

WOODFOREST APPLICATION COVER SHEET

CARD NOT PRESENT: Volume < \$50,001/month (Avg. Ticket <\$2,500)

- Signed complete merchant application and agreement
- Copy of one of the following: 1) Pre-printed voided check (no temp checks), 2) Bank letter on bank letterhead, 3) Banking verification form
- Sample of Marketing Piece**

CARD NOT PRESENT: Volume \$50,001 - \$100,000 /month (Avg. Ticket <\$2,500)

- Signed complete merchant application and agreement
- Copy of one of the following: 1) Pre-printed voided check (no temp checks), 2) Bank letter on bank letterhead, 3) Banking verification form
- 3 months current & consecutive processing statements for existing businesses
- Sample of Marketing Piece**

CARD NOT PRESENT: Volume \$100,001 - \$500,000 /month

- Signed complete merchant application and agreement
- Copy of one of the following: 1) Pre-printed voided check (no temp checks), 2) Bank letter on bank letterhead, 3) Banking verification form
- 3 -6 months current & consecutive processing statements for existing businesses
- 1 year financials (preferred) or tax returns (or personal financials if business financials are not available)
- Executive Summary
- Sample of Marketing Piece**

CARD NOT PRESENT: Volume > \$501,000 /month

- Signed complete merchant application and agreement
- Copy of one of the following: 1) Pre-printed voided check (no temp checks), 2) Bank letter on bank letterhead, 3) Banking verification form
- 6 months current & consecutive processing statements for existing businesses
- 1 year financials (preferred), tax returns (or personal financials if business financials are not available)
- Executive Summary
- Sample of Marketing Piece**

STANDARD WEBSITE REQUIREMENTS (>1% Internet Transactions)

- Website is active with DBA and/or MLE present
- Delivery methods listed i.e. USPS, FedEx.
- Privacy statement outlined, Refund/cancellation policy present, Terms and Conditions (T&C's)
- Shipping Times on checkout page and T&Cs clearly described, and consistent. (1) Trial offers must allow at least 4 additional days to cover shipping, 2) Shipping and Handling cost must be disclosed, for each product offering, both at the time of trial and rebills.
- Customer service phone number present, functional and matches application
- Business address must be clearly posted
- Checkout/Payment page must be present and secured.

** E-Commerce: Live URL; login credentials if applicable
Phone order: Call Scripts (Excluding B2B)
Mail Order: Website, Ads, Flyers, Price List etc



MERCHANT APPLICATION AND AGREEMENT



| | | |
|--------------------|----------------------|---------------------|
| Sales Partner ID#: | Representative Name: | Representative ID#: |
|--------------------|----------------------|---------------------|

New Account Additional Location Main Location MID

1. BUSINESS INFORMATION

| | | | | | | | |
|---|-------|---|-----------------|---|-------|----------------------------|--|
| <input type="checkbox"/> Sole Prop. <input type="checkbox"/> Partnership <input type="checkbox"/> Public Corp. <input type="checkbox"/> Private Corp. <input type="checkbox"/> LLC/LLP <input type="checkbox"/> Non-Profit | | | | | | State Filed: | |
| Business Name (DBA – doing business as): | | | | Legal Business Name | | | |
| Location/Shipping Address | | | | Corporate/Billing Information | | | |
| Business Address (No P.O. Box) | | | | Mailing Address: | | | |
| City | State | ZIP | | City | State | ZIP | |
| Telephone | | Facsimile | | Telephone | | Facsimile | |
| Business Start Date (MM/YY) | | Number of Locations | | Federal Tax ID | | Customer Service Telephone | |
| Contact Person | | | Contact E-Mail: | | | Web Site Address | |
| Description of Products/Service: | | Card Holder Descriptor (21 Characters): | | Do you currently accept Visa/MasterCard/Discover Network? <input type="checkbox"/> Yes <input type="checkbox"/> No (if yes, attach 3 months recent statements) | | | |
| Has the business or any Associated Principal been terminated as a Visa/MasterCard/Discover Network Merchant? <input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please provide date: | | | | Has Merchant or any Associated Principal disclosed above filed for bankruptcy or been subject to an involuntary bankruptcy? <input type="checkbox"/> No <input type="checkbox"/> Yes | | | |
| Do you have a refund policy for Visa/MasterCard/Discover/American Express Network? Is the refund policy in writing that is obvious to the cardholder/customer? <input type="checkbox"/> Yes <input type="checkbox"/> No Please describe refund policy. | | | | | | | |

