of its designees, successors or assigns and agrees that all parties involved are in compliance with the Fair Credit Reporting Act.

SIGNATURE: X	PRINTED NAME:	DATE:
SIGNATURE: X	PRINTED NAME:	DATE:

SUBMITTED BY (SALES USE ONLY)

To the best of my knowledge, I certify that the information provided in this Merchant Application was provided by the Merchant and is true, complete and accurate. I further certify that the signatures were provided by the Merchant's owner(s) or officer(s), as appropriate.

SALES REP SIGNATURE: X	PRINTED NAME:	REP ID #:	DATE:
REP PHONE #:	REP EMAIL:	ELAVON USA-MSP-ELV-0215	