



**Confidential Merchant Information**

Agent: \_\_\_\_\_

**4-3/4% PAYANYWHERE**

Equipment (Circle the Option)    Free Placement    Sales Agent Purchase    Rental    Merchant Purchase

Equipment: \_\_\_\_\_ QTY: \_\_\_\_\_ Ethernet/IP    or    Dial up    Dial Up Access Code: \_\_\_\_\_

Avg. Monthly Sales: \$ \_\_\_\_\_    Avg. Ticket Size: \$ \_\_\_\_\_    Highest Ticket Size: \$ \_\_\_\_\_

Percentage Transactions Swiped: \_\_\_\_\_    Percentage Transactions Manually Entered: \_\_\_\_\_

Type of Business:    Corp: \_\_\_\_\_    LLC: \_\_\_\_\_    Sole Prop \_\_\_\_\_    Other: \_\_\_\_\_    Position: \_\_\_\_\_

Type of Goods or Services Sold: \_\_\_\_\_    Business Start Date (Mon/Yr.): \_\_\_\_\_ / \_\_\_\_\_

Legal Name: \_\_\_\_\_

D.B.A. Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_    State: \_\_\_\_\_    Zip: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_    State: \_\_\_\_\_    Zip: \_\_\_\_\_

Phone Number: (\_\_\_\_\_) \_\_\_\_\_

Federal EIN (Tax ID#): \_\_\_\_\_    Email address: \_\_\_\_\_

**Signatures on the actual application must be comprised of 76% ownership**

Owner 1 Name: \_\_\_\_\_    Ownership %: \_\_\_\_\_    DOB: \_\_\_\_\_

Residence Address: \_\_\_\_\_    City: \_\_\_\_\_    State: \_\_\_\_\_    Zip: \_\_\_\_\_

SS#: \_\_\_\_\_    Driver's License #: \_\_\_\_\_    Owner Phone: (\_\_\_\_\_) \_\_\_\_\_

Owner 2 Name: \_\_\_\_\_    Ownership %: \_\_\_\_\_    DOB: \_\_\_\_\_

Residence Address: \_\_\_\_\_    City: \_\_\_\_\_    State: \_\_\_\_\_    Zip: \_\_\_\_\_

SS#: \_\_\_\_\_    Driver's License #: \_\_\_\_\_    Owner Phone: (\_\_\_\_\_) \_\_\_\_\_

**Application Documentation Requirements:**

- Voided Business Check or Bank Letter
- Copy of Driver's License or Government Issued ID (VALID)
- Copy of Processing Statement (CURRENT)
- Proof of Business Existence (VALID)
- All Owner 25% or more must be listed on the application. At least 76% ownership must sign the application**

Auto Batch-Time: \_\_\_\_\_ am / pm or **Manual Batch** (*Tips = Manual Batch Only*)

Time Zone: EASTERN CENTRAL MOUNTAIN PACIFIC

Rep Install: Yes / No

Tips: Yes / No

Server #s: Yes / No

Next Day Funding: Yes / No

*(Majority swiped transactions, Established Business, Must Batch before 11 pm ET, Max high ticket of \$1000, no future delivery product fulfillment must be immediate)*

Health Savings Account Cards (HSA): Yes / No EBT: Yes / No FNS Number: \_\_\_\_\_

Notes: \_\_\_\_\_

**Additional Owner Information Sheet**

All additional beneficial owners with ownership equal to or greater than 25% must be listed in the spaces below.

**Signatures on the actual application must be comprised of 76% ownership.**

**Owner 3 Name:** \_\_\_\_\_ **Ownership %:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**Residence Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**SS#:** \_\_\_\_\_ **Driver's License #:** \_\_\_\_\_ **Owner Phone:** (\_\_\_\_) \_\_\_\_\_

**Owner 4 Name:** \_\_\_\_\_ **Ownership %:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**Residence Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**SS#:** \_\_\_\_\_ **Driver's License #:** \_\_\_\_\_ **Owner Phone:** (\_\_\_\_) \_\_\_\_\_



**PRICING SCHEDULE**

Retail  Moto/Internet

Interchange Plus  Tiered

Interchange, dues, & assessments + \_\_\_\_\_ bps  
 Transaction Fee: \$ \_\_\_\_\_  
 AMEX FA Interchange, dues, & assessments + \_\_\_\_\_ bps