2. OWNERS/OFFICERS (Must reflect ownership of 50% or more)

| | | |
|---------------|---------------------------------|------------------------|
| Name | Title | Equity / Ownership % |
| Date of Birth | Driver's License Number / State | Social Security Number |
| Home Address | City / State / ZIP | Home Telephone |
| Name | Title | Equity / Ownership % |
| Date of Birth | Driver's License Number / State | Social Security Number |
| Home Address | City / State / ZIP | Home Telephone |

3. PROCESSING VOLUME (Visa®, MasterCard® and Discover® Network)

| | | |
|-----------------------------------|------------------------------|-------------------------------|
| Average Ticket | Highest Ticket Amount | Average Monthly Volume |
| \$ | \$ | \$ |
| Percent of Business (MUST = 100%) | | Sales Method (MUST = 100%) |
| % Card Swiped | % Store Front | % Internet Services |
| % Keyed with Imprint | % Trade Show | % MOTO (Mail/Telephone order) |
| % Keyed without Imprint | % Off Premise | % Other, specify: |

List ALL third parties who have access to cardholder data:

4. TRADE REFERENCES

| | | |
|------------|---------|-----------|
| Trade Name | Company | Telephone |
| Bank Name | Company | Telephone |

5. BANKING INFORMATION

*****ATTACH A VOIDED CHECK FROM ACCOUNT*****

| | |
|-----------------|----------------|
| Banking Contact | Bank Telephone |
| Routing Number | Account Number |

6. ASSOCIATION DISCLOSURE (Member Bank: Woodforest National Bank, P.O. Box 8339, The Woodlands, TX 77380 (800) 327-0093)

Merchant understands and agrees to the following language regarding responsibilities: (1) A VISA member is the only entity approved to extended acceptance of VISA products directly to a merchant. (2) A VISA member must be a principal (signer) to the Merchant Agreement. (3) Woodforest National Bank is responsible for and must provide settlement funds to the merchant. (4) Woodforest National Bank is responsible for all funds held in reserve that are derived from settlement. (5) Woodforest National Bank is responsible for educating merchants on pertinent VISA International Operating Regulations with which merchants must comply. **Merchant Responsibilities:** (1) Ensure compliance with cardholder data security and storage requirements. (2) Maintain fraud and chargebacks below thresholds. (3) Review and understand the terms of the Merchant Agreement. (4) Comply with VISA International Operating Regulations. (You may download "VISA Regulations" from VISA's website at: http://usa.visa.com/merchants/operations/op_regulations.html. You may download "MasterCard Regulations" from MasterCard's website at: <http://www.mastercard.com/us/merchants/support/rules.html>). **The responsibilities listed above do not supersede the terms of the Merchant Agreement and are provided to ensure the merchant understands some of the important obligations of each party and that the VISA Member – Woodforest National Bank – is the ultimate authority should the Merchant have any problems.**

| | | | |
|--------------------|---------------|----------------|------|
| Merchant Signature | Merchant Name | Merchant Title | Date |
|--------------------|---------------|----------------|------|

SIGN HERE

7. EQUIPMENT DETAILS

Terminal Provided by: Paysafe Merchant Sales Partner Ship to: Merchant Sales Partner
 Paysafe to Build Terminal Download File: Yes No Build Stage Only File: Yes No Paysafe to Conduct Training: Yes No

