PNC Bank, N.A.

Paysafe 5335 Gate Parkway, 4th Floor Jacksonville, FL 33256 Ph.: (800) 327-0093



The Tower at PNC Plaza 300 Fifth Avenue Pittsburgh, PA 15222 Ph: (412) 803-7711

New Account       ☐ Additional Location Main Location MID:       Office #:						
Ownership Change Previous Owner's MID:	Ag	ent Name: Agent #:				
I. BUSINESS INFORMATION (ALL FIELDS IN THIS SECTION ARE MANDATORY)						
Type of Ownership: Sole Proprietor Partnership Corpora	ation Limite	d Liability Companies Non-Profit Government				
Legal Business Name: (for Sole Proprietorships, enter Principal's name)		DBA:				
Federal Tax ID Number(TIN): (for Sole Proprietorship this may be your SSN#)	eb site:	Email:				
Important Notice: Failure to provide accurate Legal Business regulations. See section XII 1a-c IRS Reporting - Backup Wit		IN and/or SSN may result in a withholding of merchant funding per IRS				
CORPORATE ADDRESS AND INFORMATION		HYSICAL ADDRESS AND INFORMATION Same as Corporate Address				
Address:		ddress: (No P. O. Box)				
City, State, Zip:	С	ity, State, Zip:				
Phone: Fax:	Р	hone: Fax:				
Customer Service Phone:	D	ate Business Started (Mo/Yr):				
Contact Name (First/Last):	N	lumber of Locations:  MCC SIC Code:				
	BUSINESS	TYPE				
Retail Restaurant Petroleum Pay at Pump Retail w/Tip Fast Food Petroleum Pay Clerk Mail/Phone Lodging Supermarket Internet Convenience Car/Truck Rental	Charity Utility Government Emerging Mark	Public Sector SIIPS/Cable Recurring Timeshare Passenger Transport SIIPS/Telecom Recurring Cruise Line / Insurance Bill Pay Airlines/Carriers Steamships  Ket Real Estate Bill Pay Cash Advance/Banks Only				
Percent of Business (MUST = 100%)		Sales Method (MUST = 100%)				
% Card Swiped / EMV	% Store Fr	ront (Cardholder Present)				
% Keyed (Card Present)	% Mail / Pl	hone Order % Other, Specify:				
% Keyed (Card Not Present) List all 3rd-party agents that have access to cardholder data:						
II. PRODUCT ADVERTISING, SALES, AND DELIVERY - DUE DILIGENCE REQUIRED ON QUESTIONS FOR CARD NOT PRESENT MERCHANTS ONLY						
Description of product sold:		How do you advertise?				
		Catalog TV or Radio Direct Mail/Flyers Internet				
Do you currently accept Visa/MC/Discover® Network?  (if yes, attach 3 months statements)  Yes		Is your business seasonal? Yes No  Months to				
3. When you receive an authorization, how long before the merchandise is		Who owns product? Merchant Vendor (Drop Ship Required)				
4. What is your return, cancellation, or refund policy?  Refund w/in 7 days  Refund w/in 30 days  Exchange 0	10. Name of fulfillment house, if any:					
None Other (Specify) 11. List the name(s) and address(es) of vendor(s) from whom the product is pure						
5. What percentage of sales transactions are with international cards?						
%						
6. What percentage of your business is Deposits / Future Services?%  Percentage Deposit Required:%   Incremental Payments (Percentages%,%,%)						
III. ASSOCIATION DISCLOSURE (Visa and Mastercard Member Bank: PNC Bank, N.A., The Tower at PNC Plaza, 300 Fifth Avenue, Pittsburgh, PA 15222 (412) 803-7711)						
Important Member Bank Responsibilities: The BANK: (i) is the only entity approved to extended acceptance of Visa and Mastercard products directly to Merchant; (ii) must be						
a party to the Agreement; (iii) is responsible for and must provide settlement funds to the Merchant; (iv) is responsible for all funds held in reserve that are derived from settlement;						
(v) is the ultimate authority should Merchant have any problems with Visa or Mastercard products; and (vi) is responsible for educating Merchant on pertinent Visa and Mastercard Rules with which merchants must comply.						
Important Merchant Responsibilities: The Merchant must: (i) ensure compliance with cardholder data security and storage requirements; (ii) maintain fraud and chargebacks						
below Card Association thresholds; (iii) review and understand the terms of the Agreement (including the Terms and Conditions attached hereto); and (iv) comply with Card Association (including Visa and Mastercard) Rules and applicable laws and regulations. You may download "Visa Rules" from Visa's website at: <a href="https://usa.visa.com/dam/VCOM/">https://usa.visa.com/dam/VCOM/</a>						
	-	s website at <a href="https://www.mastercard.us/en-us/business/overview/support/rules.html">https://www.mastercard.us/en-us/business/overview/support/rules.html</a> . The				
Merchant responsibilities listed herein do not supersede the Agreement (in	-	•				
<b><u>Definitions:</u></b> All capitalized terms used but not otherwise defined in this m terms in the Terms and Conditions attached hereto.	ercnant processi	ng application (this "Merchant Application") shall have the meanings assigned to such				
Print Name	Title	Signature Date				
		X				