Qualified discount rate: \_\_\_\_\_ %  
 Qualified discount rate (check card): \_\_\_\_\_ %  
 AMEX FA Qualified discount rate: \_\_\_\_\_ %

For details regarding mid-qualified and non-qualified surcharges, please see page 3 section 1.14 of the terms and conditions. For purposes of this agreement the mid-qualified surcharge<sup>a</sup> is \_\_\_\_\_ % (\$ \_\_\_\_\_ per \$100.00) + \$ \_\_\_\_\_. For purposes of this agreement the non-qualified surcharge is \_\_\_\_\_ % (\$ \_\_\_\_\_ per \$100.00) + \$ \_\_\_\_\_. Card association assessments will be passed through.

<sup>a</sup>mid-qualified surcharge only applicable to retail tiered merchants

**Please refer to the attached flat rate SPR**

OTHER FEES (if applicable) M=Monthly MPD=Monthly Per Device PA=Payanywhere MC=MasterCard DIS=Discover AXP=American Express IC=Interchange

T&E Draft Capture Tran:	\$0.25	IC Passthrough Credit:	\$0.10	IC Passthrough Check:	\$0.22	Internet Gateway(M):	\$20.00
Debit Gateway(M):	\$7.95	EBT Transaction:	\$0.20	Internet Transaction:	\$0.10	mPOS Per Day Per Active Device Fee:	_____
mPOS Per Item Fee:	_____	Minimum Discount(M):	\$25.00	Basic Service(M):	\$10.00	POS Service Fee(M):	_____
Statement Mailing:	\$1.00	Chargeback:	\$25.00	Retrieval:	\$15.00	Account Setup:	\$95.00
Annual:	\$99.00	Voice Authorization:	\$1.00	Address Verification:	\$0.05	Batch Header:	\$0.35
Debit Transaction:	\$0.35	Return Item Support Fee:	_____	Wireless Transaction:	\$0.10	Wireless Network(M):	\$25.00
Wireless Activation:	\$35.00	PA Gateway(M):	\$14.95	PA Add'l Gateway(M):	\$4.95	PA Transaction:	\$0.10
PayMyTab Software(MPD):	\$19.95	PayMyTab Location(M):	\$125.00	Regulatory Fee(M):	_____	Non-Sufficient Funds:	\$25.00
Settled Transaction Fee:	_____	PA Cellular Data(M):	\$9.95	PA Cellular Data Tran:	\$0.10	Software(MPD):	_____
PCI Compliance Upfront:	\$145.00						

MC Network Access	\$0.0208	Visa Network Access	\$0.0218	DIS Network Access	\$0.0195	AXP Network Access	0.165%
PayPal Network Access	\$0.0195						

I acknowledge that I will receive the free version of Payments Hub, which includes ordering equipment and supplies, setting up alerts, viewing custom reporting, and much more. I understand that if I want to opt into the premium plus version of Payments Hub for \$29.95 per month I can reach out by emailing support@paymentshub.com or calling 877-464-4218.

**CERTIFICATION & AGREEMENT**

Merchant acknowledges that you have accessed our Merchant Processing Agreement ("Agreement") at www.myresourceportal.com/agreement. By signing below, Merchant agrees to all terms and conditions contained therein. From time to time, the Agreement may be updated. When this occurs, Agent will notify Merchant electronically (or by delivery method selected by Merchant at time of disclosure) when such updates have been made. Merchant acknowledges that continued use of Agent Merchant services after the update signifies Merchant Acceptance of updated Agreement. The undersigned is duly authorized to sign on behalf of the Merchant and to bind the Merchant to the terms and conditions set forth in this Merchant Application ("Application") and previously referenced Agreement, and certifies that all information provided in association with this Application is true, correct and complete. By signing below on behalf of Merchant, you authorize Member/Bank and/or Agent to collect and use your Social Security number, including for purposes of obtaining consumer credit reports on you. You expressly acknowledge and agree that your Social Security number and your consumer credit report(s) may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or any other legitimate purpose derived from the Merchant account. The undersigned consents to Member/Bank and/or Agent's collection, processing and use of the information contained in this application including the transfer of such information to service providers or affiliates for any lawful purpose including, without limitation, to (i) verify individual identities, and (ii) transfer such information, including personal information, to one or more vendors providing a service that assists Member/Bank and/or Agent with respect to identity confirmation. A Merchant's submission of a transaction to Agent shall be deemed to signify Merchant's acceptance of the Agreement, including the terms and conditions herein.

