



## MERCHANT APPLICATION AND AGREEMENT

5429 Lyndon B Johnson FWY, Suite 725, Dallas, TX 75240, (888) 707-7258

AGENT OFFICE / SALES REP NAME: \_\_\_\_\_

### BANK DISCLOSURE AND ACKNOWLEDGEMENT

#### DEFINITIONS:

"Bank" means Wells Fargo, N.A., located at P.O. Box 6079, Concord CA 94524 – Phone (844) 284-6834

"Merchant" means the entity completing this Merchant Application and approved for processing by Bank, NTI, and Finical Holdings LLC (Each "ISO") under a Merchant Agreement.

"Merchant Agreement" means this Merchant Application once approved and accepted by Bank, together with the Terms and Conditions.

"Merchant Application" or "Application" means this Merchant Application between Bank, NTI, Finical Holdings LLC (Each "ISO") and Merchant.

"NTI" means Nuvei Technologies Inc.

"Terms and Conditions" means the terms and conditions of the Merchant Agreement accessible at: <https://www.finicalholdings.com/WM2M082022>.

**Merchant Services Provider: NTI, located at 1375 N Scottsdale Rd Suite 400, Scottsdale, AZ 85257 – Phone (877) 462-7486**

#### Important Bank Responsibilities:

1. Bank is the only entity approved to extend acceptance of Card Brand products directly to a Merchant.
2. Bank must be a principal (signer) to the Merchant Agreement.
3. Bank is responsible for and must provide settlement funds to the Merchant.
4. Bank is responsible for educating Merchants on pertinent Visa and Mastercard Rules with which Merchants must comply; but this information may be provided to Merchant by the Merchant Services Provider.
5. Bank is responsible for all funds held in reserve.

#### Important Merchant Responsibilities:

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below Card Brand thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with Card Brand Rules.
5. Retain a signed copy of this Disclosure page.

**Merchant Resources:** Download "Visa Regulations" at <https://usa.visa.com/support/consumer/visa-rules.html> Download "Mastercard Rules" at <https://www.mastercard.us/en-us/business/overview/support/rules.html>

The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure that Merchant understands important obligations of each party and that the Visa or Mastercard Member (i.e. Bank) is the ultimate authority should Merchant have any problems.

☐ I agree to the terms outlined above, including without limitation the Terms and Conditions.

Business Legal Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Merchant Signature: \_\_\_\_\_ Merchant Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

### MERCHANT BUSINESS INFORMATION

Legal Name:						
Legal Address:		City:	State:	Zip:		
Telephone:		Fax:				
Federal Tax ID:		IRS Tax Filing Name:		How long in business?		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability	<input type="checkbox"/> Corporation	<input type="checkbox"/> Government	<input type="checkbox"/> Non-profit	<input type="checkbox"/> Publicly Traded
Product or Service Sold:		Website:				
Business Email:		Customer Service #:				

### DBA INFORMATION

☐ Check if DBA data is the same as the Legal Information. If not, indicate DBA name and complete DBA sections below.

DBA Name:	Telephone:	Fax:	
Address (No P.O. Box #):	City:	State:	Zip:

### ELECTRONIC DEBIT/CREDIT AUTHORIZATION

Routing #:	Account Number:
Name on Account Matches: <input type="checkbox"/> DBA <input type="checkbox"/> Legal	Please provide a voided check or bank letter confirming your Transit # (ABA Routing) and Account # (DDA).
Routing #:	Withdrawal Account:
Name on Account Matches: <input type="checkbox"/> DBA <input type="checkbox"/> Legal	*Must be 9 digits. **Can be up to 15 digits.

**AMERICAN EXPRESS COMMUNICATION**

☐ By checking this box, Merchant opts out of receiving future commercial 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.

**OWNERS, OFFICERS, AND MANAGEMENT (NO P.O. BOX #)**

All beneficial owners (i.e. those with equity ownership equal to or greater than 25% and an individual who has significant managerial control in the entity) are required.

☐ There are no other additional beneficial owners. (If not selected, an addendum would be provided to fill out up to 3 more boxes.)

