

COMPLETE SECTIONS (1-8)

 Check One: ☐ New Merchant ☐ Multiple Location: Loc. _____ of _____ ☐ Additional Outlet: Head Office MID: _____

MasterCard Merchant #: _____ Bus. #: _____

 Loc. _____ of _____ Select Language: ☐ F (French) or ☐ E (English) Attached: ☒ Service Fee Schedule ☐ Credit Addendum

(1) TELL US ABOUT YOUR BUSINESS

Client (Your Business LEGAL Name):		Store #:	First/Last Contact Name:
DBA/Outlet Name		E-Mail Address:	
<input type="checkbox"/> Same as Legal Name or :			
(No P.O. Box) Address:		City:	Prov:
Your Business Phone: (Merchant's Customer Service Phone	
		<input type="checkbox"/> Same as Business Phone or : (
Your Fax Number: (Select One for Retrieval Requests:	
		<input type="checkbox"/> (R) Manual/Attended Fax; mail <input type="checkbox"/> (R) No fax; mail <input type="checkbox"/> (A) Dedicated 24 Hour Fax	
Your Total Cash and Credit Sales: \$ _____, _____, 000	Total Annual Visa Volume: \$ _____, _____, 000	Annual Visa Volume for this Outlet: \$ _____, _____, 000 (For Multiples Only)	
Total Annual Visa/MC Volume: \$ _____, _____, 000	Total Annual Debit Volume: \$ _____, _____, 000	Annual MC Volume for this Outlet: \$ _____, _____, 000 (For Multiples Only)	
	Total Annual MC volume: \$ _____, _____, 000	Average Ticket: \$ _____, _____	

(2) PROVIDE MORE BUSINESS DATA

☐ Sole Ownership ☐ Partnership ☐ Public Corp. ☐ Private Corp. ☐ Charity ☐ Other/Nonprofit Jurisdiction Incorp.: _____ Month/Yr. Started: _____ / _____

MO/TO: ☐ Yes ☐ No (Mail Order/Direct Marketing _____% + Phone Order _____% + Internet _____%) + (Instore _____% or Imprinted _____% + Trade Shows _____%) = 100%

SIC/MCC: _____ Product/Services You Sell: _____ No. of Employees: _____

Sales Deposit Policy (If Applicable) Are customers required to leave a deposit? ☐ Yes ☐ No If yes, the % amount of the deposit required: _____ % Time Frame for Delivery _____ Days

Do you use any third party to store, process or transmit cardholder data? ☐ Yes ☐ No (Examples include, but not limited to web hosting companies, Electronic Data Capture, Loyalty programs)

If yes, give name/address: _____

Please identify any Software used for storing, transmitting, or processing Card Transactions or Authorization Requests: _____

(3) REQUESTED ENTITLEMENTS

ENTITLEMENT REQUESTED:	DEPOSIT ACCOUNT INFORMATION:
<input type="checkbox"/> MasterCard (EDC) _____	Transit #: _____ Current Acct. #: _____ Financial Institution: _____
<input type="checkbox"/> Visa (EDC) _____	Transit #: _____ Current Acct. #: _____ Financial Institution: _____
<input type="checkbox"/> Interac _____	Transit #: _____ Current Acct. #: _____ Financial Institution: _____
<input type="checkbox"/> JCB (EDC) _____	Transit #: _____ Current Acct. #: _____ Financial Institution: _____
<input type="checkbox"/> Amer. Express (EDC) _____	Transit #: _____ Current Acct. #: _____ Financial Institution: _____
(if existing merchant number, please provide number)	
Attach a copy of funding cheque for each account	

(4) DESCRIBE EQUIPMENT DETAILS

Rental • Purchase Customer-Owned Lease (Circle One)	QTY	Equipment Type (i.e. Terminal/ VAR/ Internet)	Business Type: Retail • Restaurant MOTO/Internet • Lodging • Supermarket Car Rental • Petroleum	Unit Price w/o Tax	For Customer-Owned Chip/Version
R P C L			R Re MOTO/I L S C P		
R P C L			R Re MOTO/I L S C P		
R P C L			R Re MOTO/I L S C P		