**Merchant: By** \_\_\_\_\_  
 (Merchant Principal or Corporate Officer Signature)  
 \_\_\_\_\_  
 (Print Name)

**Merchant: By** \_\_\_\_\_  
 (Merchant Principal or Corporate Officer Signature)  
 \_\_\_\_\_  
 (Print Name)

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PERSONAL GUARANTY**

In consideration of Agents and Bank's acceptance of this Agreement, the undersigned Guarantor (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to Agent and Bank under the Agreement, and payment of all sums due hereunder, and in the event of default, hereby waives notice of default and agrees to indemnify Agent and Bank for all funds due from Merchant pursuant to the terms of the Agreement. Guarantor waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant, and further waived any and all rights or defenses arising by reason of any modification or change in the terms of the Agreement whatsoever, including, without limitation, the renewal, extension, acceleration, or other change in the time any payment or other performance hereunder is due, and/or any change in any interest or discount rate or fee hereunder. Guarantor confirms that Guarantor, collectively or individually, is a party to the Agreement and, unconditionally and specifically authorizes Agent and Bank, or its authorized agent, to debit any overdue fees, costs, chargebacks, fines, fees, penalties, expenses or obligations under the Agreement and/or any contractual relationship with Agent and Bank from any personal checking or other account owned or controlled by Guarantor, and further to report any default hereunder on Guarantor's personal Credit Bureau Report. Guarantor agrees to pay all costs and expenses of whatever nature, including attorney's fees and other legal expenses, incurred by or on behalf of Bank in connection with the enforcement of this Guaranty.

**Merchant: By** \_\_\_\_\_  
 (Guarantor Signature)  
 \_\_\_\_\_  
 (Print Name)

**Merchant: By** \_\_\_\_\_  
 (Guarantor Signature)  
 \_\_\_\_\_  
 (Print Name)

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# BANK AND MERCHANT AGREEMENT DISCLOSURES

Merchant Bank Information		
BMO Harris Bank 8500 Governor's Hill Drive Cincinnati, OH 45249 847-240-6600	FFB Bank 7690 N Palm Ave # 101 Fresno, CA 93711 559-439-0200	Citizens Bank, N.A. One Citizens Plaza Providence, RI 02903 877-550-5933

Upon approval the merchant bank will be selected and stated in your welcome letter. The selection is referred to herein as the "Bank".

## Important Bank Responsibilities

1. Bank is the only entity approved to extend acceptance of VISA products directly to a Merchant.
2. Bank must be a principal to the Merchant Agreement.
3. Bank is responsible for educating Merchants on pertinent VISA Operating Regulations or such pertinent rules and regulation of MasterCard International with which merchants must comply. Merchant acknowledges it has read and understood, or seek clarification from Agent or the Bank, all such rules and regulations before submitting a transaction for processing by Agent and Bank.
4. Bank is responsible for and must provide settlement funds to the Merchant.
5. Bank is responsible for all funds held in reserve that are derived from settlement.

## Merchant Information

Merchant Name: \_\_\_\_\_  
Merchant Address: \_\_\_\_\_  
Merchant Phone: \_\_\_\_\_

## Important 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, MasterCard, And American Express and Discover Operating Regulations.
5. You may download Visa Regulations from Visa's website at: <https://usa.visa.com/support/small-business/regulations-fees.html>
6. You may download MasterCard Regulations from MasterCard's website at: <http://www.mastercard.com/us/merchant/support/rules.html>
7. You may download the American Express Merchant Operating Guide from American Express' website at: <http://www.americanexpress.com/merchanttopguide>
8. You may download additional merchant information from Discover Network's website at: <http://www.discovernetwork.com/merchants/index.html>