| <input type="checkbox"/> Reprogram <input type="checkbox"/> New | Type | Quantity | Programming: |
|---|------|----------|---|
| Terminal model | | | Existing manual imprinter? <input type="checkbox"/> Yes <input type="checkbox"/> No Number of imprinter plates ____ <input type="checkbox"/> Gift Cards <input type="checkbox"/> Purchase Cards <input type="checkbox"/> Retail <input type="checkbox"/> Retail with tips <input type="checkbox"/> Lodging MOTO (AVS Required) <input type="checkbox"/> Address Verification Service (AVS) <input type="checkbox"/> 4-Digit Verification <input type="checkbox"/> Invoice # <input type="checkbox"/> Server ID <input type="checkbox"/> Dial Out Code: _____ Auto Batch Closing Time: <input type="checkbox"/> Default 9:00PM Other: _____ <input type="checkbox"/> AM <input type="checkbox"/> PM Platforms: <input type="checkbox"/> Omaha <input type="checkbox"/> Nashville <input type="checkbox"/> North <input type="checkbox"/> TSYS <input type="checkbox"/> Bypass Communication: <input type="checkbox"/> Dial <input type="checkbox"/> Wireless* <input type="checkbox"/> IP* *Serial #: _____ SIM #: _____ |
| Internet Gateway | | | |
| Software / PC Model | | | |
| PIN Pad | | | |
| Check Reader | | | |
| Printer | | | |
| Other | | | |

Special Requests:

Leasing: First Data Global Leasing *(This is a non-cancelable lease for the full term indicated)*
 Lease Term: _____ months Annual Tax Handling Fee: \$30.20 *Applicable only in states with Property Tax.
 Total Monthly Lease Payment: \$ _____ without taxes, fees or other charges that may apply. See Lease Agreement on Page 12 of the Terms and Conditions for details. Equipment Description: _____ Quantity: _____

8. ACH PROCESSING

| Methods used for ACH Authorization: (Total must equal 100%) | | Products are Sold To: (Total must equal 100%) | |
|--|--|--|-------------------|
| Written Contract _____% Attach a copy of the written contract | Internet Initiated _____% URL of payment Page: _____ | Consumers _____% | Businesses _____% |
| Telephone Initiated _____% Inbound, Outbound, Attach a copy of call script | | Total Consumer Base (Current): | |
| Current Monthly Sales | Average Transaction Amount | Estimated Transactions Per Month: | |
| Estimated Returns Per Month | Estimated Returns Per Month | Estimated Monthly Credits | |

| | |
|------------------------------------|--|
| Transaction Fee..... \$ _____ | Have you previously processed ACH transactions? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, please provide the name of processor and reason for leaving: Gateway Setup Fee: \$ _____ Monthly Gateway Fee: \$ _____ Transaction Fee: \$ _____ |
| Returned Item Fee..... \$ _____ | |
| Overdraft Fee..... \$ _____ | |
| Discount Fee..... \$ _____ | |
| Monthly Minimum Fee \$ _____ | |
| Statement Fee \$ _____ | |

9. CHECK PROCESSING

| | | | |
|---|--|--|--|
| <input type="checkbox"/> POS Guarantee Consumer Present Discount Rate _____% \$ _____ Mon. Service \$ _____ Return Fee \$ _____ Check 21+ Virtual Terminal \$ _____ (if applicable) Payroll Cashing Option Guarantee: Add 3% premium to discount rate Non-Guarantee: Add 1% premium to discount rate. | <input type="checkbox"/> Remote Guarantee Face-to-Face Transaction Fee _____ Mon. Minimum \$ _____ Mon. C21 Access \$ 5.00 | <input type="checkbox"/> POS Non-Guarantee Consumer Present Discount Rate _____% Mon. Service \$ _____ Return Fee \$ _____ Check 21+ Virtual Terminal \$ _____ (if applicable) For all Check 21+ program types: For Non-Guarantee Checks \$10,000 and greater: Additional premium of .10% (ten basis points) will be applied. Merchant must retain check | <input type="checkbox"/> Remote Non-Guarantee Transaction Fee \$ _____ Mon. Minimum \$ _____ Mon. C21 Access \$ 5.00 |
|---|--|--|--|

Merchant hereby accepts all terms and conditions of this agreement for ACH Processing (Please refer to Page 10 of the Terms and Conditions). Initials: _____

10. VISA, MASTERCARD AND DISCOVER NETWORK ACCEPTANCE

Accept all VISA, MasterCard, Discover Network and American Express Transactions (presumed, unless any section below are checked)