If PC/Register/Internet Solutions list software: _____ Contact/Fax: _____

Special Instructions: _____

Terminal Language: <input type="checkbox"/> F (French) or <input type="checkbox"/> E (English) Dialing Access: 9 1 Other _____	Imprinter Type: <input type="checkbox"/> Standard <input type="checkbox"/> Portable Qty: _____ \$ _____
<input type="checkbox"/> Rep will Train <input type="checkbox"/> On-site <input type="checkbox"/> By Phone Best Time To Call _____ : _____ am / pm	Plates: <input type="checkbox"/> Yes <input type="checkbox"/> No
Ship Equipment and Welcome Packet to: <input type="checkbox"/> Outlet <input type="checkbox"/> Head Office	

Lease Company: (04) First Data Global Leasing **Lease Term:** _____ Months **Total monthly lease charge:** \$ _____ w/o taxes, (Client's Initials) _____
 late fees, or other charges that may apply — See Lease Agreement for details. This is a non-cancelable lease for the full term indicated. (Client's Initials) _____

(5) PROVIDE YOUR OWNER INFORMATION

First Owner/Partner/Officer Name:		Home Phone:	Social Insurance # (Optional)	D.O.B. (MM/DD/YY)	% of Ownership:
Title:	Home Address:	City:	Prov:	Postal Code:	
Second Owner/Partner/Officer Name:		Home Phone:	Social Insurance # (Optional)	D.O.B. (MM/DD/YY)	% of Ownership:
Title:	Home Address:	City:	Prov:	Postal Code:	

Identification Required: Record 2 pieces of signed valid identification (1 piece must have a photograph) for all individuals who are signing the Application and Merchant Services Agreement. (Identification must be issued by the government of Canada or a Canadian province or territory.)

First Owner: Type and Number _____	Place of Issuance: _____
Type and Number _____	Place of Issuance: _____
Second Owner: Type and Number _____	Place of Issuance: _____
Type and Number _____	Place of Issuance: _____

(6) SERVICE FEE SCHEDULE

DBA Name: _____ (Please Print) Loc. _____ of _____
 Unbundled Billing: ☐ Association/Franchise Billing: ☐ Pass Through Billing: ☐
 Bundled Billing: ☐ (Additional Documentation Required)
 Option #: ☐ 8 (N) ☐ E (G)

Start-Up Fees (One-Time Charge)	Discount Rates (Based On Gross Transaction Volume)	Billed Monthly Fees
MC Application Fee: <input type="checkbox"/> POS: \$ _____ <input type="checkbox"/> MOTO: \$ _____ Visa Application Fee: <input type="checkbox"/> POS: \$ _____ <input type="checkbox"/> MOTO: \$ _____ Internet Gateway: <input type="checkbox"/> POS: \$ _____ <input type="checkbox"/> MOTO: \$ _____ Comments: _____ Other: \$ _____ Type: _____ Imprinter Purchase: \$ _____ On-Site Install/Training \$ _____ Ship-To Install/Training \$ _____ Total \$ _____	MasterCard _____ % + \$ _____ (Per Trans) Visa _____ % + \$ _____ (Per Trans) Debit \$ _____ (Per Trans)	MasterCard POS MOTO Per Chargeback Fee <input type="checkbox"/> \$ _____ <input type="checkbox"/> \$ _____ Minimum Processing Fee <input type="checkbox"/> \$ _____ <input type="checkbox"/> \$ _____ Monthly Membership Fee <input type="checkbox"/> \$ _____ <input type="checkbox"/> \$ _____ Statement Fee <input type="checkbox"/> \$ _____ <input type="checkbox"/> \$ _____ Low-Achiever Fee <input type="checkbox"/> \$ _____ <input type="checkbox"/> \$ _____ Visa POS MOTO Per Chargeback Fee <input type="checkbox"/> \$ _____ <input type="checkbox"/> \$ _____ Minimum Processing Fee <input type="checkbox"/> \$ _____ <input type="checkbox"/> \$ _____ Monthly Membership Fee <input type="checkbox"/> \$ _____ <input type="checkbox"/> \$ _____ Statement Fee <input type="checkbox"/> \$ _____ <input type="checkbox"/> \$ _____ Low-Achiever Fee <input type="checkbox"/> \$ _____ <input type="checkbox"/> \$ _____

