



Merchant Processing Agreement

ISG Number	Representative Name	Representative Number	Authorization Platform
Referral Partner Number	Referral Partner Name		

1. Business Information

Doing Business As (DBA) Name	Telephone Number	Fax Number	
Business Street Address (No PO Boxes)	City	State	ZIP Code
Merchant Website (URL)	Type of Products/Services Sold	Years of Operation	
Legal Business Name (if different from above)	Taxpayer Identification Number	Contact Email Address	
Billing Street Address (if different from above)	City	State	ZIP Code
Organizational Structure: ☐ Corporation ☐ LLC ☐ Sole Proprietor ☐ 501C ☐ Partnership ☐ Government/Municipality			
All billing and summary statements are available electronically through our Payroc portal at https://insights.payroc.com/			

2. Payment Processing & Sales

Are you a seasonal business? ☐ Yes ☐ No	Average Transaction Amount	Highest Transaction Amount								
If yes, what are the months of operation of your business?	Average Monthly Volume	Highest Monthly Volume								
☐ JAN ☐ FEB ☐ MAR ☐ APR ☐ MAY ☐ JUN										
☐ JUL ☐ AUG ☐ SEP ☐ OCT ☐ NOV ☐ DEC	<table><tr><td>EMV/Card Present Swiped</td><td>Telephone Order</td><td>eCommerce</td><td>*Must equal</td></tr><tr><td> %</td><td>+ %</td><td>+ %</td><td>= 100 %</td></tr></table>		EMV/Card Present Swiped	Telephone Order	eCommerce	*Must equal	%	+ %	+ %	= 100 %
EMV/Card Present Swiped	Telephone Order	eCommerce	*Must equal							
%	+ %	+ %	= 100 %							

3. Beneficial Owner / Officer / Principal - *Government / Municipality Contact Info to be entered here*

Control Owner / Officer / Principal *Must include all principals owning 25% or greater of entity and at least one individual who significantly controls the legal entity, if any.

First Name	Last Name	Date of Birth	SSN	Ownership % *
Home Street Address	City	State	Zip Code	
Email Address	Business Phone Number	Mobile Number		

Beneficial Owner / Officer / Principal

First Name	Last Name	Date of Birth	SSN	Ownership % ⁽¹⁾
Home Street Address	City	State	Zip Code	
Email Address	Business Phone Number	Mobile Number		

(1) If additional owner / beneficiary disclosure is required please use Additional Owner Addendum.

Merchant Processing Agreement

www.payroc.com 888.477.4510

4. ACH Information & Funding Choices

Name on Bank Account	Transit (ABA Routing) Number	Account Number (Credits & Debits)
Name on Bank Account (Debits only, if applicable)	Transit (ABA Routing) Number (Debits only)	Account Number (Debits only)

Funding Choices: ☐ Standard - included in batch fee ☐ Next Day Funding Per Month ☐ Same Day Money Express⁽²⁾ Per Month

Daily Discount: ☐ Yes⁽³⁾

(2) 4 a.m. Cut-off CST / CDT

(3) Only applicable to certain pricing programs that do not already utilize a function of daily discount. Fees able to be deducted daily are from from Merchant Settlement with any other fees not deducted daily billed at the end of the month. If no selection made, all fees will be set to monthly billing

Please refer to Funding Terms and Conditions in the Terms and Conditions for more detail regarding funding options

5. Payment Card Acceptance

Standard Card Acceptance

☐  Visa Cards ☐  MasterCard Cards ☐  Discover Cards ☐  American Express OptBlue

☐  Debit Cards ONLY ☐ HSA / FSA *You may select any card type in accordance with Card Networks Operating Regulations

Specialty Card Acceptance

American Express (retained/ESA)⁽⁴⁾ Existing AMEX Merchant Number Per Transaction 	Electronic Benefits Transfer (EBT)⁽⁴⁾ FNS Number Per Transaction 	PIN-based Debit Pricing⁽⁴⁾ Per Transaction Additional Discount (%) Debit Monthly Access 	Specialty Cards⁽⁴⁾ Existing WEX Merchant Number Existing Voyager MID Existing Fleet MID Specialty Cards Per Transaction
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(4) PIN-Based Debit Pricing only available when Interchange Plus pricing option is chosen below and when per transaction fee is populated.