Title:	Email Address:	Percent Ownership: %	<input type="checkbox"/> Has significant managerial control
First Name:	Last Name:	Driver's Lic #:	State:
Home Address:	City:	State:	Zip:
Mobile #:	SSN:	Date of Birth (mm/dd/yyyy):	
Title:	Email Address:	Percent Ownership: %	<input type="checkbox"/> Has significant managerial control
First Name:	Last Name:	Driver's Lic #:	State:
Home Address:	City:	State:	Zip:
Mobile #:	SSN:	Date of Birth (mm/dd/yyyy):	

**VISA / MASTERCARD / DISCOVER / AMEX SALES PROFILE** (be as accurate as possible)

<b>Transaction Types</b>	Swipe: %	Ecomm: %	MOTO / Keyed: %	<b>Total = 100%</b>
<b>Visa, M/C, Discover</b>	Monthly Volume: \$	Average Ticket: \$	High Ticket	
<b>AMEX</b>	Monthly Volume: \$	Average Ticket: \$	\$	

How many days until the cardholder receives the product or service from when the card is charged? ☐ Same Day ☐ 1-5 ☐ 6-15 ☐ 16-30 ☐ Over 30

**SCHEDULE A**

Billing Options Requested: ☐ Daily ☐ Monthly ☐ Next Day Funding Requested

	Qualified	+Mid-Qualified	+Non-Qualified	Qualified	Mid-Qualified	Non-Qualified	Authorization
Visa, M/C, Discover Cost Plus	%			\$			\$
AMEX Cost Plus	%			\$			\$
Visa, M/C, Discover Debit	%	%	%	\$	\$	\$	\$
Visa, M/C, Discover Credit	%	%	%	\$	\$	\$	\$
AMEX Credit Card	%	%	%	\$	\$	\$	\$
Visa, M/C, Discover Non-Qualified Surcharge		%		Visa, M/C, Discover Cost Plus Surcharge:		%	

**ADDITIONAL SERVICES****AMEX ACCOUNT**

PIN-Based Debit	%	\$	<input type="checkbox"/> Debit Network Fee	Network Fee	%	Non-Swipe Fee	%
<input type="checkbox"/> Multi-Currency Pricing (MCP) – Visa, M/C (if applicable)			%	Existing AMEX Account Number:			
EBT#:	EBT Per Item:		\$				

**SERVICE FEES** (other fees may apply)

Set-Up (one-time)	\$	Batch (per)	\$	Chargeback (per)	\$
Account on File (monthly)	\$	Address Verification (per)	\$	Re-presentment (per) (if applicable)	\$
Annual	\$	BIN Basis Point (volume) (if applicable)	%	Retrieval (per)	\$
B2B Auto Template	\$			Wireless Activation	\$
Monthly Minimum Discount (signed volume):	%	Date:	Amount: \$	Wireless (monthly)	\$
		Monthly Minimum Fee	\$		

**GATEWAY FEES AND SETUP**

Setup (one-time): \$	Service (monthly): \$	Authorization (per): \$
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**TOKENIZATION FEES**

On File (per): \$	Creation (per): \$	De-tokenization (per): \$
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**ACCOUNT UPDATER FEES**

Setup (one-time): \$	Service (monthly): \$	Update (per): \$
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**PCI\* AND PAYMENTS APPLICATION COMPLIANCE**

1. Do you store credit card numbers? ☐ Yes ☐ No
2. If you use a third-party payment application that stores/transmits/processes cardholder data, provide:

Name: \_\_\_\_\_ Version #: \_\_\_\_\_

\*PCI Monthly Fee: \$10 per I.P., per month (Ecomm and MOTO if applicable); \$6 per MID for Retail and MOTO if applicable per month and \$99 annual compliance fee. Additional PCI terms set out in the online Merchant Agreement.

