

Tell Us About Your Business

Legal Business Name *(as it appears on the IRS Tax Return)*

Legal Address

Legal Business Phone Business E-Mail

Merchant Type Specific Type of Product(s) / Service(s) Sold:

Swiped Keyed E-Commerce

% % %

Requested Monthly Sales Limit \$ Is the Applicant currently accepting credit cards? *(Provide previous processors statements)*

Requested Highest Ticket \$ Has Applicant ever had a previous credit card processor terminate its merchant account?

Average Ticket \$ *If so, by whom?*

Contact Name

Doing Business As Name (as it appears on the receipts)

DBA Address

DBA Business Phone Referred by (if applicable)

Business Location Type Of Building Square Footage

Hours of Operation

Business Website Business Start Date

Did you (SpotOn Sales Agent) meet with business owner in person? Does business have proper signage clearly indicating the DBA?

Yes No Yes No

Does interior of business reflect the products/services being sold? Yes No

REF	Landlord / Trade	Title	Phone	Contact

W9 Information *(input information as shown on the IRS Tax Return)*

9-Digit Federal Tax ID EIN SSN ITIN

Name

Address for IRS/Compliance notices: *(if different from Legal Address provided above)*

Type of Ownership Exempt Payee: Yes No

Individual / Sole Proprietor Single-Member LLC Non-Profit Corporation Trust

LLC LLP Public Corporation Private Corporation Partnership

Professional Association Political Organization Government Entity

Consent to paperless delivery of IRS notices

By selecting this box, you acknowledge that you have read and agree to Consent to Paperless Delivery of Tax Related Documents included with this application and that you consent to receiving IRS notices via paperless delivery.

For purposes of paperless delivery of IRS notices, a valid email address is required. If different from the email address already provided, please indicate the email address where you wish to receive paperless delivery of your IRS notices. If you consent to receive IRS/Compliance notices by paperless delivery, please indicate the Email address where such notices should be sent.

Email address: _____

Beneficial Owner and Officer Information

A: The following information for each individual, if any, who, directly or indirectly, through any contact, arrangement, understanding, relationship or otherwise, owns 25% or more of the equity interests of the legal entity or sole proprietorship for which the account is being opened.

Name of Owner	Social Security Number	Date of Birth	Ownership %	Residential Address, City, State, Zip	Phone Number

B: The following information for one individual with significant responsibility for managing the legal entity listed above, such as: An executive officer or senior manager (e.g. Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or any other individual who regularly performs similar functions.

Name & Title of Manager/Officer	Social Security Number	Date of Birth	Ownership %	Residential Address, City, State, Zip	Phone Number

Name and Title of person Opening Account who by signing page 3 of this application is certifying (i) that, to the best of his/her knowledge, the information provided in the Beneficial Owner and Officer Information Section is complete and correct, and (ii) that the information provided in the Basic and Business Sections regarding the legal entity for which the account is being opened is complete and correct.

Name _____ Title _____

Where Do You Want Your Money Deposited?

Please provide copy of voided check or bank letter.

FUNDS TRANSFER: In accordance with the terms set out in the Terms and Conditions, transfer funds will be made to / from the account set forth in the enclosed voided check or bank letter.

Special Instructions

Additional Equipment Details (pricing per unit)

Device	Monthly Payment	Buy
Poynt	+ \$25 / month	
SpotOn Restaurant	+ \$65 / month	
SpotOn Register	+ \$65 / month	
Kitchen Printer	+ \$20 / month	
PAX S80	+ \$10 / month	

Ship To _____ Requested Date _____

DBA Legal Sales Partner Other

Address: _____

Shipping Method	Shipping & Handling Fees	
<input type="checkbox"/> Standard	For SpotOn	For SpotOn Register or Restaurant
<input type="checkbox"/> Expedited	\$30 per unit / standard +25 per unit / expedited	\$65 per unit / standard +135 per unit / expedited

Return Policy

Refund w/in 30 days

Exchange only

None

Other (specify): _____

Number of days until product / service is delivered: _____

MasterCard / Visa / Discover sales transactions settled:

Date of order

Date of shipment delivery method: _____

Fulfillment house used: _____

How Will You Process Credit Cards?