6. Rates & Fees *Only one pricing option available per application

☐ **Interchange Plus⁽⁵⁾**
☐ **Interchange++**
If Interchange++ is selected, only Qualified, Mid Qualified and Non Qualified rates should be completed.
☐ **Tiered⁽⁷⁾**
☐ **Flat Rate^{(7) (8)}**

Regulated Check Card

Unregulated Check Card

Qualified Rate

Mid Qualified Rate

Non Qualified Rate

Premium Rate

Interchange Plus

Flat Rate

Visa/Mastercard/Discover		American Express OptBlue	
Processor Assessment % on \$ Volume	Per Transaction ⁽⁶⁾	Processor Assessment % on \$ Volume	Per Transaction ⁽⁶⁾
%	\$		
%	\$		
%	\$	%	\$
%	\$	%	\$
%	\$	%	\$
%	\$		
%	\$	%	\$
%	\$	Applies to all card types	

(5) In addition to amounts set forth above You agree to pay Interchange, Card Network Fees and other fees, as set forth in Section 11 of and defined in the Terms and Conditions. Card Network Fees are listed in the Card Network Fees Addendum to the Terms and Conditions at <https://payroc.com/legal/merchant-terms-conditions>, or can be obtained by contacting Processor at 1-888-477-4510. Enhanced Interchange Service is only available with this pricing option.

(6) Per transaction fees will be applied to all transactions including an authorization, authorization only and decline.

(7) For Tiered and Flat Rate pricing options generally most Card Network Fees are included as set forth above, except, You agree to pay Additional Pass-Thru Fees as set forth in section 11A of the Terms and Conditions.

(8) Use of any third-party software that is not compliant with the Operating Regulations (including any non-compliant surcharging software) is strictly prohibited. For further details see Section 8M of the Terms and Conditions.

☐ **RewardPay Choice**
Monthly Subscription
\$ _____

RewardPay Signature Debit / Prepaid Cards Only ⁽⁹⁾
Choose an Option:
☐ Interchange Plus: _____ % on debit/prepaid dollar volume + \$ _____ per debit/prepaid transaction
☐ Flat Rate: _____ % on debit/prepaid dollar volume + \$ _____ per debit/prepaid transaction

RewardPay Credit Card Fees ⁽¹⁰⁾

_____ % charged to cardholder at point of sale on credit card dollar volume processed
☐ No Tips ☐ Prompt For Tip ☐ Tip Adjust

_____ % charged to merchant on credit card dollar volume processed + \$ _____ per credit transaction

(9) For Interchange Plus, In addition to amounts set forth above You agree to pay Interchange, Card Network Fees and other fees, as set forth in Section 11 of and defined in the Terms and Conditions. Card Network Fees are listed in the Card Network Fees Addendum to the Terms and Conditions at <https://payroc.com/legal/merchant-terms-conditions>, or can be obtained by contacting Processor at 1-888-477-4510. Enhanced Interchange Service is only available with this pricing option.

(10) Cardholder Credit Card charges are deducted daily from Merchant Settlement; RewardPay Program is compliant with Card Network Surcharge rules and Merchant hereby authorizes Processor or Bank to register Merchant as required by the Card Networks. Most Card Network Fees are included in the Rates and Fees as set forth above, except You agree to pay Additional Pass-Thru Fees as set forth in section 11A of the Terms and Conditions. Per transaction fee will be applied to all transactions including an authorization, authorization only, and decline. All Other fees charged at month end.

☐ **Consumer Choice ⁽¹¹⁾**
Monthly Subscription
\$ _____

Merchant authorized % on volume processed on non-cash transactions

(11) Although most Card Network Fees are included in the Rates and Fees as set forth above, You agree to pay Additional Pass-Thru Fees as set forth in section 11A of the Terms and Conditions.

☐ **Service Fee**

Service fee includes InterChange and Card Network Fees and other fees as set forth in Section 11 of terms and conditions

A service fee of _____ % (\$ _____ minimum) will be assessed to the Cardholder on each transaction.

American Express OptBlue
By signing below Merchant agrees to accept American Express Transaction Cards (as defined in the Agreement) pursuant to Processor's Direct Settlement Program (the "Processor Amex Program"). Merchant hereby agrees with Processor to be bound by the terms and conditions of Processor Amex Program, which shall include this Agreement, the Terms and Conditions incorporated by reference in this Agreement, the Terms and Conditions for American Express OptBlue, in connection with accepting American Express Transaction Cards. Merchant acknowledges that this agreement regarding the Processor Amex Program is between Processor and Merchant. By checking the box below, Merchant opts out of receiving future commercial marketing communications from American Express. Note that you may continue to receive marketing communications while American Express updates its records to reflect your choice. Opting out of commercial marketing communications will not preclude you from receiving important transactional or relationship messages from American Express.

