

MERCHANT APPLICATION



4100 Newport Place Drive Phone: 866-849-2445
 Suite 500
 Newport Beach, CA 92660 www.luqra.com

MID: _____

MCC: _____ Agent Code: _____ Agent Name: _____

Please carefully complete the Merchant Application and read the Terms and Conditions and other additional forms, as applicable to you, which together make up the Merchant Processing Agreement. **The Terms and Conditions can be viewed at www.luqra.com/tandc. Please retain the website to review the Terms and Conditions as well a copy of the Merchant Application for your records.** Luqra ("LQ") and Member Bank's acceptance of this Application will be made in a manner authorized in the Agreements and/or Terms and Conditions.

The account number assigned to the Merchant indicates the Bank accepted Merchant's offer to procure the Services.

IMPORTANT MEMBER BANK (ACQUIRER) RESPONSIBILITIES 1. A Visa or MasterCard Member is the only entity approved to extend acceptance of Visa or MasterCard products directly to a Merchant. 2. A Visa or MasterCard Member must be a principal (signer) to the Merchant Agreement. 3. The Visa or MasterCard Member is responsible for educating Merchants on pertinent Visa or MasterCard Operating Regulations with which Merchants must comply. 4. The Visa or MasterCard Member is responsible for and must settle funds with the merchant. 5. The Visa or MasterCard Member is responsible for all funds held in reserve that are derived from settlement.

Evolve Bank & Trust
 Triad Centre III
 6070 Poplar Avenue, Suite 200
 Memphis, Tennessee 38119
 866-395-2754

IMPORTANT MERCHANT RESPONSIBILITIES 1. Ensure compliance with cardholder data security and storage requirements. (To review requirements go to www.Visa.com, select Run Your Business, Visa Security, For Merchants, Explore CISP Website; go to www.MasterCard.com, select Merchants, Safety Security, Security Requirements, Learn about the PCI Data Security Standard; and/or contact our customer service team.) 2. Maintain fraud and chargeback ratios below thresholds. 3. Review and understand the terms of the Merchant Agreement. 4. Comply with Visa and MasterCard Operating Regulations. (Go to www.Visa.com, select Small Business and Merchants, select Operations and Risk Management, select Rules for Visa Merchants to view requirements. Go to www.MasterCard.com select Merchants, MasterCard Rules to view requirements.) The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the merchant understands some important obligations of each party and that the Visa or MasterCard Member (Acquirer) is the ultimate authority should the merchant have any problems.

SECTION 1 BUSINESS INFORMATION

Business Legal Name: (Must Match Business Tax Return Name)		Primary Contact Name:	
DBA Business Name:	<input type="checkbox"/> Check here if Corporate Headquarters	Website:	Customer Svc Email:
Business Location Address (NO PO BOX/PMB BOX):		Business Billing Address: (if different from location address)	
City, State, Zip:		City, State, Zip:	
Business Phone #:	Federal Tax ID # (9 Digits):	Contact Phone #:	Contact Email Address (REQUIRED):

SECTION 2 CERTIFICATION OF BENEFICIAL OWNER(S) WITH 25% OR MORE EQUITY INTEREST

BENEFICIAL OWNERSHIP INFORMATION: Provide the following information for each individual, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25% or more of the equity interest of the legal entity listed on this form. If no individual meets this definition, you must provide information below for at least one individual with significant responsibility for managing the legal entity listed on this merchant application 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. If appropriate, this individual may have beneficial ownership.

Ownership: Sole Prop. Corporation Partnership LLC Government (Federal/State/Local) Tax-Exempt Organization (501C)

