



MERCHANT PROCESSING AGREEMENT - MERCHANT APPLICATION

CSDE:		<input type="checkbox"/> NEW LOCATION <input type="checkbox"/> OWNERSHIP CHANGE <input type="checkbox"/> ADDITIONAL LOCATION		
AGENT NAME		REP CODE	OFFICE USE ONLY	SIC CODE
OFFICE PHONE		OFFICE CODE		FAIR ISAAC SCORE

01 | MERCHANT INFORMATION

NAME OF ACCOUNT (DOING BUSINESS AS)			EXACT LEGAL NAME		
DBA ADDRESS (IF DIFFERENT FROM LEGAL)			LEGAL ADDRESS		
CITY	STATE	ZIP	CITY	STATE	ZIP
AUTHORIZED CONTACT		DATE OF BIRTH	TELEPHONE #	FAX #	FEDERAL TAX I.D. NUMBER (9 DIGITS)
MERCHANT E-MAIL ADDRESS (AGENT E-MAIL ADDRESS CANNOT BE ACCEPTED)			WEBSITE ADDRESS		
<input type="checkbox"/> GO GREEN - OPT IN FOR PAPERLESS STATEMENTS (MUST PROVIDE E-MAIL ADDRESS)					
TYPE OF OWNERSHIP: <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> GOVERNMENT <input type="checkbox"/> ASSOCIATION					

02 | MERCHANT PROFILE

MERCHANTISE/SERVICE SOLD:		PERCENT OF BUSINESS	
YEARS IN BUSINESS:	MONTHLY VOLUME: \$	CARD SWIPED	_____ %
AVERAGE TICKET AMOUNT: \$	HIGHEST TICKET AMOUNT: \$	MANUAL KEY WITH IMPRINT	_____ %
		CARD NOT PRESENT	_____ %
		TOTAL	100%
HAS MERCHANT PREVIOUSLY ACCEPTED CREDIT CARDS? <input type="checkbox"/> YES <input type="checkbox"/> NO PROCESSOR:			
HAVE YOU BEEN PREVIOUSLY TERMINATED BY ANOTHER ACQUIRER? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, NOTE REASON FOR TERMINATION:			
DOES MERCHANT CONDUCT BUSINESS SEASONALLY? <input type="checkbox"/> YES <input type="checkbox"/> NO IF SEASONAL, INDICATE OPERATING MONTHS: <input type="checkbox"/> JAN <input type="checkbox"/> FEB <input type="checkbox"/> MAR <input type="checkbox"/> APR <input type="checkbox"/> MAY <input type="checkbox"/> JUN <input type="checkbox"/> JUL <input type="checkbox"/> AUG <input type="checkbox"/> SEP <input type="checkbox"/> OCT <input type="checkbox"/> NOV <input type="checkbox"/> DEC			
DOES MERCHANT USE A FULFILLMENT HOUSE? <input type="checkbox"/> YES <input type="checkbox"/> NO		WHEN IS THE CARDHOLDER BILLED FOR PRODUCTS/SERVICES? <input type="checkbox"/> ON ORDER <input type="checkbox"/> SHIPMENT	
DELIVERY OF PRODUCTS: <input type="checkbox"/> TIME OF SALE <input type="checkbox"/> 1-3 DAYS <input type="checkbox"/> 3-5 DAYS <input type="checkbox"/> 5-15 DAYS <input type="checkbox"/> 15 DAYS +			
E-COMMERCE MERCHANTS ONLY			
SERVICE PROVIDER:		DOES YOUR SITE HAVE A SECURE CERTIFICATE? <input type="checkbox"/> YES <input type="checkbox"/> NO	
LIST ALL APPLICABLE URLS FOR YOUR WEBSITE:		IF E-COMMERCE, DO YOU USE A FULFILLMENT CENTER? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE LIST CONTACT INFORMATION:	

03 | BANKING INFORMATION

NAME OF MERCHANT'S BANK		CONTACT	BANK LOCAL TELEPHONE #
ROUTING/ABA #		DBA CHECKING ACCOUNT	
In accordance with the Merchant Processing Agreement and Gateway Services Agreement, fund transfers will be made to/from the account set forth in the enclosed voided check or bank letter.			

04 | CERTIFICATION OF BENEFICIAL OWNER(S)

I: BENEFICIAL OWNERSHIP INFORMATION: Provide the following information for each individual, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25% or more of the equity interest of the legal entity listed on this form. If no individual meets this definition, please enter the business's owners or officers and enter 0% as "% of ownership".