Accept VISA Credit transactions ONLY Accept VISA Non-PIN Debit transactions ONLY Accept MasterCard Credit transactions ONLY
 Accept MasterCard Non-PIN Debit transactions ONLY Accept Discover Network Credit transactions ONLY Accept Discover Network Non-PIN Debit transactions ONLY

Apply for American Express: OptBlue or Amex Direct # Tiered or ERR

Cost, Dues, Fees & Assessments + Credit Rate: % **Qualified Rate** %

MCC Code: Amex Transaction Fee: \$ **Mid-Qualified Rate:** + % + \$

Opt out of American Express Card Marketing Materials **Non-Qualified Rate:** + % + \$

11. SCHEDULE OF CHARGES

| | | | | | | |
|---|----------------|--------------|---------------|-----------|---|---------|
| <input type="checkbox"/> Tiered Pricing (Default if below is completed) | | | | | AVS Voice Authorization | \$ |
| | Checkcard Rate | Trans Fee | Credit Rate | Trans Fee | VRU & ARU Fee: | \$ |
| Visa | % | \$ | % | \$ | Voice Authorization Fee: | \$ |
| MasterCard | % | \$ | % | \$ | Address Verification Service (AVS) Fee: | \$ |
| Discover | % | \$ | % | \$ | Chargeback Fee: | \$ |
| <input type="checkbox"/> ERR Pricing | | | | | Retrieval/Representation Fee: | \$ |
| | Checkcard Rate | Credit Rate | Non-Qualified | Trans Fee | Batch Header Fee: | \$ |
| Visa | % | % | % | \$ | Monthly Minimum | \$ |
| MasterCard | % | % | % | \$ | Monthly Service Fee | \$ 9.00 |
| Discover | % | % | % | \$ | <input type="checkbox"/> Equipment Encryption | \$25.00 |
| <input type="checkbox"/> Interchange, dues, fees and assessments plus: | | | | | <input type="checkbox"/> Equipment Swap | \$50.00 |
| <input type="checkbox"/> PIN Debit Card: Monthly Network Access Fee: | | | | | <input type="checkbox"/> Merchant Club | \$12.95 |
| Transaction Fee: \$ + Network Fees (Default) | | | | | <input type="checkbox"/> Application Fee | \$ |
| OR + \$ | Network Fees | Cash Back \$ | < Maximum | | <input type="checkbox"/> | \$ |

Qualified Rate is assessed when your transactions meet certain criteria set by the applicable Association and Processor. When your Card transactions fail to meet those qualification criteria, we will process your transactions at the higher Mid-qualified Discount Rate (Rate 2) of _____ + \$0.10 or in certain circumstances, at a Non-qualified Discount Rate (Rate 3 / Standard) of _____ % + \$0.10 both rates are a surcharge to the credit qualified rate. An interchange transaction fee of \$0.1075 is assessed on each bankcard transaction. Rates may appear on your statement as Electronic or Standard.

EBT: FCS#: _____ Transaction Fee \$ Petroleum: Pay-at-the-Pump Yes No

Services: Food Stamps Cash benefits Purchase with Cash Back Wright Express (WEX) Rate: 3.50% Authorization Fee \$

Purchase Cash Withdrawal If Cash Issuance, limit amount: \$ Voyager Rate: 3.50% Authorization Fee \$

| | | | | | |
|--|-------------------------------------|--|----------------------------------|----------------------------|----------------------------------|
| <input type="checkbox"/> Gift Cards Only | | <input type="checkbox"/> Gift and Loyalty Program (This requires additional paperwork) | | Monthly Service Fee | Monthly Service Fee Per Location |
| Discount Rate % | Transaction Fee \$ | Package Cost \$ | | \$ | \$ |
| <input type="checkbox"/> Wireless | Wireless Setup Fee | \$35.00 | <input type="checkbox"/> Gateway | Gateway Setup Fee | \$ 49.00 |
| | Monthly Wireless Network Access Fee | \$14.00 | | Monthly Gateway Access Fee | \$25.00 |
| | Wireless Transaction Fee | \$ 0.10 | | Gateway Transaction Fee | \$ 0.10 |

