

**MERCHANT SERVICES ADDENDUM****Authorization for Investigation and Underwriting**

Applicant (also referred to herein as “Merchant” or “Client”), on behalf of itself and each beneficial owners identified in the Application, and each individual signing below on behalf of the Applicant or as Guarantor, hereby authorizes Priority Technology Holdings, Inc. and its affiliates (collectively, “Priority”) and its sponsor bank (“Member”) and their respective agents to (i) check with credit reporting agencies, credit references, and other sources we deem appropriate in investigating and verify the information given; (ii) obtain additional information from credit reporting agencies and other lawful sources, including persons and companies named in this Application, regarding Applicant’s credit standing, credit capacity, general reputation, or characteristics; (iii) to contact all previous references; and (iv) obtain consumer reports from consumer reporting agencies on each individual signing below on behalf of Applicant or as a Guarantor. Applicant also authorizes us and our Affiliates (as defined in the Program Guide) to provide amongst each other the information contained in this Application and any information received from all references, including banks and credit reporting agencies. Applicant certifies and agrees that Applicant does not and will not provide, offer or facilitate gambling services, including offering or facilitating internet gambling services, or establishing quasi-cash, credits or monetary value of any type that may be used to conduct gambling.

**Customer Identification Program**

CIP—Customer Identification Program

**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 is that when you open an account, we will ask for your name, address, and other information that will allow us to identify you. We will also ask for the names, addresses, dates of birth and other information concerning each of your beneficial owners that will allow us to identify your beneficial owners. We may also ask to view a copy of each beneficial owner’s driver’s license or other identifying documents.

Applicant certifies, under penalties or perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

**Electronic Funds Transfer Authorization**

Applicant authorizes Priority and Member and originating depository financial institutions to present Automated Clearing House (“ACH”) credits, ACH debits, wire transfers, or depository transfer checks to and from the bank accounts identified in the Application and to and from any other account for which any such parties are authorized to perform such functions under this Application, this Merchant Services Addendum and the Program Guide (the Application, Merchant Services Addendum and Program Guide are collectively referred to as the “Agreement” between Merchant, Priority and Member), for the purposes set forth in such Agreement. This ACH authorization cannot be revoked until all obligations of Applicant under the Agreement are satisfied, and Applicant gives written notice of revocation as set forth in the Agreement.

**Personal Guarantee**

The undersigned guarantor (“Guarantor”), acknowledges that it will benefit from the services to be provided to Merchant by Priority and Member pursuant to the Agreement. In exchange for the acceptance by Priority and Member (collectively, the “Guaranteed Parties”) of this Application and the Agreement, Guarantor unconditionally and irrevocably guarantees the full payment and performance of Merchant’s obligations under the Agreement, as modified from time to time, whether before or after termination or expiration of such Agreement and whether or not Guarantor has received notice of any amendment of such Agreement. Guarantor waives notice of default by Merchant and agrees to indemnify the Guaranteed Parties for any and all amounts due from Merchant under the Agreement. The Guaranteed Parties shall not be required to first proceed against Merchant to enforce any remedy before proceeding against Guarantor. This is a continuing personal guaranty and shall not be discharged or affected for any reason. Guarantor understands that this is a personal guaranty of payment and not of collection and that this personal guaranty is a condition precedent for, and the Guaranteed Parties are relying upon this personal guaranty in, entering into the Agreement.

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Print Name of Guarantor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Consent to Contact**

Merchant acknowledges and agrees that Priority and our third-party subcontractors and/or agents may use automatic telephone dialing systems to contact Merchant at the telephone number(s) Merchant has provided in this Application and/or leave a detailed voice message in the event that Merchant is unable to be reached, even if the number provided is a cellular or wireless number or if Merchant has previously registered on a Do Not Call list or requested not to be contacted for solicitation purposes. Merchant hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third-party subcontractors and/or agents from time to time.

**Consent to Electronic Communication**

As permitted by applicable laws, Merchant consents to use electronic signatures and to electronically receive all records, notices, statements, communications, and other items for all services provided hereunder and in connection with Merchant's relationship with Priority (collectively, "Communications"). Electronic Communications will be sent to the email address on record with Priority. By accepting and agreeing to this Agreement electronically, Merchant represents that (i) Merchant has read and understands this consent to use electronic signatures and to receive Communications electronically; (ii) Merchant has the hardware and software necessary to receive and store electronic Communications; and (iii) Merchant's consent will remain in effect until Merchant withdraws its consent as specified below. Merchant must keep its email address on record with Priority current and notify Priority of any change in its email address by updating Merchant's profile on record with Priority. Merchant should print and save or electronically store a copy of all Communications that Priority send to Merchant electronically. Merchant's consent to receive Communications electronically will remain in effect until Merchant withdraws it. Merchant may withdraw its consent to receive further Communications electronically at any time by contacting Priority as provided herein. If Merchant revokes its consent to receive Communications electronically, Priority reserves the right to close Merchant's account. Such revocation will be effective after Priority has had a reasonable period of time to act on Merchant's withdrawal request. Such revocation of consent to receive Communications electronically will not apply to any Communications that were sent before Merchant's request to withdraw consent becomes effective. Priority may, in its sole discretion, communicate with Merchant in paper form. In addition, Priority reserves the right to discontinue the provision of electronic Communications or to terminate or change the terms and conditions on which it provides electronic Communications. Except as otherwise required by applicable law, Priority will notify Merchant of any such termination or change by providing the updates on monthly statements or delivering notice of such termination or change electronically.

