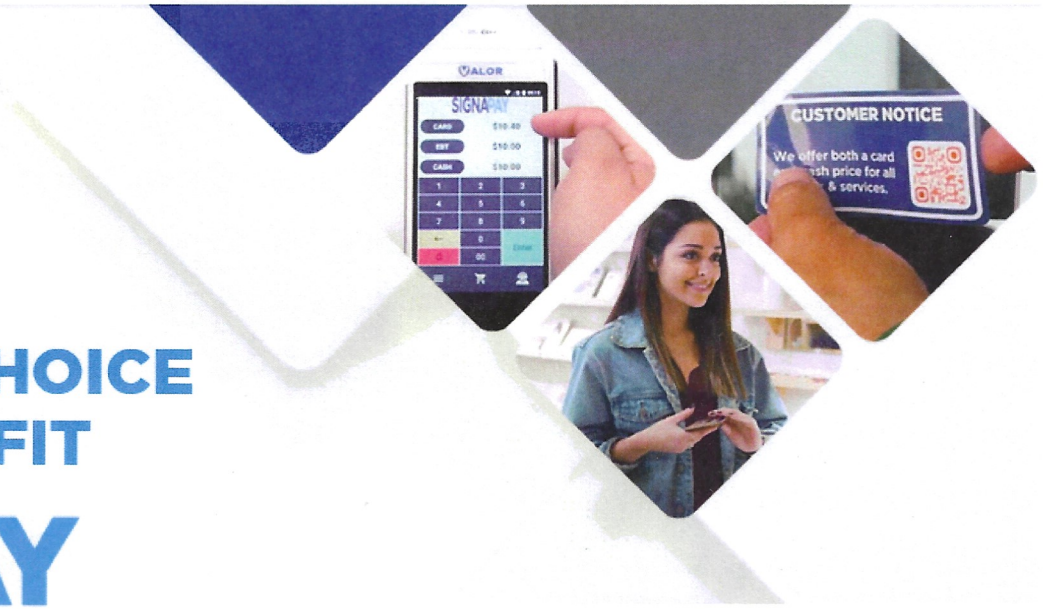
PAYLO
DUAL PRICING



OFFER MORE CHOICE
GET MORE PROFIT

SIGNAPAY

WANT TO STOP PAYING CREDIT CARD PROCESSING FEES?

TRY OUR NEW PAYLO PROGRAM

CALL: (702) 903-9768

PROCESSING YOU CAN COUNT ON

PayLo Dual Pricing is legally vetted in all 50 states and is compliant with all federal laws and card brand regulations.

Try PayLo with your customers as long as you like. If for any reason you don't love it, we'll switch you back to traditional processing.

Hassle free payment processing is just a call away. PayLo is fast to set up with durable plug-and-play equipment.

PayLo Dual Pricing clearly displays both the card and cash price to customers.

Wireless terminals available for payments on the go. No pin pad required.

Seamless, fast transactions for all cash and electronic payment types.

PAYLO

PAYLO MERCHANT PROCESSING APPLICATION

ESQUIRE BANK · CHESAPEAKE BANK · COMMERCIAL BANK OF CALIFORNIA

BUSINESS INFORMATION

Merchant DBA Name: _____ Corporate/Legal Name: _____

Location Address: _____ Corporate Address: _____

City: _____ State: _____ ZIP: _____ City: _____ State: _____ ZIP: _____

Phone: _____ Web Address: _____

Business Email: _____ IRS Fed Tax ID: _____

☐ Sole Prop. ☐ Partnership ☐ LLC/LLP ☐ S. Corp ☐ C. Corp ☐ Government ☐ 501c/Tax-Exempt ☐ Publicly Traded: _____ (Stock Symbol)

☐ Retail ☐ Restaurant ☐ MO/TO Years Open: _____ SIC Code: _____

Monthly Card Volume: $_____ Average Card Sale: $_____ Prod./Svcs. Sold: _____

Card Present Swiped: _____% Card Not Present Keyed: _____% MO/TO: _____%

Sales to Consumers: _____% Sales to Business: _____% Sales to Government: _____%

Bank Name: _____ Checking Routing #: _____ Checking Account #: _____

Has the Merchant/Owner been terminated from accepting payment cards from any payment network for this business or any other business?

☐ Yes ☐ No | If yes, please explain the reason for termination: _____

Please list all third parties that touch cardholder data: _____

BUSINESS OWNERSHIP INFORMATION

*The following information for each individual, if any, directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise, owns 25% or more of the equity interests of the legal entity listed above.

A valid, unexpired Government Photo ID is required. Valid forms of ID include US State issued Driver's License or ID card, US Passport Book or Card.

OWNER/PARTNER/OFFICER 1*

First Name: _____

Last Name: _____

Title: _____

Percent of Ownership: _____% | Control Prong: ☐Yes ☐No

Home Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____

DOB: _____ SSN: _____

Gov't ID #: _____ ID Exp. Date: _____

OWNER/PARTNER/OFFICER 2*

First Name: _____

Last Name: _____

Title: _____

Percent of Ownership: _____% | Control Prong: ☐Yes ☐No

Home Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____

DOB: _____ SSN: _____

Gov't ID #: _____ ID Exp. Date: _____

FEE SCHEDULE

All rates and fees apply to Visa, Mastercard, Discover, American Express, credit and check cards.

