

# Payment Processing Application



Preferred Language for Communications:  English  French Currency:  CAD  USD

Sales Agent: \_\_\_\_\_ Program: \_\_\_\_\_ Partner: \_\_\_\_\_ Promo Code: \_\_\_\_\_

## 1 - Company Information

DBA Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_ DBA Address Type: \_\_\_\_\_  
DBA Address 1 (No PO Box): \_\_\_\_\_ DBA Address 2: \_\_\_\_\_ City: \_\_\_\_\_ Province: \_\_\_\_\_  
Postal Code: \_\_\_\_\_ Country of Primary Business Operations: \_\_\_\_\_ Country of Business Formation: \_\_\_\_\_  
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  
Legal Structure:  Sole Proprietor  Partnership  Corporation  Non-Profit  Government

## 2 - Other Address

Corporate  Shipping  Mailing  
Corporate or Location Name: \_\_\_\_\_ Address: \_\_\_\_\_ City: \_\_\_\_\_  
Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

## 3 - Principle Information

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

**Principle 1**  Beneficial Owner  Authorized Signer  Sole Proprietor  
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: \_\_\_\_\_

**Principle 1 Identification** A copy of the piece of ID is required

ID Type: \_\_\_\_\_ ID Number: \_\_\_\_\_  
ID Type: \_\_\_\_\_ Document Number: \_\_\_\_\_ Issue Date: \_\_\_\_\_ Expiry Date: \_\_\_\_\_  
Issuing Country: \_\_\_\_\_ Issuing Province: \_\_\_\_\_

**Principle 2**  Beneficial Owner  Authorized Signer  
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: \_\_\_\_\_

**Principle 2 Identification** A copy of the piece of ID is required

ID Type: \_\_\_\_\_ ID Number: \_\_\_\_\_  
ID Type: \_\_\_\_\_ Document Number: \_\_\_\_\_ Issue Date: \_\_\_\_\_ Expiry Date: \_\_\_\_\_  
Issuing Country: \_\_\_\_\_ Issuing Province: \_\_\_\_\_

## 4 - Business Verification

Anti-money laundering government mandates require us to provide documentary proof of existence. Please provide a copy of the approved document, in addition to completing this section of the application.

Document Type: \_\_\_\_\_ Document Number: \_\_\_\_\_  
Issuing Country: \_\_\_\_\_ Issuing Province: \_\_\_\_\_ Issue Date: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Initials: \_\_\_\_\_

## 5 - Paystone Hub

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

Email Address for Hub Login:

## 6 - 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:

When does the customer receive the product or service?

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

Previous Processor:

Reason for Leaving:

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

## 7 - 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, BC CARD, Dina Card)

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

Omncommerce

Omncommerce Must total 100%

100% Card Present

Card Present %

100% Card Not Present

Card Not Present %

100% Internet

Internet %

## 8 - 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

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

Authorization Fee: \$

PCI Security Other fees may apply

Settlement: \$

Standard: \$

Existing Amex Number:

Monthly Fee: \$

PCI Plus: \$

Monthly Minimum: \$

safe-t: \$

Amex per transaction: \$

\*Required with Poynt

Interac Debit: \$

Interac Flash: +\$0.035

Merchant Surcharge: \$ x 33%

Application Fee: \$

Setup Fee: \$

Membership Fee: \$

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

## 9 - 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:

Initials: \_\_\_\_\_

# 10 - Software and Equipment Add-ons

## 10A - Terminals

### Ingenico Desk/5000

Desk/5000e (Ethernet only)  Rent  Purchase  
\$ each Quantity:

Desk/1500 Pin Pad  Rent  Purchase  
\$ each Quantity:

### Ingenico Move/5000

Wi-Fi  Rent  Purchase \$ each Quantity:

Bluetooth with COMM Base  Rent  Purchase \$ each Quantity:

4G Cellular  Rent  Purchase \$ each Quantity:

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

Telus  Bell  Rogers

Comments:

## 10B - Poynt Smart Terminals

### Poynt Smart Terminal

Poynt V2  Rent  Purchase  
\$ each Quantity:

Poynt 3G  Rent  Purchase  
\$ each Quantity:

\* Additional \$15/month, per terminal for 3G  
\* Poynt HQ included

### Poynt 5 Smart Terminal

Poynt 5  Rent  Purchase  
\$ each Quantity:

Poynt 5 - 3G  Rent  Purchase  
\$ each Quantity:

\* Additional \$15/month, per terminal for 3G  
\* Poynt HQ included

### Dynamic Currency Conversion (DCC)

DCC Conversion Rate: 3.75%  
DCC Rebate Rate: 1.55%  
DCC Exchange Rate Source: US Bank

### Poynt Peripherals

<input type="checkbox"/> Smart Bundle: Cash Drawer + Compact Printer <input type="radio"/> Rent <input type="radio"/> Purchase \$ each Quantity:	<input type="checkbox"/> Cash Drawer (Epson 1616 - CAN) <input type="radio"/> Rent <input type="radio"/> Purchase \$ each Quantity:	<input type="checkbox"/> Printer (Epson M30 - CAN) <input type="radio"/> Rent <input type="radio"/> Purchase \$ each Quantity:	<input type="checkbox"/> Advanced Dock <input type="radio"/> Purchase \$ each Quantity:	<input type="checkbox"/> Power Sleeve <input type="radio"/> Purchase \$ each Quantity:
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## 10C - Integrated Solutions

### Point of Sale (POS)

POS System:

Version:

<input type="checkbox"/> Semi-Integrated <input type="checkbox"/> talech <input type="radio"/> Rent <input type="radio"/> Purchase	<input type="checkbox"/> Secure Table Pay + Move/5000 <input type="radio"/> Rent <input type="radio"/> Purchase	<input type="checkbox"/> Annual Site License
<input type="checkbox"/> Desk/5000 <input type="checkbox"/> Other \$ each Quantity:	\$ each Quantity:	\$
<input type="checkbox"/> Move/5000 <input type="checkbox"/> talech <input type="radio"/> Rent <input type="radio"/> Purchase	Wi-Fi 4G Cellular Bluetooth with COMM Base <input type="radio"/> Telus <input type="radio"/> Bell <input type="radio"/> Rogers	Quantity: Setup Fee: \$
<input type="checkbox"/> Other \$ each Quantity:	* Additional wireless fee: \$15/month, per terminal, per SIM	

## 10D - Gateways

<input type="checkbox"/> Converge	<b>Options:</b>	<b>Fees:</b>	<b>Converge Virtual Terminal must be selected.</b>
<input type="checkbox"/> Bambora \$25 billed by Paystone	<input type="checkbox"/> Virtual Terminal <input type="checkbox"/> Tokenization	Setup Fee: \$	<input type="checkbox"/> Link/2500
<input type="checkbox"/> Authorize.Net \$25 billed by Auth.net	<input type="checkbox"/> Mobile (Swiper sold separately) <input type="checkbox"/> E-commerce Website:	Monthly Fee: \$	<input type="checkbox"/> iPP320
	<input type="checkbox"/> Converge Billing & Invoicing Add \$20 (prerequisite tokenization & e-commerce) <input type="checkbox"/> Automatic Card Updater Add \$20 (setup fee: \$450 + \$0.25 per match)		<input type="radio"/> Rent <input type="radio"/> Purchase
			\$ each Quantity:

## 10E - talech

<input type="checkbox"/> Standard License Quantity: \$69.95/month for the first device \$39.95/month for each additional device	<input type="checkbox"/> Premium License Quantity: \$89.95/month for the first device \$49.95/month for each additional device	<b>talech Elo Package</b> Includes: Elo Pay Station (cash register, barcode scanner, iPad stand & printer). iPad not included. Note: Order integrated Desk/5000 and Move/5000 in section 10 C - Integrated Solutions. Quantity: \$ each (Separate lease agreement required)
<input type="checkbox"/> Online Ordering Quantity: \$49.95/month	<input type="checkbox"/> Purchase Quantity: \$ each	<input type="checkbox"/> Custom talech Order (Separate order form required)

Initials: \_\_\_\_\_

## 11 - Purchase Information

Total Purchase Amount: \$

### 1. Using your Bank Account

The total purchase amount will be billed on the first day of the upcoming month on your merchant statement.

### 2. Using your Credit Card

A purchase invoice including all purchased equipment will be emailed to the email address above. Follow the instructions to complete a credit card payment. If this invoice is not paid within 1 week of issuance, the Total Purchase Amount will be added to your monthly bill or withdrawn via PAD from your account.

Email Address:

Required

## 12 - Terms, Conditions, and Pre-Authorized Debit

By signing below, you agree to be bound by the terms and conditions of this Application and the related Terms and Conditions found online at <https://www.Paystone.com/legal/pay-terms-and-conditions>, and <http://Paystone.com/legal/hub-terms-of-service> and Paystone's Privacy Policy found online at <http://www.Paystone.com/privacypolicy> (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.

### 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](http://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](http://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 (Principle 1) \_\_\_\_\_ Name (please print) \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature (Principle 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)

**4 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 mandatory and binding arbitration provision that affects Company's legal rights and should be reviewed prior to signing this document.

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 or 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 associations, 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 association 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 when required or permitted by law.

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.merchantconnect.com/CWRWeb/pdf/TOS\_ENG.pdf and https://www.merchantconnect.com/CWRWeb/pdf/MOG\_Eng.pdf, 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.

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.

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., da/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 acknowledges that all fees for the services provided by Elavon pursuant to the Agreement will be billed by the Payment Partner as part of Company's Agreement with the Payment Partner. Notwithstanding anything in the Agreement to the contrary, Elavon may terminate this agreement immediately upon notice to Company if Elavon's Agreement with the Payment Partner regarding the provision and billing of such services terminates or expires, or if Company ceases to have an agreement with the Payment Partner.

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.

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.

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.

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.merchantconnect.com/CWRWeb/pdf/TOS\_ENG.pdf and https://www.merchantconnect.com/CWRWeb/pdf/MOG\_Eng.pdf, 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.

All companies must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS"). Elavon requires Level 4 companies (determined based on Transaction volume) to validate PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval. Company may be eligible for Data Breach Financial Assistance Coverage following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview for assistance details and conditions.

By signing this document below you are agreeing on behalf of the Company to a mandatory 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.

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,

Table with 4 columns: SIGNATURE: X, PRINTED NAME:, TITLE:, DATE: (repeated for two rows)

**5 PERSONAL GUARANTY**

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)'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)'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.merchantconnect.com/CWRWeb/pdf/TOS\_ENG.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.

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.

Table with 3 columns: SIGNATURE: X, PRINTED NAME:, DATE: (repeated for two rows)

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:		
FOR INTERNAL USE ONLY			
ACCEPTED BY ELAVON CANADA COMPANY:		DATE:	CAN-MSPBP-ELV-0720

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"> <li>• 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, <b>and</b></li> <li>• Is using this form to transmit withholding certificates and/or other documentary evidence and has provided or will provide a withholding statement, as required.</li> </ul>			
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**

<b>Business Type:</b> <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):	o TIN (Social Security #):