MERCHANT PROCESSING APPLICATION AND AGREEMENT (MPA)

Ignite Payments™ A First Data Company

Agent Office (Print) _____ Agent Telephone _____ Lead No. _____

Sales Representative (Print) _____ Promo Code _____ Program Code _____ ☐ Dual Board _____

(1) MERCHANT INFORMATION

Legal Name of Business		DBA (Doing Business As) *(only 22 characters including spaces)*	
Physical Address *(No P.O. Boxes)*		City	State / ZIP
Mailing Address *(If different from Physical Address)*		City	State / ZIP
Business Telephone	Business Fax Telephone	Merchant Customer Service Telephone	
Merchant E-Mail		Age of Business Yrs. Mos.	
List Type of Business/Products/Services Sold and How *(Be specific)*		Merchant URL	
		Authorized Business Rep	
IATA/ARC Number		a. Is your business located outside of the 50 United States, in the District of Columbia or in a U.S. territory? *(if Yes, please attach IRS Form W-8)*	☐ Yes ☐ No
Tax Filing Name *(as it appears on your income tax return)*	Federal Tax ID # *(as it appears on your income tax return)*	b. Does your business currently hold a non-profit status letter from the IRS? *(if Yes, please attach IRS Determination Letter)*	☐ Yes ☐ No
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.		c. Is your business part of a Government Entity such as a state or federal agency?	☐ Yes ☐ No

(2) OWNERSHIP

100% ownership for a partnership or proprietorship, must be accounted for on the application.

☐ Sole Proprietorship ☐ Private Corp. ☐ Public Corp. ☐ Government (federal/state/local) ☐ Medical or Legal Corporation ☐ International Org.
☐ Partnership ☐ Limited Liability Co. ☐ Non-Profit Corp. ☐ Associations/Estates and Trusts ☐ Tax-Exempt Org. (501C)

☐ Run Credit Report *(Must be signer)* Principal's Name	Ownership %	Date Business Acquired	Title	Contact Phone Number
Date of Birth (mm/dd/yyyy) *(Required)*	Social Security No. *(Required)*	Driver's License No. and State/State Issued ID *(Required)*		Expiration Date *(Required)*
Street Address (*Physical Address – No P.O. Boxes*)	City	State / ZIP		Country
☐ Run Credit Report *(Must be signer)* Second Principal's Name	Ownership %	Date Business Acquired	Title	Contact Phone Number
Date of Birth (mm/dd/yyyy) *(Required)*	Social Security No. *(Required)*	Driver's License No. and State/State Issued ID *(Required)*		Expiration Date *(Required)*
Street Address (*Physical Address – No P.O. Boxes*)	City	State / ZIP		Country

(3) SETTLEMENT ACCOUNT *(you MUST attach a voided check)*

We will automatically debit your Settlement Account for any amounts owed to us under the Merchant Agreement. The Transit Routing Number and Account Number must match the information listed on the voided check.

Bank Name	Transit Routing Number	Account Number	Telephone

(4) MARKETING METHOD

Combined Estimated Monthly Volume (MC/Visa/Discover®)	$_____	Face to Face	_____%	Swiped	_____%
Est. Monthly Volume (American Express)	$_____	Mail Order (MO)	_____%	Keyed With Imprint	_____%
Typical Ticket/Sales Amount	$_____	Telephone Order (TO)	_____%	Keyed Without Imprint	_____%
Estimated Highest Ticket/Sales Amount	$_____	Internet	_____%		
		Total	100%	Total	100%