Authorization Transaction Fees	Monthly Product Fees
Visa \$ _____ (Per Trans.) MasterCard Voice \$ _____ (Per Trans.) MasterCard \$ _____ (Per Trans.) Visa VRU \$ _____ (Per Trans.) American Express \$ _____ (Per Trans.) Visa Voice \$ _____ (Per Trans.) MasterCard VRU \$ _____ (Per Trans.)	Debit \$ _____ Funds Transfer Fee \$ _____ Service Fee \$ _____ POS Maintenance \$ _____ (Per Terminal) Internet Gateway \$ _____ Other: \$ _____ IVR \$ _____ Type _____

(7) PERSONAL GUARANTEE

In exchange for First Data Loan Company, Canada's purposes, solidarily, performance of the Client's obligations under the Agreement and lease from any affiliate, if applicable, and prompt payment of all sums due thereunder, and in the event of default, hereby waives Notice of Default and agrees to indemnify the other parties for any and all amounts due from Client under Agreement. I understand that this is a Guarantee of payment and not of collection and that CardSolve International, Inc. is relying upon this Guarantee in entering into the Agreement. I understand that the undersigned's obligations under this guarantee are continuing, unconditional and absolute and without limiting the generality of the foregoing shall not be released, discharged, limited or otherwise affected by and the undersigned hereby waives to the greatest extent permitted by law, any act or omission of any person or any other circumstance whatsoever which might constitute a legal or equitable discharge, limitation or reduction of the undersigned's obligations hereunder. The undersigned also waives any benefit of division and discussion. I hereby authorize and consent to CardSolve International, Inc. and/or First Data Loan Company, Canada and/or Home Trust Company obtaining credit, financial and related personal or business information (including a credit information report) about the undersigned from any credit bureau or credit reporting agency in connection with this guarantee to assess my current and ongoing credit worthiness and further consent to the collection, use and disclosure of personal information as described in the "Personal Information" section of the Program Guide and in the Cardsolve "Privacy Principles" document (available by calling 1-800-886-9134).

Signature: (Please sign below)

_____, an individual _____, an individual

CS11003

(8) ADDITIONAL INFORMATION

CSIFee1003

In the event that Client terminates this Processing Agreement, as defined below, within one (1) year from the date of approval by CardSolve International, Inc., Client will be charged a three hundred and fifty dollar (\$350.00) fee, per Client location, for such early termination. Client's obligation with respect to the Monthly Minimum Processing Fee will end simultaneously with CardSolve International, Inc.'s receipt of said three hundred and fifty dollar (\$350.00) Termination Fee. In the event that Client terminates this Processing Agreement subsequent to the one (1) year period referenced above, but prior to the end of the three (3) year term of this Processing Agreement, Client will be charged one hundred and seventy-five dollar (\$175.00) fee per Client location, or an amount equal to Client's Monthly Minimum Processing Fee multiplied by the remaining months left in the term of the Processing Agreement, whichever is less.

In the event that this Processing Agreement is terminated because, in the sole determination of Home Trust Company/CardSolve International Inc., fraud has occurred, Client will be charged a cancellation fee of five hundred dollars (\$500.00) and a security review fee of six hundred dollars (\$600.00) per Client location.

In the event that Client's account is referred for collection, a fifty dollar (\$50.00) precollection fee and a one hundred dollar (\$100.00) collections handling fee will be charged. For collections of less than fifty dollars (\$50.00), Client will be charged 15% of the actual amount in collection.