<input type="checkbox"/> Poynt + \$15/month	<input type="checkbox"/> Terminal	<input type="checkbox"/> Register	<input type="checkbox"/> SpotOn Appointments + \$15/month
<input type="checkbox"/> SpotOn Register + \$65/month			<input type="checkbox"/> Loyalty + \$15/month
<input type="checkbox"/> SpotOn Restaurant + \$65/month per station + one-time setup fee			<input type="checkbox"/> Spots By Dollar (SpotOn Register or Poynt Only)
<input type="checkbox"/> PAX S80			<input type="checkbox"/> Spots By Visits
<input type="checkbox"/> PayTrace <input type="checkbox"/> Basic <input type="checkbox"/> Pro			<input type="checkbox"/> Software ONLY \$195/month Includes Marketing, Reviews, Appointments, and Loyalty
<input type="checkbox"/> PayTrace w/Ingenico			Additional Options
<input type="checkbox"/> Swipe Simple			<input type="checkbox"/> Gift Cards
<input type="checkbox"/> POS Conversion			<input type="checkbox"/> Gusto Payroll
<input checked="" type="checkbox"/> Other <u>EmaginePOS</u>			

Conversion to POS

Software _____	Version _____
Reseller Contact _____	Phone Number _____
Email _____	

Terminal Profile for Your Equipment (Comm Method)

Dial -- Prefix: _____

IP _____

Tip Line _____

EBT Existing EBT #: _____

Server # _____

PIN Debit (Requires a PINpad) _____

Auto Close

Time _____ Time Zone _____

VISA DISCLOSURE

Merchant Name _____ Merchant Address _____

Member Bank Information
 First National Bank of Omaha
 1620 Dodge Street
 Omaha, Nebraska 68197
 800-853-9586

Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
 2. Maintain fraud and chargebacks below thresholds.
 3. Review and understand the terms of the Merchant Agreement.
 4. Comply with VISA Operating Regulations.
- The responsibilities listed above do not supersede the terms on the MERCHANT Agreement and are provided to ensure the MERCHANT understands sole important obligations on each party and that the Visa Member (Acquirer) is the ultimate authority should the MERCHANT have any problems.

Important Member Bank Responsibilities

1. The Visa Member is the only entity approved to extend acceptance of VISA products to a Merchant.
2. The Visa Member must be a principal (signer) 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.

Authorized Signature _____

Authorized Printed Name _____

CONTINUING PERSONAL GUARANTY PROVISION - PERSONAL GUARANTOR(S):

THIS general, absolute, and unconditional continuing Guaranty ("GUARANTY") by the undersigned (collectively "GUARANTOR" or "my" or "I" or "me"), is for the benefit of SpotOn Transact, LLC / or First National Bank of Omaha ("Collectively Guaranteed Parties"). For value received, and in consideration of the mutual undertakings contained in the Merchant Transaction Processing Agreement and allied agreements ("AGREEMENT") between Guaranteed Parties and ("MERCHANT") as set forth below, I absolutely and unconditionally guarantee the full performance of all MERCHANT's obligations to Guaranteed Parties, together with all costs, expenses, and attorneys' fees incurred by Guaranteed Parties in connection with any actions, inactions, or defaults of MERCHANT. I waive any right to require Guaranteed Parties to proceed against other entities or MERCHANT. There are no conditions attached to the enforcement of this GUARANTY. I authorize Guaranteed Parties, its agents or assigns to make from time to time any personal credit or other inquiries and agree to provide, at Guaranteed Parties's request, financial statements and/or tax returns. I agree that this GUARANTY shall be governed and construed in accordance with the laws of the state of Nebraska, and that the courts of the state of Nebraska shall have and be vested with personal jurisdiction over me. This is a continuing GUARANTY and shall remain in effect until one hundred eighty (180) days after receipt by Guaranteed Parties of written notice by me terminating or modifying the same. The termination of the AGREEMENT or GUARANTY shall not release me from liability with respect to any obligations incurred before the effective date of termination. No termination of this GUARANTY shall be effected by any change in my legal status or any change in the relationship between MERCHANT and me. This GUARANTY shall bind and inure to the benefit of the personal representatives, heirs, administrators, successors and assigns of GUARANTOR and Guaranteed Parties.

Guarantor Signature _____

Guarantor Name _____

Title _____

Date _____

What You Pay

Tiered Pricing		Pass-Through Pricing	✓ PIN-DEBIT	✓ AMEX OPT-BLUE
Check Card Rate	Qualified Rate	IC +	Network Fee	Qualified Rate
%	%	%	%	Transaction Fee
Transaction Fee	Mid-Qualified Rate	Transaction Fee	Transaction Fee	Non-Qualified Rate
¢	% + 1.59	¢	¢	%
	Non-Qualified Rate		PINpad (required)	
	% + 1.69			
	+ Qualified Rate			

Cancel at anytime with no early termination penalty.
30 days advance written notice and return of equipment required.