## Important Merchant Agreement Disclosures

1. The initial term of your Merchant Agreement may be either: (a) 3 years (month-to-month thereafter), (b) 2 years (month-to-month thereafter), (c) 1 year (month-to-month thereafter), or (d) month-to-month.
2. You must provide 30 days' notice to terminate your Merchant Agreement prior to the expiration date of a Merchant Agreement with a 3-year, 2-year or 1-year initial term. If your Merchant Agreement is month-to-month, you may terminate the agreement at any time upon 30 days' notice.
3. You may terminate the Merchant Agreement within 45 days after executing the Merchant Agreement with no further obligations provided that you return all equipment within 30 days following the date of your termination notice. See Section 1.16(f) of the Merchant Agreement for details.
4. You may initiate termination of the Merchant Agreement by sending your Merchant name, address and MID via overnight carrier or certified mail to Agent, 250 Stephenson Hwy., Troy, MI 48083 Attn: Customer Care. You may call Customer Care at (866) 485-8999 (Ext. 1300) if assistance is needed or you may contact your sales agent.
5. If your Merchant Agreement has an initial term of 3-years, 2-years or 1-year and you elect to terminate your Merchant Agreement prior to the expiration of such term, you may be responsible to pay an early termination fee of not less than \$295.
6. For applicable fees payable by Merchant, you should review the (a) the Merchant Application, (b) Section 1.15 of the Merchant Agreement, and (c) any additional fee schedule.
7. You understand that all fees may be modified or new fees introduced upon written notice to you. IMPORTANT - Within 30 days after a fee increase or the introduction of a new fee, you may terminate the Merchant Agreement without obligation to pay any applicable early termination fee other than fee increases or new fees caused by a Card Network or other 3rd party passed through to Merchant.
8. You specifically authorize Servicers to debit your approved bank account(s) for fees, Chargebacks, returns, fines and any other penalties or amounts owed under the Merchant Agreement.
9. You will be responsible for any monthly minimum fees, if any, set forth on the Merchant Application, as such fees may be adjusted from time to time.

The responsibilities 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– Bank –is the ultimate authority should the Merchant have any problems.

The purpose of the Important Merchant Agreement Disclosures is to provide the Merchant with an overview of key terms and conditions of the governing Merchant Agreement. The terms and conditions provided within this disclosure are not an exhaustive representation of all terms, conditions, rights or obligations under the Agreement. Defined terms used in this disclosure may be found in the Merchant Processing Agreement located at [www.myresourceportal.com/epx\\_agreement](http://www.myresourceportal.com/epx_agreement).

**Merchant Acknowledgment:** \_\_\_\_\_(Signature)

Name & Title of Signatory: \_\_\_\_\_

**Date:** \_\_\_\_\_

AMENDMENT TO MERCHANT PROCESSING AGREEMENT

This Amendment to Merchant Processing Agreement (the "Amendment") is made and entered into as of the day of \_\_\_\_\_, 2024 (the "Effective Date") by and between North ("NAB") a Delaware limited liability company, the business address of which is 250 Stephenson Hwy, Troy, MI 48083, and [ \_\_\_\_\_ ] ("Merchant") a [ \_\_\_\_\_ ], the business address of which is [ \_\_\_\_\_ ].

RECITALS

- A. On or about [ \_\_\_\_\_ ], North ("NAB"), and Merchant executed and delivered that certain Merchant Processing Agreement (the "Agreement");
  
- B. NAB and Merchant have agreed to amend the Agreement as provided herein.

NOW, THEREFORE, for and in consideration of the foregoing Recitals and the mutual covenants and agreements set forth herein, the parties agree as follows:

- 1. The terms of this Amendment will be effective as of the Effective Date.
  
- 2. Section 1.16 (Term and Termination) of the Agreement is hereby amended and changed so that Merchant shall no longer be liable for the payment of any minimum monthly fee commitments (including the \$295 minimum) for the remainder of Agreement's initial term if the Merchant terminates the Agreement prior to the end of such term.
  
- 3. Capitalized terms used but not otherwise defined in this Amendment will have the meanings set forth in the Agreement. This Amendment, together with all exhibits attached here to, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings. In the event of a conflict between this Amendment and the Agreement as it relates to the subject matter hereof, the terms of this Amendment shall control. Otherwise, all terms and conditions of the Agreement will remain in full force and effect and likewise apply to this Amendment.

The parties have executed this Amendment as of the date first above written.

North  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Merchant  
**By:** \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
**Date:** \_\_\_\_\_

# SPECIAL PRICING REQUEST CHANGE FORM

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MERCHANT NUMBER(s) (MID):

## DISCOUNT RATES / FEES (Choose ONLY 1 Pricing Structure from below)

Note: N/A, Lines, and Blank Spaces will not be considered an indication of a requested change.

