

NBX MERCHANT SERVICES CORP. Merchant Application

135 Crossways Park Dr. North Suite A100 Woodbury, NY USA 11797 Merchant Services Division · Tel (800) 267-2256



Please read this entire document. Complete every section that applies to you based on the instructions provided. This application must be signed and dated.

<u>Me</u> ●	rchant Documentation Required For all merchants processing \$50,000 or less monthly						
	Signed and completed merchant application form with personal guarantee						
	Void check showing legal name and company address/letter from financial institution confirming bank details, or deposit slip and starter check						
	Completed MOTO/Internet Questionnaire						
	If applying for e-commerce, website must be fully functional and must contain, at a minimum: Secure Payment Page, Return/ Refund Policy, Terms and Conditions, Privacy Policy, Shipping Policy, Currency of Transaction, Contact Information and a complete description of goods/services sold. You must also include a non-expiring user name and password.						
	501(c) for non-profit organizations, if not available online						
	If MOTO, copies of any brochures, ads, or catalogs, as applicable, and a complete description of your business model, including but not limited to target market, advertising, description of goods and services being sold, return policy, and a description of how orders are placed, processed, and fulfilled						
•	For merchants processing over \$50,000 a month, the following additional information is required:						
	Three consecutive months' processing statements dated within the last 90 days						
	Most recent financials or corporate tax returns						
	Two (2) years of personal financial statements and tax returns for all principals (only for sole proprietorship or partnership)						
ъ.	EASE NOTE:						
•	Each item listed above is required before your application can be accepted. Once the application has been completed and signed and the required documentation gathered, please email or fax the complete package to: • •						
NOTE	S/EXCEPTIONS: This section is reserved for Sales Representative use only.						
BANK DISCLOSURE							
1. Merric 2. Merric must 3. Merric 4. Merric 5. Merric	Ank Information: Merrick Bank, 135 Crossways Park Drive North, Woodbury, NY 11797 · (800) 267-2256 the Bank Responsibilities: ck Bank is the only entity approved to extend acceptance of Visa products directly to a Merchant. ck Bank is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants comply. ck Bank is responsible for all funds held in reserve that are derived from settlement. ck Bank is responsible for and must provide settlement funds to the Merchant. ck Bank must be a principal (signer) to the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member - Merrick sibilities 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 - Merrick						
	ne ultimate authority should the Merchant have any problems. Signature: Date:						



