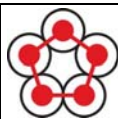





|  |             |  |   |  |
|--|-------------|--|---|--|
|  <h1>Transaction Services</h1> <p><b>TRXServices, LLC</b><br/>2727 Paces Ferry Rd., Bldg.1, Ste. 750<br/>Atlanta, GA 30339<br/>Customer Services: (888) 933-8797</p> <p>AGENT</p> | <b>BANK</b> |  <p><b>Chesapeake Bank</b><br/>5000 Foundation St,<br/>Williamsburg, VA 23188<br/>757-941-1335</p> <p>Merchant ID# Begins: <u>9335</u></p> |  <p><b>ESQUIRE BANK</b></p> <p><b>Esquire Bank, N.A.</b><br/>100 Jericho Quadrangle, Suite 100<br/>Jericho, NY 11753<br/>800-996-0213</p> <p>Merchant ID# Begins: <u>9390</u></p> |  <p><b>WESTAMERICA BANK</b></p> <p><b>Westamerica Bank</b><br/>3760 Westwind Blvd.<br/>Santa Rosa, CA 95403<br/>800-939-9942</p> <p>Merchant ID# Begins: <u>7588</u></p> |
|--|-------------|--|---|--|

|                 |                                   |               |                             |                |
|-----------------|-----------------------------------|---------------|-----------------------------|----------------|
| <b>MERCHANT</b> | MERCHANT NAME (DBA OR TRADE NAME) |               | CORPORATE / LEGAL NAME      |                |
|                 | LOCATION ADDRESS                  |               | CORPORATE / MAILING ADDRESS |                |
|                 | CITY / STATE / ZIP                |               | CITY / STATE / ZIP          |                |
|                 | BUSINESS PHONE                    | BUSINESS FAX  | FEDERAL TAX ID / SSN        |                |
|                 | CONTACT NAME                      | CONTACT PHONE | DATE BUSINESS ESTABLISHED   | BUSINESS HOURS |
|                 | CONTACT EMAIL ADDRESS             |               | WEBSITE                     |                |

|   |                         |                               |                              |
|---|-------------------------|-------------------------------|------------------------------|
| <b>VOLUME</b>   | <b>CREDIT CARD</b>      |                               |                              |
|   | MONTHLY VOLUME          | CARD-PRESENT % _____          | DESCRIBE PRODUCT OR SERVICES |
|   | MONTHLY TRANSACTIONS    | CARD-NOT-PRESENT % _____      |                              |
|   | AVERAGE TICKET          | HIGHEST TICKET                |                              |
|   | MONTHLY VOLUME REFUNDED | MONTHLY TRANSACTIONS REFUNDED |                              |
| Are there any judgements outstanding against the business or any of its principals? <input type="checkbox"/> YES <input type="checkbox"/> NO Are you a Money Services Business, MSB? <input type="checkbox"/> YES <input type="checkbox"/> NO |                         |                               |                              |
| Has any Principle file Personal / Business Bankruptcy in the past 10 years? <input type="checkbox"/> YES <input type="checkbox"/> NO  |                         |                               |                              |