#	LAST NAME	FIRST NAME	M.I.	DOB	% OF OWNERSHIP		
#1	ADDRESS (NO P.O. BOX)		CITY	STATE	ZIP	SSN (US PERSONS)	
	EMAIL ADDRESS	MOBILE #	ID TYPE	ID #	EXP. DATE	ISSUING STATE/COUNTRY	PASSPORT # (NON-US CITIZENS)
#2	LAST NAME		FIRST NAME	M.I.	DOB	% OF OWNERSHIP	
	ADDRESS (NO P.O. BOX)		CITY	STATE	ZIP	SSN (US PERSONS)	
	EMAIL ADDRESS	MOBILE #	ID TYPE	ID #	EXP. DATE	ISSUING STATE/COUNTRY	PASSPORT # (NON-US CITIZENS)

2202 NORTH IRVING STREET, ALLENTOWN, PA 18109

TEL: 800-201-0461 | FAX: 908-730-7437

04 CERTIFICATION OF BENEFICIAL OWNER(S) cont'd										
#3	LAST NAME			FIRST NAME			M.I.	DOB		% OF OWNERSHIP
	ADDRESS (NO P.O. BOX)			CITY			STATE	ZIP	SSN (US PERSONS)	
	EMAIL ADDRESS		MOBILE #	ID TYPE	ID #	EXP. DATE	ISSUING STATE/COUNTRY		PASSPORT # (NON-US CITIZENS)	
#4	LAST NAME			FIRST NAME			M.I.	DOB		% OF OWNERSHIP
	ADDRESS (NO P.O. BOX)			CITY			STATE	ZIP	SSN (US PERSONS)	
	EMAIL ADDRESS		MOBILE #	ID TYPE	ID #	EXP. DATE	ISSUING STATE/COUNTRY		PASSPORT # (NON-US CITIZENS)	
II: MANAGING RESPONSIBILITY (REQUIRED): Provide information below for one individual with significant responsibility for managing the legal entity previously listed on this form, such as, an executive officer or senior manager (e.g. Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or Any other individual who regularly performs similar functions. If appropriate, an individual listed in C: BENEFICIAL OWNERSHIP INFORMATION (above) may be listed in this section. INDIVIDUAL WITH SIGNIFICANT CONTROL:										
LAST NAME			FIRST NAME			M.I.	DOB		% OF OWNERSHIP	
ADDRESS (NO P.O. BOX)			CITY			STATE	ZIP	SSN (US PERSONS)		
ID TYPE			ID #	EXP DATE		ISSUING STATE/COUNTRY		PASSPORT # (NON-US CITIZENS)		
EMAIL ADDRESS				MOBILE #			TITLE			