#1 Owner/Officer/Principal Name:	Title:	DOB: (MM/DD/YY)	SSN #:	Passport # (Non-US Citizens):
Home Address:	City, State, Zip:	Cell Phone #: (Required)	Drivers License:	DL STATE: <input type="checkbox"/> Equity / Ownership % or <input type="checkbox"/> Controller
#2 Owner/Officer/Principal Name:	Title:	DOB: (MM/DD/YY)	SSN #:	Passport # (Non-US Citizens):
Home Address:	City, State, Zip:	Cell Phone #: (Required)	Drivers License:	DL STATE: <input type="checkbox"/> Equity / Ownership % or <input type="checkbox"/> Controller
#3 Owner/Officer/Principal Name:	Title:	DOB: (MM/DD/YY)	SSN #:	Passport # (Non-US Citizens):
Home Address:	City, State, Zip:	Cell Phone #: (Required)	Drivers License:	DL STATE: <input type="checkbox"/> Equity / Ownership % or <input type="checkbox"/> Controller
#4 Owner/Officer/Principal Name:	Title:	DOB: (MM/DD/YY)	SSN #:	Passport # (Non-US Citizens):
Home Address:	City, State, Zip:	Cell Phone #: (Required)	Drivers License:	DL STATE: <input type="checkbox"/> Equity / Ownership % or <input type="checkbox"/> Controller
#5 Owner/Officer/Principal Name:	Title:	DOB: (MM/DD/YY)	SSN #:	Passport # (Non-US Citizens):
Home Address:	City, State, Zip:	Cell Phone #: (Required)	Drivers License:	DL STATE: <input type="checkbox"/> Equity / Ownership % or <input type="checkbox"/> Controller

SECTION 3 BUSINESS PROFILE AND ASSUMPTIONS

Business Established Date:	Business State of Incorporation:	Monthly Volume (VISA/MC/DS):	Monthly Volume (AMERICAN EXPRESS®):	Average Ticket (VISA/MC/DS/AX):	Highest Ticket (VISA/MC/DS/AX):
<input type="checkbox"/> Ownership or Legal Entity Change <input type="checkbox"/> Additional Location		<input type="checkbox"/> Never Accepted Cards <input type="checkbox"/> Processor Change - How many processing statements are you including? _____			
1st location MID:					
% Card Present / Swipe	% Card Not Present / Keyed	% Moto	% Internet	Total 100%	% B2B
Detailed Description of Products/Services Sold:			REFUND POLICY (Check One): <input type="checkbox"/> No Refund <input type="checkbox"/> Merchandise exchange only <input type="checkbox"/> Refund in 30 days or less <input type="checkbox"/> Other: (explain) _____		
Seasonal Sales: <input type="checkbox"/> Yes <input type="checkbox"/> No	Closed Months: <input type="checkbox"/> JAN <input type="checkbox"/> FEB <input type="checkbox"/> MAR <input type="checkbox"/> APR <input type="checkbox"/> MAY <input type="checkbox"/> JUN <input type="checkbox"/> JUL <input type="checkbox"/> AUG <input type="checkbox"/> SEP <input type="checkbox"/> OCT <input type="checkbox"/> NOV <input type="checkbox"/> DEC				

SECTION 4 IMPORTANT DISCLOSURES MERCHANT ACKNOWLEDGES MEMBER BANK & MERCHANT RESPONSIBILITIES AND RECEIPT OF LQ'S DOCUMENTATION, WHICH INCLUDES MERCHANT PROCESSING AGREEMENT v7.2023

#1 Owner/Officer/Principal (Print Name)	#1 Owner/Officer/Principal (Signature)	Date of Signature:
	X	
#2 Owner/Officer/Principal (Print Name)	#2 Owner/Officer/Principal (Signature)	Date of Signature:
	X	

Merchant's Business Name (DBA): _____

SECTION 5 COMPLIANCE INFORMATION

Does the Merchant have a: <input type="checkbox"/> POS Terminal <input type="checkbox"/> 3rd party software application/gateway	If Third Party Software/Gateway, is it PCI DSS and/or PA DSS Compliant? <input type="checkbox"/> YES <input type="checkbox"/> NO Third Party Software/Gateway Vendor Name, Address, Phone #: _____
Have you been notified by VISA, Mastercard, or Discover® that you have been victim of a compromise of cardholder data? <input type="checkbox"/> YES <input type="checkbox"/> NO	If yes, have you completed remediation? <input type="checkbox"/> YES <input type="checkbox"/> NO
Do you store cardholder data? Paper: <input type="checkbox"/> YES <input type="checkbox"/> NO Electronic: <input type="checkbox"/> YES <input type="checkbox"/> NO	Does software store cardholder information? <input type="checkbox"/> YES <input type="checkbox"/> NO