PAYMENTS
Wilmington, DE 19801
Tel (866) 826-8003
sales@optimalpayments.com

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	Business Information							
Merchant Name (DBA or Trade Na	me)			Corporate Lega	l Name (If differe	nt)		
Location Address				Corporate Address (If different)				
City Sta	Address Corporate Address (If different) StateCountryZipCityStateCountryZip NameContact Email Felephone #Contact Fax #Customer Service # Contact Telephone #Technical Contact Email Address Information to Appear on Cardholder's Statement (Max. 25 characters, including phone number and spaces) Business NamePhone #(if applicable)							
Contact Name			Contact Email					
Contact Telephone #			Contact Fax #			Customer Service #		
Technical Contact Telephone #			Technical Contact Email Address					
Information to Appear on Cardholder's Staten					r and spaces)	Company Web Site		
\$	\$		\$					
Do You Need the Ability to Process	Corporate Legal Name (it direcent) Composite Legal Name (it direcent) Composite Address (it direcent) Composite Address (it direcent) Control Email Contact Fax 8 Control Email Address Information to Appear on Cardinolder's Statement (inc. as Januaries, native, june remark and years) Phone a Average Talest Amount Average Talest Amount Fighers Takes Amount Fighers Takes Amount Fighers Takes Amount Fully Describe the Product or Sendor Being Uffered. Fully Describe the Product or Sendor Being Uffered Being Uffere							
□ No □ Yes			Fully Describe the	e Product or Servi	ce Being Offered			
Years in Business Years	ears Processing (If differ	ent)						
Ownership Corporation	Individual/Sole Proprieto	or 🔲 Partnership 🔲 Pu	ıblicly Traded 🔲 (Government □N	Non-Profit (Must p	provide 501-C, or other proof)	ILLC State:	
Principals (Must equal at least	51% of ownership)							
First Name	Middle_	Last Name		% C	Ownership	SSN	_	
Driver's License	Title		Date of Birth (dd/mi	m/yy)				
Home Address	me Address City State Country Zip							
Home Phone		Cell Phone		Ema	ail Address			
First Name	Middle	Last Name		% C	Ownership	SSN	-	
Driver's License	Title		Date of Birth (dd/mi	m/yy)				
Home Address		City_		State	Coun	try Zip_		
Home Phone		Cell Phone		Ema	ail Address			
Have Merchant or Owners/Principa	ıls Ever Had a Processing	g Agreement Terminated	by a Bank? □ No	Yes Reason	n for Termination	1		
Have Merchant or Owners/Principa	lls Ever Filed For	Business Bankruptcy	☐ Personal Ba	nkruptcy If Yes	s, Indicate Year			
Depository Bank Account Informat Attach voided check for the acc must match legal or DBA name	ount listed Name	Account Type Ch	ecking 🗖 Sa	ivings	Other Cards A	ccepted (Indicate account number	for existing accounts below)	
providing the following reference in authorizing Bank to initiate ACH de	nformation, you are	Routing #			American Express			
actions to saide account.		Account #						
Key Supplier References (List two	-						•	
Trade Na	Name Contact #							
Complete section below if you	will be using a POS pr	ocessing terminal or a	payment applica					
Equipment Status (Select one)		Equipment Type		Merchant Type	(Select one)	Model Code and Name or		
P Purchase L Lease C Customer Owned	Qty	Terminal, PIN Pad, So	ftware, etc.	S Supermarket			Unit Price w/o Tax	
P C L				Re L S	C R	Payment Application Version I	Number	
Dial Access Code ☐ 9 ☐ 8 ☐ N	lone)	Processor/Netwo	rk TSYS/Vit	al CardSyste	ms Global Other (Spec)	
Training NBX Sales Re	p Best Time to Call	a.m./p.m ET			integrated POS syste	em, including the version of the payme	ent application in use.)	
		ing □ Residence	and license or pe	rmit to operate th	eir business?	□ No □ Yes	ent, inventory, personnel	
Estimate Square Footage □ 0-500 □ 501-2500	2501-5000	□ 5001+	Inspector Comme	ents				
By signing here, inspector is certifi	ying he/she has visited t	he location and informat	ion provided is true	and correct to th	e best of his/her	knowledge:		
Inspector Name		Inspe	ection Date		Signat	rure		



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MERCHANT APPLICATION AND AGREEMENT ACCEPTANCE

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. 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

By executing this Merchant Application on behalf of the merchant described above ("Merchant"), the undersigned individual(s) represent(s), warrant(s), and acknowledge(s) that: (i) All information contained in this Merchant Application ("Application") is true, correct and complete as of the date of this Application; (ii) If the Merchant is a corporation, limited liability company, or partnership, the individual(s) executing this Application has/have the requisite legal power and authority to complete and submit this Application on behalf of the Merchant and individually; (iii) The information contained in this Application is provided for the purpose of obtaining, or maintaining, a merchant account for the Merchant with the Sponsor Bank ("BANK") and BANK shall rely on the information provided herein in its approval process and in settling the applicable Discount Rate, Approved Average Ticket, and Approved Monthly Card Volume; (iv) BANK is authorized to investigate, either through list own agents or through credit bureaus/agencies, the credit of the Merchant and each person listed on this Application; (v) BANK will determine all rates, fees and notify Merchant of the approved fees and by Merchant's submission and acceptance of Merchant's first settled transaction, Merchant agrees to pay such approved fees; (vi) The Merchant Agreement (defined below) shall not take effect until Merchant has been approved by BANK and a merchant number has been issued to merchant; and (vii) he/she has received, read, and understood, the terms and conditions set forth a www.support.optimalpayments.com/repository/agreements/Merrick Terms and Conditions.pdf, as they may be amended from time to time (the "Terms and Conditions", and together with the Merchant Application, "the Merchant Agreements") and agrees on behalf of the Merchant Application, "the