IV.	PROCESSING VOLUME (ALL CARD T	YPES)						
	Average Ticket	Maximum High	-End Ticket	Monthly I	Bank Card Volume	Monthly Amex Volume		
\$		\$		\$		\$		
V.	V. MERCHANT SITE SURVEY (TO BE COMPLETED BY SALES REPRESENTATIVE AS APPLICABLE)							
Me	erchant Location: Store Front V	Varehouse Other	Area Zoned:	Commercial	Permanent Signage?	Yes No	Inventory Consistent with Business?	
	Office Building Website (DOMAIN RE	EQUIRED) Residence	Industrial	Residential	Is Business Legitimate?	Yes No	Yes No	
Bus	siness Location: Owned Leased		1				1	
	reby certify that I have conducted my revieue and accurate.	ew of this merchant to the b	est of my ability a	and that, to the best of	of my knowledge and belief,	the information set	forth in this Application	
	pected By (Print name)		Signature X			Date		
VI.	COMMENTS		<u> </u>					
VI	I. OWNERSHIP (MUST REFLECT OWNE	RSHIP OF 25% OR MORE	)					
Ov	vnership: Each individual who directly or indi	rectly owns 25% or more of ed	quity interest of the	e within named legal e	ntity.			
_	Name	Title	O	wnership %	Social Security #		Date of Birth	
Owner '	Residence Address, City, State, Zip		l					
ó	Driver's License # / State	Cell Phone N	umber		Email Address			
	Name	Title	O	wnership %	Social Security #		Date of Birth	
er 2	Residence Address, City, State, Zip							
Owner	Driver's License # / State	Cell Phone N	umber		Email Address			
	Name	Title	0	wnership %	Social Security #		Date of Birth	
က	Residence Address, City, State, Zip				Sound Sound, ii			
Owner		La uau			T=			
	Driver's License # / State	Cell Phone N	umber	Email Address				
4	Name	Title	O	wnership %	Social Security #		Date of Birth	
Owner ,	Residence Address, City, State, Zip	·			•			
ð	Driver's License # / State	Cell Phone N	umber		Email Address			
Co	ntroller: Any individual with significant manag	ement responsibility (example	e: CEO, CFO, Trea	surer, President, VP, e	tc.)			
ler	Name	Title	O	wnership %	Social Security #		Date of Birth	
Residence Address, City, State, Zip  Driver's License # / State  Cell Phone Number  Email Address								
S	Driver's License # / State	Cell Phone N	umber		Email Address			
I he	ereby certify, to the best of my knowledge	ge, that the information p	rovided above is	complete and cor	rect.			
$\vdash$	nt Name	Title		Signature			Date	
				х				
	I. EQUIPMENT INFORMATION							
1	rminals: rand:	Model:						
Br	and:	Model:						
Ga	teways:	POS	S/Softwares:					
Gateway Name: POS/Software Name: Version:								
	ont-end: Omaha Nashville	North Buypass	TSYS	Back-end:	Omaha TSY	/S		
IX. CARD ACCEPTANCE								
	· · · · · · · · · · · · · · · · · · ·	card, Visa, and Discover, ar	nd American Expr	ess Transactions (pr	esumed, unless any selection	ons below are check	ked)	
1 —	Mastercard Acceptance:  MC Credit transactions	Visa Acceptance:  Visa Credit transactions		Discover Acceptance Discover Credit trans		American Express A American Express C	•	
ロニ	MC Non-PIN Debit transactions	Visa Credit transactions  Visa Non-PIN Debit trans	actions	Discover Credit tran		American Express C American Express C		
Se	e Section 7.2 for details regarding card acc	ceptance.						

