



Worldpay US, Inc.  
201 17th Street, NW, Suite 1000  
Atlanta, GA 30363

Customer Processing Agreement

<b>Form Type</b>	Customer Processing Agreement <input type="checkbox"/>	Add Loc <input type="checkbox"/>	Add Equip <input type="checkbox"/>
<b>Disregard Sections</b>	N/A	4,8	2-4, 6-8, 14



Citizens Bank N.A., One Citizens Plaza,  
Providence, Rhode Island 02903  
877.550.5933

Sales Order No. \_\_\_\_\_

1. Legal/ DBA Info

Contact Name \_\_\_\_\_ Full Legal (Tax Filing) Business Name \_\_\_\_\_ Store Name (DBA) \_\_\_\_\_

Legal Business Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ Legal Phone Number \_\_\_\_\_

Store/DBA Address (if different from Legal) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ Store/DBA Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_ Email \_\_\_\_\_ Number of Locations \_\_\_\_\_ Federal Tax ID \_\_\_\_\_ Check if:  EIN  SSN

PLEASE NOTE: Statements are available electronically on Worldpay's Merchant Portal. If you would like to receive paper statements log into the Merchant Portal (<https://portal.worldpay.us>).

2. Business Info

**OWNERSHIP TYPE**  Sole Proprietor  Partnership  Non-Public Corporation  Non-Profit  LLC  Government Entity  Public Corporation  Business Open Date \_\_\_\_\_

Avg. Monthly Volume \$ 5K High Monthly Volume \$ 7K Average Ticket \$ 5.00 High Ticket \$ 20.00 **Car Wash** 7542  
Describe Business Products or Services in Detail \_\_\_\_\_ SIC/MCC Code \_\_\_\_\_

Currently Processing Credit Cards **SWIPED/NON-SWIPED PERCENTAGES**  100 % \_\_\_\_\_ % \_\_\_\_\_ %  
Face-to-Face (Swiped) MO/TO (Non-Swiped) Internet (Non-Swiped) Website Address \_\_\_\_\_

**TRANSACTION CONDUCTED AT**  100 % \_\_\_\_\_ % \_\_\_\_\_ %  
Store Residence Whse/Office Mobile

Does Customer Accept Advance Payments?  Yes  No If yes, please answer all questions **PAYMENT TYPES**  Deposit Taken  Full Payment  Membership/Insurance/ Subscriptions, etc.

Average % of deposits paid in advance \_\_\_\_\_ % # of days deposit is paid by cardholder in advance of full payment \_\_\_\_\_ Average days to complete service after purchase \_\_\_\_\_ % of annual bank card volume based on Advance Payment terms \_\_\_\_\_ %

**SEASONAL MERCHANT** Months Open \_\_\_\_\_ Months Closed \_\_\_\_\_ EBT  Food Stamp Benefits  Cash Benefits  Food Stamp and Cash Benefits \_\_\_\_\_ FNS Number \_\_\_\_\_

**THIRD PARTY INFORMATION**  
Does Merchant use third party to store, process or transmit cardholder data?  Yes  No Third Party Name \_\_\_\_\_

**MAIL, TELEPHONE OR INTERNET SERVICES** If Vendor/Fulfillment House, please check the Vendor/Fulfillment House button and enter the name of the fulfillment house in Fulfillment House Name field

Who performs product/service fulfillment?  Merchant  Vendor/ Fulfillment House\* Vendor/ Fulfillment House Name \_\_\_\_\_

\*A fulfillment house is a company which specializes in product fulfillment services, on behalf of the product owner.

3. Visa Disclosure

**Visa Member Bank Information:** Citizens Bank, N.A. 1 Citizens Plaza, Providence, Rhode Island, 20903 (877) 550-5933

**Important Bank responsibilities:**

1. A Visa member is the only entity approved to extend acceptance of Visa products directly to a merchant.
2. A Visa member must be a principal to the Customer Processing Agreement.
3. The Visa member is responsible for and must provide settlement funds to the merchant.
4. The Visa member is responsible for all funds held in reserve that are derived from settlement.
5. The Visa member is responsible for education of merchants on pertinent Visa International Operating Regulations with which merchants must comply.

