

Front Cover Sheet

Business (DBA): _____
Contact First Name: _____
Contact Last Name: _____
Business Address: _____
City: _____ Province: _____ Postal Code: _____
Business Phone #: _____
Rep Number: _____

Required for every app

- Complete Company Application – Signed application reflecting the current ownership.
- Complete Company Application Sales Worksheet (1 page)
- Sales rep must also sign the submitted by line
- PG (Personal Guarantee) or Business Financials
 - o Anytime a PG is signed, a SIN and/or DOB is required.
 - o If a Personal Guarantee is not obtained – Most current year 3rd Party (reviewed or audited) Financial Statements**. If financials are not prepared by a 3rd Party, Financial Statements must be accompanied with the same years Federal Income Tax Return
 - o Exception – Furniture companies must provide 2 years 3rd Party prepared Financial Statements.
- Business Verification – Acceptable proof of existence in lieu of Onsite Inspection shall include, *but not be limited to*, one of the following:

<i>Commonly Used Documents</i>	<i>Alternate Acceptable Documents</i>
<ul style="list-style-type: none">• “Certified” Articles of Incorporation;• Signed Operating Agreement;• Government Issued Business License;• Signed Partnership Agreement;• Signed Limited Partnership Agreement;• Signed Limited Liability Company Agreement;• Signed Articles of Organization;	<ul style="list-style-type: none">• Evidence of the public listing or annual report of the entity - For a publicly traded company• Signed Trust Instrument;• Signed Letter of Testamentary;• Signed Letter of Executorship;• Signed Articles of Association; or• Other Corporate AML Approved Documents.

Additional requirements as needed

Additional Requirements for Card Not Present Companies

- o 3 months of CURRENT all pages processing statements if currently processing

Additional Requirements for an Internet Company

- o Same Additional Requirements as *card not present company*
- o Internet Requirements
 - o Company’s name must be displayed on the website
 - o Clear posting of the Company’s Customer Service Telephone Number / email address
 - o Refund/Return policy
 - o Delivery methods and timing
 - o Privacy policy
 - o Products/Service prices listed
 - o Secure Checkout page

Additional Requirements for a Non-Profit Company

- o **Proof of tax exempt status**

** Business Financial Require – Balance Sheet, Income Statement, Statement of Cash Flow & Financial Notes.

Payment Processing Application



Preferred Language for Communications: English Currency: CAD

Sales Agent: Program: Partner: Partner Contact:

1 - Company Information

1A - DBA Information

DBA Name: Contact Name: DBA Address Type:
DBA Address 1 (No PO Box): DBA Address 2: City: Province:
Postal Code: Country of Business Formation: Country of Primary Business Operations*:

*If your business has operations in more than one country, please state the country which generates the highest revenue per annum.

Year Established: Length of Current Ownership: years months DBA Phone Number: DBA Fax Number:

GST Number: Email Address:

I agree to receive email communications from Paystone, including but not limited to product/service announcements, marketing information and other important notices. I understand that I can unsubscribe at any time.

Location Type: Shopping Centre/Mall Office Residence Separate Building Other

Does your company derive any revenue from Cannabis/Hemp? Cannabis/Hemp Revenue: \$

Does your entity have federally or provincially registered directors? ** If yes, supporting documentation (i.e., corporate profile report, incorporation information) that lists all directors is required

1B - Legal Information

Legal Name: Legal Address: City:
Province: Postal Code: Contact: Phone: Fax:
Legal Structure: Sole Proprietor Partnership Corporation Non-Profit Government

1C - Other Address

Shipping Mailing Location Name: Address: City:
Province: Postal Code: Contact: Phone: Fax:

2 - Principal Information

Principal 1 Beneficial Owner Authorized Signer Sole Proprietor Responsible Party Instructor

Percentage of Ownership: % Title: First Name: Middle Name: Last Name:

Home Address: City: State/Province: ZIP/Postal Code:

Country: Phone Number: DOB: Country(ies) of Citizenship:

Previous address if current address is less than 2 years

Home Address: City: State/Province: ZIP/Postal Code:

Email:

Principal 1 Identification A copy of the piece of ID is required

ID Type: Document Number: Issue Date: Expiry Date:

Issuing Country: Issuing Province: SIN Number:

Principal 2 Beneficial Owner Authorized Signer Responsible Party Instructor

Percentage of Ownership: % Title: First Name: Middle Name: Last Name:

Home Address: City: State/Province: ZIP/Postal Code:

Country: Phone Number: DOB: Country(ies) of Citizenship:

Previous address if current address is less than 2 years

Home Address: City: State/Province: ZIP/Postal Code:

Email:

Principal 2 Identification A copy of the piece of ID is required

ID Type: Document Number: Issue Date: Expiry Date:

Issuing Country: Issuing Province: SIN Number:

Has the business or any of its principals been part of any claims, lawsuits, or bankruptcies, or ever been terminated or suspended by another payment processor? Yes No

The customer has confirmed that there are no further principals with 25% or greater interest in the business. Initials: _____

3 - Bank Account

Deposit Account

Bank Name: _____ Transit No.: _____ Institution No.: _____ Account No: _____

Billing and Chargebacks

Check if same as deposit account

Bank Name: _____ Transit No.: _____ Institution No.: _____ Account No: _____

4 - Paystone Hub / Statements

The Paystone Hub is used for reporting and monthly statement delivery.