(5) EQUIPMENT/SOFTWARE**

QTY.	Equipment Category (Terminal, Software, etc.)	Equipment Name	Authorization Network*** (Nashville, CardNet, etc.)	Customer Owned (C) or New (N)	Lease (L)
				☐ C ☐ N	☐ L
Auto Close Time* _____ ☐ am ☐ pm ☐ AVS ☐ CVV ☐ IP Enabled ☐ Dup. Transaction Check ☐ Tip Entry ☐ Tip after Sale ☐ Server Prompt ☐ Invoice No. ☐ Order No.					
				☐ C ☐ N	☐ L
Auto Close Time* _____ ☐ am ☐ pm ☐ AVS ☐ CVV ☐ IP Enabled ☐ Dup. Transaction Check ☐ Tip Entry ☐ Tip after Sale ☐ Server Prompt ☐ Invoice No. ☐ Order No.					
				☐ C ☐ N	☐ L
Auto Close Time* _____ ☐ am ☐ pm ☐ AVS ☐ CVV ☐ IP Enabled ☐ Dup. Transaction Check ☐ Tip Entry ☐ Tip after Sale ☐ Server Prompt ☐ Invoice No. ☐ Order No.					
				☐ C ☐ N	☐ L
Auto Close Time* _____ ☐ am ☐ pm ☐ AVS ☐ CVV ☐ IP Enabled ☐ Dup. Transaction Check ☐ Tip Entry ☐ Tip after Sale ☐ Server Prompt ☐ Invoice No. ☐ Order No.					
				☐ C ☐ N	☐ L
Auto Close Time* _____ ☐ am ☐ pm ☐ AVS ☐ CVV ☐ IP Enabled ☐ Dup. Transaction Check ☐ Tip Entry ☐ Tip after Sale ☐ Server Prompt ☐ Invoice No. ☐ Order No.					
				☐ C ☐ N	☐ L
Auto Close Time* _____ ☐ am ☐ pm ☐ AVS ☐ CVV ☐ IP Enabled ☐ Dup. Transaction Check ☐ Tip Entry ☐ Tip after Sale ☐ Server Prompt ☐ Invoice No. ☐ Order No.					
				☐ C ☐ N	☐ L
Auto Close Time* _____ ☐ am ☐ pm ☐ AVS ☐ CVV ☐ IP Enabled ☐ Dup. Transaction Check ☐ Tip Entry ☐ Tip after Sale ☐ Server Prompt ☐ Invoice No. ☐ Order No.					
				☐ C ☐ N	☐ L
Auto Close Time* _____ ☐ am ☐ pm ☐ AVS ☐ CVV ☐ IP Enabled ☐ Dup. Transaction Check ☐ Tip Entry ☐ Tip after Sale ☐ Server Prompt ☐ Invoice No. ☐ Order No.					
				☐ C ☐ N	☐ L
Auto Close Time* _____ ☐ am ☐ pm ☐ AVS ☐ CVV ☐ IP Enabled ☐ Dup. Transaction Check ☐ Tip Entry ☐ Tip after Sale ☐ Server Prompt ☐ Invoice No. ☐ Order No.					

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(5) EQUIPMENT/SOFTWARE** *(cont'd)*

QTY.	Equipment Category (Peripheral)	Equipment Name	Authorization Network*** (Nashville, CardNet, etc.)	Customer Owned (C) or New (N)	Lease (L)
				☐ C ☐ N	☐ L
				☐ C ☐ N	☐ L
				☐ C ☐ N	☐ L
				☐ C ☐ N	☐ L
				☐ C ☐ N	☐ L
				☐ C ☐ N	☐ L
				☐ C ☐ N	☐ L
				☐ C ☐ N	☐ L
				☐ C ☐ N	☐ L
				☐ C ☐ N	☐ L

**Time Zone will be merchant's local time.*
***Features apply to terminals only.*
****Authorization Network: 4000 = Nashville; 4010 = Omaha; 206 = CARDnet; 4006 = Buypass; 5083 = Compass*

(6) SITE INSPECTION

1. Person/authorized company performing site visitation: _____
2. Visitation Date: _____
3. How Many Employees: _____
4. Location: ☐ Mall ☐ Office ☐ Home ☐ Shopping Area ☐ Mixed ☐ Apartment ☐ Isolated
5. Zone: ☐ Business District ☐ Industrial ☐ Residential
6. What is the timeframe from the transaction to delivery of product/service?

_____% 0-7 days _____% 8-14 days _____% 15-30 days _____% 30+ days

(7) PROCESSOR

1. Are you now processing or have you ever processed MC/Visa/Discover? ☐ Yes ☐ No *(If yes, attach a previous processor's statement)*
2. Name of Processor: _____
3. Have you ever had a payment card processing relationship terminated? ☐ Yes ☐ No *(If yes, attach explanation)*
4. Do you use any Third Party Processor (TPP) to store, process or transmit cardholder data? ☐ Yes ☐ No If yes, give name and address of TPP:

_____

(8) FEE SCHEDULE *(Charged by Processor)*

All fees are subject to change as provided below. For further details, read the entire Merchant Application and Program Guide.

DISCOUNT RATES FOR MASTERCARD/VISA/DISCOVER*

Acceptance of all Mastercard, Visa and Discover transactions is presumed unless you indicate which service(s) you do not want by checking that service below. (See Section 1.9 of your Program Guide.)