**Important Merchant Responsibilities:**

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Customer Processing Agreement.
4. Comply with Visa International Operating Regulations.
  - a. You may download "Visa Regulations" from Visa's website at: <http://usa.visa.com/merchants/merchant-support/international-operating-regulations.jsp>

The responsibilities listed above do not supersede terms of the Customer Processing Agreement and are provided to ensure the merchant understands some important obligations of each party and that the Visa Member, Citizens Bank, N.A., is the ultimate authority should the merchant have any problems.

Authorized Principal Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

4. Principal Info 1

Principal Info must be obtained for principals which, in the aggregate, hold at least 51% ownership. First principal listed must also sign as first principal in Customer Acceptance and Guaranty section.

Full Name (Full legal name required) \_\_\_\_\_ DOB (MM/DD/YY) \_\_\_\_\_ Percent Owned \_\_\_\_\_ Drivers License #/State \_\_\_\_\_ Social Security Number/ ITIN \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ Home/ Mobile Phone \_\_\_\_\_



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(X)

Customer Initials

Sales Order No.



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**4. Principal Info 2**

Full Name (Full legal name required) \_\_\_\_\_ DOB (MM/DD/YY) \_\_\_\_\_ Percent Owned \_\_\_\_\_ Drivers License #/State \_\_\_\_\_ Social Security Number/ ITIN \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ Home/ Mobile Phone \_\_\_\_\_

**5. Bank Info**

Name on Account \_\_\_\_\_ Bank Name \_\_\_\_\_ Bank Phone \_\_\_\_\_

Bank City \_\_\_\_\_ State TN Bank Routing/Transit \_\_\_\_\_ Account Number \_\_\_\_\_

**6. Processing Rates/Fees**

**AMERICAN EXPRESS®** If you are eligible for Worldpay's direct settlement program for American Express (Worldpay settles your Amex transactions), the fees in this section (determined by industry) are charged by Worldpay, in addition to the fees within the Per Transaction Fees table below. Merchants who accept American Express must follow American Express Merchant Regulations. Please read these regulations at [www.worldpay.us/AmericanExpress/MerchantRequirements](http://www.worldpay.us/AmericanExpress/MerchantRequirements).  Opt out of Amex Marketing Communications\*

Industry	Discount**	Prepaid Discount**
B2B	2.87% plus \$0.15 transaction fee	1.93% plus \$0.15 transaction fee
Fast Food Restaurant	3.48%	1.93% plus \$0.05 transaction fee
Independent Gas Stations	3.23%	1.28% plus \$0.12 transaction fee
Lodging	3.48%	1.93% plus \$0.05 transaction fee
Mail Order & Internet	3.48%	2.23% plus \$0.20 transaction fee
Office-based Healthcare	2.53%***	1.93% plus \$0.30 transaction fee
Other Transportation	3.48%	1.93% plus \$0.20 transaction fee
Restaurant	3.48% plus \$0.05 transaction fee	1.93% plus \$0.05 transaction fee
Retail	2.87% plus \$0.10 transaction fee	1.93% plus \$0.20 transaction fee
Services, Wholesale & All Other	2.87% plus \$0.15 transaction fee	1.93% plus \$0.15 transaction fee
Supermarkets	2.28%	0.43% plus \$0.20 transaction fee
Telecommunications	3.48%	1.93% plus \$0.20 transaction fee
Telecommunications - Cable/Computer Network	3.88%	1.93% plus \$0.20 transaction fee
Travel Agencies/Tour Operators	2.87% plus \$0.15 transaction fee	1.93%

\*If you opt out of Amex marketing communications you may still receive messages regarding services and programs designed to enhance the value of the Amex network.  
\*\*30 additional basis points (.30%) will be charged for digital wallet transactions. 30 additional basis points (.30%) will be charged for card not present transaction. 40 additional basis points (.40%) will be charged for a transaction initiated with an Amex Transaction Card issued outside of the U.S.  
\*\*\*Only for MCC 8011, 8021; for all other Healthcare see Services, Wholesale & All Other

**7. Amex**

If you are not eligible for Worldpay's direct settlement program for American Express, you must enter into a card acceptance agreement directly with American Express and Amex will settle your Amex transactions and separately charge applicable fees as set forth in the card acceptance agreement. Applicable Worldpay fees for Amex transaction are within the Per Transaction Fees table above.