You'll have two debits monthly from checking account:
Monthly Platform Fee and Processing Fees

STANDARD PLATFORM INCLUDES	\$25/MONTH	OPTIONAL SOFTWARE & HARDWARE PRICING		One-Time Setup	Shipping	Total Monthly Fee
SpotOn Dashboard	SpotOn Reviews	SpotOn Register	\$65/month	Appointments	\$15/month	
SpotOn Marketing	SpotOn Mobile Dashboard	SpotOn Restaurant	\$65/month	Loyalty	\$15/month	
				\$ _____	\$ _____	\$ _____

Signature of Principal #1 Name of Principal #1 Title Date

The following fees will be passed through at Association's rate: 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 AVS 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. MERCHANT must identify all third party agents involved in the payment process that may have access to cardholder data. Most common causes for downgrades to Mid-Qualified are accepting rewards cards. Most common causes for downgrades to Non-Qualified are accepting manual Entry, Sale Amount (AMEX Opt-Blue), Business, Corporate, Commercial cards, or not settling within 24 hours.

MERCHANT has indicated which services it is requesting. MERCHANT agrees that BANK and SpotOn Transact, LLC ("SpotOn") are not a party to any agreement for services from the following companies: American Express (See AMEX T&C @www.spoton.com), Discover Network, and/or Diners Club, SPS-EFT 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, SpotOn and TSYS Merchant Solutions, LLC ("TMS") agree to the terms of the TMS Discover Agreement and separately to the TMS American Express Agreement. TMS is not a party to the Merchant Transaction Processing Agreement. MERCHANT must identify all third party agents involved in the payment process that may have access to cardholder data.

By execution below the undersigned party (or parties) has read and agrees to abide by the Merchant Payment Processing Terms and Conditions (the "Agreement"). The Agreement consists of merchant application, Merchant Terms (the "Merchant Terms"), User Terms (the "User Terms"), Privacy Policy (the "Privacy Policy"), and Merchant Transaction Processing Agreement (the "Merchant Transaction Processing Agreement"), all of which are available on www.spoton.com. MERCHANT warrants that the information provided on the merchant application is complete and accurate. MERCHANT authorizes SpotOn and/or BANK to provide a copy of this merchant application to any third party for the services requested. MERCHANT, its signing officer, owner, partner and any personal guarantor authorize SpotOn, BANK or their agents or assigns, to make from time to time, business or personal credit inquiries and other inquiries in connection with this merchant application or the AGREEMENT. By executing this merchant application, MERCHANT, its signing officer, owner, partner and any personal guarantor acknowledge that SpotOn and/ or BANK has a legitimate business need for the information contained in any personal credit report that may be obtained in connection with this merchant application or the AGREEMENT, and that this application is a business transaction that was initiated by the MERCHANT and/or any personal guarantor identified above. If applicable, MERCHANT agrees by its signature below to the American Express Opt-Blue® program AGREEMENT. BANK is not a party to these agreements and has no obligation or liability under such agreements. 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.

POS The undersigned MERCHANT agrees to pay Shipping & Handling on the initial shipment of the designated Free Terminal Program (FTP) equipment. If this agreement is terminated for any reason in less than three (3) years from the account approval date, MERCHANT agrees to return all provided equipment to SpotOn within thirty (30) days or will be subjected to a debit for the amount of \$995 as cost of each provided terminal and \$200 for the cost of each provided PINPad, if applicable. Merchant is responsible for any local sales or use tax on the cost of the equipment and will be debited separately once equipment is shipped.

Poynt and All Other Hardware The undersigned MERCHANT agrees to pay Shipping & Handling on the initial shipment of the designated Free Terminal Program (FTP) equipment. If this agreement is terminated for any reason in less than three (3) years from the account approval date, MERCHANT agrees to return all provided equipment to SpotOn within thirty (30) days or will be subjected to a debit for the amount of \$395 as cost of provided terminal and \$200 for the cost of provided PINpad. Merchant is responsible for any local Sales or Use Tax on the cost of the equipment and will be debited separately once equipment is shipped.

A \$10.00 fee will be charged per instance of chargeback and \$10.00 fee per instance of retrieval. The following fees will be passed through at Association's rate: 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 AVS 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.

Paragraph references and capitalized terms not defined in this paragraph are defined in the TERMS & CONDITIONS (@ www.spoton.com/privacy.html). A restocking fee of 35% of the retail price of the equipment will be charged on any equipment that is returned that is not in good condition for resale, as determined by SpotOn. Visit www.spoton.com/privacy.html for additional Terms & Conditions

SpotOn Use Only Multi-Merchant? Yes No

Approved & Accepted By Date Approved & Accepted By ("BANK") Date
SpotOn Transact, LLC, 300 California Street, SpotOn Transact, LLC, 300 California Street, 4th Floor, San Francisco, CA 94104 4th Floor, San Francisco, CA 94104