05 MERCHANT ACCOUNT RATES									
MERCHANT TYPE: <input type="checkbox"/> RETAIL <input type="checkbox"/> RESTAURANT <input type="checkbox"/> FUEL <input type="checkbox"/> SUPERMARKET <input type="checkbox"/> LODGING <input type="checkbox"/> MOTO <input type="checkbox"/> E-COMMERCE									
<input type="checkbox"/> OPTION 1 - FLAT RATE/ADVANTAGE PROGRAM PRICING FOR VISA/MASTERCARD/DISCOVER: SELECT ONE: <input type="checkbox"/> FLAT RATE: _____ % + _____ ¢ <input type="checkbox"/> ADVANTAGE PROGRAM: _____ % + _____ ¢ PRICING FOR AMERICAN EXPRESS: BUNDLED: _____ % + _____ ¢									
<input type="checkbox"/> OPTION 2 - SIMPLECHANGE PRICING PRICING FOR VISA/MASTERCARD/DISCOVER/AMERICAN EXPRESS: <input type="checkbox"/> NET <input type="checkbox"/> GROSS CREDIT/DEBIT: SIMPLECHANGE, DUES & ASSESSMENTS + _____ % + _____ ¢ <small>All AMEX transactions will be charged a AMEX 0.25% Sponsorship Fee and as applicable a Card Not Present Fee of 0.30% and a Cross Border Transaction Fee of 0.40%. Fees or charges may be added or changed by an amendment to the Merchant Processing Agreement with 30 days notice.</small>									
<input type="checkbox"/> OPTION 3 - INTERCHANGE PLUS PRICING PRICING FOR VISA/MASTERCARD/DISCOVER: <input type="checkbox"/> NET <input checked="" type="checkbox"/> GROSS CREDIT: INTERCHANGE, DUES & ASSESSMENTS + _____ % + _____ ¢ DEBIT: INTERCHANGE, DUES & ASSESSMENTS + _____ % + _____ ¢ PRICING FOR AMERICAN EXPRESS: COST PLUS: AMEX COST + _____ % + _____ ¢ <small>Please review the Merchant Processing Agreement at www.shift4.com/legal for additional information on which interchange programs apply. "AMEX Cost" includes all Interchange/Discount, Dues, Assessments, surcharges, plus an AMEX 0.25% Sponsorship Fee applicable for AMEX transactions. For more information on interchange rates visit www.visa.com, www.mastercard.com or www.americanexpress.com. The following surcharges also apply to American Express transactions when applicable: Card Not Present Fee of 0.30% and Cross Border Transaction Fee of 0.40%. Fees or charges may be added or changed by an amendment to the Merchant Processing Agreement with 30 days notice.</small>									
<input type="checkbox"/> OPTION 4 - TIERED PRICING PRICING FOR VISA/MASTERCARD/DISCOVER: SELECT ONE: <input type="checkbox"/> 2 - TIER (MOTO/E-COMMERCE ONLY) RATE 1: _____ RATE 2: <u>RATE 1 + 1.79% + 10¢</u> <input type="checkbox"/> 3 - TIER RATE 1: _____ RATE 2: <u>RATE 1 + 1.39% + 10¢</u> RATE 3: <u>RATE 1 + 1.79% + 10¢</u> <input type="checkbox"/> 4 - TIER RATE 1: _____ RATE 2: _____ RATE 3: <u>RATE 2 + 1.39% + 10¢</u> RATE 4: <u>RATE 2 + 1.79% + 10¢</u> PRICING FOR AMERICAN EXPRESS: SELECT ONE: <input type="checkbox"/> TIERED: RATE 1: _____ % + _____ ¢ RATE 2: _____ % + _____ ¢ RATE 3: _____ % + _____ ¢ <input type="checkbox"/> BUNDLED: <u>3.50</u> % + <u>10</u> ¢ <small>Where tiered pricing is selected (Option 4), as indicated above, the fees quoted in the above fee schedule plus Assessments shall apply to each credit and debit transaction in addition to the rates set forth in the Merchant Processing Agreement. Assessments are charged as follows: Visa: 0.14%, MasterCard: 0.13%, Discover: 0.13%. "AMEX Cost" includes all Interchange/Discount, Dues, Assessments, surcharges, plus an AMEX 0.25% Sponsorship Fee applicable for AMEX transactions. The following surcharges also apply to American Express transactions when applicable: Card Not Present Fee of 0.30% and Cross Border Transaction Fee of 0.40%. For more information on interchange rates visit www.visa.com, www.mastercard.com, www.americanexpress.com, or www.discover.com. Fees or charges may be added or changed by an amendment to the Terms and Conditions with 30 days notice.</small>									

06 TRANSACTION CHARGES									
<input type="checkbox"/> VISA/MASTERCARD/DISCOVER/AMEX: <u>SECTION 5</u> + <u>25</u> ¢ TRANSACTION FEE					<input checked="" type="checkbox"/> VOICE AUTHORIZATION FEE: \$ <u>175</u> EACH				
<input type="checkbox"/> PIN DEBIT (OVER NETWORK PASS-THROUGH): _____ % + <u>35</u> ¢ TRANSACTION FEE					<input checked="" type="checkbox"/> CHARGEBACK FEE: \$ <u>30.00</u> EACH				
<input type="checkbox"/> EBT (FCS ID: _____) <u>N/A</u> + _____ ¢ TRANSACTION FEE					<input checked="" type="checkbox"/> RETRIEVAL REQUEST: \$ <u>25.00</u> EACH				
<input checked="" type="checkbox"/> BATCH: \$ <u>0.35</u> EACH					<input checked="" type="checkbox"/> NSF FEE: \$ <u>25.00</u> EACH PLUS NACHA FEES				
<small>All other applicable Card Brand fees will be passed through at the Card Brand's Rate. For more information, please contact Shift4 Payments, LLC (d/b/a Harbortouch). \$.015 applies to each transaction to cover enhanced security services. \$.0005 fee applies to all transactions to cover association fees. \$.0025 fee applies to all transactions to cover bank sponsorship fees. Fees or charges may be added or changed by an amendment to the Terms and Conditions with 30 days notice.</small>									

INITIALS: _____

07 SERVICE CHARGES

ANNUAL FEE: \$ MONTHLY MC PER LOCATION FEE: \$ 250 DEBIT ACCESS FEE: \$
MONTHLY MINIMUM: \$ 25.00 MONTHLY SERVICE FEE: \$

Fees or charges may be added or changed by an amendment to the Merchant Processing Agreement with 30 days notice.