NOTE: ONLY APPLICATIONS THAT COMPLY WITH CARD BRAND SECURITY STANDARDS WILL BE PERMITTED.  
A list of valid applications is available at:  
[www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)

**EQUIPMENT AND CODING**

<input type="checkbox"/> Ship to DBA			Shipping Method:		
<input type="checkbox"/> Ship to Other Address	Address:		<input type="checkbox"/> Regular (3 Day) <input type="checkbox"/> 2 Day <input type="checkbox"/> Next Day <input type="checkbox"/> Overnight		
	City:	State:	Zip:	Cost of shipping will vary depending on location and delivery options selected.	
Multi-Merchant File Build:	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, provide parent/child MIDs:			Charge Equipment Cost to: <input type="checkbox"/> Partner <input type="checkbox"/> Merchant* * Purchase agreement signed by merchant required.
Terminal 1:	Quantity:	<input type="checkbox"/> Free Terminal		<input type="checkbox"/> Purchase from Finical	<input type="checkbox"/> Reprogram
Terminal 2:	Quantity:	<input type="checkbox"/> Free Terminal		<input type="checkbox"/> Purchase from Finical	<input type="checkbox"/> Reprogram
Software/Gateway:	Version #:	<input type="checkbox"/> Finical Setup		<input type="checkbox"/> Purchase from Finical	<input type="checkbox"/> Data Sheet Only
PIN Pad:	Quantity:	<input type="checkbox"/> Existing		<input type="checkbox"/> Purchase from Finical	
Mobile Device:	Quantity:				
Default Terminal Settings: <input type="checkbox"/> RETAIL Setup <input type="checkbox"/> RETAIL with Tip Setup <input type="checkbox"/> MOTO/Ecomm Setup					
Prompt:		Prompt:		Prompt:	
Fraud Control Last Four Prompt <input type="checkbox"/> On <input type="checkbox"/> Off		Auto Close Time:		CVV <input type="checkbox"/> On <input type="checkbox"/> Off	
Password Protect Refund <input type="checkbox"/> On <input type="checkbox"/> Off		Tip at Time of Sale <input type="checkbox"/> On <input type="checkbox"/> Off		Small Ticket <input type="checkbox"/> On <input type="checkbox"/> Off	
Communication Method: <input type="checkbox"/> Dial <input type="checkbox"/> IP <input type="checkbox"/> Wireless <input type="checkbox"/> Wifi					
Special instructions:					

**ADDITIONAL CREDIT/SITE SURVEY INFORMATION (ALL MERCHANTS)**

Zone: <input type="checkbox"/> Business District <input type="checkbox"/> Industrial <input type="checkbox"/> Residential	Approx. Square Footage: <input type="checkbox"/> 0-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501-2,000 <input type="checkbox"/> 2,001 plus
Location: <input type="checkbox"/> Mail <input type="checkbox"/> Office <input type="checkbox"/> Home <input type="checkbox"/> Shopping Area <input type="checkbox"/> Mixed <input type="checkbox"/> Apartment <input type="checkbox"/> Isolated	Are all your products/services delivered immediately? <input type="checkbox"/> Yes <input type="checkbox"/> No Agent Signature: _____

**CONTINUING PERSONAL GUARANTY PROVISION – PERSONAL GUARANTOR**

By agreeing below, each individual or entity ("Guarantor") jointly and severally (if there is more than one Guarantor) and unconditionally guarantees to NTI and the Bank the prompt payment and full and complete performance by Merchant of all Merchant's obligations as set forth in the Merchant Agreement comprised of this Merchant Application and the Terms and Conditions accessible at <https://www.finicalholdings.com/WM2M082022>, as amended from time to time, including, without limitation, all promises and covenants of Merchant, and all amounts payable by Merchant under such Merchant Agreement, including, without limitation, charges, interest, costs and other expenses, such as attorney's fees and court costs. This means, among other things, that NTI or Bank can demand performance or payment from any Guarantor if Merchant fails to perform any obligation or pay what Merchant owes under the Merchant Agreement. Each Guarantor agrees that his or her liability under this guaranty will not be limited or canceled because: (1) the Merchant Agreement cannot be enforced against Merchant for any reason, including, without limitation, bankruptcy proceedings; (2) either NTI or Bank agrees to changes or modifications to the Merchant Agreement, with or without notice to Guarantor; (3) NTI or Bank releases any other Guarantor or Merchant from any obligation under the Merchant Agreement; (4) any law, regulation, or order of any public authority affects the rights of either NTI, Merchant, or Bank under the Merchant Agreement; and/or (5) anything else happens that may affect the rights of either NTI or Bank against Merchant or any other Guarantor. Each Guarantor further agrees that: (a) NTI and Bank each may delay enforcing any of its rights under this guaranty without losing such rights and hereby waives any applicable Statute of Limitations; (b) NTI and Bank each can demand payment from such Guarantor without first seeking payment from Merchant or any other Guarantor or from any security held by NTI or Bank; and (c) such Guarantor will pay all court costs, attorney's fees, and collection costs incurred by either NTI or Bank in connection with the enforcement of the Merchant Agreement or this Guaranty, whether or not there is a lawsuit, and such additional fees and costs as may be directed by a court. If Merchant is a corporation or limited liability company, this Guaranty must be executed by a principal or affiliate of Merchant. Guarantor agrees and acknowledges having read the Terms and Conditions accessible via the links provided above. If Guarantor was unable to access such Terms and Conditions, Guarantor acknowledges having been provided a copy by NTI, and having read and agreed to same.