X. RATE	X. RATES & FEES (FOR VISA, MASTERCARD, DISCOVER AND AMERICAN EXPRESS UNLESS OTHERWISE NOTED)										
						Discount	Qualified	Mid	-Qualified	   	Non-Qualified
g Fre	Interchange Plus (Including Dues and Assessments/	Discount	Rate		Tiered Pricing	Credit	%	Qual +	% + \$	Qual +	% + \$
Pricing Structure (Visa, MC, Disc)	Card Brand Pass Through Fees)	Credit	 	%	ERR Pricing	Debit	%	¦ Qual +	% + \$	Qual +	% + \$
\ \omega \geq \sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\geq}}}}	Flat Rate Pricing (Card Brand Pass Through Fees	Debit		%	Including Dues and A	Assessments/			Credit	; ; +	Debit
	Waived)	2001	i I I	,,	Card Brand Pass Th	rough Fees	ERR Rate	 	%	 	%
Transactio	on Fee (includes returns):	\$	(per transaction)		American Expr	ess OptBI	ue Qualified	Mid	-Qualified	1 1 1 1	Non-Qualified
Other Iten	n Fee – Credit:	\$			Pricing Structure:		%	Qual +	% + \$	Qual +	% + \$
Other Iten	n Fee – Signature Debit:	\$				g	ERR Rate:		%	   	
Other Dis	count Rate – Credit:			%	Tiered Pricin		Transaction I	Fee: or AMEX Direct Or	\$ nly)	A	Opt out of merican Express Card
Other Dis	count Rate – Signature Debit:			— %	ERR Pricing -		Card Network Fees:		Pass Through	Marketing Materials	
Discove		!			Flat Rate Pricing - (Card Brand Pass Through Fees		System Processing Fee:		%	1 1 1 1 1	
Discover I	Direct #:				Maived) American Expi	ress Direct		AMF	X Direct #:		
	Verification Fee: \$			۸۵۱	Reject Fee:		\$ 35.00	7	EBT Cash	Пер	T Food Stamp
	thorization Fee: \$		(per inquiry)		l Change Fee:		\$ 10.00	(each)	-		i rood Starrip
-	eader Fee: \$		(per inquiry)		ert Fee:		\$ 25.00	(each)	FNS #:		Per Trans \$
-	•		(per batch)				•	(per month)			
<u> </u>	Minimum Discount Fee: \$ Service Fee: \$				ne Access Fee: ————ulatory Product Fe	0:	\$	(per month)	Wright Expres	s Rate:	3.95 % + \$
Chargeba					lid TIN / Mismatch		\$	(per month)			(per transaction)
<u> </u>	/Representment Fee: \$		(each)		anced Security Pag		\$ \$	(per month)	∐ Voyager Rate	:	3.95 % + \$
	e Time Setup Fee: \$		(each)		Compliance Non-V		· ·	(per month)	Mastercard Locat	ion Fee:	(per transaction) \$ (per month)
	Charge Fee: \$				<u>.                                    </u>		·	(per month)	Annual Fee:		,
	Per # of Terminals Interchange Clearing Fee: % Annual Fee: \$						Ψ				
Gate	way Monthly I	Fee: \$		4	+ Transaction Fee:	·		Gateway	Setup Fee: \$		