All merchants must comply with the Payment Card Industry Data Security Standard ("PCI DSS"). Merchant is required to maintain the security of card data and to comply with the requirements of the PCI DSS. Merchant must validate its compliance with the PCI DSS and provide LQ with evidence that Merchant (a) has successfully completed a Self Assessment Questionnaire and scan(s), if applicable, and (b) is compliant with the PCI DSS. LQ has created the PCI Program (the "PCI Program") to assist merchants in securing card data and complying with PCI DSS. You are enrolled in the PCI Program and the applicable fees will be assessed in accordance with the terms of the PCI Program. Information and the applicable fees on the PCI Program are set forth in Section 15 of the Terms and Conditions. All gateway or other vendor supplied software must be compliant with the Payment Application Data Security Standard rules ("PA DSS").

SECTION 6 SITE INSPECTION INFORMATION

I represent and warrant that the information set forth in the application is true and accurate to the best of my knowledge. In addition, I hereby certify that (check which applies):

<input type="checkbox"/> I have physically inspected the business premises of the merchant at this address, personally confirmed the identity of the person listed in the Owner/Officer Information Section, and witnessed their signing of the Agreement.
<input type="checkbox"/> I have not physically inspected the business premises of the Merchant; but have verified the validity of the business using the outside sources and confirmed the identity of the person listed under the Owner/Officer Information section.

Does the business appear as represented? YES NO Is the business open and operating? YES NO Is the inventory consistent with the business type? YES NO

Location Type: Retail Store Front Office Building Residence Industrial Building Trade Show Mobile

Agent Name:	Agent Signature:	Date:
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SECTION 7 ADVERTISING, SALES AND DELIVERY- QUESTIONS 1-5 ARE REQUIRED FOR ALL MERCHANTS. 1-18 MUST BE ANSWERED FOR KEYED & INTERNET MERCHANTS.

1. Is the refund policy in writing and obvious to the cardholder/customer? <input type="checkbox"/> Yes <input type="checkbox"/> No, describe: _____	10. List the name(s) of Fulfillment Center, Contact Name, Address, and Phone # or Email Address, if any: _____
2. How does the customer purchase/order the product? <input type="checkbox"/> In Person <input type="checkbox"/> By Mail <input type="checkbox"/> By Phone <input type="checkbox"/> By Fax <input type="checkbox"/> Internet/Website	11. List the name(s) of shopping cart(s) or CRM provider(s), if any: _____
3. What is the delivery time frame of the product/service to the customer? <input type="checkbox"/> 0-7 days <input type="checkbox"/> 8-14 days <input type="checkbox"/> 15-30 days <input type="checkbox"/> 30+ days	12. List the name(s) of call center(s) providers, if any: _____
4. What percentage of your business is: _____ % Deposits / Future Services? _____ % Cash & Carry?	13. List the name(s) of chargeback management systems, if any: _____
5. In what geographic areas will the product(s) be marketed and sold?	14. At what point has the customer paid in full? <input type="checkbox"/> 100% Paid in Advance <input type="checkbox"/> 100% Paid upon delivery/completion
6. Who owns the product(s)? <input type="checkbox"/> Merchant <input type="checkbox"/> Vendor (Drop Ship Required)	15. When you receive an authorization, how long before the merchandise has shipped? <input type="checkbox"/> 0-7 days <input type="checkbox"/> 8-14 days <input type="checkbox"/> 15-30 days <input type="checkbox"/> 30+ days
7. Are customers required to provide deposit? <input type="checkbox"/> No <input type="checkbox"/> Yes _____ % Incremental Payments: _____ % _____ % _____ % _____ %	16. What shipping service do you use to deliver products to customers? <input type="checkbox"/> FedEx <input type="checkbox"/> UPS <input type="checkbox"/> USPS Postal Service <input type="checkbox"/> Other, specify: _____
8. List all third parties who have access to your cardholder data:	17. How do you advertise? <input type="checkbox"/> Catalog <input type="checkbox"/> TV/Radio <input type="checkbox"/> Direct Mail/Flyers <input type="checkbox"/> Internet <input type="checkbox"/> Other, specify: _____
9. List the name(s) / address(es) where the product is purchased: Choose all that apply: <input type="checkbox"/> Vendor <input type="checkbox"/> Merchant	18. What is your warranty/guaranty? <input type="checkbox"/> By merchant <input type="checkbox"/> By manufacturer <input type="checkbox"/> Other, specify: _____