☐ Visa Credit Transactions ☐ Visa Non-PIN Debit Transactions ☐ MC Credit Transactions ☐ MC Non-PIN Debit Transactions ☐ Discover Transactions

Qualified Rates: Credit _____%
Non-PIN Debit _____%

Mid-Qualified Rates:
Credit Qualified Rate plus _____% + $_____
Non-PIN Debit Qualified Rate plus _____% + $_____

Non-Qualified Rates:
Credit Qualified Rate plus _____% + $_____
Non-PIN Debit Qualified Rate plus _____% + $_____

Non-Qualified Surcharge Fee** _____%

Rewards Cards Surcharge Rate _____%

**Please see your Important Information About Your Fees document. The Card Organization Dues/Assessments are subject to change.*

***(Plus Non-Qualified Interchange Fees, See Section 19.1 of your Program Guide)*
Applies to Non-Qualified MasterCard, Visa, Discover Credit and/or Non-PIN Debit transactions.

Note: If you select Bundled Debit Pricing in Section 9, the Non-PIN Debit rate line items in this Section 8 are not applicable. The Non-PIN Debit rate line items in this Section 8 only apply if you have NOT selected Bundled Debit Pricing in Section 9 and elect to accept Non-PIN Debit transactions.

Discount Rate for MasterCard, Visa and Discover Credit and MasterCard, Visa and Discover Non-PIN Debit _____%

\+ Card Organization Dues/Assessments

\+ Interchange Rate

= Total Processing Rate

Your processing fees will be the Discount Rate plus Card Organization Dues/Assessments and the current Interchange Rate at the time you process your Transaction. Interchange Rates are variable and are determined by how your transactions clear Interchange. Please see your Interchange Schedule for Interchange Rates and Dues/Assessments, and the Interchange qualification criteria as of the date of this Application. The Interchange Rates and Dues are subject to change. Discount Rates are charged on all sales and refunds. All Discount Rates will be deducted daily.

AUTHORIZATION AND TRANSACTION FEES

Auth Fee for MC/Visa/Discover $_____

Auth Fee for American Express $_____

AMERICAN EXPRESS

☐ Check Here American Express Discount Rate* _____% Additional Ownership Information _____

**Additional American Express® Program Pricing rates also apply, which are available on the Interchange Qualification Matrix and American Express Program Pricing document (IQM) and vary based on a variety of factors including the qualification criteria met for each transaction. Please refer to the IQM on Businesstrack.com for qualification criteria and American Express Program Pricing rates.*

ADMINISTRATIVE FEES

Chargeback Fee for MC/Visa/Discover $_____ *(per occurrence)*

Chargeback Fee for American Express $_____ *(per occurrence)*

Compliance Service Fee: ☐ Annual ☐ Monthly $_____

Checking Account Change, ACH Reject, and Account Closure fees $ 30.00 *(per occurrence)*

Early Cancellation Fee:* An amount equal to your Monthly Minimum Fee MC/Visa/Discover Monthly Customer Service Fee, and Monthly Account Fee multiplied by the number of months remaining in your initial term, as designated in the Initial Term of Merchant Agreement section of this MPA.

**Not applicable to TeleCharge Merchant accounts.*

MONTHLY FEES

Minimum Processing Fee $_____

Non-Receipt of PCI Validation Fee $ 19.95 *(if applicable)*
(only charged after 3 months and each month thereafter if we have not received Merchant's validation of PCI compliance – see glossary for details)

Monthly Customer Service Fee $_____

Monthly Account Fee $_____

Month End Discount Billing $_____
(Discount Rates will be charged at the end of the monthly billing cycle)

Merchant Statement Fee* $_____

**TeleCharge Merchants who receive a paper statement will be charged $5.00 per month. To discontinue your paper statement and to receive your Monthly Settlement Statement exclusively online at no charge, you must register at www.businesstrack.com*

OTHER RATES & FEES *(if applicable)*

Voice Auth Fee	$_____	Access Fee	$_____	Batch Settlement Fee	$_____
AVS Fee (per inquery)	$_____	Batch Closure Fee	$_____	MasterCard License Volume Fee	0.019%

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(9) PRODUCTS AND SERVICES FEE SCHEDULE *(Charged by Processor)*

CLOVER™ SERVICE

Clover Services *(Per Clover Station)** $_____ Clover Menu Load $ FREE

**You will be charged the applicable State/City/Local Sales Tax.*

Menu Options: *(Must select one)*

☐ Attached (PDF, JPEG, or MS Office document)

☐ Available Online: Web Site (URL) *(please enter URL)*

_____

☐ Will provide directly to Sales Agent

☐ No Menu; Merchant will build menu

INSIGHTICS℠ SOLUTION

☐ Insightics Solution Monthly Subscription $_____

To register and access your Insightics℠ solution today, go to www.getinsightics.com/register. To receive the Insightics solution from your Clover™ device, you must download the Insightics App from the Clover App Market and agree to those terms and conditions.