### TIERED

Qualified Rate \_\_\_\_\_ % + \$ \_\_\_\_\_ per item

\*Visa, MasterCard, Discover (If Full Acquiring), Amex (If Full Acquiring - unless noted separately below), Check Cards (unless noted separately below)

Mid-Qualified Rate \_\_\_\_\_ % + \$ \_\_\_\_\_ per item

\*Visa, MasterCard, Discover (If Full Acquiring), Amex (If Full Acquiring - unless noted separately below), Check Cards (unless noted separately below), Rewards (unless noted separately below)

Non-Qualified Rate \_\_\_\_\_ % + \$ \_\_\_\_\_ per item

\*Visa, MasterCard, Discover (If Full Acquiring), Amex (If Full Acquiring - unless noted separately below), Check Cards (unless noted separately below)

### CUSTOM RATES (Complete ONLY if rates will be different than above)

Amex FA Qualified Rate \_\_\_\_\_ % + \$ \_\_\_\_\_ per item

### Interchange Fee Passthrough

Credit Cards \$ \_\_\_\_\_

Check Cards \$ \_\_\_\_\_

Amex FA Mid-Qualified Rate \_\_\_\_\_ % + \$ \_\_\_\_\_ per item

Amex FA Non-Qualified Rate \_\_\_\_\_ % + \$ \_\_\_\_\_ per item

Rewards Rate \_\_\_\_\_ % + \$ \_\_\_\_\_ per item

Check Cards Qualified Rate \_\_\_\_\_ % + \$ \_\_\_\_\_ per item

Pin Debit Rate \_\_\_\_\_ %

\*Includes debit interchange unless otherwise instructed below

Check Cards Mid-Qualified Rate \_\_\_\_\_ % + \$ \_\_\_\_\_ per item

Debit Interchange Billing  Passthrough  Bundle

Check Cards Non-Qualified Rate \_\_\_\_\_ % + \$ \_\_\_\_\_ per item

Assessment Fees  Passthrough  Bundle

Merchant Processing Type  Retail = 3 rates (Qual, Mid, Non)

Network Access Fees  Passthrough  Bundle

MOTO = 2 rates (Qual/Mid & Non)

Cardbrand Association Fees  Passthrough  Bundle

\*Passthrough will be included unless otherwise instructed above

ALL existing "other" fees will remain unless otherwise indicated on the second page of this form in the OTHER FEES Section with a value.

### INTERCHANGE +

Basis Points \_\_\_\_\_

\*Visa, MasterCard, Discover (If Full Acquiring), Amex (If Full Acquiring - unless noted separately below), PIN Debit (unless noted separately below)

### Interchange Fee Passthrough

Credit Cards \$ \_\_\_\_\_

Check Cards \$ \_\_\_\_\_

### CUSTOM RATES (Complete ONLY if rates will be different than above)

Amex FA Basis Points \_\_\_\_\_

PIN Debit Basis Points \_\_\_\_\_

Debit Interchange Billing  Passthrough

\*Debit interchanges are included

OR

PIN Debit Rate \_\_\_\_\_ %

Debit Interchange Billing  Bundle

\*Debit interchanges are NOT included

Assessment Fees  Passthrough

Network Access Fees  Passthrough  Bundle

\*Passthrough will be included unless otherwise instructed above

Cardbrand Association Fees  Passthrough

ALL existing "other" fees will remain unless otherwise indicated on the second page of this form in the OTHER FEES Section with a value.

### FLAT RATE (Edge Cash Discount requests are submitted separately)

Flat Rate 4.5346 % \*Credit Cards, Check Cards, PIN Debit (unless otherwise noted below)

### MOBILE / PAYG

Swiped Rate 2.69 %

Keyed Rate 3.49 % + \$ 0.19 per item

### CUSTOM RATES (Complete ONLY if rates will be different than above)

PIN Debit Rate \_\_\_\_\_ % \*Includes debit interchange unless otherwise instructed below

Debit Interchange Billing  Passthrough  Bundle

Existing Chargeback, Retrieval, Monthly Minimum Discount, Payments Hub Paid Plan, and PayAnywhere fees will remain unless otherwise indicated on the second page of this form in the OTHER FEES Section with a value. All other existing fees will be removed unless otherwise indicated on the second page of this form in the OTHER FEES Section with a value.