|                 |   |   |   |  |  |
|-----------------|---|---|---|--|--|
| <b>BUSINESS</b> | <b>MERCHANT TYPE</b><br><input type="checkbox"/> RETAIL<br><input type="checkbox"/> RESTAURANT<br><input type="checkbox"/> CARD-NOT-PRESENT   | <b>TYPE OF OWNERSHIP</b><br><input type="checkbox"/> CORP.<br><input type="checkbox"/> LLC<br><input type="checkbox"/> SOLE PROP.<br><input type="checkbox"/> GOVERNMENT<br><input type="checkbox"/> NON-PROFIT<br><input type="checkbox"/> OTHER | <b>BUSINESS LOCATION</b><br><input type="checkbox"/> STOREFRONT<br><input type="checkbox"/> OFFICE<br><input type="checkbox"/> HOME<br><input type="checkbox"/> OTHER   | <b>WHO PERFORMS PRODUCT / SERVICE FULFILLMENT?</b><br><input type="checkbox"/> MERCHANT<br><input type="checkbox"/> VENDOR / FULFILLMENT HOUSE<br>_____<br>IF VENDOR, NAME / ADDRESS | <b>DOES MERCHANT USE THIRD PARTY TO STORE, PROCESS OR TRANSMIT CARDHOLDER DATA?</b><br><input type="checkbox"/> YES <input type="checkbox"/> NO<br>_____<br>IF YES, THIRD PARTY NAME / ADDRESS |
|                 | <b>CUSTOMER RETURN POLICY</b><br><input type="checkbox"/> 30 DAY REFUND <input type="checkbox"/> EXCHANGE<br><input type="checkbox"/> NONE<br><input type="checkbox"/> OTHER          | <b>NUMBER OF DAYS UNTIL PRODUCT / SERVICE IS DELIVERED</b> _____  | <b>HAS APPLICANT EVER ACCEPTED CREDIT CARDS BEFORE?</b><br><input type="checkbox"/> YES <input type="checkbox"/> NO<br><br><b>HAS APPLICANT EVER BEEN TERMINATED FROM ACCEPTING PAYMENT CARDS?</b> <input type="checkbox"/> YES <input type="checkbox"/> NO |  |  |
|                 | <b>VISA / MASTERCARD / DISCOVER ® SALES TRANSACTIONS ARE SETTLED:</b> <input type="checkbox"/> DATE OF ORDER <input type="checkbox"/> DATE OF SHIPMENT <input type="checkbox"/> OTHER |   |   |  |  |

|                        |  |  |
|------------------------|--|--|
| <b>BANK DISCLOSURE</b> | <b>IMPORTANT BANK RESPONSIBILITIES</b><br>A Visa Member is the only entity approved to extend acceptance of VISA products to a Merchant. A Visa Member must be a principal (signor) to the Merchant Agreement. A Visa Member is responsible for educating Merchants on pertinent VISA Operating Regulations with which Merchants must comply. A Visa Member is responsible for and must provide Settlement funds to the Merchant. A Visa Member is responsible for all funds held in reserve that are derived from settlement. |  |
|                        | <b>IMPORTANT MERCHANT RESPONSIBILITIES</b><br>Ensure compliance with cardholder data security and storage requirements. Maintain fraud and chargeback below thresholds. Review and understand the terms of the Merchant agreement. Comply with VISA Operating Regulations.   |  |
|                        | The responsibilities listed above do not supersede the terms of the MERCHANT Agreement and are provided to ensure the MERCHANT understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the MERCHANT have any problems.   |  |
|                        | MERCHANT NAME: _____<br>MERCHANT ADDRESS: _____<br>_____<br>PHONE NUMBER: _(____) _____  | MERCHANT SIGNATURE: <b>X</b> _____<br>PRINT NAME: _____<br>DATE: _____ |

**SIGN**

**INTERCHANGE COST-PLUS PRICING**

Interchange fee is a term used in the payment card industry to describe a fee that a merchant's bank (the "acquiring bank") pays a customer's bank (the "issuing bank") when merchants accept cards using card networks. Cost-Plus Pricing refers to all Interchange, Assessments, Network Access, Kilobyte, and Residency Fees charged by the Card Associations to include Visa, MasterCard and Discover®.

**Basis Points**  **Per Item**

**SURCHARGE PRICING**

Compliant Surcharging is a program that allows the merchant to pass the cost of accepting credit cards to the card-holder. Merchants must disclose their surcharge policy at the point of entry and point of sale. Some states restrict the practice of surcharging. Transaction Services will register your account with the card-brands in order to assure you are compliant.