Name

Title

Date

Sign Here

☐ I choose to opt out of receiving future commercial marketing communications from American Express

Payroc is a registered Merchant Service Provider (MSP) and Independent Sales Organization (ISO) of Fifth Third Bank, N.A., Cincinnati, OH

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☐ **Account Updater⁽¹²⁾**
Setup (one-time)

Monthly

Per Update

(12) The Account Updater Amendment is required in order to complete setup

☐ **Mobile Processing**
Setup (one time)

Per User

Network Monthly

Per Transaction

☐ **Enhanced Interchange Service**
Enrollment Fee (one time)

EIS Credit Percentage to Merchant

Local Tax Rate⁽¹³⁾

(13) Refer to section 11L of the terms and conditions for details that specify 1.) the monthly calculation of the Enhanced Interchange Service - credit, and, 2.) if the local tax rate is left blank, Merchant authorizes Processor to input the current tax rate from commercially available tax lookup tables using the Merchant's Business Information zip code.

☐ **Wireless Processing**
Setup (one-time)

Per Transaction

Network Monthly Access

☐ **Software Integration**
Software Name

Installation, License, Activation (one-time)

Monthly Usage

Per Transaction

Additional User License Fee

Additional Location Fee

☐ **Gateway**
Gateway Name

Set up (one-time)

Gateway Monthly

Per Transaction

Per Device Monthly

Address Verification (AVS) Per Occurrence

Annual Fee

Bill in ☐ June ☐ December

Regulatory Assistance Program⁽¹⁴⁾

Monthly PCI Non Compliance⁽¹⁵⁾

Chargeback Per Occurrence

Batch Fee Per Occurrence

Early Termination Fee⁽¹⁶⁾

Platinum Security/PCI⁽¹⁷⁾
☐ \$12.95 Monthly ☐ \$155.40 Annually
Monthly Maintenance

Monthly Minimum

Voice Authorization Per Occurrence

(14) Billed annually in March to merchants boarded prior to December 1st of the previous year.
(15) Billed monthly beginning on the 3rd month after the merchant's approval date.
(16) Early Termination: Refer to Section 16E(iv) of the Terms and Conditions. This fee will not be charged if you terminate within 60 days after notice of any increases in the Rates & Fees other than an increase that passes through to you as an increase in interchange, assessments, or other fees charged by the Card Networks.
(17) PCI Compliance: Refer to Section 3I of the Terms and Conditions.

Merchant Acceptance

The undersigned represents and warrants to Processor and Bank that all of the terms and conditions of this Merchant Processing Agreement consisting of this entire document in addition to any other documentation or addendum has been received and reviewed in its entirety, is true and correct, and sets forth the Agreement between Processor, Bank and MERCHANT. Also, the undersigned authorizes Processor and Bank (and their representatives) to investigate the credit of each person listed on the Agreement and represents that the undersigned has the authority to provide information and execute this Agreement with Processor and Bank. Processor and Bank shall accept this Agreement at its offices following underwriting and approval, by the assignment to MERCHANT of a merchant processing identification number. As per Sections 7, 9 and 10 and 11 of the Terms and Conditions, by signing the Agreement you hereby authorize Processor and Bank (and its vendors and agents), using the ACH system or other electronic means, to initiate such credit and debit entries to the settlement account (or at any other account maintained by you at any institution that is a receiving member of ACH) all in accordance with this Agreement. This authorization is to remain in effect until such time as all of your obligations to Processor and Bank have been paid in full.

HARDWARE ADVANTAGE PLAN:
Equipment replacement for purchased or leased devices: Standalone terminals \$9 for each device. Clover Flex and Clover Mini equipment \$19 for each device, Clover Solo and Duo \$29 for each bundle, Clover peripherals \$9 for each device (some exclusions apply). Amounts billed monthly; refer to Section 11F of terms and conditions for additional details.

IMPORTANT MEMBER BANK RESPONSIBILITIES:
Member Bank: Fifth Third Bank (see Section 20L of the Terms and Conditions for contact information)
1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant. 2. A Visa Member must be a principal to the Merchant Agreement. 3. The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply. 4. The Visa Member is responsible for and must provide settlement funds to the Merchant. 5. The Visa Member is responsible for all funds held in reserve that are derived from settlement.

IMPORTANT MERCHANT RESPONSIBILITIES:
1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain fraud and chargeback below thresholds. 3. Review and understand the terms of the Merchant Agreement. 4. Comply with 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.

Please initial to confirm that you have received a copy of the Terms and Conditions, PreAuthorized Healthcare Addendum (if applicable), and that you consent to receiving electronic 1099-K forms as provided for in Section H(ii). (Terms and Conditions)

Initial Here

*Processor delivers the Terms and Conditions in your Welcome Kit, which is sent to you via email; the Terms and Conditions are also available at <https://insights.payroc.com/>.