☐ I agree to all the terms outlined above, including without limitation the Terms and Conditions.

Principal #1 Print Name: \_\_\_\_\_ Title: \_\_\_\_\_ Principal #2 Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Principal #1 Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Principal #2 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## MERCHANT APPLICATION AND AGREEMENT ACCEPTANCE

By executing this Merchant Application and Agreement on behalf of Merchant, the undersigned individual(s) represent(s), warrant(s), and acknowledges(s) that: (i) All information contained in this Merchant Application is true, correct and complete as of the date of this Application; (ii) If Merchant is a corporation, limited liability company, or partnership, the individual(s) executing this Application have the requisite legal power and authority to complete and submit this Application on behalf of Merchant and to make and provide the acknowledgements, authorizations and agreements set forth herein on behalf of Merchant and individually; (iii) The information contained in this Application is provided for the purpose of obtaining, or maintaining, a merchant account for Merchant with Bank, and Bank and NTI will rely on the information provided herein in their respective approval processes and in setting the applicable Discount Rate, Approved Average Ticket, and Approved Monthly Payment Card Volume; (iv) Bank and NTI are authorized to investigate, either through their own agents or through credit bureaus/agencies, the credit of Merchant and each person listed on this Application; (v) Bank and/or NTI will determine all rates, fees and charges and Merchant agrees to pay such approved fees, including those fees listed at section 5.7 of the Terms and Conditions; (vi) The Merchant Agreement will not take effect until Merchant has been approved by Bank and a merchant identification number has been issued to Merchant; and (vii) The undersigned has read and understood the Terms and Conditions accessible at <https://www.finicalholdings.com/WM2M082022>, which are incorporated herein by reference, and the data protection schedule included therein, and agrees on behalf of Merchant to be bound by those Terms and Conditions, in addition to those terms set out in this Application. If Merchant was unable to access such Terms and Conditions, Merchant acknowledges having been provided a copy by NTI, and having read and agreed to same. Merchant acknowledges that if this Application is being submitted to Bank, NTI is also a party to this Application and, if this Application is approved, NTI will also be a party to the Merchant Agreement. In such case, Merchant acknowledges that NTI will rely on the representations and warranties set forth in this Application and unless otherwise specified or prohibited by the Card Brands or applicable law, NTI will have all the rights of Bank under this Merchant Application and Agreement.

Merchant has the option of accepting Mastercard credit cards, Visa credit cards, American Express credit cards, Discover credit cards, Mastercard signature debit cards (MasterMoney Cards) or Visa signature debit cards (Check Cards), or debit cards issued by Discover. Merchant may elect to accept any or all these card types for payment. If Merchant does not specifically indicate otherwise, the Merchant Agreement will be processed to accept ALL Mastercard, Discover, American Express and Visa card types.

Elected Visa, Discover, or MC card types NOT to accept: \_\_\_\_\_

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight 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. What this means for you: when you open an account, we may ask you for information that will allow us to identify you, including a copy of your driver's license or other identifying documents.

**The Principal(s) is/are executing this Merchant Application and Agreement in the Merchant's name, as well as in its/their own personal name(s) as Guarantor(s) and agree(s) to all the terms outlined above, including without limitation the Terms and Conditions.**

### MERCHANT:

Principal #1 Signature X: \_\_\_\_\_

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

Principal #2 Signature X: \_\_\_\_\_

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

### BANK:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

### FINICAL HOLDINGS LLC:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

## CONTROL PANEL ACCESS ACKNOWLEDGEMENT

☐ By checking this box, Merchant hereby requests access to the online reporting system ("Control Panel").