**Surcharge Percent**

**PIN DEBIT PRICING**

**Pin debit** refers to a credit card transaction in which the buyer enters their 4 digit personal identification number (**PIN**) into a merchant terminal in lieu of a signature, when using a **debit** card. **Debit** cards are usually associated with a checking account, but may also be a savings account

**Basis Points**  **Per Item**

**EBT PRICING**

Electronic benefit transfer (**EBT**) is an electronic system that allows state welfare departments to issue benefits via a magnetically encoded payment card, used in the United States. Please provide your existing Food and Consumer Identifier:

**FCS ID:**   **Basis Points**  **Per Item**

**TIERED PRICING**

|        | Discount (%) | Per Item |
|--------|--------------|----------|
| Rate 1 |              |          |
| Rate 2 |              |          |
| Rate 3 |              |          |
| Rate 4 |              |          |

Visa  MasterCard  Discover®

**OTHER FEES**

|                         |  |                           |  |
|-------------------------|--|---------------------------|--|
| Application Fee:        |  | AVS Transaction Fee       |  |
| Monthly Minimum:        |  | Non-Bankcard Per Item Fee |  |
| Monthly Statement Fee:  |  | Gateway Fee               |  |
| Batch Fee:              |  | Recurring Transaction     |  |
| Authorization Fee:      |  | Storage Safe™ Transaction |  |
| Chargeback Fee:         |  | Fraud Score Transaction   |  |
| Retrieval Fee:          |  | Other (specify)           |  |
| Device Software License |  | PCI Fee                   |  |
| Voice Auth Fee:         |  | Other (specify)           |  |

**MERCHANT ACCEPTANCE AND WARRANTIES**

**Merchant Agreement Terms & Conditions: [trxservices.com/terms](http://trxservices.com/terms)**

Merchant acknowledges that Bank will determine all rates, fees and charges. Merchant warrants that the information provided above is true and correct and that Bank is relying on such information in its approval process and in setting the applicable discount rate, approved average ticket and approved monthly volume. By signing the acceptance section below, Merchant principal(s) give(s) consent for Bank to obtain credit bureau report(s) on principal(s) and any other reports/inquiries Bank deems necessary to comply with the Customer Identification Program and Anti-Money Laundering sections of the Bank Secrecy Act of 1970 and the USA PATRIOT Act of 2001 and any other applicable law(s). Merchant certifies that all individual who own, directly or indirectly, 25% or more of the equity interest in the legal entity and an individual with primary responsibility for managing the legal entity on this Application are listed on this Merchant Application and/or on supplemental documents provided to the ISO and Bank. Merchant understands that the Merchant Processing Agreement, consisting of this Merchant Application and the accompanying Terms & Conditions, shall not take effect until Merchant has been approved by Bank and a Merchant Number is issued. By signing below Merchant acknowledges to have received a copy of, and have read and understood the Terms & Conditions (which, together with this Merchant Application, is collectively referred to as the "Merchant Processing Agreement") all of which is incorporated herein and deemed a part hereof by reference, and Merchant unconditionally agrees to be bound by the Terms & Conditions. By signing below, each Merchant principal agrees and affirms to be authorized as an officer, partner, manager or owner to submit this Merchant Application and to bind the Applicant to the aforementioned Merchant Processing Agreement and that a faxed, copied or scanned signature will be considered an original and legally valid. By signing below, Merchant agrees that Bank may run credit periodically, as required, to maintain the merchant account. Important Information about procedures for applying for a merchant account: To assist the government in blocking the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Thus, when applying for a merchant account, Bank will request Merchant for all principal's names, addresses, dates of birth, and other information that will allow us to identify principal(s). Bank may also request a copy of a driver license or other identifying document(s).