MOBILE SERVICES

☐ Clover® Go Monthly Mobile Service $_____

PAYEEZY℠ GATEWAY

☐ Payeezy Gateway Payeezy Monthly Fee: $_____

Payeezy Trans. Fee: $_____

TRANSARMOR® SOLUTION

☐ TransArmor® Solution Monthly Subscription with Clover $_____

☐ TransArmor® Solution Monthly Subscription $_____

PERKA™ SOLUTION

☐ Perka Solution Monthly Fee $_____

For the Perka™ solution, Ignite Payments, LLC will provide your email address and any other information from this MPA as needed, to Perka, Inc. (Perka) and Perka will provide you with registrationinstructions. To receive the Perka solution, you must agree to Perka's terms and conditions. To receive the Perka solution from your Clover™ device, you must download the Perka App from the Clover App Market and agree to the Perka terms and conditions, which include the Perka solution monthly subscription fee.

ALTERNATIVE GATEWAY*

☐ Alternative Gateway Monthly Gateway Fee: $_____ Gateway Transaction Fee: $_____

**The Monthly Gateway Fee and Gateway Transaction Fee are required for Gateways billed by Ignite Payments.*

WIRELESS

☐ Wireless

Monthly Wireless Access Fee: $_____ *(per unit)*

DEBIT

Debit Card Monthly Fee $_____

☐ PIN Debit/ Non-PIN Debit

☐ PIN Debit

PIN Debit/ Non-PIN Debit Discount Rate _____%

PIN Debit/ATM Trans Fee $_____ *(plus network processing fee)*

Debit Auth Fee $_____

Cash-Back Limit* $_____

**(Cash-Back Limit only applies to PIN Debit)*

ELECTRONIC BENEFITS TRANSFER (EBT)

☐ Food Stamps ☐ Cash Benefit SNAP/FNS #: _____ ☐ Dial-Up ☐ Wireless

EBT Auth Fee: $_____ Balance Inquiry Fee: $_____ EBT Transaction Fee: $_____

PETROLEUM

Pay at the Pump: ☐ YES ☐ NO

☐ Voyager Discount Rate 3.95% Auth Fee $_____ Monthly Sales Vol. $_____

☐ WEX Full Service Discount Rate _____% Auth Fee $_____ Chargeback Fee $_____ *(per occurrence)* Monthly Sales Vol. $_____

☐ WEX Non-Full Svc *(Discount Rate charged by WEX Inc. Please see your WEX Inc. Agreement)* Auth Fee $_____

OTHER ENTITLEMENTS

AMERICAN EXPRESS STANDARD CARD ACCEPTANCE PROGRAM (Pass Through)*

☐ American Express Existing Pass Through SE Number: _____

** You consent to us providing this information to American Express Travel Related Services Company, Inc. Please provide your American Express pass through Service Entitlement (SE) number. If you do not have a SE number, please contact American Express at 1-855-825-3297 for assistance.*

EXISTING DISCOVER NETWORK

Existing Discover Number _____

Franchise Number _____

(10) MISCELLANEOUS FEES (if applicable)

☐ ☐ ☐

(11) INITIAL TERM OF MERCHANT AGREEMENT

Length of Initial Term: _____ year(s) _____ month(s) _____ (Init.)