SECTION 8 MERCHANT BANK ACCOUNT INFORMATION

In accordance with the terms set out in the Merchant Processing Agreement, funds will be transferred to/from the account as delineated. ACH can be performed by the following entities: Member Bank, LQ or any authorized agent of LQ. **PLEASE SUPPLY A VOIDED PREPRINTED CHECK OR BANK LETTER FOR EACH ACCOUNT REQUESTED**

Any Account Number indicated must be a valid account number for handling ACH deposits and withdrawals. If more than one account is indicated, Account #1 will be used for deposits and Account #2 will be used for withdrawals.

Routing #1	<input type="text"/>	Account #1	<input type="text"/>
Routing #2	<input type="text"/>	Account #2	<input type="text"/>

SECTION 9 UNLIMITED PERSONAL GUARANTY AND CREDIT INFORMATION AUTHORIZATION (NO TITLES)

PERSONAL GUARANTEE: In exchange for LQ's and Member Bank's acceptance of this Merchant Agreement, each person signing immediately below this paragraph (each such person, a "Guarantor") is signing this Merchant Agreement as a Guarantor of the Merchant identified on page 1 of the Merchant Agreement. By signing below, each Guarantor (i) accepts and agrees to be bound by the Continuing Unlimited Guaranty provisions starting in Section 11 of the Terms and Conditions, and (ii) acknowledges and confirms that, prior to signing, he or she received and read those Continuing Guaranty provisions. Each Guarantor individually authorizes LQ, Member Bank, and/or either of their representatives to conduct an initial and ongoing comprehensive credit investigation of him or her by utilizing a third-party credit reporting agency and/or to obtain a criminal background check. Guarantor acknowledges receipt of the Merchant Agreement, which is incorporated herein by reference as if fully set forth herein and has reviewed the Continuing Unlimited Guaranty provisions therein.

#1 Owner/Officer/Principal (Guarantor Name)	#1 Owner/Officer/Principal (Guarantor Signature)	Social Security #:	Date of Signature:
#2 Owner/Officer/Principal (Guarantor Name)	#2 Owner/Officer/Principal (Guarantor Signature)	Social Security #:	Date of Signature:

Merchant's Business Name (DBA): _____

SECTION 10 SCHEDULE OF FEES

APPLICATION TYPE: Tiered^A Flat Rate[¥] Cash Discount[¥] Interchange⁺ ERR[∞] CPVCNP[~] **DISCOUNT:** Daily Monthly

BUSINESS TYPE: Retail Restaurant Internet^{**} Mail/Telephone Order^{**}

VISA/MASTERCARD/DISCOVER (V/MC/D) Rate Category	Discount Rate	Transaction Fee	AMERICAN EXPRESS Rate Category*			Discount Rate	Transaction Fee	
Qualified	%	\$	Qualified		%	\$		
Mid-Qualified	%	\$	Mid-Qualified		%	\$		
Non-Qualified	%	\$	Non-Qualified		%	\$		
Qualified Debit NON PIN-Based (Same as V/MC/D Discount Rate if left blank)	% \$		Additional Services	Quantity	Transaction Fee	Setup Fee	Monthly Fee	Total Monthly Fee
			Wireless Terminal ^{6a}		\$	\$	\$	\$
Debit PIN-Based ⁴ EBT ⁵ <input type="checkbox"/> Cash Only	% \$		Virtual Terminal		\$	\$	\$	\$
			FNS #: _____					
Other Volume / Item Fees	%	\$						

Transaction fees are charged for all transaction authorization attempts. ⁴Debit Network Interchange, sponsorship, switch and gateway fee, and any miscellaneous fees will be assessed or allocated to Merchant at the then current rate determined in accordance with LQ's standard operating procedures. ⁵EBT See Schedule I of the Terms and Conditions for additional information.