Name

Title

Date

Sign Here

☐ I choose to opt out of the Hardware Advantage Plan

Personal Guaranty

The undersigned guarantees to Processor and Bank the performance of this Agreement and any addendum or amendment thereto, including payment of all sums due and any attorneys fees and costs associated with enforcement of the terms thereof. Neither Processor nor Bank shall be required to first proceed against Merchant or enforce any other remedy before proceeding against the undersigned. This is a continuing guarantee and shall not be discharged or affected by death of the undersigned and shall bind the heirs, administrators, representatives, and assigns and may be enforced by or for the benefit of any successor processor. The term of this guarantee shall be for the duration of the Agreement and any addendum thereto and shall guarantee all obligations which may arise or occur during the term thereof though enforcement shall be sought subsequent to any termination. This guaranty is subject to, and incorporates herein, the Arbitration provisions set forth in Section 19 of the Terms and Conditions and the miscellaneous provisions, including governing law and venue, set forth in Section 20 of the Terms and Conditions.

Sign Here

Name

Date



Payroc ACH Merchant Processing Agreement

By completing the information requested and signing below Merchant has elected to received ACH Check Processing Services from Processor and DCS Holdings Group, LLC d/b/a Payroc ACH ("DCS") and agrees to be bound by the terms and conditions of the ACH Services Program as set forth below and in the Terms and conditions.

1. Merchant Information

Merchant Name	MID	Federal Tax ID #	National American Industrial Classification Code (NAICS)
Has the business or its principal(s) ever been terminated for electronic check processing?			☐ Yes ☐ No
Do you have a written refund policy? If yes, please attach a copy or provide URL _____			☐ Yes ☐ No

2. Activity Monitoring Information

Single Transaction Limit	Daily Deposit Limit	Estimated Monthly Transactions	Monthly Deposit Limit
Maximum dollar amount allowed for a single debit or credit transaction	Maximum dollar amount of total transactions allowed per day	Highest number of items processed during the month	Maximum dollar amount of total transactions allowed per month

3. Pricing

ACH per transaction	Unauthorized Return	Account Verification for WEB
		\$0.10
Batch Fee	Statement Fee	ACH Discount % Rate/Transfer < \$10,000
Returns	Monthly Minimum	ACH Discount % Rate/Transfer ≥ \$10,000

4. Transaction Types (select all which apply)

☐ PPD - Prearranged Payment

☐ CCD - Corp. Cash Disbursement

☐ TEL - Telephone Initiated Payment

☐ WEB - Web Initiated Payment

☐ Other _____

5. Merchant Acceptance

1.

Merchant represents and warrants to DCS and Payroc that all the terms and conditions of this Agreement (consisting of this entire document, the Terms and Conditions for Payroc ACH, and any amendments thereto) have been received and reviewed by Merchant in their entirety, are true and correct, and set forth the entire Agreement between DCS and Merchant. Merchant further agrees to accept electronic notification of any changes to the Terms and Conditions for Payroc ACH.
2.

Merchant authorizes DCS to investigate the credit and obtain additional information from lawful sources of each person listed in the Merchant Processing Agreement and any Additional Owner Addendum. Merchant authorizes Payroc to share with DCS all materials and/or information used by Payroc to underwrite and/or approve Merchant in connection with the Payroc MPA. The undersigned represents that she/he has the authority to provide information and execute this Agreement with DCS.
3.

Following underwriting and approval, DCS will accept this Agreement by filling out the Reserve Amount and Hold Days as appropriate and by providing the Payroc ACH service to Merchant. Merchant will indicate its agreement to the Reserve Amount and/or Hold Days by submitting the first transaction for ACH/check processing.
4.

Merchant hereby authorizes DCS, to initiate Automated Clearing House (ACH) credit and or debit entries to the bank account(s) indicated in the ACH Information & Funding Choices section of Payroc MPA at the depository financial institution named and to credit and or debit the same to such account. Merchant acknowledges that the origination of ACH transactions to Merchant's account must comply with the provisions of U.S. law. Further, all ACH credits and or debits must be for services or goods provided in accordance with the agreements Merchant has with DCS. Subsequent credits and/or debits will be executed within three days of notification after the generation of a new invoice. This authorization is to remain in full force and effect until DCS has received notification from Merchant in writing or in person of Merchant's desire to terminate this authorization. Merchant agrees to give such notice 30 days prior to the next scheduled draft to allow DCS a reasonable opportunity to act on it. This service may not be shared. By completing this form and signing below, Merchant agrees that it has read and understands this Agreement and has received a copy of this document for its records.