American Express Est. Yearly Volume \$ 10K American Express Est. Average Ticket \$ 5.00  Currently accepts Amex Existing American Express Merchant # \_\_\_\_\_ CAP # \_\_\_\_\_

**8. Rates/Fees**

	TIERED PRICING		Discount				Surcharges			
	1-TIER	2-TIER	1-TIER	2-TIER	3-TIER	4-TIER	1-TIER	2-TIER	3-TIER	4-TIER
% Rate	%	%	%	%	%	%	%	%	%	%
*Per Item Fee	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

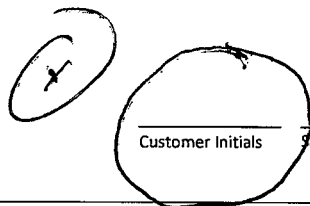
\*Per item fees apply to all transactions including sales, returns, denials, etc.

COST PLUS PRICING		All standard Payment Network fees and charges will be added to fees below.	
VISA, MASTERCARD, DISCOVER & PAYPAL		% Rate	.25%
*Per Item Fee	\$	\$	.06
Dial Incremental Per Item	\$	\$	0.02

PIN DEBIT/EBT	
% Rate	%
*Per Item Fee	\$
Dial Per Item	\$

**9. Recurring Rates/Fees**

MONTHLY RECURRING FEES Per location*		MONTHLY RECURRING FEES Per terminal		PER OCCURRENCE FEES		PER TRANSACTION FEES	
<input type="checkbox"/> PCI Program	\$	<input type="checkbox"/> Terminal Replacement & Supplies	\$	**Voice Authorization	\$0.95	American Express	\$0.06
<input type="checkbox"/> Security Encryption Program	\$	<input type="checkbox"/> Supplies Service Only	\$	**Voice Authorization Referral	\$3.00	Debit/Credit ACH	\$0.50
Administrative	\$	<input type="checkbox"/> Terminal Replacement Only	\$	**Voice AVS Request	\$2.00	Merchant Link Access	\$0.04
Minimum Processing	\$	<input type="checkbox"/> Shopping Cart Maintenance	\$9.95	ACH Reject, NSF, Returned Check	\$25.00	TSYS Access	\$0.04
PIN Debit Access	\$	<input type="checkbox"/> Virtual Terminal	\$	Chargeback Handling	\$ 2.50	<b>MONTHLY MOBILE FEES</b>	
<input checked="" type="checkbox"/> Opt-out VT Payments	\$4.95	<input type="checkbox"/> Recurring Payments Service	\$	Credit Batch Header	\$	PAYware Mobile***	\$14.95
<b>QUARTERLY RECURRING FEES Per location</b>		<b>PER AUTHORIZATION FEES</b>		Debit Batch Header	\$	***Per location	
<input type="checkbox"/> PCI Program	\$	Visa, MasterCard, Discover and PayPal	\$	Direct Draft ACH Reject	\$7.50		
*FANF fees charged by the Payment Networks will be passed through to Customer.		**Not applicable to ARU transactions		ACH Prenote	\$0.10		



**10. Equip/Service Related Fees**

<input type="checkbox"/> <b>WIRELESS SERVICE</b>	<b>*Monthly Telecommunications Fee</b> \$ <u>19.95</u> Per Month, Per Terminal	*Fees apply monthly, even for seasonal customers	<b>Telecommunications Fee</b> \$ <u>.05</u> Per Transaction	<b>One Time Set-up Fee</b> \$ <u>20.00</u> Per Terminal
<input type="checkbox"/> <b>INSTANTACCEPT™</b>	\$ <u>29.95</u> Per Month			
<input type="checkbox"/> <b>CHECK SERVICES</b> Requires a separate agreement.	<input type="radio"/> Apply for CrossCheck <input type="radio"/> Currently Accepts Check Services		<b>If currently accepts, list processor</b>	<b>Current provider number</b>
<input type="checkbox"/> <b>THIRD PARTY PRODUCTS/ SERVICES</b>	<input type="checkbox"/> Authorize.net** <input type="checkbox"/> Payflow Link**	<b>Access Fee</b>	<b>Per Terminal Fee</b>	<b>Service Fee</b>
<input type="checkbox"/> Other** <input type="checkbox"/> DataCap** <input checked="" type="checkbox"/> Payflow Pro**	\$ _____ Per Transaction	\$ _____ Per Month	\$ _____ Per Transaction	\$ _____ Per Terminal

\*\*Customer understands it may be required to have an agreement directly with the provider of a gateway service or other third party, and additional fees may be charged by the provider.