The statements made in this Merchant Processing Application ("MPA") are true. Client acknowledges having received and read a copy of the Program Guide/Confirmation Page, and MPA (consisting of Sections 1-8), all of which constitute the Processing Agreement, as modified from time to time in accordance with the provisions of this Agreement, and agrees to be bound by all provisions printed therein as well as the terms and conditions of this MPA. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your MPA is approved based upon contrary information stated in the Provide More Business Data section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the Equipment Lease Agreement appearing as Exhibit A of the Program Guide, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement. If the Entitlements Request and Fee Schedule section of this MPA indicates a referral for American Express®, the Client agrees to have a CardSolve representative contact them in order to complete the appropriate applications. It is our policy to obtain certain information in order to verify your identity while processing your MPA.

Each person signing below consents to First Data Loan Company, Canada and/or CardSolve International, Inc., and/or Home Trust Company obtaining credit, financial and related personal or business information (including a credit information report) about the undersigned from any credit bureau or credit reporting agency in connection with this application, and further consents to the collection, use and disclosure of personal information as described in the "Personal Information" section of the Program Guide.

The parties hereby confirm their express wish that this Processing Agreement and any documents and notices related thereto be drawn up in English. Par les présentes, les parties confirment qu'elles souhaitent expressément que cette convention et tous les documents et avis connexe soient rédigés en anglais; elles s'en déclarent satisfaites sans préjudice, toutefois, à tout document ou avis qui pourrait, de temps à autre, être rédigé à la fois en français et en anglais.

Signature of Client's Business Principal: (Please sign below)

Please Print Name of Signer

Title

Date: MM/DD/YY

Please Print Name of Signer

Title

Date: MM/DD/YY

For Internal Use Only for Third-Party Setup: Network: _____ # of Terminals: _____ MID#: _____ TID #: _____ Download #: _____

Bank Copy - White • Sales Representative Copy - Yellow • Merchant Copy - Pink

Merchant #: _____

Agent #: _____ Agent Name: _____

DBA Name: (26 characters)

Sales Support ID: _____ Sales Rep Name: (Print) _____

Sales Rep Signature: _____ Rep #: _____

☐ Visit Not Required (Lic. Professional)

- 1. Zone:** ☐ Business District ☐ Industrial ☐ Residential

2. Location: ☐ Mall ☐ Shopping Area ☐ Isolated
☐ Office ☐ Apartment ☐ Home
☐ Other: _____

3. Seasonal: ☐ No ☐ Yes, Months in Operation: _____
Months Open Between _____ to _____

4. External Facility Description (# of Levels/Floors):
☐ 1 ☐ 2-4 ☐ 5-10 ☐ 11 plus

5. Merchant Occupies: ☐ Ground Floor ☐ Other: _____

6. Remaining Floor(s) Occupied by:
- ☐ Residential ☐ Commercial ☐ Combination

- 7. Advertising Name Displayed:**

- ☐
- Window
- ☐
- Door
- ☐
- Storefront

- 8. Approximate Square Footage:**

- ☐
- 0-250
- ☐
- 251-500
- ☐
- 501-2,000
- ☐
- 2,001 plus

9. # of Registers: _____

- 10. Do You Have a Refund Policy for Your Credit Card Sales?** ☐ Yes ☐ No

If yes, check one:

- ☐
- Exchange**
- ☐
- Store Credit**
- ☐
- Credit**

If credit, within how many days do you submit credit transactions?