ALL existing "other" fees will be removed unless otherwise indicated on the second page of this form in the OTHER FEES Section with a value.

By signing below merchant is agreeing to the pricing changes indicated on this form.

Agent Comments/Special Instructions

Primary Account Holder Signature or Primary Control Contact Signature Date

Initials

# SPECIAL PRICING REQUEST CHANGE FORM

MERCHANT NUMBER(s) (MID): \_\_\_\_\_

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## OTHER FEES

N/A, Lines, and Blank Spaces will not be considered an indication of a requested change.

Transaction fee \$ _____ <small>*Visa, MasterCard, Discover (If Full Acquiring), Amex (If Full Acquiring - unless noted separately below), Check Cards (unless noted separately below)</small>	Monthly Debit Gateway Fee \$ _____	Wireless Transaction Fee \$ _____
Amex FA Transaction fee \$ _____	PIN Debit Monthly Location Fee \$ _____	Monthly Wireless Network Fee \$ _____ <small>*Per device</small>
T & E Transaction fee \$ _____ <small>*Travelers and Entertainment Cards (includes Discover and Amex IF retained)</small>	Debit Transaction Fee \$ _____	Terminal Type: _____
Address Verification (AVS) \$ _____	EBT Transaction Fee \$ _____	Terminal Quantity: _____
Voice Authorization Fee \$ _____	EBT Discount Rate _____ %	<b>If there are multiple wireless terminals, use additional fields below</b>
Batch Header Fee \$ _____	Monthly Internet Gateway Fee \$ _____	Monthly Wireless Network Fee \$ _____ <small>*Per device</small>
Monthly Minimum Discount \$ _____	Internet Transaction Fee \$ _____	Terminal Type: _____
Annual Fee \$ _____	Name of Internet Gateway Provider: _____ <small>(example: Auth.net, USAePAY, PayTrace, etc.)</small>	Terminal Quantity: _____
Statement Fees:		PayAnywhere Monthly Gateway Fee \$ 14.95
Monthly Basic Service Fee \$ 10.00	Chargeback Fee \$ 25.00	PayAnywhere Add'l Monthly Gateway Fee \$ 4.95 <small>*Per additional device</small>
Paper Statement Mailing Fee \$ _____	Retrieval Fee (Request for Copy) \$ 15.00	Quantity of 2-in-1 and/or 3-in-1 devices: _____

**Payments Hub (Select ONLY 1 option)**

<input type="checkbox"/> Paid Program Fee \$ 14.95	<input checked="" type="checkbox"/> Free Program Fee \$ 0.00
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**PayAnywhere Smart Solution Software Fees - Per Device**

Additional Cellular Data fees will apply if the SIM card is activated. Refer to the Equipment Placement Form for Cellular Data fee specifics

Smart Terminal Mini (A60) \$ 9.95	A60 Quantity: _____
Smart Keypad (A80) \$ 9.95	A80 Quantity: _____
Smart PINPad Pro (A80 & SP30) \$ 19.95	A80/SP30 Quantity: _____
Smart Terminal (A920) \$ 9.95	A920 Quantity: _____
Smart Point of Sale (E500) \$ 29.95	E500 Quantity: _____
Smart Point of Sale + (E600) \$ 19.95	E600 Quantity: _____
Smart Point of Sale + (E700) \$ 39.95	E700 Quantity: _____

By signing below merchant is agreeing to the pricing changes indicated on this form.

Agent Comments/Special Instructions

X

Primary Account Holder Signature or Primary Control Contact Signature \_\_\_\_\_ Date \_\_\_\_\_

Initials \_\_\_\_\_

## Payanywhere Free Equipment Placement Agreement

This Agreement is a contract between the Merchant and Payanywhere, LLC ("Payanywhere").

NOW THEREFORE, Payanywhere and Merchant agree as follows:

Upon the approval of Merchant's card processing application, Payanywhere shall ship the Payanywhere Equipment selected below to Merchant.

Merchant agrees (i) to use the Equipment only to process transactions permitted under its card processing agreement with Payanywhere, (ii) to be responsible for any damage to the Equipment as a result of its misuse or negligence, and (iii) not to reverse engineer, disassemble or modify the Equipment in any way.