Contact Name: _____

Email Address for Hub Login: _____

Chargeback Delivery Method: _____

Retrieval Delivery Method: _____

5 - Processing Information

Average Sale: \$ _____

Highest Sale: \$ _____

Annual Number of High Sale Transactions: _____

Annual Revenue: \$ _____

Total Monthly Credit Card Sales: \$ _____

Credit, debit, and cash for account being onboarded

	Visa	Mastercard	Amex (JCB)	Interac
Monthly Volume				
No. of Transactions				

Description of Product/Services Offered: _____

MCC _____

Previous Processor: _____

When does the customer receive the product or service?

If not same day, _____ number of days (Including shipping time frame)

If seasonal, please check months CLOSED below.

(Client must contact service to deactivate and reactivate account)

January February March April May June July August September October November December

6 - Card Acceptance

All [Visa/Mastercard/Interac/UnionPay/Discover Cards (DI, BC CARD, Dina Card)/American Express (JCB)]

Visa Credit Visa Debit
Mastercard Credit Mastercard Debit
Discover (DI, JCB, PayPal Payment Device) Union Pay
Interac Debit American Express

Gift Card Program \$ _____
E-Gift Card Add-on: \$20/month
Must have Gift Card program
Transfer existing gift card data
Multi-location merchant

Omnicommerce Omnicommerce Must total 100%
100% Card Present Card Present %
100% Card Not Present Card Not Present %
100% Internet Internet %

Pricing category: _____

7 - Pricing Information

* Rates are for all card acceptance types selected. All assessment fees and interchange will be passed through at cost.

Enhanced Interchange Plus Flat Rate Billing method: _____

	Visa	Mastercard	Discover	UnionPay	Amex (JCB)
Qualified	%	%	%	%	%
Non-Qualified	%	%	%	%	%

Interac Debit: \$ _____ Interac Flash: +\$0.035 transactions \$0 - \$100
+\$0.055 transactions \$100.01 - \$250

Merchant Surcharge: \$ _____ x _____ %

Contactless Transactions (including Apple Pay and Google Pay) are enabled by default. Contactless specific fees apply for Interac only. Uncheck this box to opt out of accepting contactless transactions

Existing Amex Number: _____

Amex per transaction: \$ _____

Authorizations (Per auth)

Authorization Fee \$ _____ Settlement Fee \$ _____ Voice Auth with AVS \$ _____ Voice Referral \$ _____ Voice Operator Assisted \$ _____

Fees

Application (One time) \$ _____ Setup (One time) \$ _____ Account Maintenance (Per occur) \$ _____ NSF (Per occur) \$ _____ Chageback (Per occur) \$ _____
Monthly (Per month) \$ _____ Monthly Minimum (Per month) \$ _____ PCI Security (Per month) *Other fees may apply
 PCI Plus: \$ _____ *For e-commerce or virtual terminal only
 Safe-T: \$ _____ *For all card present accounts

Initials: _____

8 - Software and Equipment Add-ons

Any hardware or equipment provided as a component of the data transmission solution services may be new or refurbished and is dependent upon available inventory at the time of customer selection. All refurbished hardware or equipment has been inspected and approved for use prior to any redeployment. Services provided for collection and transmission of payment data are billed on a monthly basis and may be terminated by the Company or Elavon at any time. Any hardware or equipment provided for use within the data transmission solutions shall be returned upon termination of such services or the termination of the card processing services provided by Elavon.

8A - Smart Terminals

Newland N910

Newland N910 Solution Service Purchase \$ _____ each Quantity:

Fee Per Month

Poynt Smart Terminal

Poynt C Solution Service Purchase \$ _____ each Quantity:

Fee Per Month

SIM

Quantity: Telus Bell Rogers * Additional wireless fee: \$15/month, per terminal, per SIM

Dynamic Currency Conversion (DCC)

DCC Conversion Rate: 3.75%

DCC Rebate Rate: 1.55%

DCC Exchange Rate Source: US Bank

Peripherals

Cash Drawer (Star 1616 - CAN) Solution Service Purchase

\$ _____ each Quantity:

Printer (Star 654 - CAN) Solution Service Purchase

\$ _____ each Quantity:

Newland N910 Docking Station Solution Service Purchase

\$ _____ each Quantity:

8B - Terminals

Ingenico Desk/5000

Desk/5000e (Ethernet only) Solution Service Purchase Semi-integrated

Fee Per Month

\$ _____ each Quantity:

Desk/1500 Pin Pad Solution Service Purchase

Fee Per Month

\$ _____ each Quantity:

Ingenico Move/5000

Wi-Fi Solution Service Purchase Semi-integrated \$ _____ each Qty:

Fee Per Month

Bluetooth with COMM Base Solution Service Purchase \$ _____ each Qty:

Fee Per Month

4G Cellular Solution Service Purchase \$ _____ each Qty:

Fee Per Month

* Additional wireless fee: \$15/month, per terminal, per SIM

Telus Bell Rogers

Comments: (If terminal is being re-programmed, provide qty and model)

8C - Integrated Solutions

Point of Sale (POS)

POS System:

Version:

8D - Gateways

Converge

Bambora

Billed by Bambora
\$15/mnth, \$0.05/ transaction

Authorize.Net

Billed by Auth.net
\$20 USD Monthly
\$0.05 USD/ transaction
\$0.05 USD/ batch

Tearsheet Only

Virtual Terminal (Card not present)

E-commerce (Internet)

Website (required):

Options:

Multi Currency

3D Secure 2.0 - (Add'l \$0.02 per auth applies)

Tokenization

Converge Billing & Invoicing
Add \$20 (prerequisite tokenization & e-commerce)

Automatic Card Updater
Add \$20 (setup fee: \$450 + \$0.25 per match)

Paystone Billed Fees:

Setup Fee: \$

Monthly Fee: \$

Converge Virtual Terminal must be selected.

Link/2500

Lane/3000

Lane/5000

Solution Service Purchase

Fee Per Month

\$ _____ each Quantity:

8E - Talech

talech

Standard License Quantity:

\$69.95/month for the first device
\$39.95/month for each additional device

Premium License Quantity:

\$89.95/month for the first device
\$49.95/month for each additional device

Online Ordering Quantity:

\$49.95/month

Initials: _____

9 - Terms, Conditions, and Pre-Authorized Debit

By signing below, you agree to be bound by the terms and conditions of this Application, the related Terms and Conditions found online at <https://www.Paystone.com/legal> and Paystone's Privacy Policy found online at <http://www.Paystone.com/legal> (collectively, the "Terms and Conditions"). Capitalized terms not defined herein will have the meaning ascribed to them in the Terms and Conditions. In the event of a conflict between the Terms and Conditions of this Pay Application and the Terms and Conditions, the Terms and Conditions shall govern. (edited)

Pre-Authorized Debit (PAD) This PAD is for: Personal Use Business Use

By signing this Pre-Authorized Debit (PAD) Agreement, you authorize Paystone Inc. ("Paystone") and your bank or credit card company to periodically debit or charge the account identified in this Payment Processing Application (the "Application") the full monthly amount incurred by you from time to time in respect of any recurring monthly fees and/or charges for services provided by Paystone or its affiliates or service providers, both fixed and variable, including all taxes, under the Application. Regular monthly payments for the full amount of services provided will be debited from your specified account monthly within the first five (5) business days of the month. Paystone will send you invoices, including the amount and date of each PAD within 7 business days of withdrawal. By signing this PAD you further authorize Paystone and your bank or credit card company to periodically debit or charge the account identified in the Application for any one-time sporadic debits or charges of any kind (including, without limitation, a "catch-up" payment on previous outstanding fees, NSF charges and/or administration fees) as authorized by you. You acknowledge and agree that the amount of any said sporadic debit or charge may increase or decrease over time due to changes in usage, rates, taxes and adjustments. In the event of a non-sufficient funds withdrawal ("NSF"), Paystone will automatically charge your account pursuant to this PAD and will apply an administrative charge of \$45.00 per attempt or the maximum amount permitted by law, including Paystone's costs and expenses, whichever is less, to returned payments or credit card charges. You acknowledge that all account information in this PAD and in the Application is accurate and you agree to inform Paystone, in writing, of any change to your account information within ten (10) business days of such change. You waive your right to pre-notification of the amount of the PAD and agree that you do not require advance notice of the amount of PADs before the debit is processed. This PAD is to remain in effect until Paystone has received written notification from you of your change and/or termination of this PAD. This written notification must be received at least ten (10) business days before the next debit is scheduled to the following address: Paystone Inc. 3200 Wonderland Road S., London, Ontario, N6L 1A6, Attn: Finance Department. You may obtain a sample cancellation form or more information about your right to cancel at your financial institution or by visiting www.cdnpay.ca. Paystone may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least 10 days prior written notice to you. You have certain recourse rights if any debit does not comply with this PAD. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD. To obtain more information about your recourse rights, contact your financial institution or visit www.cdnpay.ca.

BY SIGNING THIS AUTHORIZATION, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE WITH THE ABOVE TERMS AND CONDITIONS AND ALL OF THE PROVISIONS OF THIS PAD.