**11. Equipment Information**

SHIP TO  Store Address  Legal Address  Principal Home Address

<input type="radio"/> New <input checked="" type="radio"/> VAR <input type="radio"/> Rental* <input type="radio"/> Exchange <input type="radio"/> Existing	<b>Magtek/Magensa</b>	Model/ Application _____	Version # _____	Qty. _____	Price Per Unit _____	Total Price _____
<input type="radio"/>	Model/ Application _____	Version # _____	Qty. _____	Price Per Unit _____	Total Price _____	
<input type="radio"/>	Model/ Application _____	Version # _____	Qty. _____	Price Per Unit _____	Total Price _____	
<input type="radio"/>	Model/ Application _____	Version # _____	Qty. _____	Price Per Unit _____	Total Price _____	

\*Rental of equipment requires the execution of a separate agreement.

If VAR Enter Dealer Name \_\_\_\_\_ VAR Dealer Phone \_\_\_\_\_ VAR Setup Email \_\_\_\_\_

Auto-Close Daily  Yes  No

Auto-Close Time  A.M.  P.M. [ ] : [ ]

Time Zone \_\_\_\_\_ AVS  Yes  No

CVV2  Yes  No

Tips  Yes  No

Prompt for Server/Cashier #  Yes  No

Prompt for Purchase Card Info  Yes  No

Store Return Policy on Terminal Receipt  All Sales Final  No Refunds  Store Credit Only

Terminal Dial Type  Dial  Internet  Internet w/Auto Dial Backup

Imprinters Needed \_\_\_\_\_ Qty. \_\_\_\_\_

Receipt header - 32 characters max (if applicable)

Receipt footer - 32 characters max (if applicable)

<b>TOTAL PRICE</b>
Equipment Price
Application Fee Non-Refundable
Gift Card Plastics
Other
<b>SUBTOTAL</b>
Estimated Sales Tax
<b>TOTAL DUE</b>
Less Down Payment
<b>BALANCE DUE**</b>

\*\*Shipping & Handling Billed separately

**12. Funding**

The balance due will be debited from the account listed on page 2.  Paid in Full  Installments (Down payment due upon execution)

ACH Installments: Balance due of \$ \_\_\_\_\_ will be paid in 3 equal monthly installments of \$ \_\_\_\_\_ via ACH 30, 60 & 90 days from execution of CPA.

**13. Card Services/ACH Services**

**PETRO SERVICES**

<b>WRIGHT EXPRESS® (WEX)</b> <input type="radio"/> *Apply for Wright Express (WEX) <input type="radio"/> Current Wright Express (WEX) Customer Worldpay Item Fee 3.50% + \$ _____ Per Transaction	<b>VOYAGER®</b> 3.50% discount rate applies <input type="radio"/> Apply for Voyager <input type="radio"/> Current Voyager Customer Worldpay Item Fee \$ _____ Per Transaction	<b>FUELMAN® (FLETCOR)</b> <input type="radio"/> *Apply for Fuelman (FleetCor) <input type="radio"/> Current Fuelman (FleetCor) Customer Worldpay Item Fee \$ _____ Per Transaction	<b>FLEET ONE®</b> <input type="radio"/> *Apply for Fleet One <input type="radio"/> Current Fleet One Customer Worldpay Item Fee \$ _____ Per Transaction
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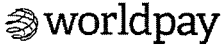
\* Fuelman (FleetCor) and Fleet One applications require an additional form that is separate from the Worldpay Customer Processing Agreement. Approximate set-up time for Fuelman (FleetCor), and Fleet One applications is 7-10 business days. With respect to Wright Express services, see the SPA Terms for additional information and terms.

<b>GIFT CARDS</b> <input type="checkbox"/> Accept Gift Cards <input type="checkbox"/> Order Gift Cards*	<b>LOYALTY CARDS</b> <input type="checkbox"/> Accept Loyalty Cards*
Gift Card Item Fee \$ <u>0.05</u> Per Transaction	Item Fee \$ <u>0.05</u> Per Transaction
Gift Card Dormancy Fee \$ <u>0.50</u>	Service Fee Assessed Per Card
Gift Card Activation/Reload Fee <u>1.50%</u>	**Program Fee \$ <u>15.00</u> Per Month, Per Location

\* Customers ordering Gift Cards will need to complete and submit the Card Order Form.

\*\* Customers ordering Loyalty Cards will need to complete and submit the Card Order Form.

\*\* The Loyalty Card Program Fee is reduced to \$10.00 for Customers processing both Gift Cards and Loyalty Cards.