Merchant hereby appoints the following Administrator as the Merchant's primary contact person subject to the terms and conditions in the merchant agreement.

**Administrator: First name:** \_\_\_\_\_

**Last name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**Telephone:** (       ) - (       )

# ADDITIONAL MERCHANT INFORMATION FORM (REQUIRED TO BE FILLED OUT BY AGENT/SALES REP)

Agent Office / Sales Rep Name: \_\_\_\_\_

## **SERVICES QUESTIONNAIRE** (Required for internet accounts, accounts with greater than 30% keyed transactions, and/or future delivery greater than 30 days)

1. What percentage of sales are: _____ % Business-to-Business + _____ % Business-to-Consumer (Must Total 100%)	
2. Method of Marketing (check all that apply): <input type="checkbox"/> Direct Mail/Brochure/Catalog <input type="checkbox"/> Newspaper/Magazine <input type="checkbox"/> Social Media <input type="checkbox"/> Television/Radio <input type="checkbox"/> Internet <input type="checkbox"/> Outbound Telemarketing <input type="checkbox"/> Phone Book/Yellow Pages <input type="checkbox"/> Trade Shows	
3. Ecommerce Merchants: % of Customer Base: US _____ % Canada _____ % Other _____ % Describe Other: _____ (Must Total 100%)	
4. Card are charged on the: <input type="checkbox"/> Date of Order <input type="checkbox"/> Date of Shipment <input type="checkbox"/> Date of Delivery <input type="checkbox"/> Other (specify): _____	
5. If you have future delivery, do you require a deposit? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, percent of sale required _____ % or flat fee \$ _____ Is final payment due before fulfillment? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, number of days before final delivery: _____	
6. Does your billing strategy involve automatic, negative option billing? <input type="checkbox"/> Yes <input type="checkbox"/> No	
7. Does your business offer product guarantee or warrantee? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, is it a: <input type="checkbox"/> Replacement <input type="checkbox"/> Refund <input type="checkbox"/> Partial Refund	
8. Refund Policy - Within # of Days: <input type="checkbox"/> Up to 30 days <input type="checkbox"/> 31-90 days <input type="checkbox"/> Greater than 90 days <input type="checkbox"/> No Refunds	
9. Does your business offer recurring billing? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, what is the frequency? <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> Other: _____	
10. Does your business offer up-sells?* (*additional product/service added to the initial purchase) <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please provide the company names associated with the up-sells: _____	
11. How is the card payment information entered into the payment system? <input type="checkbox"/> Merchant <input type="checkbox"/> Consumer <input type="checkbox"/> Other: _____	
12. Is card payment information entered via the internet? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, is the payment channel encrypted by SSL or better? <input type="checkbox"/> Yes <input type="checkbox"/> No	
13. How long after payment is product delivered or service fulfilled? Immediately _____ % + 1-7 days _____ % + 8-14 days _____ % + 15-30 days _____ % + Over 30 days _____ % (Must Total 100%)	

## **INVENTORY/SHIPPING**

☐ Not applicable for services, virtual or downloadable products

14. Do you own the product/inventory? <input type="checkbox"/> Yes <input type="checkbox"/> No If you do not own the product, who does? _____	
15. Where is the product stored/shipped from? <input type="checkbox"/> Business Location <input type="checkbox"/> Own Warehouse <input type="checkbox"/> Fulfillment Center (If Fulfillment Center, provide company and contact information below) Company Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Contact Name: _____ Contact Phone: _____	
16. Method of delivery: <input type="checkbox"/> US Postal <input type="checkbox"/> FedEx <input type="checkbox"/> UPS <input type="checkbox"/> Courier <input type="checkbox"/> Other: _____	

## **TRADE REFERENCE** (if required)

17. Company Name: _____ Address: _____ City: _____ State: _____ Zip: _____	Company Name: _____ Address: _____ City: _____ State: _____ Zip: _____
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