(12) THIRD PARTY AGREEMENTS

FIRST DATA GLOBAL LEASING

Equipment Name	Qty	Unit Price	Lease Term (months)**	Total Cost to Lease *(per equipment)*
_____	_____	$_____	_____	$_____
_____	_____	$_____	_____	$_____
_____	_____	$_____	_____	$_____

Total Monthly Lease Amount* $_____

Annual Tax Handling Fee: $ 10.20

Total Cost to Lease *(all equipment)* $_____

**Does not include taxes, late fees, or other charges that may apply – See the Equipment Lease Agreement Section of your Program Guide for details.*

***This is a non-cancellable lease for the full term indicated. First Data Global Leasing will automatically debit the Settlement Account identified on page 1 for all amounts owing under the lease. The equipment/products to be leased are referenced in the Equipment/Software section of this MPA.*

Option to purchase: If you wish to buyout the equipment, please contact 1-877-257-2094. (Merchant's initials: _____)

TELECHECK®

ECA WARRANTY OR PAPER WARRANTY

WARRANTY TYPE *(select only one)*:

☐ ECA® Warranty ☐ Paper Warranty ☐ Mail Order Warranty ☐ Multiple Hold Check Warranty ☐ COD Warranty

Monthly Check Volume $_____ Average Dollar Amount $_____ December Risk Surcharge 0.10% CROC/Voice Auth Fee $ 2.50

Inquiry Rate _____% Transaction Fee $_____ Monthly Processing Fee $ 5.00 Monthly Minimum Fee $_____

Warranty Maximum* $_____ ☐ Monthly Reporting *(Included at No Charge)*

** Warranty maximum for ECA is $25,000; Paper Warranty is face value of check; Vertical Market programs: Grocery is $300; Convenience, Medical, Beauty/Barber is $200.*

(See Agreement for definitions, warranty requirements and any additional fees.)

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(12) THIRD PARTY AGREEMENTS *(cont'd)*

INTERNET CHECK ACCEPTANCE (ICA)

☐ Warranty ☐ Verification

December Risk Surcharge 0.10% Monthly Check Volume $_____ Average Dollar Amount $_____ # of Websites/Call Centers: _____

Setup Fee $_____ Inquiry Rate _____% Transaction Fee $_____ Monthly Processing Fee $_____ Monthly Minimum Fee: $_____

Corporate check processing service add-on selected? ☐ Yes ☐ No Maximum Warranty (ICA): $ 2,500.00

CHECKS BY PHONE (CBP)

☐ Warranty ☐ Verification

December Risk Surcharge 0.10% Monthly Check Volume $_____ Average Dollar Amount $_____ # of Websites/Call Centers: _____

Setup Fee $_____ Inquiry Rate _____% Transaction Fee $_____ Monthly Processing Fee $_____ Monthly Minimum Fee: $_____

Order Confirmation Letter Fee** (CBP only) $ 0.75 Corporate check processing service add-on selected? ☐ Yes ☐ No Maximum Warranty (CBP): $ 5,000.00

☐ **Opt-Out: Subscriber agrees to send written confirmation to consumer per NACHA.

Lockbox Pro21 – Verification

Monthly Check Volume	$_____	Monthly Minimum Fee	$_____
Average Check Size	$_____	CROC/Voice Auth Fee	$ 2.50
Max Check Amount	$ 25,000.00	Statement Processing Fee	$ 5.00
Transaction Fee	$_____		

e-Deposit (Settlement Only)

Monthly Check Volume	$_____	Monthly Minimum Fee	$_____
Average Check Size	$_____	CROC/Voice Auth Fee	$ 2.50
Max Check Amount	$ 25,000.00	Statement Processing Fee	$ 5.00
Transaction Fee	$_____		

ADDITIONAL TELECHECK INFORMATION *(Required for Check By Phone Services Only)*

Merchant:

1. Is a publicly traded corporation. ☐ Yes ☐ No
2. Is a subsidiary of a publicly traded corporation. ☐ Yes ☐ No
3. Is federally-insured. ☐ Yes ☐ No
4. Is a government entity. ☐ Yes ☐ No
5. Sells anti-telemarketing devices. ☐ Yes ☐ No
6. Sells "credit enhancements" services/products. ☐ Yes ☐ No
7. Sells identity theft protection services/products. ☐ Yes ☐ No
8. Sells services/products that facilitate the obtaining of grant. ☐ Yes ☐ No
9. Has annual revenues of $_____
10. Has been the subject of a law enforcement or government investigation. *(If yes, please explain)* ☐ Yes ☐ No

_____

_____

11. Has had any state-issued or business license revoked. *(If yes, please explain)* ☐ Yes ☐ No

_____

_____

12. Has used another TEL Processor within the past two (2) years. *(If yes, please explain why Company is now seeking the services of another TEL Processor)* ☐ Yes ☐ No

_____

_____

13. Obtains _____% of annual revenues from sales solicitations initiated by Company via telephone, fax or e-mail to customers for which the Company has had no existing relationship with for the past two (2) years.
14. Describe Company's specific type of business and product lines for the past two (2) years:

_____

_____

Term and Termination. TeleCheck will provide the TeleCheck Services selected in the TeleCheck Application for an initial term of twelve (12) months from the effective date. Thereafter, the TeleCheck Services shall automatically renew for successive 12-month terms until terminated as provided for in the TeleCheck Service Agreement.