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<b>14. Site Info</b>	By signing below, the undersigned sales representative attests that a site inspection of the above named applicant's premises was conducted and that the applicant has the proper facilities, equipment, inventory and licenses required to conduct the business.		
	Worldpay Authorized Sales Representative Verification Signature	Print Name	Date
			Ship Welcome Kit <input type="checkbox"/>

<b>15. Notes</b>	Please remember to include a copy of a "printed" voided check	<b>Term of Agreement</b>		In addition to the CPA terms, I have received and agreed to the following additional addenda
		*Three Years *Subject to automatic renewal per Terms and Conditions.		<input type="checkbox"/> DataCap <input type="checkbox"/> Other <span style="float: right;">List other _____</span>

**Customer Acceptance and Guaranty**

**Applicable to a Customer Processing Agreement**

**BY SIGNING BELOW, I (1) AGREE TO THE TERMS AND CONDITIONS OF CUSTOMER PROCESSING AGREEMENT (THE "CPA TERMS"), AND ALL ADDENDA ATTACHED TO THE CPA TERMS, INCLUDING WITHOUT LIMITATION ALL AMERICAN EXPRESS MERCHANT REQUIREMENTS (www.worldpay.us/AmericanExpress/MerchantRequirements) AND (2) ACKNOWLEDGE THAT WORLDPAY'S SALES REPRESENTATIVE HAS DELIVERED A COPY OF THE CPA TERMS TO ME.** I represent that the information provided by me on this Customer Processing Agreement and during the application process, whether in written, electronic or verbal form, is complete and accurate. I further acknowledge that no oral or written modifications of the CPA Terms have been made or promised. I confirm that the Federal Tax Identification Number (EIN or SSN) and Tax Filing Name I have provided are true and accurate. Worldpay US, Inc. ("Worldpay") reserves the right to validate this information with the IRS on occasion as warranted.

**Applicable to an Add Location or Add Equipment Agreement**

By signing below, (1) I acknowledge that I previously entered into a Customer Processing Agreement with Worldpay US, Inc. and Citizens Bank, N.A., (2) I agree that this Add Location or Add Equipment Agreement, as applicable, shall be deemed to be incorporated into my existing Customer Processing Agreement, (3) I agree that the terms and conditions of my existing Customer Processing Agreement shall apply to this Add Location or Add Equipment Agreement, as applicable, provided to the extent that the pricing set forth on this Add Location or Add Equipment Agreement is different than the pricing set forth on my Customer Processing Agreement, the pricing set forth on this Add Location or Add Equipment Agreement shall apply with respect to the location or equipment that is the subject matter hereof, and (4) I represent that the information provided by me on this Add Location or Add Equipment form is complete and accurate.

**Applicable to Customer Processing Agreement, Add Location, and Add Equipment Agreement**

**USA PATRIOT ACT** - Federal laws and regulations require us (Worldpay) to request information from you prior to opening an account or adding an additional signatory to an account. The information we request may vary depending on the circumstances, but at a minimum, will include your name, address, an identification number such as your social security or taxpayer identification number, and for individuals, your date of birth. We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time.

**FEDERAL AUTOMATED CLEARING HOUSE (ACH)** - The undersigned hereby authorizes Worldpay to electronically debit and credit via the Automated Clearing House amounts due to or from Worldpay under the Customer Processing Agreement, including the CPA Terms and all Addenda, and including installment payments, to or from any of the bank accounts identified on page 2. With respect to equipment, the undersigned hereby authorizes Worldpay to have the fees described herein debited from the bank account listed for settlement on page 2.

**FCRA NOTICE** - A consumer report of each of the officers, partners, or owners of applicant may be requested from a consumer and/or credit reporting agency at the inception of this Agreement and from time to time thereafter. Acknowledgement and consent are hereby given.

<b>1</b>	Authorized Principal Signature	Print Name	Title	Date
<b>2</b>	Authorized Principal Signature	Print Name	Title	Date
The undersigned further hereby unconditionally guarantees to Citizens Bank, N.A. and Worldpay US, Inc. the full payment of all obligations arising out of or in furtherance of the Agreement and to pay Citizens Bank, N.A. or Worldpay US, Inc. all expenses incurred in collecting such obligation.				
<b>1</b>	Authorized Principal Signature	Date	<b>2</b>	Authorized Principal Signature
				Date

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