Seasonal? No Yes If yes, indicate months: J F M A M J J A S O N D

Other Bank Fees: Regulatory Monthly Fee: \$3.95; Returned Item Fee: \$25.00 assessed for each ACH item that is returned by the Merchant's bank; Decline Fee (an amount equal to the Authorization Fee amount and charged per item). The following Visa, MasterCard and Discover fees are assessed by the appropriate association and passed on to the Merchant: NABU, APF, Data Usage, Misuse Auth, VAP, Acquirer Support, Cross Border, Zero Floor Limit, Assessments, Acquirer ISA Fee Indicator, Reversal Integrity, IAF, ISA, & MC Annual License; Annual Fee: \$99; Monthly Compliance Fee: \$3.87 (does not affect your compliance responsibilities and obligations associated with your merchant account).

12. MERCHANT SITE SURVEY

Business Location: Store Front Office Home Other (specify) _____

Approximate Size: Square Footage: 0-500 501-2000 2000 +

Zone: Commercial Industrial Residential

Does the name on the store front match the DBA name? Yes No Explain if No. _____

Is inventory and merchandise displayed consistent with the type of business? Yes No Explain if No. _____

Business Hours: _____ to _____ Time Zone: Pacific Mountain Central Eastern Number of Employees: _____

13. ADVERTISING, SALES AND DELIVERY -REQUIRED QUESTIONS 1-6 MUST BE ANSWERED - MOTO QUESTIONS – 1-17 MUST BE ANSWERED

| | |
|---|--|
| 1. Description of product sold : _____ (Samples) of _____ brochure(s)/catalog(s), price list(s), ad(s), etc. must be submitted.) | 10. List the name(s) and address(es) of vendors where the product is purchased: |
| 2. How does the customer purchase/order the product? <input type="checkbox"/> In Person <input checked="" type="checkbox"/> By Mail <input checked="" type="checkbox"/> By Phone <input checked="" type="checkbox"/> By Fax <input checked="" type="checkbox"/> Internet | 11. List the name(s) of fulfillment house(s), if any: |
| 3. What is the delivery time frame to the consumer? <input type="checkbox"/> 0-7 days <input checked="" type="checkbox"/> 8-14 days <input checked="" type="checkbox"/> 15-30 days <input checked="" type="checkbox"/> 30+ days | 12. List the name(s) of shopping cart(s) or CRM provider(s), if any: |
| 4. What is your return, cancellation or refund policy? | 13. List the name(s) of call center(s) providers, if any: |
| 5. What percentage of your business is: _____ % Deposits / Future Services? _____ % Cash & Carry? | 14. At what point is consumer paid in full? <input type="checkbox"/> 100% Paid in Advance <input checked="" type="checkbox"/> 100% Paid upon delivery/completion |
| 6. In what geographic areas will the product(s) be marketed and sold? | 15. When you receive an authorization, how long before the merchandise is shipped? |
| 7. What percentage of sales transactions are with international cards? _____ % | 16. What shipping service do you use to deliver products to consumers? <input type="checkbox"/> FedEx <input checked="" type="checkbox"/> UPS Airborne <input checked="" type="checkbox"/> USPS Express |
| 8. Who owns product? <input checked="" type="checkbox"/> Merchant <input checked="" type="checkbox"/> Vendor (Drop Ship Required) | 17. How do you advertise? <input type="checkbox"/> Catalog <input checked="" type="checkbox"/> TV or Radio <input type="checkbox"/> Direct Mail/Flyers <input type="checkbox"/> Internet |
| 9. Are consumers required to provide deposit? <input type="checkbox"/> No <input type="checkbox"/> Yes (Percentage: _____ %) Incremental Payments (Percentage: _____ % _____ % _____ %) | 18. What is your warranty/guaranty? <input type="checkbox"/> By merchant <input type="checkbox"/> By manufacturer <input type="checkbox"/> Provide description: |