08 LIGHTHOUSE BUSINESS MANAGEMENT SYSTEM

Yes, please enroll me in a sixty (60) day trial in the Lighthouse Business Management System.
After the 60 day trial, merchant will be assessed a monthly Lighthouse BMS fee of \$16.00.

09 MERCHANT COMPLIANCE

An annual \$89.95 compliance fee will be charged to Merchant each January, unless 30 days notice is provided for a change in billing date. Merchant represents and warrants that as of the date of signing this Agreement and throughout any term of this Merchant Processing Agreement that it is Payment Card Industry ("PCI") Data Security Standard ("DSS") compliant...

10 VISA DISCLOSURE

MEMBER BANK (ACQUIRER) INFORMATION

Citizens Bank, N.A.
1 Citizens Plaza
Providence, RI 02903
Tel: (877) 550-5933

IMPORTANT MEMBER BANK (ACQUIRER) RESPONSIBILITIES

- 1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant.
2. A Visa Member must be a principal (signer) to the Merchant Agreement
3. A Visa Member is responsible for educating Merchants on pertinent Visa Rules with which Merchants must comply.
4. The Visa Member is responsible for and must provide settlement funds to the Merchant.
5. The Visa Member 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 disputes below thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with Visa Rules.

The responsibilities listed above do not supercede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.

11 CERTIFICATION AGREED TO (REQUIRED)

I, (print name) , hereby certify, to the best of my knowledge, that the information provided in section 04, Certification of Beneficial Owner(s), is complete and correct for all accounts

X SIGNATURE PRINT NAME DATE

12 PERSONAL GUARANTY (NO TITLES)

This general, absolute, and unconditional continuing Guaranty ("GUARANTY") by the undersigned (collectively "GUARANTOR" or "my" or "I" or "me"), is for the benefit of Citizens Bank, N.A. and/or Shift4 Payments, LLC d/b/a Harbortouch ("Harbortouch") (each a "Guaranty Party" and collectively the "Guaranty Parties").

AGREED AND ACCEPTED

X AUTHORIZED SIGNER #1 FROM APPLICATION - SIGNATURE DATE
X AUTHORIZED SIGNER #2 FROM APPLICATION - SIGNATURE DATE
PRINT NAME PRINT NAME

13 SIGNATURES

By their execution below of the Merchant Processing Agreement the undersigned parties agree to abide by the Merchant Processing Agreement (the "Agreement").

MERCHANT warrants that the information provided on this Merchant Application is complete and accurate. MERCHANT authorizes Shift4 Payments, LLC d/b/a Harbortouch ("Harbortouch" or "ISO") and BANK to provide a copy of this Merchant Application to any third party for the services requested.

THIS AGREEMENT (INCLUDING ADDITIONAL FEES) MAY BE AMENDED WITH THIRTY (30) DAYS NOTICE TO MERCHANT.

EQUIPMENT FEE UPON TERMINATION. If Company does not receive Merchant's equipment within fifteen (15) days of Merchant's termination or expiration of the term, Merchant authorizes Company to debit Merchant per each payment processing terminal (measured by terminal identification number) provided by Company in the amount of: (i) Two Hundred (\$200) Dollars for a standard EMV/Contactless terminal...

MERCHANT AND COMPANY WAIVE THEIR RIGHTS TO SUE BEFORE A JUDGE OR JURY AND PARTICIPATE IN A CLASS ACTION AND AGREE TO RESOLVE ALL CLAIMS AND DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION. SEE ARTICLE VII AT www.shift4.com/legal.

In witness whereof the parties hereto have caused this Agreement to be executed by their duly authorized representatives effective on the date signed or approved by BANK.

If applicable, MERCHANT agrees by its signature below to the TMS American Express Opt Blue Program Agreement. For details, please see www.shift4.com/terms.

MERCHANT agrees by its signature below to the Shift4 Payments Gateway Services Agreement. For details, please see www.shift4.com/gatewayterms.

BANK and Company are authorized to perform such functions under the Merchant Processing Agreement, the Gateway Services Agreement, and the POS System Service Agreement Terms and Conditions, as applicable, for the purposes set forth in the applicable agreement.

PRINT LEGAL NAME OF MERCHANT BUSINESS

X AUTHORIZED SIGNER #1 FROM APPLICATION - SIGNATURE DATE
X AUTHORIZED SIGNER #2 FROM APPLICATION - SIGNATURE DATE
PRINT NAME TITLE PRINT NAME TITLE

X ACCEPTED BY HARBORTOUCH DATE