Authorized Signature (Principal 1) _____ Name (please print) _____ Date _____

Authorized Signature (Principal 2) _____ Name (please print) _____ Date _____

Personal Guarantee

To induce Paystone to enter into this Payment Processing Application (the "Application"), the undersigned (if more than one, each of them, jointly and severally, or, for purposes of the Province of Quebec, solidarily) hereby personally, irrevocably and unconditionally guarantees to Paystone, and its successors and assigns, the full, prompt, and complete payment and performance of all obligations of the Merchant to Paystone and its successors and assigns, whether arising before or after termination of the Merchant Agreement. This guarantee shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the Merchant Agreement made by or agreed to by Paystone, and/or Merchant. I/We waive all benefits of division and discussion and the right to be subrogated in the rights of Paystone (and their successors and assigns) until Paystone (and their successors and assigns) has received payment in full of all obligations of the Merchant to each of them.

I/We hereby waive any notice of acceptance of this Personal Guarantee, notice of nonpayment or nonperformance of any provision of the Merchant Agreement by Merchant, and all other notices or demands regarding the Merchant Agreement. I/We have been given full opportunity to seek legal counsel, and have read, understand, and agree to be bound by the Terms and Conditions of Merchant Agreement and this Personal Guarantee.

Authorized Signature (Guarantor 1) _____ Name (please print) _____ Date _____

Authorized Signature (Guarantor 2) _____ Name (please print) _____ Date _____

Initials: _____

BUSINESS NUMBER AND BUSINESS TYPE

BUSINESS NUMBER: ID#:

SOLE PROPRIETOR C CORPORATION S CORPORATION PARTNERSHIP UNINCORPORATED ASSOCIATION

TAX EXEMPT ORGANIZATION (INCLUDE DOCUMENTS THAT SUPPORT EXEMPT STATUS) GOVERNMENT TRUST ESTATE

LIMITED LIABILITY COMPANY – TAX CLASSIFICATION (D=DISREGARDED ENTITY, C=C CORPORATION, S=S CORPORATION, P=PARTNERSHIP): (If LLC, Please indicate D, C, S, or P)

POWER TO BIND RESOLUTION

This section is used identify who has the authority for the Business Legal Entity to establish, document and operate the payment and card processing accounts and the related services provided by Elavon Canada Company (referred to herein as "Elavon").

Resolution of the Directors/Managers/Members:

_____ Name of the Business Legal Entity

_____ Doing Business As (DBA) or Trade Name

Resolved that:

1. The Business Legal Entity identified above is authorized to enter into and perform its obligations under this Company Application, the Terms of Service and the Operating Guide (as defined below), (collectively the "Agreement") with Elavon and its affiliated entities in providing the payment and card processing, authorization, settlement and funding services to the Business Legal Entity.

2. Authorized Signing Officer(s) Designations:

or any of them (each being an "Authorized Signing Officer") is authorized for and on behalf of the Business Legal Entity from time to time to:

- (a) Execute (under corporate seal or otherwise) and deliver to Elavon on behalf of the Business Legal Entity the following documents (the "Documents"): (i) each Agreement; (ii) such other instruments, agreements, security documents, powers of attorney, certificates, instructions, directions, acknowledgements, declarations, pledge and security agreements, undertakings and other documents as may be required by Elavon or as, in the director's or officer's opinion, may be necessary or desirable to complete and give effect to the payment and card processing transaction services contemplated by each Agreement and the other documents contemplated by this resolution; and
- (b) Do all other things as in their opinion may be necessary or desirable to complete and give effect to the establishment and maintenance of the payment processing relationship contemplated by the Documents.

3. Any Document executed by an Authorized Signing Officer pursuant to this resolution shall be in such form as the officer or director (if applicable) may approve, and the execution of a Document shall be conclusive evidence that the form has been approved and that the execution and delivery of the Document has been authorized by this resolution. The execution and delivery to Elavon by any person who is an Authorized Signing Officer of the Corporation of any of the Documents before passing of this resolution are ratified, adopted and confirmed by the Business Legal Entity identified herein as of the date of execution and delivery. This resolution shall be communicated to Elavon and shall continue in force as between the Business Legal Entity and Elavon until express written notice to the contrary has been provided to Elavon.

Certification:

The undersigned hereby certified that (a) he/she is an officer or authorized representative of the Business Legal Entity identified herein with knowledge of the matters set forth herein, (b) the resolution set forth above is a true copy of a resolution of the directors, managers or managing partners (as may be applicable) of the Business Legal Entity, which was duly passed in a manner authorized by law and in conformity with the articles, by-laws and/or other constating or organizational documents of the Business Legal Entity and (c) such resolution is now in full force and effect without amendment and (d) is the only resolution of the directors specifically dealing with the subject matter of the resolution.