The indicated Principal(s) identified in numbers 1 and/or 2 below have the authorization to execute the Merchant Processing Agreement on behalf of the here within named business. **THE UNDERSIGNED ACCEPT THE MERCHANT ACKNOWLEDGEMENTS AND WARRANTIES AND THE ACCOMPANYING TERMS AND CONDITIONS THAT COLLECTIVELY CONSTITUTE THE MERCHANT PROCESSING AGREEMENT:**

**Merchant:**

**Principal 1:** \_\_\_\_\_ **SIGN**

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Principal 2:** \_\_\_\_\_ **SIGN**

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Principal 3:** \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Principal 4:** \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Bank:**  
By: \_\_\_\_\_

**Name / Title:** \_\_\_\_\_

**TRXServices, LLC:**  
By: \_\_\_\_\_

**Name / Title:** \_\_\_\_\_

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

**GUARANTEE**

**PERSONAL GUARANTEE**

As a primary inducement to Bank to enter into this Merchant Processing Agreement, the undersigned Guarantor(s), by signing this Agreement, jointly and severally, unconditionally and irrevocably, personally guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to Bank under this Agreement or any other agreement currently in effect or in the future entered into between Merchant, its principals and Bank, as such agreements now exist or are amended from time to time, with or without notice. Guarantor(s) understands further that Bank may proceed directly against Guarantor(s) without first exhausting their remedies against any other person or entity responsible to it or any security held by Bank or Merchant. This guarantee will not be dis-charged or affected by the death of the undersigned, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor of Bank. Guarantor(s) understand that the inducement to Bank to enter into this Agreement is consideration for the guaranty, and that this guaranty remains in full force and effect even if the Guarantor(s) receive no additional benefit from the guaranty. If merchant is a corporation, then a principal or associate of said corporation must sign as a personal guarantor. **AGREED AND ACCEPTED:**

Guarantor #1: \_\_\_\_\_ Date: \_\_\_\_\_ **SIGN** Guarantor #3: \_\_\_\_\_ Date: \_\_\_\_\_

Guarantor #2: \_\_\_\_\_ Date: \_\_\_\_\_ **SIGN** Guarantor #4: \_\_\_\_\_ Date: \_\_\_\_\_

**SURVEY**

I CERTIFY THAT I PERSONALLY CONDUCTED A SITE INSPECTION OF THE MERCHANT'S BUSINESS LOCATION IDENTIFIED IN THIS APPLICATION AND FOUND IT TO BE IN CONFORMITY WITH THE STATEMENTS ON THIS APPLICATION AND SUITABLY EQUIPPED INCLUDING APPROPRIATE INVENTORY.

INSPECTOR'S SIGNATURE x \_\_\_\_\_ DATE: \_\_\_\_\_

**TERMINAL SETUP**     PURCHASE     CONVERSION

PRICE: \$ \_\_\_\_\_

MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_

COMMUNICATION METHOD:  IP  DIAL  WIRELESS

PIN PAD: \_\_\_\_\_

SERIAL #: \_\_\_\_\_

**PAYMENT GATEWAY**

\_\_\_\_\_

**PAYMENT GATEWAY VERSION**

\_\_\_\_\_

**SETTLEMENT**

TERMINAL BATCH CAPTURE     HYBRID BATCH CAPTURE     HOST BATCH CAPTURE

IF HOST / HYBRID, PLEASE DESIGNATE TIME / TIMEZONE: \_\_\_\_\_ / \_\_\_\_\_

**EQUIPMENT LIST**

| MAKE                        | MODEL   |                          |
|-----------------------------|---------|--------------------------|
| <b>Terminals:</b>           |         |                          |
| Verifone                    | Vx520   | <input type="checkbox"/> |
|                             | Vx 680  | <input type="checkbox"/> |
|                             | Ux 300  | <input type="checkbox"/> |
| <b>Mobile Card Readers:</b> |         |                          |
| MagTek                      | eDynamo | <input type="checkbox"/> |
| <b>PIN Pads:</b>            |         |                          |
| Verifone                    | Vx805   | <input type="checkbox"/> |

**DOCUMENTS**

**FUNDS TRANSFER**

In accordance with the terms set out in the Terms and Conditions, transfer funds will be made to / from the account set forth in the enclosed voided check or bank letter.

