

Merchant Application		Agent Name:		
Business Information				
Legal Business Name		Doing Business As Name		
Legal Street Address		DBA Street Address		
City and State	Zip Code	City and State	Zip Code	
Legal Business Phone	DBA Business Phone	EIN [] Social []	Start Date	

Personal Information					
Owners Name:	DOB:				
Social Security Number:	Percentage of Ownership: %				
Address:	City/State/Zip:				
Email:	Mobile Number:				
Driver License Number:	Title:				

Additional Information						
Type of Ownership	Business Industry	Contact Name:				
		Products Sold:				
Requested Monthly Sales Limit: \$		Swiped:	%	Cash Discount:Y[] N[]		
Requested Highest Ticket: \$		Keyed:	%	Copy-Voided Check []		
Average Ticket: \$		E-commerce:	%	Copy-Driver License []		

Equipment Profile				
Free Terminal Program	Type of Equipment			
Yes [] No []	POS []:	Terminal []:	Virtual []:	
Tip Line: Yes [] No []	Pin Pad: Yes [] No []	Auto Close Time []	Clover Go:	
Comments:		: AM/PM	Mobile Swiper: Y[] N[] Swiper Price - \$75	
		Setup Fee: \$195	Monthly Rate - \$9	
Principal Signature:		Date:		
Print Name:		Title:		



Terms and Conditions Merchant may cancel anytime with no early termination penalty. 30 days advance written notice required.

FREE TERMINAL PROGRAM: All terminals are property of OFBS Processing and stays as such during the duration of this agreement. If merchant opps to take advantage of the free terminal program, merchant will be responsible for the equipment for the life of this agreement. If terminal is damaged due to negligence, merchant will be responsible for a replacement fee of \$100 per terminal. If merchant terminates services or stop processing for 30 days without notice, merchant will be responsible for returning equipment within 60 days of last transaction. If terminal is not returned, the merchant will be debited \$395 per placed terminal.

A PCI annual compliance fee of \$99.00 will be assessed to the merchant account. If Compliance requirements are not met within the first 2 months of the Agreement, a \$25 monthly Non-Compliance fee will be charged to the merchant account, which includes automatic required enrollment to the Card Compromise Assistance Plan, until Compliance is achieved. After compliance is achieved, the Card Compromise Assistance Plan Monthly Fee of \$7.95 is optional. Annual PCI Compliance Fee is billed on your annual anniversary with OFBS Processing. If the combination of the taxpayer identification number and legal name do not match Internal Revenue Services (IRS) records within the first 2 months of the agreement, a \$25 monthly regulatory and compliance support fee will be charged to the merchant account.

A \$25 fee will be charged per instance of chargeback and/or retrieval. The following Association-related fees, as adjusted or allocated by OFBS, may be assessed to merchant. Assessments, MasterCard Network Access Brand usage fee, Visa Network Acquirer processing fee, Visa International Acquirer fee (including High Risk), Discover Data Usage fee, MasterCard AVS Card Present fee, MasterCard Account Status fee, MasterCard AS Card Not Present fee, MasterCard Processing Integrity, Visa Debit Transaction Integrity, Visa Fixed Acquirer Network fee, Discover Network Authorization fee, MasterCard CVC2 Transaction fee, All other Applicable Association Fees. The Following Fees will also be assessed at OFBS rates: the MC (MasterCard) Per Location fee, and the Total System Services Network fee (TSSNF).

Merchant has incited which services it is requesting. Merchant agrees that bank and OFBS are not a party to any agreement for services from the following companies: American Express, Discover Network, PayTrace, Clover, PAYEEZY, and that any such agreements are strictly between merchant and each individual company, merchant must be approved by each company and each company may send its agreement to the address of merchant indicated herein upon such approval. Merchant agrees to be bound by such company's agreement. Discover: By signing below, merchant, OFBS and First Data agree to the terms of the First Data Discover agreement and separately to the First Data American Express Agreement. First Data is not a party to the merchant transaction processing agreement. Merchant must identity all third party agents involved in the payment process that may have access to cardholder data. By signing below, merchant agrees to the Clover terms and conditions located at <u>clover.com</u>. OFBS is not a party to the Clover terms and conditions, and has no liability or responsibility for the clover products and services.

BY THEIR EXECUTION BELOW THE UNDERSIGNED PARTIES AGREE TO ABIDE BY THE MERCHANT TRANSACTION PROCESSING AGREEMENT (THE 'AGREEMENT'). THE AGREEMENT CONSISTS OF THE MERCHANT APPLICATION AND MERCHANT ACKNOWLEDGES THAT IT HAS RECEIVED AND READ THE APPLICATION AT THE TIME OF SIGNING. MERCHANT WARRANTS THAT THE INFORMATION PROVIDED ON THE MERCHANT APPLICATION IS COMPLETE AND ACCURATE. MERCHANT AUTHORIZES OFBS PROCESSING AND/OR BANK TO PROVIDE A COPY OF THIS MERCHANT APPLICATION TO ANY THIRD PARTY FOR THE SERVICES REQUESTED. MERCHANT, AND ITS SIGNING OFFICER/OWNER/ PARTNER, AUTHORIZE OFBS PROCESSING AND/OR BANK, OR ITS AGENTS OR ASSIGNS, TO MAKE FROM TIME TO TIME, ANY BUSINESS AND PERSONAL CREDIT AND OTHER INQUIRIES. IF APPLICABLE, MERCHANT AGREES BY ITS SIGNATURE BELOW TO THE FIRST DATA AMERICAN EXPRESS AGREEMENT AND THE FIRST DATA DISCOVER AGREEMENT. FIRST DATA IS NOT A PARTY TO THE MERCHANT TRANSACTION PROCESSING AGREEMENT. IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES EFFECTIVE ON THE DATE SIGNED OR APPROVED BY BANK.

Principal Signature

Date Printed Name of Principal

Title

OFBS Agent Signature

Date

Printed OFBS Agent Name