As provided in Section 4.01 of the Terms and Conditions, the term of this Agreement shall be three (3) years; Merchant may terminate this Agreement, in accordance with the procedures of Section 4.01, without cause or penalty within 45 days after the Agreement becomes effective, after which time termination or abandonment of the Agreement without cause may result in assessment of Early Termination Fees.

The Merchant on whose behalf this Application is being submitted acknowledges that this Application is being submitted to Merrick Bank as the Sponsor Bank by NBX Merchant Services Corp. ("ISO") which shall be a party to this Merchant Agreement. Merchant acknowledges that ISO and Bank shall rely on the representations and warranties set forth in this Application for Merchant Agreement and unless otherwise specified or prohibited by Association or applicable law, ISO shall have all the rights of BANK under this Application and Agreement.

*In the event that an individual listed on this application is a Canadian resident, NBX Merchant Services Inc. shall have the authority to make any inquiries with any third party we consider necessary to confirm your registration with us. This includes your authorization to order a credit report and verifying the information you provide against third-party databases. In the case of US residents, NBX Merchant Services Corp. shall have this same authority, including your authorization to order a credit report.

Merchant		Bank	
Principal #1	Title	Ву	Title
Principal Name	Date	Name	Date
Principal #2	Title	ISO	
Principal Name	Date	Ву	Title
	hant further acknowledges that they have read, understand and agr impliance as described on this site: www.visa.com/cisp.	ree to be bound Name	Date
	CONTINUING PERSONAL	GUARANTY PROVISION -	Personal Guarantor
mance of all obligation payable by the Mercha' BANK can demand per this guaranty will not agrees to changes or I (4) any law, regulation BANK against the Men any applicable Statute and (c) such Guaranto	is of the Merchant identified above under the Merchant Agreement, in under the Merchant Agreement, including, without limitation, chair formance or payment from any Guarantor if the Merchant fails to people limited or canceled because: (1) the Merchant Agreement cannot nodifications to the Merchant Agreement, with or without notice to Congrounder of any public authority affects the rights of either ISO, Michant or any other Guarantor. Each Guarantor further agrees that: (1) of Limitations; (b) ISO and BANK each can demand payment from a rivill pay all court costs, attorney's fees, and collection costs incurre	as amended from time to time, including inges, interest, costs and other expenses from any obligation or pay what the Me be enforced against the Merchant for an Suarantor; (3) ISO or BANK releases any erchant, or BANK under the Merchant Ag a) ISO and BANK each may delay enforc such Guarantor without first seeking pay db y either ISO or the BANK in connecti	onally guarantees to ISO and BANK the prompt payment and full and complete perfor- in, without limitation, all promises and covenants of the Merchant, and all amounts is, such as attorney's fees and court costs. This means, among other things, that ISO or erchant owes under the Agreement. Each Guarantor agrees that his or her liability unde iny reason, including, without limitation, bankruptcy proceedings; (2) either ISO or BANY or other Guarantor or the Merchant from any obligation under the Merchant Agreement; reement; and/or (5) anything else happens that may affect the rights of either ISO or ing any of its rights under this guaranty without losing such rights and hereby waives ment from the Merchant or any other Guarantor or from any security held by the BANK on with the enforcement of the Merchant Agreement or this Guaranty, whether or not illity company, this Guaranty must be executed by a principal or affiliate of Merchant.
Principal #1		Principal #2	
Print Name	Date	Principal Name	Date
1Corporat	, the duly elected, qualified and acting e Secretary Officer Ti	of Legal Corporate Name	, a (the "Company"), do hereby certify as follows:
"Merchant Agreement pursuant to the term ers; WHEREAS, pursu direct certain funds in security interest in th strict requirements or and ISO, pursuant to attached to these res RESOLVED FURTHER, by the Company will ment; RESOLVED FUI sigare hereby authori into such additional a member/general part certifying a copy of the additional certificates 2. Each person listed each such officer; (iii (collectively, the "Tra the Company.	") with Merrick Bank Corporation, a Utah industrial loan corporation of the Merchant Agreement, Bank and ISO will provide certain cred ant to the terms of the Merchant Agreement, (a) the Company may elating to credit card purchases to such Reserve Account; WHEREAS, e Operating Account (as defined in the Merchant Agreement) and Rencerning the processing of credit card transactions and the sale of thick which Bank and ISO shall act as the Company's exclusive provider colutions, together with such additions, changes or modifications as not that in connection with the Merchant Agreement, the appropriate obditions, the directed, and (b) if necessary, a Reserve Account into which fund XTHER, that the Company hereby grants Bank a security interest in ted to execute all documents reasonably required by Bank to perfect greements, and take such additional actions as may be reasonably recurrency and the provided preserved to the company is hereby authorized to deliver to Be uses resolutions, and Bank and ISO are hereby authorized to rely on below (an "Officer") (i) holds the office in the Company indicated op to each such Officer, acting individually, is authorized to execute and neaction Documents") on behalf of the Company; and (iv) each such	("Bank") and ISO, a Delaware Corporatilit card financing and processing for Visa be required to establish a Reserve Acco pursuant to the terms of the Merchant seerve Account; and WHEREAS, pursuan he Company's products. NOW, THEREFO for Visa, MasterCard, and/or Discover cree may be deemed necessary, advisable or fficer(s) of the Company is/are hereby at s from credit card sales by the Company the funds held by the Company in the Opt is such security interests; RESOLVED FUR equired by Bank or ISO in connection wiank and ISO a Certificate (i) identifying the such Certificate until formally advised by posite his or her name on the date here deliver the Merchant Agreement and each deliver the deliv	company: WHEREAS, the Company desires to enter into a Merchant Agreement (the ion, a copy of which Merchant Agreement is attached hereto as Exhibit "A"; WHEREAS, MasterCard, and/or Discover® credit card purchases made by the Company's custom-unt (as defined in the Merchant Agreement) and (b) Bank may require the Company to execute instruments evidencing Bank's to the terms of the Merchant Agreement, the Company is required to comply with NRE, BE IT RESOLVED, that the Merchant Agreement by and among the Company, Bank dit card financing and processing services, is hereby approved and adopted in the form appropriate by the officer(s) executing or causing the same to be completed; and ultrorized to establish (a) an Operating Account into which funds from credit card sales may be directed by Bank in accordance with the provisions of the Merchant Agree-perating Account and Reserve Account, and the appropriate officer(s) of the Company is/are hereby authorized to enter the the Merchant Agreement; and RESOLVED FURTHER, that the Secretary/managing the efficers of the Company, (ii) verifying the signatures of such officers, and (iii) y a like certificate of any changes therein, and is hereby authorized to enter of, (ii) the signature appearing opposite his or her name is the genuine signature of ch of the agreements and documents contemplated by the Merchant Agreement d to perform the Company's obligations under the Transaction Documents on behalf of
3. Name	Officer Title		Signature
In Witness Whereof,	have executed this Certificate this day of		
SignCorporate Sec	retary and Print Officer Title		