14. MERCHANT ACCEPTANCE

I. This Merchant Application and Agreement contains four (4) pages and the Terms and Conditions ("Terms and Conditions"), Lease Terms and Conditions when leasing equipment through First Data Global Leasing (FDGL), and one (1) additional Merchant ACH Agreement are hereby incorporated by reference and are available online at <http://www.merituspayment.com/forms/MPS20120109>. Each person signing below certifies that all information provided in this application is true, correct, and complete, and each person agrees to be bound by all provisions set forth in this four (4) page document and the Terms and Conditions available online. Each principal authorizes the Bank or any credit reporting agency employed by the Bank or any agent of the Bank, to make whatever inquiries the Bank deems appropriate to investigate, verify or research references, statements or data obtained from Merchant for the purpose of this application or any application for accompanying POS terminal(s) or equipment financing. 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 Woodforest National Bank. Monthly statements shall also be sent to the address provided. MERCHANT agrees to promptly notify BANK in the event the Terms and Conditions, the Welcome Letter or any monthly statement is not received. For detailed information related to the termination rights and obligations set forth in this Agreement, see Sections 2.14, 2.15, 2.17, 2.24, 2.27, 2.30, 2.35, 7.2, 7.3, Section 8 in its entirety, 10.12, and 10.16. This signature page also serves as a signature page to the Lease Agreement. If selected, the undersigned merchant being the "Lessee" for purposes of such Lease Agreement.

Merchant hereby authorizes Global eTelecom, Inc (GETI) in accordance with this merchant agreement to initiate debit/credit entries to merchant's checking account, as indicated per the attached copy of a voided check from same. The authority is to remain in full force and effect until (a) GETI has received written notification from merchant of its termination in such a manner as to afford GETI reasonable opportunity to act on it, and (b) all obligations of merchant to GETI that have arisen under this agreement have been paid in full.

Notice: All information contained on this application was completed by owners and/or officers of merchant and they warrant that all check information and sales volume indicated throughout this application are accurate and acknowledge that any variance to this information could result in delayed and/or withheld settlement of funds. No blank spaces were left incomplete. N/A or none has been filled in any spaces where applicable. This agreement shall not be binding or take effect until merchant has been approved by a GETI officer and a merchant number has been issued with check limit.

| | | | |
|---------------------|----------------|-------|------|
| Principal Signature | Principal Name | Title | Date |
| Principal Signature | Principal Name | Title | Date |

SIGN HERE

SIGN HERE

II. **Personal Guaranty.** The undersigned Guarantor(s) hereby, individually, agree to the terms set forth in section 2.35 of the Terms and Conditions. The undersigned Guarantors further agree to pay to the BANK all expenses (including attorney fees and court costs) paid or incurred by the BANK in collecting such obligations and in enforcing this Guaranty.

| | | |
|---------------------|----------------|------|
| Guarantor Signature | Guarantor Name | Date |
|---------------------|----------------|------|

SIGN HERE

FOR ALL MERCHANTS who are LLCs, Partnerships and/or Corporations

The indicated officers/partner identified signing above have the authorization to execute the Merchant Payment Card Agreement with Woodforest National Bank on behalf of the here within named corporation, LLC or partnership.

| | | |
|-----------|--|------|
| Signature | Secretary of the Board of Directors Name | Date |
|-----------|--|------|

SIGN HERE

15. SPECIAL REQUESTS

16. IRS REPORTING – BACKUP WITHHOLDING CERTIFICATIONS

TIN: _____ LEGAL NAME: (As shown on your income tax return) _____

- TAXPAYER I.D. NUMBER** - The Tax Payer Identification Number shown above (TIN) is my correct taxpayer identification number.
 - BACKUP WITHHOLDING** - I am not subject to backup withholding, either because I have not been notified that I am subject to backup 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.
 - Exempt Recipients** - I am an exempt recipient under the Internal Revenue Service Regulations.
- SIGNATURE: I certify under penalties of perjury the statements checked in this section are true and accurate and that I am a U.S. citizen or other U.S. person.**

| | |
|---------------------|------|
| Principal Signature | Date |
|---------------------|------|

SIGN HERE

17. Bank Acceptance – Internal Use Only

| | |
|--|------|
| Woodforest National Bank Principal Signature | Date |
|--|------|