^A**TIERED MERCHANTS ONLY - CARD ORGANIZATION FEES:** Commercial card transactions that do not meet the requirements to qualify for preferred rates will be assessed an additional fee of 0.50% (0.0050) on such sales volume. ⁶Regulated applies to all Qualified NON Pin debit transactions from issuers that are not exempt pursuant to 12 CFR Part 235, on Pin debit transactions from exempt issuers under the Qualified V/MC/D discount rate. ^{**}If the Retail Key Entered/MOTO/Internet/Dial Pay Business type is selected, Rewards cards will be charged a discount rate plus 0.11% (0.0011) on all transactions. LQ's processing fees and Card Brand interchange fees are included in the discount rate. All other Card Brand fees will be assessed or allocated to the Merchant at the then current rate determined in accordance with LQ's standard operating procedures.

[~]**CPVCNP - CARD ORGANIZATION FEES:** All fees are included in discount rate and transaction fee above, except fees related to International transactions, unless otherwise noted. Card Present transactions and Card Not Present transactions will be assessed accordingly.

⁺**INTERCHANGE MERCHANTS ONLY - CARD ORGANIZATION FEES:** Visa, MasterCard, American Express and Discover Interchange fees, assessments and other fees will assessed or allocated to Merchant at the then current rate determined in accordance with the Merchant at the standard rates determined in accordance with LQ's standard operating procedures.

[¥]**FLAT RATE MERCHANTS ONLY - CARD ORGANIZATION FEES:** All fees are included in discount rate and transaction fee above except fees related to International transactions, unless otherwise noted.

[∞]**ERR MERCHANTS ONLY CARD ORGANIZATION FEES:** Card transactions that do not meet the requirements to qualify for qualified rates will be downgraded and assessed additional fees on such sales volume deemed as Non-Qualified, Visa, MasterCard, Discover, and American Express Interchange fees, and assessments. All other Card Brand fees will be assessed or allocated to Merchant at the standard rates determined in accordance with LQ's standard operating procedures.

***AMERICAN EXPRESS:** Existing American Express Number YES NO If Yes, Existing American Express Account Number: _____
Estimated or Actual American Express Volume <\$1,000,000.00 YES NO If NO, Merchant is not eligible for the American Express Program.

SECTION 11 OCCURRENCE FEES

Account On File	/ month	Chargeback ³	/ each	Annual Fee	/ year	Regulatory	/ month
Batch Fee	/ each	Retrieval ³	/ each	PCI Annual Fee <input type="checkbox"/> \$ _____ (excludes breach insurance) <input type="checkbox"/> \$ _____ (includes \$50K breach insurance)	PCI Monthly Fee <input type="checkbox"/> \$ _____ (excludes breach insurance) <input type="checkbox"/> \$ _____ (includes \$50K breach insurance)		
Monthly Minimum	/ month	Additional Services	/ month				
Debit Access	/ month	Early Deconversion Fee ¹	/ each				

Return ACH(s) are subject to a \$25.00 fee for each occurrence. ³Applies to Visa and MasterCard as Discover and American Express are defaulted to \$35.00 each. ¹The initial term of the Merchant Agreement is 3 years and automatically renews for additional 3-year periods. If this Agreement is terminated prior to the expiration of the initial term or any renewal term, you will be subject to an Early Deconversion Fee ("EDF") in accordance with the terms of Section 7.B. of the Terms and Conditions. If limited by state law, these fees may be modified in accordance with Section 7.B. of the Terms and Conditions. ^{**}See PCI Program of the Terms and Conditions for additional information. ^{6a}See schedule II of the Terms and Conditions for additional information. Enrolled in electronic statements unless otherwise requested. You are responsible for any collection fees, legal fees, and other expenses we incur or may assess in recovering your delinquent amounts.