- ☐
- 0-3
- ☐
- 4-7
- ☐
- 8-14
- ☐
- Over 14 days

- 11. Proper License Visible (Liquor, Tax ID, etc.):**

- ☐ Yes ☐ No, explain: _____

- 12. Your Previous Credit Card Processor(s):**

- 13. Your Previous Credit Card Merchant Number(s):**

- 14. Check Reason for Changing:**

- ☐
- Rate
- ☐
- Service
- ☐
- Terminated

- ☐
- Other:**
- _____

15. Do You Have Previous Processor Statements? ☐ Yes ☐ No

Comments to Credit Officer: _____

Your Head Office/Bill To Name: _____

Address: **City:** **Prov.:** **Postal Code:**

Your Business Phone: (_____) _____ **Contact Name:** _____

Bank Name:	Contact Name:	City:	Prov:	Postal Code:
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Phone Number: _____ Other Depository/Savings Accts: _____ Account Opened Date: _____ Average Balance: _____

Borrower: ☐ Yes ☐ No Total Loan/Credit Facility Amount: Total Other Business/Personal Account Balance:

Fund: ☐ Outlet ☐ Head Office Terminal Provider:

Transit # _____ Current Account #: _____

(ATTACH A COPY OF FUNDING CHEQUE ON SEPARATE PAGE OR PROVIDE BANK LETTERHEAD/LOGO WITH TYPED TRANSIT #/CURRENT ACCOUNT # SIGNED BY A BANK OFFICER)

CS1003

MasterCard/Visa Acquirer Name: _____ MasterCard/Visa Acquirer Fax: _____

MasterCard/Visa Acquirer Contact: _____ Est. MasterCard/Visa Volume: \$ _____

MasterCard/Visa Acquirer Address: _____ MasterCard/Visa Terminal ID: _____

MasterCard/Visa Acquirer E-Mail: _____ Terminal Vendor: _____

MasterCard/Visa Acquirer Phone: _____ Equipment Type: _____

Please read the Merchant Services' Program Guide in its entirety. It describes the terms under which we will provide merchant processing services to you. From time to time you may have questions regarding the contents of your agreement with us. The following information summarizes portions of your Merchant Agreement in order to assist you in answering some of the questions we are most commonly asked. The following also points out important provisions in the Merchant Agreement that should be brought to your attention.

1. Your discount rates are assessed on transactions that qualify for certain reduced interchange rates imposed by MasterCard and Visa. Any transactions that fail to qualify for these reduced rates may be charged an additional fee (refer to the General Terms, Section 5).
2. We may debit your current account from time to time for amounts owed to us under the Merchant Agreement.
3. There are many reasons why a Chargeback may occur. When they occur we will debit your settlement funds or Current Account. For a more detailed discussion regarding Chargebacks, see Exhibit B, Section 10.
4. If you dispute any charge or funding, you must notify us within 45 days of the date of the statement where the charge or funding appears or should have appeared.
5. The Merchant Agreement limits our liability to you. For a detailed description of the limitation of liability, refer to the General Terms, Section 7.
6. We have assumed certain risks by agreeing to provide you with Card processing. Accordingly, we may take certain actions to mitigate our risk, including termination of the Merchant Agreement, and/or hold monies otherwise payable to you (see General Terms, Section 10, Term; Events of Default and Section 11, Reserve Account; Security Interest), under certain circumstances.
7. By executing this Merchant Agreement with us you are authorizing us to obtain financial and credit information regarding your business and the signer and guarantors of the Merchant Agreement throughout the term of the Merchant Agreement.
8. The Merchant Agreement contains a provision that in the event you terminate the Merchant Agreement early, you will be responsible for the payment of an early termination fee as set forth in the General Terms, Section 18.2 under "Additional Important Information."
9. If you have selected in your MPA to lease equipment from Processor, it is important that you review Exhibit A, Equipment Lease Agreement. By signing this Confirmation Page below, you are acknowledging that you have read the Equipment Lease Agreement and agree to the terms and conditions. The execution of this Confirmation Page below by you will serve as the signature page to the Equipment Lease Agreement. The Equipment Lease Agreement also contains an authorization (the "Authorization") for First Data Global Leasing to make pre-authorized debits to your Current Account. We draw to your attention that in the Authorization you waive your right to receive any notice from First Data Global Leasing or any other person of the amount to be debited and the dates on which such debits are to be processed.
10. This Merchant Agreement provides an authorization (the "PAD Authorization") for us to make pre-authorized debits to your Current Account which is contained in Section 18 and, if applicable in Exhibit A pursuant to the Equipment Lease Agreement. Specifically we draw to your attention that, in the PAD Authorization you waive the right to receive any notice from Cardsolve or any other person of the amount to be debited and the dates on which such debits are to be processed. By executing below, you confirm you have reviewed and understand this part of the PAD Authorization.
11. For Clients in the Province of Quebec, by executing this Confirmation Page, you acknowledge that all of the terms of the Merchant Agreement have been reviewed by you and brought to your attention, including, the hypothecs contained in Section 11.4 and in Section 15.7.