☐ PIN E	Based Debit Cost Plus:	Discount F	Rate:	%	, (Plus pass through network fees)	1 + Tra	ansaction Fee:	\$	Monthly PIN	Debit Acc	cess Fee: \$
	Flat Rate	Discount F	Rate:	%	and/or	Transaction F	ee: \$				
Wirel	ess Monthly I	Fee: \$		-	+ Transaction Fee:	: \$		Wireless	Setup Fee: \$		
	mination Fee 1st Year*: \$				ly Termination Fee						ge 4 for further details
through for	n, the Card Brands (Visa, Mas ees" because, if charged, are on fees, return fees, arbitration	passed throu	igh by us to th	he Me	erchant. Pass thro	ugh fees ma	y include, by w	ay of example	only, verification fee	hich are r es, author	eferred to as "pass ization fees, international
Merc	hant Club	\$	(per	month	n) See https://ww	w.paysafe.co	om/fileadmin/co	ontent/agreeme	ents/AdditionalServi	ces.pdf fo	or further details.
I =	Fraud Management Program Fee:** \$ (per month) ** Fraud Management Program is a chargeback protection program. See https://www.paysafe.com/										
Chargebacks up to \$250.00 Chargebacks up to \$1,000.00											
Commercial Card Interchange Service (CCIS) 75% (Only available on the certain platforms.)  With CCIS, when transactions don't include any tax information, your sales tax will be computed based on the applicable rate at your location to allow you to obtain the best interchange. When CCIS computes the sales tax on your behalf, you will retain 25% of the resulting interchange savings. If a transaction is fully or partially exempt, you should enter the tax amount (even if that amount is \$0.00) as CCIS applies your local tax rate to the full amount of the transactions when the prompt is bypassed. See https://www.paysafe.com/fileadmin/content/agreements/AdditionalServices.pdf for further details.											
Discount Methods Deity Monthly Denesit Time Former Detendent (S. 11.15. 1.5.17. 1.5.17. 1.5.17. 1.5.17. 1.5.17.											
Discount Method: Daily Monthly Deposit Time Frame: Standard (1 Day Hold) Alternate Funding (Subject to approval) (Separate addendum required)											
XI. BAN	XI. BANKING INFORMATION										
_	Information for Deposits:						rmation for W	/ithdrawals:		Same a	s Bank Account #1
					Bank Account #2 (DDA): (attach copy of voided check)						
Bank Routing #1 (ABA):				E	Bank Routing #2 (ABA):						
Bank Nan	ne:				Е	Bank Name:					
Checking General Ledger (only Bank Cash Advance Merchants)					Checking	Checking General Ledger (only Bank Cash Advance Merchants)					