SECTION 12 PATRIOT ACT AND BACKGROUND AUTHORIZATION

To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. The undersigned entity(ies) and individuals hereby unconditionally authorize LQ and Member Bank or its agents to (i) investigate the information and references contained herein, and to obtain additional information about the Merchant and such individual(s) by pulling credit bureau and criminal background checks on the Merchant and its principals, including obtaining reports from consumer reporting agencies on individuals signing below as an owner or general partner of Merchant, or providing their Social Security Number on the Application (if such individual asks LQ or Member Bank whether or not a consumer report was requested, LQ and/or Member Bank will tell such individual and, if LQ and/or Member Bank received a report, LQ and/or Member Bank will give the individual the name and address of the agency that furnished it and (ii) update such information periodically throughout the terms of service of the Merchant Agreement. By providing your SSN and signing this Application, you, in your individual capacity, unconditionally authorize LQ and Member Bank to obtain your consumer credit report.

SECTION 13 MERCHANT ACKNOWLEDGEMENTS AND SIGNATURE

- Merchant agrees to and accepts the terms and conditions set forth in this Merchant Application and the Terms and Conditions which are incorporated herein by reference (v7.2023) as if fully set forth herein (collectively, the "Merchant Processing Agreement") and acknowledges receipt of all parts of the Merchant Processing Agreement.
- By signing [or clicking accept on an electronic application], the merchant and each Guarantor acknowledges it has read and agrees to be bound by the Merchant Application and the Terms and Conditions [www.luqra.com/tandc], and that no other agreements or representation have been made. Merchant acknowledges that no handwritten changes have been made to the printed text of the Merchant Processing Agreement and that the parties may produce and rely on a copy or electronically stored image of the Merchant Processing Agreement for all legal purposes. Merchant represents, warrants and certifies to LQ and Member Bank ("Bank") that it has reviewed all 3 pages of this Merchant Application, that all information provided herein is true, correct and complete and that LQ and Member Bank ("Bank") may rely on the information contained in this Application, without further investigation, for all purposes.
- Merchant authorizes LQ and Member Bank ("Bank") to initiate Automated Clearing House debit/credit entries to any Merchant bank account for all fees, costs, and amounts due to LQ or Bank or payable to Merchant pursuant to the Merchant Application and Terms & Conditions and ACH rules as regulations.
- The Agreement shall continue in full force and effect for a term of 36 months from approval by Bank and may be subject to an Early Deconversion Fee or Liquidated Damages if terminated earlier than the end of the initial 36 month period by Merchant or Bank in accordance with Section 7 of the Terms & Conditions. After the initial 36-month term, the Agreement will automatically renew for period of 12 months until terminated in accordance with the Agreement.
- UPON ACCEPTANCE BY BANK, THE MERCHANT APPLICATION AND MERCHANT PROCESSING AGREEMENT, TERMS & CONDITIONS AND ALL RELATED DOCUMENTS THAT, TOGETHER, COMPRISE THE MERCHANT PROCESSING AGREEMENT SHALL BE A BINDING CONTRACT THAT IS ENFORCEABLE BY AND AGAINST MERCHANT AND BANK.

IN WITNESS WHEREOF Merchant has caused this Agreement to be executed by its duly authorized representative effective in accordance with the Terms and Conditions. The Agreement shall be binding upon the earlier of Merchant's execution below or Merchant's first processed electronic transaction.

#1 Owner/ Officer/Principal (Print Name)	#1 Owner/ Officer/Principal (Signature)	Date of Signature:
#2 Owner/ Officer/Principal (Print Name)	#2 Owner/ Officer/Principal (Signature)	Date of Signature:

This Agreement shall be effective only upon (i) acceptance and/or signature by LQ, and (ii) the approval of Bank (as evidenced here or elsewhere). Merchant's submission of transactions under this Agreement shall constitute Merchant's acknowledgment of acceptance of this Agreement by Bank and LQ.

LQ Approval: _____ Signature _____ Title _____ Date _____ Bank Approval: _____ Signature _____ Title _____ Date _____