12. Association Disclosure

Visa Member Financial Institution's Information: Home Trust Company

The Financial Institution's mailing address is 145 King Street West, Suite 2300, Toronto, Ontario M5H 1J8, and its phone number is: 1-877-903-2133 ext. 6632.

MasterCard Financial Institution's Information: First Data Loan Company, Canada

The Financial Institution's mailing address is 2630 Skymark Avenue, Suite 500, Mississauga, Ontario, L4W 5A4, and its phone number is: 1-800-886-9134.

Important Member Financial Institution Responsibilities:

- a. The Financial Institution is the only entity approved to extend acceptance of Association products directly to a Merchant.
- b. The Financial Institution must be a principal (signer) to the Merchant Agreement.
- c. The Financial Institution is responsible for educating Merchants on pertinent Association Rules with which Merchants must comply; but this information may be provided to you by Processor.
- d. The Financial Institution is responsible for and must provide settlement funds to the Merchant.
- e. The Financial Institution is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities:

- a. Ensure compliance with cardholder data security and storage requirements.
- b. Maintain fraud and chargebacks below Association thresholds.
- c. Review and understand the terms of the Merchant Agreement.
- d. Comply with Association Rules.

Print Client's Business Legal Name: _____

By its signature below, Client acknowledges that it has received the complete Program Guide (Version CSI1003) consisting of 34 pages (including this confirmation), and any Schedules, Exhibits and Annexes thereto, incorporated into the Merchant Agreement, and Client agrees to comply with and be bound by all the terms set forth therein.

Client further acknowledges reading and agreeing to all terms in the Program Guide, which shall be incorporated into Client's Merchant Agreement.

Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's MPA for merchant processing services will be reviewed and processed. Client understands that its application is subject to approval by us.

Client's Business Principal:

Signature (Please sign below):

_____ Title

_____ Date

Please Print Name of Signer

Home Trust Company:

Signature (Please sign below):

CardSolve International, Inc.

Signature (Please sign below):

X _____

X _____



INVOICE

Invoice Date:

Sold To:

Description:

Total Amount

Merchant Account Activation Fee

Total Amount Due:

Invoice Due Date:

Upon Approval

We apply a charge of 1.5% per month (18% annually) to payments received after due date

Name As it Appears on the Card:

Card Number:

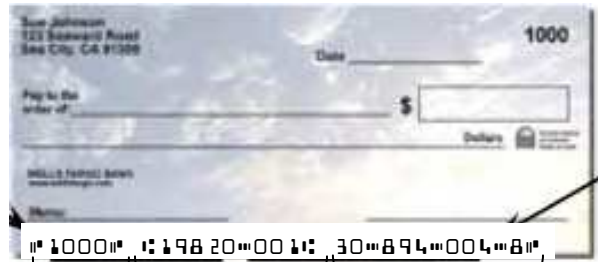
Card Code (last three digits above signature on the back of card):

Expiration Date (Month and Year):

CardSolve - World Payment Services of Canada, Inc.
2345 Yonge Street, Suite 300 Toronto, Ontario M4P 2E5
Toll Free: 1-888-720-5556 Fax: 1-888-633-3891

Please Attach a Void Cheque

Name Typed on the top of the cheque:	
Is this a Business or Personal Account:	
Routing Number:	
Account Number:	



Cheque # Routing # Account #