SIGNATURE OF AN EXECUTIVE OFFICER/MANAGING PARTNER/MEMBER: X

SIGNATURE OF THE BUSINESS LEGAL ENTITY SECRETARY/EXECUTIVE REPRESENTATIVE: X

DATE:

COMPANY REPRESENTATIONS AND CERTIFICATIONS

Company Representations and Certifications. By signing below, the applicant company ("Company") and its representative(s) represent and warrant to Elavon Canada Company, doing business as Elavon Canada ("Elavon"), U. S. Bank National Association Canadian branch ("VISA Member"), if we provide VISA services to you, Elavon Canada Company ("MasterCard Member"), if we provide MasterCard services to you, Elavon Canada Company ("Discover Member"), if we provide Discover services to you, and Elavon Canada Company ("Union Pay Member"), if we provide Union Pay services to you. (VISA Member, MasterCard Member, Discover Member, and Union Pay Member shall each be referred to as a "Member", collectively the "Members", and Elavon and the Members shall be collectively referred to as "we", "our" or "us") that (i) all information provided in this company application ("Company Application") is true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of Company; and (ii) the persons signing this Company Application are duly authorized to bind Company to all provisions of this Company Application and the Agreement. Further, by signing below, Company and its representative(s) agree that Company is subject to the terms and conditions set forth in the Terms of Service ("TOS"), including when leasing equipment, and has had an opportunity to review such terms. **The TOS contains a binding arbitration provision that affects Company's legal rights and should be reviewed prior to signing this document.**

The signature by an authorized representative of Company on the Company Application, or the transmission of Transaction Receipt or other evidence of a Transaction to us, shall be the Company's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Company Application, the TOS and the Operating Guide each of which is incorporated herein by this reference and located at our website at [https://www.mypaymentsinsider.com/api/file/157714/1/Terms%20of%20Service%20\(en_CA\).pdf](https://www.mypaymentsinsider.com/api/file/157714/1/Terms%20of%20Service%20(en_CA).pdf) and https://www.mypaymentsinsider.com/api/file/c/Operating_Guide_English, respectively. If Company does not have access to view the TOS or Operating Guide at our website please contact our Company customer service centre at 1-866-310-3345 to obtain a copy and review prior to signing this document. Company agrees to comply with the Agreement and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Company Application, have the same meaning ascribed to them in the TOS and Operating Guide.

Company agrees to establish and maintain sufficient funds in a designated bank account to accommodate all transactions including, but not limited to, Chargebacks, returns, adjustments, fees, fines, penalties and any other payments due under the Agreement. In addition to the fees set forth in the Company Application, you will pay fees to Elavon at the then current rates for account maintenance (e.g., dda/dba changes), special processing, retraining, equipment swaps and research including, but not limited to, research required to respond to any third party or government subpoena, levy or garnishment on your account. Company authorizes us to credit/debit such account as necessary to effect all such payments, agrees that all such debits are pre-authorized debits for business purposes as defined under Rule H1 of the Canadian Payments Association Rules and agrees to hereby waive the right to receive advance notice from us of any and all debits made by us from such account or any other account maintained by Company at any financial institution.

Company understands that we may take any or all of the following actions if considered necessary by us to protect ourselves from financial loss: establish, or require Company to establish, a reserve account; impose a processing limit or cap on the dollar amount of sales transactions that we will process for Company, which may be changed from time to time with or without notice to Company; establish holdback periods on payments to be made to Company; and/or suspend the processing of sales drafts for as long as necessary to investigate suspicious, unusual or excessive deposit or transaction activity.

All companies must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS") and to validate PCI DSS compliance on an annual basis. Any company that has not validated PCI DSS compliance within ninety (90) days of account approval will be charged a monthly non-compliance fee of \$20 until Elavon is provided with validation of PCI DSS compliance. For any time after the ninety (90) days following account approval, if Company validates PCI DSS by the 25th day of a month, Company will not be charged the monthly non-compliance fee for the 12 months starting with the month of validation (e.g., if Company validates compliance by the 25th of March, it will not pay a non-compliance fee from March through February of the following year). Following the end of each annual PCI DSS compliance validation period, Company will have to the 25th of the following month to validate compliance or Company will be required to pay the monthly non-compliance fee until Company again validates compliance.

Company understands that an authorization code is not a guarantee of acceptance or payment of a Transaction. Receipt of an authorization code does not mean that company will not receive a Chargeback for that Transaction.

Company, its representative(s) and each person whose information is on this Company Application authorizes us prior to our acceptance of this Company Application and from time to time thereafter, for the purposes of facilitating the provision of our services to Company, to (i) investigate the individual and business history and background of Company, each such representative, each such person and any other officers, partners, proprietors, and/or owners of Company (collectively, the "Company Parties"); (ii) obtain credit reports, financial information or other background investigation reports on each of the Company Parties from our affiliates, credit agencies, other financial institutions, telecommunications providers, and references provided by the Company Parties that we consider necessary to review the acceptance and continuation of this Company Application; (iii) use any personal information provided by the Company Parties in this Company Application or otherwise obtained by us under any other provision of this paragraph to respond to any further application for our services; (iv) facilitate the provision of our services by sharing such personal information and the results of our enquiries or investigations with our third party service providers, credit and debit card issuers, credit and debit card networks, credit agencies, governmental taxation authorities and similar parties; (v) use such personal information to investigate potentially fraudulent or questionable activities regarding the Company's account(s) or the use of our services; (vi) use such personal information for reporting purposes under credit or debit card network rules or regulations and to debit and credit card issuers, financial institutions or other credit or debit card related entities; (vii) use such personal information to offer products and services to the Company Parties that might be beneficial; (viii) use or disclose such personal information in the course of any actual or potential sale, reorganization, amalgamation or other change to our business; and (ix) collect, use and disclose such personal information from the Company Parties when required or permitted by law, including maintaining such personal information outside the borders of the Commonwealth of Canada, which may be accessed by the courts, law enforcement, and national security authorities.