Merchant agrees that the Equipment is the property of Payanywhere, is being licensed to Merchant, and must be returned in good and working condition within ten (10) days of the termination of Merchant's card processing account with Payanywhere. If the Equipment is not returned in good and working condition within ten (10) days of the termination of Merchant's card processing account, then the Merchant will be charged the Equipment Value indicated below.

If the Equipment is defective for any reason other than Merchant's misuse or negligence, Payanywhere shall replace the defective Equipment with comparable Equipment, which may be new or refurbished. However, Merchant shall first return the defective Equipment to Payanywhere, and shall be responsible for all shipping and handling fees for the replacement Equipment. Notwithstanding this, Payanywhere shall have no obligation to replace Equipment free of charge more than one time within the first twelve (12) month period. Payanywhere shall have no other responsibility, obligation or liability with regard to the Equipment.

Payanywhere is not the manufacturer of the Equipment. Accordingly, Payanywhere makes no warranties, expressed or implied, and disclaims any warranties as to the suitability or merchantability or fitness of the Equipment for any particular purpose, for any negligent design or manufacture of the Equipment, or any software or other computer program provided with or to be used in conjunction with the Equipment. In addition, Payanywhere is not responsible for any liabilities, losses, claims, or damages of any kind in any way related to the use of the Equipment, including but not limited to any damage to the device(s) on which the Equipment is used, or to the software, applications or data downloaded or maintained on such device(s). Merchant may not nor may Merchant permit any third party to resell, lease or distribute in any way the Equipment.

Merchant agrees to indemnify and hold Payanywhere and its subsidiaries harmless from and against any and all liabilities, losses, claims, damages, disputes, offsets, claims or counterclaims of any kind in any way related to the use (or misuse) of the Equipment.

Payanywhere ships the Equipment with an activated SIM card which provides 4G cellular data access. Upon acceptance of the Equipment, Merchant agrees to a monthly cellular data access fee of \$9.95 after 10 MB of data has been used each month. \$9.95 covers up to 250 MB of data usage per month; each additional 250 MB of data usage in a month will be assessed an additional fee of \$9.95 per month. Your first 25 Transactions processed each month using cellular data are free. After 25 free Transactions are processed, each additional Transaction processed that month using cellular data will incur a \$0.10 fee. "Transactions" means all credit/debit and cash sales, refunds, voids, or pre-authorizations processed on the Equipment. If you would like to avoid this charge, please contact us at [custservice@payanywhere.com](mailto:custservice@payanywhere.com) or 877.387.5640.

Merchant has accepted the following Payanywhere Equipment by checking box(es) below:

Payanywhere Smart Terminal Mini (A77) **OR**  
Payanywhere Smart Keypad (A80)  
Equipment Value of \$895.00<sup>(A77)</sup> **OR** \$795.00<sup>(A80)</sup> per device  
Monthly Software Fee (per device) \$14.95

Payanywhere Smart Terminal (A920 or A920 Pro)  
Equipment Value of \$895.00 per device  
Monthly Software Fee (per device) \$14.95

Payanywhere Smart Flex  
(E600 Cellular, Non-Cellular or Mini)  
Setup Fee (per device) \$49.95  
Equipment Value of \$1,195.00 per device  
Monthly Software Fee (per device) \$24.95

Payanywhere Smart PINPad Pro (A80+SP30)  
Equipment Value of \$1,195.00 per device  
Setup Fee (per device) \$49.95  
Monthly Software Fee (per device) \$24.95

Payanywhere Smart POS+  
(E700 Cellular or Non-Cellular)  
Equipment Value of \$1,595.00 per device  
Setup Fee (per device) \$99.95  
Monthly Software Fee (per device) \$44.95

Payanywhere 3in1 Reader (D135)  
Equipment Value of \$295.00  
(Cellular data fees listed above do not apply)

By signing below, Merchant understands that this Agreement constitutes a legal contract which binds Merchant.

Merchant's Authorized Signer:

Payanywhere, LLC:

Owner's or Officer's Signature Date:

Account Executive Signature Date:

The undersigned, who will derive a benefit from the above Agreement between Merchant and Payanywhere, hereby guarantees to Payanywhere and to its successors and assigns, the full, prompt and complete performance of Merchant and all of Merchant's obligations under such Agreement. The undersigned, by signing below, agrees to be bound by such Agreement and this Guaranty.

Personal Guarantor Printed Name Date

Personal Guarantor Signature Date