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Schedule A - Pricing								
Blended Discount Rates	Ecommerce/ MOTO	Retail	Per Transaction Fees	Ecommerce/ MOTO	Retail			
Qualified ¹	%	%	Visa/MC/Discover (These fees are for all submitted authorizations)	\$	\$			
Mid-Qualified ²	%	%	Visa/MC/Discover MID-Qualified ³	\$	\$			
Non-Qualified ⁴	%	%	Visa/MC/Discover Non-Qualified ⁵	\$	\$			
Bundled Rate ⁶	%	%	Amex	\$	\$			
Offline/Debit Card	NA	%	Debit/AMT (PIN Based)	NA	\$			
			EBT	NA	\$			
			3D Secure	\$	NA			
Set-up Fees	Ecommerce/ MOTO	Retail	Other Fees (If applicable)	Ecommerce/ MOTO	Retail			
Application (Non-refundable)	\$	\$	Per Chargeback	\$	\$			
Recurring Billing Setup	\$	NA	Per Chargeback Reversal	\$	\$			
Mobile POS Comm. Service Setup	NA	\$	Per Retrieval Request	\$	\$			
Amex Application Handling	\$	\$	Per Authorization	NA	\$			
			Per Voice Authorization	NA	\$			
Monthly Fees	Ecommerce/ MOTO	Retail	Per ACH	\$	NA			
Account Maintenance	\$	\$	Per failed ACH	\$	NA			
Online Reporting	\$	\$	Per Transaction Address Verification Service	\$	\$			
Minimum Processing	\$	\$	Per Secure Gateway Transaction	\$	NA			
Secure Gateway	\$	\$	Per Mobile Terminal Transaction	NA	\$			
Recurring Billing	\$	NA	Per Transaction Batch	NA	\$			
Statement	NA	\$	Annual Membership	\$	\$			
Mobile Terminal Service	NA	\$	Annual Equipment Warranty	NA	\$			
Optimal Merchant Club	NA	\$	Other, Specify:	\$	\$			
Discount Fee for Monthly Charges	NA	%	Special Terms:	•				

SCHEDULE B - CARD, SERVICE AND EQUIPMENT/SOFTWARE

As of the date of this Agreement, Merchant has requested and Bank has approved Merchant's use of the following services:

- Authorization services for Visa, MasterCard, Discover, American Express, Diners Club, and JCB
- Transaction processing services for Visa, MasterCard, and Discover
- Cardholder Address Verification

Merchant hereby authorizes NBX Merchant Services Corp. to apply for American Express merchant accounts on their behalf. Merchant shall be subject to the respective terms and conditions (including but not limited to fees and charges) of the American Express agreements related to the processing of those card brands. The services provided by the Authorization Center will be available to Merchant 24 hours a day, 7 days a week. Every effort will be made to keep the system operational except for normal maintenance, which will occur during normally off-peak hours.

SCHEDULE C - RESERVES, SECURITY DEPOSIT, AND TRANSACTION SETTLEMENT Following the seventh (7th) month of operation (and every month thereafter) the reserves generated from the first (1st) month of operation (and every month thereafter) will be forwarded to the Merchant. Unless otherwise required by Bank, the amount of the Reserve Account shall be % of the total of all approved and settled Transactions, over the previous six (6) month period, unless increased in accordance with Section 3.05 and this Schedule. In the event of termination, all reserves shall be held until the beginning of the 7th month, rather than repaid each month. The amount of the Reserve Account shall be amended if the percentage of Chargebacks exceeds 1% of overall processing volume. TRANSACTION SETTLEMENT Transactions will be settled (e.g., X times per week) and days (business \square or calendar \square - check one) in arrears.