# XII. MERCHANT ACCEPTANCE - IRS REPORTING - CORPORATE RESOLUTION - ASSOCIATION DISCLOSURE - AMERICAN EXPRESS MERCHANT ACCEPTANCE

BY SIGNING BELOW, MERCHANT AGREES TO ALL OF THE FOLLOWING AND CERTIFIES UNDER THE PENALTIES OF PERJURY THAT THE STATEMENTS BELOW ARE TRUE AND ACCURATE.

## 1.IRS Reporting - Backup Withholding Certifications

- a.TAXPAYER I.D. NUMBER- The Tax Payer Identification Number as shown above (TIN) is my correct taxpayer identification number.
- b. BACKUP WITHHOLDING- I am not subject to backup withholding, either because I have not been notified that I am subject to withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding.
- c. The above named payee is a U.S. citizen or other U.S. person (including, a partnership, corporation, company or association created or organized in the United States or under the laws of the United States.
- d. The FATCA code entered on this form (if any) indicating that the payee is exempt from FATCA reporting is correct. (Not applicable)

## 2. Merchant Payment Card Agreement Acceptance:

Each person signing below certifies that all information provided in this application is true, correct, and complete. Merchant agrees to be bound by all provisions set forth in this document, including, but not limited to the Terms and Conditions, which is hereby incorporated by reference for all purposes (Terms and Conditions can be obtained by visiting https://www.paysafe.com/fileadmin/content/ agreements/Paysafe-PNC-TCs-0923.pdf ). Each person signing below authorizes Servicers, as defined in the Terms and Conditions, or any credit reporting agency employed by Servicers or any agent of Servicers, to make whatever inquiries Servicers deems appropriate to investigate, verify or research references, statements or data obtained from the Merchant for the purpose of this application. An additional copy of the Terms and Conditions will be sent to the business entity indicated above along with the welcome letter upon approval of such business entity to accept payment cards by Servicers. Pursuant to Section 5 of the Terms and Conditions, the initial term is for a length of three (3) years, continuing month-to-month thereafter, unless terminated by any party upon written notice at least thirty (30) days prior to the end of the then existing term. In the event MERCHANT terminates this Agreement prior to the maturity date of the initial term, MERCHANT SHALL be liable to SERVICERS for an early termination fee per location if terminated before completion of the first year of the Term; or per location if terminated after completion of the first year of the Term but prior to the end of the third year of the Term ("Early Termination Fee"). For detailed information related to the termination rights and obligations set forth in this Merchant Agreement, see Section 6 of the Terms and Conditions, which is a part of this Merchant Agreement.

# 3. Merchant Acknowledgements and Consents:

MERCHANT and each individual person signing below acknowledges and consents as follows:

- The Terms and Conditions, which can be obtained at <a href="https://www.paysafe.com/fileadmin/content/agreements/Paysafe-PNC-TCs-0923.pdf">https://www.paysafe.com/fileadmin/content/agreements/Paysafe-PNC-TCs-0923.pdf</a>, together with this Merchant Payment Card Application constitute the AGREEMENT among the parties. MERCHANT is responsible for reading and understanding the Terms and Conditions and agrees to be bound by all of their terms.
- b. MERCHANT may be enrolled in Additional Services as defined and described in the Terms and Conditions, for which applicable fees will be incurred. MERCHANT acknowledges and agrees that Additional Services are subject to the Merchant Agreement, including the Terms and Conditions and documents referenced therein. The provisions of the Merchant Agreement regarding Additional Services constitute an agreement solely between MERCHANT and PAYSAFE PAYMENT PROCESSING SOLUTIONS, LLC, a Delaware limited liability company ("PAYSAFE"). MERCHANT specifically authorizes PAYSAFE and its affiliates to collect fees and other charges applicable to Additional Services from MERCHANT's ACH Account (as described below) in accordance with their respective fee schedules as amended from time to time by PAYSAFE pursuant to the ACH Account. The undersigned agree that the signature page of this Application shall also serve as the signature for the Merchant Agreement as applicable to Additional Services, including fees and charges. MERCHANT may cancel Additional Services and avoid further fees for such Additional Services by following the procedures explained in the applicable notice for Additional Services.
- MERCHANT acknowledges and agrees that PAYSAFE and its affiliates and their third party subcontractors and/or agents may use automatic telephone dialing systems to contact MERCHANT at the telephone number(s) MERCHANT has provided in this Application, or as may be updated by MERCHANT from time to time, and/or may leave a detailed voice message in the event that MERCHANT is unable to be reached, even if the number provided is a cellular or wireless number or if MERCHANT has previously registered on a Do Not Call list or requested not to be contacted for solicitation purposes. MERCHANT hereby consents to receiving commercial electronic messages (including but not limited to text messages) from PAYSAFE and its affiliates and their third party subcontractors and/or agents from time to time. MERCHANT may withdraw its consent to receive automated calls and/ or commercial electronic messages by calling toll free 800-327-0093.