This Company Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Company Application. Delivery of executed counterparts of this Company Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Company Application shall constitute a signed original. The parties hereby acknowledge that they have required the Agreement and all related documents to be drawn up in the English language. Les parties reconnaissent avoir demandé que les présents contrats ainsi que les documents qui s'y rattachent soient rédigés en langue anglaise.

American Express Acceptance Program (Acceptance Program). If Company has elected to accept American Express® Transactions (as indicated in the Card Acceptance section of this Company Application), in addition to all other terms of this Agreement, Company agrees to the Acceptance Program terms of the TOS. By signing below or by accepting a Transaction initiated with an American Express® Payment Device, Company expressly authorizes Elavon to submit American Express® Transactions to, and to receive settlement funds from, American Express on Company's behalf. Company or Elavon may terminate Company's acceptance of American Express® Payment Devices at any time, with or without cause, without affecting Company's rights and obligations pursuant to the remainder of this Agreement. Company acknowledges that, if at any time Company is no longer qualified to participate in the Acceptance Program, Company may be enrolled in the standard American Express® card acceptance program, which may have different terms and conditions than the Acceptance Program, and Company's acceptance of American Express® Payment Devices pursuant to this Agreement will be terminated. Company acknowledges that American Express is an intended third-party beneficiary of this Agreement, solely with respect to the terms and conditions applicable to Company's acceptance of American Express® Payment Devices, and that American Express has the right to enforce such terms and conditions directly against Company. Company agrees to accept JCB payment devices if enrolled, when acceptance functionality becomes available in Canada in 2017, upon the terms and conditions governing such acceptance. Full terms can be reviewed in the Program Merchant Guide at the following link: www.americanexpress.ca/merchantguide.

By signing below, Company represents and warrants that it has obtained and read in full the TOS and the Operating Guide available at [https://www.mypaymentsinsider.com/api/file/157714/1/Terms%20of%20Service%20\(en_CA\).pdf](https://www.mypaymentsinsider.com/api/file/157714/1/Terms%20of%20Service%20(en_CA).pdf) and https://www.mypaymentsinsider.com/api/file/c/Operating_Guide_English or available from our customer service centre at 1-866-310-3345 prior to signing this Company Application and that it agrees with the terms thereof.

By signing this document below you are agreeing on behalf of the Company to a binding arbitration provision set forth in the TOS and expressly incorporated herein.

The Company Parties also authorize any person or credit reporting agency to compile information to answer credit inquiries made by us and to furnish that information to us.

I/We agree to receive Elavon Canada Company's email messages, newsletters, updates, and promotions regarding our product and services at the provided address. I/We recognize that we may withdraw our consent at any time by providing notice to Elavon Canada Company. In addition, I/we acknowledge that we will still receive important service notifications that impact our ability to accept payments, such as security updates or software downloads. In addition, by signing this Company Application, I hereby certify that to the best of my knowledge, the information provided about me, the name and address provided for the above named Company, and the information provided about the beneficial owner(s) and/or the individual with control over the above named company is complete and accurate.

SIGNATURE: X	PRINTED NAME:	TITLE:	DATE:
SIGNATURE: X	PRINTED NAME:	TITLE:	DATE:

SUBMITTED BY (SALES USE ONLY)

To the best of my knowledge, I certify that the information provided in this Company Application was provided by the Company and is true, complete and accurate. I further certify that the signatures were provided by the Company's owner(s) or officer(s), as appropriate.

SALES REP SIGNATURE: X	PRINTED NAME:	REP ID #:	DATE:
REP PHONE #:	REP EMAIL:		