Merchant Signature		Title		Date	
Sign Here					

Personal Guaranty

The undersigned guarantees to DCS Holdings Group, LLC dba Payroc ACH the performance of all obligations under this Addendum, the Terms and Conditions, and any other addenda or amendments, including payment of all sums due and owing and costs associated with the enforcement of the terms thereof. DCS shall not be required to first proceed against the Merchant or enforce any other remedy before proceeding against the undersigned individual. This is a continuing guarantee and shall not be discharged or affected by the death of the undersigned and shall bind the heirs, administrators, representatives and assigns and be enforced by or for the benefit of any successor of DCS. The term of this guarantee shall be for the duration of this Addendum (including any period of time during which any rights or obligations survive termination of the Addendum) and shall guarantee all obligations which may arise in connection with my activities during the term thereof though enforcement shall be sought subsequent to any termination. This guaranty is subject to, and incorporates herein, the Arbitration provisions set forth in paragraph 7 of the Section entitled Other of the Terms and Conditions for Payroc ACH and the miscellaneous provisions, including governing law and venue, set forth paragraph 9 of the Section entitled Other of the Terms and Conditions for Payroc ACH.

Sign Here		Name		SSN		Date	
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Merchant Name: _____ MID #: _____

Teletrain: ☐ PROCESSOR ☐ AGENT

Terminal Set Up Information

☐ Ship ☐ VAR ☐ Reprogram Quantity _____ Terminal Type: _____ ☐ Integrated ☐ Stand Alone ☐ Cloud	
☐ Ship ☐ VAR ☐ Reprogram Quantity _____ Terminal Type _____ ☐ Integrated ☐ Stand Alone ☐ Cloud	
Pin Debit: ☐ Yes ☐ No Pin Pad: ☐ Internal ☐ External Quantity _____ Pin Pad Type: _____	☐ Ship equipment to Merchant DBA Address (Otherwise provide shipping info below) Name _____ Phone _____
Connection Type: ☐ Dial-Up ☐ Ethernet ☐ 4G/LTE ☐ WiFi	Street _____
EBT: ☐ Yes ☐ No FNS# _____	City State Zip _____
Application Type: ☐ No Tip ☐ Tip Line/Adjustment ☐ Fuel ☐ Prompt for Tip ☐ Quick Pay/QSR	Retail / Moto: ☐ Invoice # Prompt ☐ Multi Merchant _____ Parent MID#
Payment Terms: ☐ Sale ☐ Lease ☐ Rental Choose the payment method: ☐ ACH Merchant ☐ ACH ISG ☐ Residual Payment ISG	Restaurant: ☐ Servers _____ Number of Servers ☐ Split Payment ☐ Suggested Tip _____ % _____ % _____ %
Auto-Close++ ☐ Time _____	Choice Program: _____ Percentage _____ % ☐ RewardPay Choice
Receipt Footer: _____	Consumer Choice: ☐ Cash Price Entry ☐ Card Price Entry

VAR / GATEWAY / POS SETUP INFORMATION

VAR Setup: _____ Quantity _____ PC/Internet Software Name _____ Version# _____ Gateway/Middleware Name (if Applicable) _____ Version# _____ Direct Reseller Contact Name _____ Phone # _____	Gateway Setup - Virtual Terminal Only Will the cards be present? ☐ Yes ☐ No Recurring Billing? ☐ Yes ☐ No Card Reader Type _____ Merchant Email: _____
Gateway Type: ☐ Payroc ☐ Auth.net ☐ VAR only ☐ Other _____	Gateway Functions: ☐ Virtual Terminal ☐ Traditional eCom / Shopping Cart ☐ Hosted Payment Page ☐ Digital invoice / PayByLink
CARD SERVICES Primary User Email _____ User Type: Admin Mobile # _____ Carrier _____ Additional Users: Email _____ User Type: Admin/Member Email _____ User Type: Admin/Member ☐ Customer Vault ☐ Level 2/3 ☐ Tax Rate _____ % ☐ Recurring Billing ☐ Mobile ☐ Auto settle time: _____	ACH SERVICES Primary User Email _____ User Type: Admin Mobile # _____ Carrier _____ Additional Users: Email _____ User Type: Admin/Member Email _____ User Type: Admin/Member
User Comments: _____	System Comments: _____

REPRESENTATIVE VERIFICATION

I certify the information in this Agreement is true and correct to the best of my knowledge and is as represented by the Merchant:

Sign Here

REPRESENTATIVE VERIFICATION

Name

Title