TO MERCHANT: A copy of this Merchant Agreement shall be made available to MERCHANT upon request. However, MERCHANT and the undersigned hereby acknowledge and agree that submission of an Application does not constitute approval and that this Merchant Agreement, will become fully effective and shall be fully binding upon the parties hereto upon PAYSAFE's assignment and issuance of a Merchant Account Number to MERCHANT.

FOR ALL MERCHANTS WHO ARE LLCS, PARTNERSHIPS AND/OR CORPORATIONS - RESOLUTION - The indicated officer/partner identified signing below has the authorization to execute the Merchant Payment Card Agreement with SERVICERS on behalf of the herewithin named LLC, partnership or corporation.

# MERCHANT AGREES TO ITEMS 1-4 ABOVE BY SIGNING HERE:

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

Print Name	Title	Signature	Date
		X	
FAIR CREDIT REPORTING ACT CONSENT: YOU UNDERSTAND THA	AT BY SELECTING THE I AG	REE BOX IMMEDIATELY FOLLOWING THIS NOTICE AND SIGNING	BELOW, YOU ARE
DROVIDING (MIDITEN INCTRUCTIONS) TO DAYS A FE DAYMENT DR	OCECCING COLUTIONS 114	"PAVEACE" LINDED THE FAIR CREDIT REPORTING ACT AUTHO	DIZING DAVOACE

TO OBTAIN INFORMATION FROM YOUR PERSONAL CREDIT REPORT OR OTHER INFORMATION FROM EXPERIAN AND/OR OTHER CREDIT REPORTING AGENCY ("CONSENT"). YOU AUTHORIZE PAYSAFE TO OBTAIN SUCH INFORMATION IN CONNECTION WITH YOUR APPLICATION FOR COMMERCIAL PAYMENT CARD SERVICES AND ANY OTHER APPLICATION YOU SUBMIT TO PAYSAFE FOR ADDITIONAL SERVICES

☐ I Agree	Print Authorized Signer #1 Name	Title	Authorized Signer #1 Signature X	Date
☐ I Agree	Print Authorized Signer #2 Name	Title	Authorized Signer #2 Signature X	Date
☐ I Agree	Print Authorized Signer #3 Name	Title	Authorized Signer #3 Signature X	Date
☐ I Agree	Print Authorized Signer #4 Name	Title	Authorized Signer #4 Signature X	Date
☐ I Agree	Print Authorized Signer #5 Name	Title	Authorized Signer #5 Signature X	Date

# XIII. PERSONAL GUARANTY

Personal Guaranty: The undersigned Guarantor(s) hereby, individually, agree to the terms set forth in section 31 of this Merchant Agreement. The undersigned Guarantors further agree to pay to SERVICERS all expenses (including attorney fees and court costs) paid or incurred by SERVICERS in collecting such obligations and in enforcing this Guaranty.

FAIR CREDIT REPORTING ACT CONSENT: YOU UNDERSTAND THAT BY SELECTING THE I AGREE BOX IMMEDIATELY FOLLOWING THIS NOTICE AND SIGNING BELOW, YOU ARE PROVIDING 'WRITTEN INSTRUCTIONS' TO PAYSAFE PAYMENT PROCESSING SOLUTIONS, LLC ("PAYSAFE") UNDER THE FAIR CREDIT REPORTING ACT, AUTHORIZING PAYSAFE TO OBTAIN INFORMATION FROM YOUR PERSONAL CREDIT REPORT OR OTHER INFORMATION FROM EXPERIAN AND/OR OTHER CREDIT REPORTING AGENCY ("CONSENT"). YOU AUTHORIZE PAYSAFE TO OBTAIN SUCH INFORMATION IN CONNECTION WITH YOUR APPLICATION FOR COMMERCIAL PAYMENT CARD SERVICES AND ANY OTHER APPLICATION YOU SUBMIT TO PAYSAFE FOR ADDITIONAL SERVICES.

☐ I Agree	Guarantor #1 Name	Guarantor #1 Signature X	Date
☐ I Agree	Guarantor #2 Name	Guarantor #2 Signature X	Date