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Value represents the qualified rate applied to all transactions

Value is applied above true interchange, assessments and bank costs for Mid-Qualified transactions, unless indicated by checking this box, in which case it is charged in addition to the "Qualified Rate" for any Mid-Qualified transactions

"Qualified Rate" for any Mid-Qualified transactions

"Charged in addition to the "Per Visa/MC/Discover Transaction Fee" for any Mid-Qualified transactions

"Value is applied above true interchange, assessments and bank costs for Non-Qualified transactions, unless indicated by checking this box, in which case it is charged in addition to the

[&]quot;Qualified Rate" for any Non-Qualified transactions

Charged in addition to the "Per Visa/MC/Discover Transaction Fee" for any Non-Qualified transactions

⁶Value represents discount rate to be charged on all transactions, regardless of qualification level



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MOTO/INTERNET QUESTIONNAIRE 1. Will you accept payment for products/services on your Web site? ☐ Yes ☐ No ☐ I do not have a Web site. If No, go to 2. Otherwise, provide the name of your SSL provider (e.g., Verisign, Thawte, Entrust, Other - specify) 2. What % of your products/services will be sold/delivered in the following markets (total must equal 100%)? ____% Europe ____ ____% Other Markets _ 3. What percentage do you sell to Business _____% Consumers _____% 4. Briefly outline your return policy. □ Greater than 30 Days □ Less than 30 Days □ No Returns □ Other (Please Specify) _ If No Returns, why are refunds not provided? (If no refunds, go to 9) 5. What percentage of refunds (to your total monthly sales) is usual? ______%. How many days does a refund usually take? _____ days 6 Do you refund 100% of the purchase price? ☐ Yes ☐ No If No, please provide further details. _ 7. Describe in detail products/services sold, including pricing. Use separate sheet if necessary. 8. When do you charge the customer? □ Shipment/Completion of Service □ Order 9. In the case where a product is shipped, is the shipment traceable? ☐ Yes ☐ No ☐ Is a delivery receipt requested? ☐ Yes ☐ No ☐ 10. Please state the normal "turnaround time" from when you receive the order to the customer receiving the goods/services. ___ 11. Do you take advance deposits (a percentage of the full value or a fixed part-payment paid in advance)? ☐ Yes ☐ No If Yes, what % of the final price is paid as a deposit? ____ ________% What fixed deposit is taken? \$ ___ State/Zip _ 12. Where is your product warehoused? Address _ City 13. Do you own the product/inventory at the time of sale? ☐ Yes ☐ No 14. Are there any other companies involved in accepting, shipping, or fulfilling the service or product or the billing of the customer? ☐ Yes ☐ No If Yes, who are they and what do they do? Use separate sheet if necessary. ___ 15. How do you advertise? (Catalogs, magazines, TV, Internet, etc. List all that apply. 16. Who enters credit card information into the processing system? Consumer Fulfillment Center Merchant Other _ 17. Is your processing seasonal (mild fluctuations can be answered as "No")? ☐ Yes ☐ No If Yes, please check the busiest months. June July Aug Sept Oct Jan □ Feb Mar Apr May □ 18. Do you take payments for memberships, subscriptions, or packages? Yes No If Yes, please provide the usual breakdown of transactions (by % of total sales) and their respective price points. Membership/Subscription Period Package (e.g., 10 credits or 5 passes) Price Point Percentage of Sales Weekly П Monthly П Ouarterly Six-Monthly Annually п 19. If packages or memberships are sold, what is the average amount of time it takes a customer to use up their package? □ Other _ 21. Do you capture the Consumer Billing Address (AVS) on any of your transactions? ☐ Yes ☐ No 22. If Yes, in the case where there is no AVS match, would you like us to decline the transaction or send you the response so that you can make the appropriate decision? ☐ Decline ☐ Send Response 23. Do you capture the Card Validation Value (CVV) from the back of the card on any of your transactions? □ Yes □ No 24. If Yes, in the case where there is no CVV match, would you like us to decline the transaction or send you the response so that you can make the appropriate decision? ☐ Decline ☐ Send Response 25. Do you perform VBV/MCSC (Verify by Visa/MasterCard Secure Code) with any of your transactions? ☐ Yes ☐ No

26. If No, are you interested in implementing this fraud mitigation tool through NBX? ☐ Yes ☐ No