PERSONAL GUARANTY		
<p>As a primary inducement to us to accept this Company Application, the undersigned Guarantor(s), by signing the Company Application, jointly and severally, and in Quebec solidarily, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Company of each of Company's duties, debts, liabilities and obligations to us (including, without limitation, in respect of Chargebacks and obligations in connection with Leased Equipment, if applicable) pursuant to the Company Application and Agreement, as may be amended from time to time, with or without notice (collectively, the "Obligations"). Guarantor(s) agrees that this is a continuing guarantee and that Guarantor(s)' liability will not be discharged, affected or released by (a) any event which results in Company not being under a legal obligation to make any payment or perform any Obligation, or (b) any event which results in Guarantor(s) not being under a legal obligation to make any payment or perform any obligation hereunder including by the Guarantor(s)' death or legal incapacity. Guarantor(s) understand further that we may proceed directly against Guarantor(s) without first exhausting our remedies against any other person or entity responsible therefore to them or any security held by us or Company. Guarantor(s) renounces the benefit of discussion and division. This guarantee will bind all heirs, administrators, estate trustees, representatives, permitted successors and assigns of Guarantor(s) and may be enforced by or for the benefit of any of our successors. Guarantor(s) understand that the inducement to us to accept this Company Application is consideration for the guarantee and that this guarantee remains in full force and effect even if the Guarantor(s) receive no additional benefit from the guarantee. Each of this guarantee, the Company Application and the Agreement is a business agreement and any limitation period is expressly excluded and waived entirely. Guarantor(s) acknowledges that this guarantee is a summary of the guarantee provisions in the TOS (defined above), agrees that this guarantee is subject to the terms and conditions set forth in the TOS and, by signing below, represents and warrants that it has obtained and read in full the TOS available at https://www.mypaymentsinsider.com/api/file/157714/1/Terms%20of%20Service%20(en_CA).pdf or available from our customer service centre at 1-866-310-3345 prior to signing below and that it agrees with the terms thereof.</p> <p>The undersigned hereby authorizes any credit reporting agency or bureau to furnish us upon our request with a credit bureau report that relates to the undersigned.</p>		
SIGNATURE: X	PRINTED NAME:	DATE:
SIGNATURE: X	PRINTED NAME:	DATE:

ADDITIONAL INFORMATION

The W-8BEN form (and W-8IMY form for partnerships) establishes your non-US status. (US citizens/residents must complete the section designated for US citizens and residents)

Form W-8BEN - Non-US Entities/Citizens/Residents – Required (additional Partners must complete the additional W-8BEN form)

<input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Disregarded Entity <input type="checkbox"/> Partnership <input type="checkbox"/> Simple Trust <input type="checkbox"/> Grantor Trust <input type="checkbox"/> Complex Trust <input type="checkbox"/> Estate <input type="checkbox"/> Government <input type="checkbox"/> International Organization <input type="checkbox"/> Central Bank of Issue <input type="checkbox"/> Tax-exempt organization <input type="checkbox"/> Private Foundation			
For Partnership, please indicate % of ownership represented by this beneficial owner: _____ %			
Note: Beneficial owner and residence address below should reflect that of the business' legal entity. For Individuals/Sole Proprietors, this should always be the owner's information (name and address). For definitions of beneficial owner and permanent residence address, see below.			
Beneficial Owner (ownership):		Country of incorporate or organization:	
Permanent residence address (No PO boxes or in-care-of addresses):			
City, province, postal code		Country (do not abbreviate):	
Mailing Address (if different than above)			
City, province, postal code		Country (do not abbreviate):	
Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:			
1. I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates			
2. The beneficial owner is not a US person			
3. The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, and			
4. For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.			
Furthermore, I authorized this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.			
Signature: X	Printed Name:	Title/Capacity:	Date:

Form W-8IMY - Partnerships – Required

Individual/Organization acting as intermediary:		Country of incorporate or organization:	
<input type="checkbox"/> Qualified Intermediary	<input type="checkbox"/> Nonqualified intermediary	<input type="checkbox"/> Nonwithholding foreign partnership	<input type="checkbox"/> Withholding foreign partnership
<input type="checkbox"/> Withholding foreign trust	<input type="checkbox"/> U.S. branch	<input type="checkbox"/> Nonwithholding foreign simple trust	<input type="checkbox"/> Nonwithholding foreign grantor trust
Permanent residence address (No PO boxes or in-care-of addresses):			
City, province, postal code		Country (do not abbreviate):	
Mailing Address (if different than above)			
City, province, postal code		Country (do not abbreviate):	
I certify that the entity identified above:			
<ul style="list-style-type: none"> Is a nonwithholding foreign partnership, a nonwithholding foreign simple trust, or a nonwithholding foreign grantor trust and that the payments to which this certificate relates are not effectively connected, or are not treated as effectively connected, with the conduct of a trade or business in the United States, and Is using this form to transmit withholding certificates and/or other documentary evidence and has provided or will provide a withholding statement, as required. 			
Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income for which I am providing this form or any withholding agent that can disburse or make payments of the income for which I am providing this form.			
Signature: X			Date:

Form W-8BEN must be signed and dated by the beneficial owner of the income, or, if the beneficial owner is not an individual, by an authorized representative or officer of the beneficial owner.

Beneficial owner. For payments other than those for which a reduced rate of withholding is claimed under an income tax treaty, the beneficial owner of income is generally the person who is required under U.S. tax principles to include the income in gross income on a tax return. A person is not a beneficial owner of income, however, to the extent that person is receiving the income as a nominee, agent, or custodian, or to the extent the person is a conduit whose participation in a transaction is disregarded. In the case of amounts paid that do not constitute income, beneficial ownership is determined as if the payment were income. Foreign partnerships, foreign simple trusts, and foreign grantor trusts are not the beneficial owners of income paid to the partnership or trust.

