



Confidential Merchant Information

Agent: _____

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* is _____ % (\$ _____ per \$100.00) + \$ _____. For purposes of this agreement the non-qualified surcharge is _____ % (\$ _____ per \$100.00) + \$ _____. Card association assessments will be passed through.
 *mid-qualified surcharge only applicable to retail tiered merchants

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 associated with 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.

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: _____

FREE TERMINAL PLACEMENT AGREEMENT



This Agreement is a contract between the Merchant named below and North (NAB). NOW THEREFORE, North (NAB) and the Party (Merchant) agree as follows:

I. Merchant agrees that the Equipment is the property of NAB, is being licensed to Merchant, and must be returned in good and working condition within ten (10) days of the termination or expiration of the Merchant Account with NAB. If the Equipment is not returned within ten (10) days, Merchant agrees to pay the equipment value indicated below. Merchant authorizes NAB to ACH my account for said fees according to program. In addition, Merchant agrees to be responsible for any damage to the Equipment as a result of misuse or negligence. NAB reserves the right to replace the below models with comparable models and to add or discontinue models.

II. Merchant agrees to indemnify and hold NAB 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. Merchant understands that NAB agrees to free overnight delivery of replacement equipment, fully programmed and ready to use, up to but not exceeding twice the first year, and that each additional incident will incur a fee of \$99.

Merchant has accepted the following equipment (the "Equipment") by checking one box below:

- | | |
|---|--|
| <input type="checkbox"/> Tetra DESK/1500 PIN pad and necessary cables
Equipment Value of \$200 per device
Requires monthly \$7.95 debit gateway fee | <input type="checkbox"/> Tetra LANE/3000 Terminal
Equipment Value of \$895 per device |
| <input type="checkbox"/> Tetra DESK/3500 Terminal
Equipment Value of \$700 per device | <input type="checkbox"/> Tetra LINK/2500 Terminal
Equipment Value of \$600 per device |

Except as herein otherwise expressly provided, the Merchant Agreement, as heretofore amended, shall remain in full force and effect.

Merchant's Authorized Signer:

North:

Owner's or Officer's Signature Date:

Account Executive Signature Date:

INDIVIDUAL GUARANTY (NO TITLES) I/We hereby guarantee to NAB, their successors and assigns, the full, prompt and complete performance of Merchant and all of Merchant's obligations under this Agreement, including, but not limited to, all monetary obligations arising out of Merchant's performance or nonperformance under this Agreement, whether arising before or after termination of this Agreement. The undersigned, by signing below, agrees to be bound by the Agreement and this Guaranty.

Personal Guarantor Printed Name Date

Personal Guarantor Signature Date