**Duty to Update Information**

Applicant must immediately notify Priority of any change to the information in this Application, including (i) any new lines or types of business; (ii) change in ownership; (iii) the opening, closing or liquidation of business or any location; (iv) voluntary or involuntary party to a bankruptcy case; or (v) entry into a loan or other agreement with a person or entity that may affect this Application. Priority retains the right to terminate the Agreement if you fail to provide notice of any change to the information in the Application.

**Execution of the Agreement**

By its signature below, Applicant hereby represents and warrants to Priority that: (i) the signatory below is a proprietor, general partner, or executive officer of Applicant with authority to submit the Application and this Merchant Services Addendum and execute the Agreement on behalf of Applicant, and (ii) the information in the Application and this Merchant Services Addendum is complete and accurate and may be relied upon by Priority. Applicant hereby agrees to be bound by the Agreement and any attachments thereto, as amended from time to time. By signing below, Applicant acknowledges that it has read and understands the Agreement.

Applicant: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Title

\_\_\_\_\_

Date

**Merchant Services Confirmation Page**

**PROCESSOR INFORMATION:** Name: Priority Payment Technology Holdings, Inc.  
Address: P.O. Box 246, Alpharetta, GA 30009-0246  
URL: https://www.pps.io/programguide/  
Customer Service Phone Number: 1-855-813-5293

Please read the 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 Bank and/or Processor. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

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 will be charged an additional fee (see Section 18 of the Program Guide).
2. **We may debit your bank account** from time to time for amounts owed to us under the Agreement.
3. **There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or settlement account. For a more detailed discussion regarding Chargebacks see Section 10 of Card Processing Operating Guide.
4. **If you dispute any charge or funding,** you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing.
5. **The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 20 of the Card Processing General Terms.
6. **We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 23, Term; Events of Default and Section 24, Reserve Account; Security Interest), under certain circumstances.
7. **By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
8. **The Agreement contains a provision** that in the event you terminate the Agreement early, you will be responsible for the payment of an early termination fee as set forth in Part III, A.3 under "Additional Fee Information."
9. **If you lease equipment from Processor,** it is important that you review Section 1 in Third Party Agreements. Bank is not a party to this Agreement. **THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED.**
10. **For questions regarding your Merchant Processing Application and Agreement, please contact Customer Service at 1-855-813-5293, and / or refer to Important Phone Numbers on the Additional Important Information Page, Part III, Section A.4.**
11. **Card Organization Disclosure**

**Visa and MasterCard Member Bank Information: Synovus Bank**

The Bank's mailing address is 1111 Bay Avenue, Columbus, Georgia 31901, and its phone number is (706) 649-4900.

**Important Member Bank Responsibilities:**

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

**Important Merchant Responsibilities:**

- a) Ensure compliance with Cardholder data security and storage requirements.
- b) Maintain fraud and Chargebacks below Card Organization thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Card Organization rules.



e) Retain assigned copy of this Disclosure Page.

f) You may download "Visa Regulations" from Visa's website at: [http://usa.visa.com/merchants/operations/op\\_regulations.html](http://usa.visa.com/merchants/operations/op_regulations.html)

g) You may download "MasterCard Regulations" from MasterCard's website at: <http://www.mastercard.com/us/merchant/support/rules/htm>

Print Client's Business Legal Name: \_\_\_\_\_

By its signature below, Client acknowledges that it has received the complete Program Guide (version 118911v1) consisting of 42 pages (including a copy of this confirmation). Client further acknowledges reading and agreeing to all terms in the Program Guide, which shall be incorporated into Client's Agreement. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

Client understands that a copy of the Program Guide is also available for downloading from the Internet at: <https://www.pps.io/programguide/>

**NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM GUIDE WILL BE ACCEPTED.**

Signature (Please sign below):

x \_\_\_\_\_

\_\_\_\_\_  
Please Print Name of Signer/ Client's Business Principal

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date