**ATTACH  
VOIDED CHECK**

ROUTING NUMBER: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

GOVERNMENT  
ISSUED  
PHOTO ID

**PLEASE ATTACH A VOIDED CHECK AND INCLUDE A COPY OF THE PRINCIPAL(S) DRIVERS LICENSE OR PICTURE ID**

**NOTES**

**SPECIAL INSTRUCTIONS**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# EXHIBIT A

## BENEFICIAL OWNER ADDENDUM

|                 |                                   |                             |
|-----------------|-----------------------------------|-----------------------------|
| <b>MERCHANT</b> | MERCHANT NAME (DBA OR TRADE NAME) | CORPORATE / LEGAL NAME      |
|                 | LOCATION ADDRESS                  | CORPORATE / MAILING ADDRESS |
|                 | CITY / STATE / ZIP                | CITY / STATE / ZIP          |

This Beneficial Ownership Addendum shall be attached to and made a part of the original Merchant Agreement between Bank and the undersigned.

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

By signing below, I attest that I have accurately provided the name, address, date of birth and Social Security Number (SSN) for the following individuals (i.e. the beneficial owners):

- (iii) Each individual, if any, who owns directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); AND
- (iv) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30% equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)).

| BENEFICIAL OWNERS OF THE BUSINESS – SECTION 1 (NO P.O. BOXES)             |                     |                    |                    |               |            |
|---|---------------------|--------------------|--------------------|---------------|------------|
| <b>OWNERS / PARTNERS / OFFICERS</b>                                       | PRINCIPAL #1 NAME   | SSN                | % OWNERSHIP        | DATE OF BIRTH | TITLE      |
|   | RESIDENTIAL ADDRESS |                    | CITY / STATE / ZIP |               | HOME PHONE |
|   | EMAIL               | STATE ISSUED ID    | EXP. DATE          |               | CELL PHONE |
|   | PRINCIPAL #2 NAME   | SSN                | % OWNERSHIP        | DATE OF BIRTH | TITLE      |
| RESIDENTIAL ADDRESS   |                     | CITY / STATE / ZIP |                    | HOME PHONE    |            |
| EMAIL   | STATE ISSUED ID     | EXP. DATE          |                    | CELL PHONE    |            |
| PRINCIPAL #3 NAME   | SSN                 | % OWNERSHIP        | DATE OF BIRTH      | TITLE         |            |
| RESIDENTIAL ADDRESS   |                     | CITY / STATE / ZIP |                    | HOME PHONE    |            |
| EMAIL   | STATE ISSUED ID     | EXP. DATE          |                    | CELL PHONE    |            |
| PRINCIPAL #4 NAME   | SSN                 | % OWNERSHIP        | DATE OF BIRTH      | TITLE         |            |
| RESIDENTIAL ADDRESS   |                     | CITY / STATE / ZIP |                    | HOME PHONE    |            |
| EMAIL   | STATE ISSUED ID     | EXP. DATE          |                    | CELL PHONE    |            |
| MANAGEMENT RESPONSIBILITY / INDIVIDUAL WITH SIGNIFICANT CONTROL-SECTION 2 |                     |                    |                    |               |            |
| ADMINISTRATOR NAME  | SSN                 | % OWNERSHIP        | DATE OF BIRTH      | TITLE         |            |
| RESIDENTIAL ADDRESS   |                     | CITY / STATE / ZIP |                    | HOME PHONE    |            |
| EMAIL   | STATE ISSUED ID     | EXP. DATE          |                    | CELL PHONE    |            |

I hereby certify, to the best of my knowledge, that the information provided on this form is complete and correct for all accounts. It is further agreed that Bank will be immediately notified by the legal entity of any change in such information provided on this form.

Signature: \_\_\_\_\_ SIGN Date: \_\_\_\_\_