Damages. Upon your breach or unauthorized termination of the TeleCheck Services, TeleCheck shall be entitled to recover from you liquidated damages in an amount equal to ninety percent (90%) of the total aggregate charges payable for the unexpired portion of the then-current term of the TeleCheck Services.

Payment. All fees and charges are due upon receipt. You authorize TeleCheck to debit from your financial institution account as provided to TeleCheck by you, all payments and other amounts owed. You agree to pay TeleCheck a $25.00 fee for any check or ACH debit that is not paid by your financial institution upon presentment.

(13) AGREEMENT APPROVAL

Client certifies that all information set forth in this completed Merchant Processing Application and Agreement (MPA) is true. Client acknowledges having received and read of the copy of the MPA (consisting of Sections 1-13), the Program Guide (which includes terms and conditions for each of the services, Operating Procedures, Third Party Agreement(s) and a Confirmation Page (version ipl1115) and agrees to be bound by all provisions as printed therein as modified from time to time. 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 MPA 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 for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us or our Affiliates 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 MPA is approved based upon contrary information stated in Section 4, Marketing Method 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 Third Party Agreement(s) appearing in the Third Party Section of the Program Guide.

By signing below, each of the undersigned authorizes us, our Affiliates, our third party subcontractors and/or agents and the applicable Card Organizations to verify the information contained in this Merchant Processing Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose and exchange such information amongst each other for any purpose permitted by law. If the Merchant Processing Application is approved, each of the undersigned also authorizes us, our Affiliates, our third party subcontractors and/or agents and applicable Card Organizations to obtain subsequent consumer reports and other information from other sources, including bank references,in connection with the review, maintenance, updating, renewal or extension of the Agreement and applicable Third Party Agreement(s) or for any other purpose permitted bylaw and disclose and exchange such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates, our third party subcontractors and/or agents and applicable Card Organizations.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

Client authorizes Ignite Payments, LLC and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with 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.

I agree that if I process Card transactions, I will comply with the Program Guide for all transactions I process. The current Program Guide is available online at www.firstdata.com/ipl/merchants/operatingprocedures/ipl1115.pdf.

I understand that I also may request a copy of the Program Guide from my sales representative at any time. I further understand that a sample copy of this MPA [version number c1115wall] is available for me to view or copy online at www.firstdata.com/ipl/merchants/agreement/c1115wall.pdf. I further understand that no strikeouts, interlineations, additions or modifications to this preprinted MPA may be made and that this MPA may be transmitted to or from Processor and/or retained electronically by Processor, which will constitute an original.

Client agrees to all the terms of this MPA. This MPA shall not take effect until Client has been approved and this Agreement has been accepted by Ignite Payments, LLC and Bank.

_____ X_____ _____
Print Name of Principal or Corporate Officer Signature (Title) Date

_____ X_____ _____
Print Name of Principal or Corporate Officer Signature (Title) Date

ACH AUTHORIZATION

ACH Debit and Credit Authorization: Client authorizes its Financial Institution to pay and charge to its account the amount(s) due TeleCheck under this TeleCheck Services Agreement and to accept all credits and debits made to its account by TeleCheck via electronic funds transfer in connection with TeleCheck's services under this TeleCheck Services Agreement. This authorization shall remain in effect until (30) thirty days after revoked in writing.

X Signature _____ Print Name/Title: _____ _____
Authorized Signature on TeleCheck Account for ACH Date

Personal Guaranty: In exchange for Ignite Payments, LLC and Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and MasterCard International, Inc.), and TeleCheck Services, Inc. (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the applicable Third Party Agreement(s), 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.

_____ X_____ _____
Print Name of Personal Guarantor Signature, as an individual (No Title) Date

_____ X_____ _____
Print Name of Personal Guarantor Signature, as an individual (No Title) Date

Ignite Payments, LLC, on behalf of itself and on behalf of Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and MasterCard International, Inc.)

Signature **X** _____

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