Permanent residence address. Your permanent residence address is the address in the country where you claim to be a resident for purposes of that country's income tax. Do not show the address of a financial institution, a post office box, or an address used solely for mailing purposes. If you are an individual who does not have a tax residence in any country, your permanent residence is where you normally reside. If you are not an individual and you do not have a tax residence in any country, the permanent residence address is where you maintain your principal office.

US persons including US citizens and residents Only - Required

Business Type: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Unincorporated Association <input type="checkbox"/> Tax Exempt Organization (include documents that support Exempt Status) <input type="checkbox"/> Government <input type="checkbox"/> Trust <input type="checkbox"/> Estate <input type="checkbox"/> Limited Liability Company – Tax Classification (D=disregarded entity, C=corporation, S=S Corporation, P=partnership): (If LLC, please indicate D, C, S or P)			
Note: Name (of business) as shown on your business income tax returns. For Sole Proprietors, this should always be the owner's name.			
Legal Business Name:			
Legal Business Address (No PO BOX):			TIN (Social Security #):
City:	State:	Zip Code:	TIN (Employer Identification #):

SALES WORKSHEET

TERMINAL PROGRAMMING REQUIREMENTS			
TERMINAL DESCRIPTION:		# OF TERMINAL IDS:	
ENVIRONMENT:			
<input type="checkbox"/> RETAIL (AUTO CLOSE DEFAULT)	<input type="checkbox"/> QUICK CLOSE	<input type="checkbox"/> TERMINAL AUTO CLOSE	<input type="checkbox"/> TIP FUNCTION WAITER (RTL) <input type="checkbox"/> TIP FUNCTION CASHIER (RTL)
<input type="checkbox"/> RESTAURANT (QUICK CLOSE DEFAULT)	<input type="checkbox"/> CASH BACK PIN DEBIT	<input type="checkbox"/> SEMI INTEGRATED	<input type="checkbox"/> SERVER PROMPT <input type="checkbox"/> TIP FUNCTION WAITER <input type="checkbox"/> TIP FUNCTION CASHIER <input type="checkbox"/> FINE DINING <input type="checkbox"/> INGENICO PAY AT TABLE
<input type="checkbox"/> CARD NOT PRESENT (AUTO CLOSE DEFAULT)	<input type="checkbox"/> QUICK CLOSE	<input type="checkbox"/> TERMINAL AUTO CLOSE	
<input type="checkbox"/> LODGING (QUICK CLOSE DEFAULT)			
CUSTOM PROMPTS: <small>(ADDED DURING TRAINING)</small>		<input type="checkbox"/> INVOICE PROMPT	<input type="checkbox"/> B TO B (PROMPT ALL) <input type="checkbox"/> TAB FUNCTION
TRAINING INFORMATION:	TRAINING CONTACT:	TRAINING PHONE #:	
MULTI-MID REQUEST			
<input type="checkbox"/> MULTI MID REQUEST:	NEW COMPANY RELATIONSHIP	DBA:	MID RANK ORDER* (1,2,3...):
	EXISTING COMPANY RELATIONSHIP:	EXISTING MID:	
<small>* NOTE: IF THERE IS AN EXISTING MID, THAT MID ALWAYS DEFAULTS AS THE MASTER MID (OR MID #1)</small>			
BUSINESS VERIFICATION			
DOCUMENTARY IDENTIFICATION:			
DOCUMENT VALIDATION TYPE:		ISSUING STATE/PROVINCE:	ISSUING COUNTRY: Canada
DOCUMENT #:	ISSUED DATE:	EXPIRY DATE:	
LEGAL VERIFICATION			
DOCUMENTARY IDENTIFICATION:		EVIDENCE OF LEGAL STATUS:	
DOCUMENT VALIDATION TYPE:		ISSUING STATE/PROVINCE:	ISSUING COUNTRY: Canada
DOCUMENT #:	ISSUED DATE:	EXPIRY DATE:	
ON SITE INSPECTION			
HAVE YOU PHYSICALLY BEEN ON SITE? <input type="checkbox"/> YES <input type="checkbox"/> NO		IS COMPANY NAME AS IT APPEARS ON SIGNAGE? <input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE PHYSICAL SITE INSPECTED THE SAME AS THE DBA ADDRESS? <input type="checkbox"/> YES <input type="checkbox"/> NO		IS MERCHANDISE CONSISTENT WITH TYPE OF BUSINESS? <input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THIS A RETAIL LOCATION? <input type="checkbox"/> YES <input type="checkbox"/> NO			
BUSINESS LOCATED IN:	<input type="checkbox"/> SEPARATE BUILDING <input type="checkbox"/> PRIVATE RESIDENCE <input type="checkbox"/> SHOPPING CENTER/MALL <input type="checkbox"/> OFFICE BUILDING <input type="checkbox"/> KIOSK <input type="checkbox"/> OTHER (DESCRIBE):		
PERSON MET WITH:			
REP NAME:	REP #:	DATE:	
SPECIAL INSTRUCTIONS			