PayLo Rate: _____%	Annual Fee $_____	PCI Non-Compliance Fee $39.95
Per Transaction Fee $_____	Wireless Fee $_____	Retrieval Fee $35.00
PayLo Program Fee $_____	☐ Next Day Funding Fee $_____	ACH Reject Fees $35.00
EBT/FCS # _____	Gateway/Software Fee $_____	Chargeback Fee $35.00
EBT Fee $_____		Monthly Minimum $20.00

MERCHANT ACCEPTANCE AND AGREEMENT

MERCHANT ACCEPTANCE AND AGREEMENT - By executing this Merchant Application on behalf of the merchant described above (the "Merchant"), the undersigned individual(s): (i) represent(s) and warrant(s) that all information contained in this Merchant Application is true, correct and complete as of the date of this Merchant Application, and that such individual(s) have the requisite corporate power and authority to complete and submit this Merchant Application and make and provide the acknowledgments, authorizations and agreements set forth below, both on behalf of the Merchant and individually; (ii) acknowledge(s) that the information contained in this Merchant Application is provided for the purpose of obtaining, or maintaining a merchant account with Bank on behalf of the Merchant; (iii) authorize, and represent that such individual(s) have the authority to authorize, Bank and/or SignaPay, Ltd. (Individually and collectively, "Provider") to make whatever inquiries Provider deems appropriate to investigate data obtained herein for the purpose of processing Merchant's transactions or any other purpose required by law, including requesting reports from credit bureaus or credit reporting agencies, and to make reports to such credit bureaus or credit reporting agencies to the extent permitted by law; (iv) agree, on behalf of the Merchant and in the event this Merchant Application is accepted and executed by Bank, to the Fee Schedule set forth above and to the Terms and Conditions included with and incorporated into this Merchant Agreement and located at www.signapay.com/bank. By signing below, Merchant acknowledges that it has received and understands the Merchant Agreement Terms and Conditions bearing the document number reflected on this Application. Merchant understands that this Agreement shall not take effect until Merchant has been approved by Bank and a merchant number is issued. The absence of any signature by Provider shall not affect the validity of this Agreement, which shall become effective consistent with Section 4 of the Terms and Conditions. The Merchant Agreement is not effective and may not be modified in any respect without the express written agreement of the Customer. For purposes of the Merchant Agreement and performance of the Merchant Agreement by the ISO: (i) the Bank is entirely responsible for, and in control of, ISO performance; and (ii) the Bank must approve, in advance, any fee payable to or obligation of the Merchant arising from or related to performance of the Merchant Agreement. The ISO may not subcontract, sub-license, assign, license, franchise, or in any manner extend or transfer to any third party, any right or obligation of the ISO set forth in the Merchant Agreement. The Bank may not waive, forgive, release, assign, or fail to insist on strict performance of each requirement.

OWNER 1 SIGNATURE	DATE	OWNER 2 SIGNATURE	DATE

SITE INSPECTION SURVEY

Merchant:	☐ Owns	☐ Rents			
Building Type:	☐ Shopping Center	☐ Office Building	☐ Industrial Building	☐ Residence	
Area Zoned:	☐ Commercial	☐ Industrial	☐ Residential		
Square Footage	☐ 0-500	☐ 501-2500	☐ 2501-5000	☐ 5000-10,000	☐ 10,000+

I have personally conducted a Site Inspection for this merchant, visually inspected the merchant's inventory (if applicable), verified the merchant's payment application is PA-DSS (Payment Application Data Security Standards) validated (if applicable) and represent that the information in this merchant application is accurate, as to the best of my knowledge. I am subject to criminal penalties and/or financial losses for false or misleading information.

SALES AGENT EMAIL ADDRESS	SALES AGENT NAME (PRINTED)	SALES AGENT SIGNATURE

PERSONAL GUARANTEE

In consideration of Bank's acceptance of this Agreement, the undersigned Guarantor (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to Provider under the Agreement, and payment of all sums due there under, and in the event of default, hereby waives notice of default and agrees to indemnify Provider for all funds due from Merchant pursuant to the terms of the Agreement. Guarantor waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant, and further waives any and all rights or defenses arising by reason of any modification or change in the terms of the Agreement whatsoever, including, without limitation, the renewal, extension, acceleration, or other change in the time any payment or other performance there under is due, and / or any change in any interest or discount rate or fee there under. Guarantor confirms that Guarantor, collectively or individually, is a party to the Agreement, and unconditionally and specifically authorizes Provider or their authorized agents, to debit any overdue fees, costs, chargebacks, fines, fees, penalties, expenses or obligations under the Agreement and / or any contractual relationship with Provider from any personal checking account or other account owned or controlled by Guarantor, and further to report any default hereunder on Guarantor's personal Credit Bureau Report. Guarantor agrees to pay all costs and expenses of whatever nature, including attorneys' fees and other legal expenses, incurred by or on behalf of Provider in connection with the enforcement of this Guaranty.

SIGNATURE OF GUARANTOR #1 (OWNER/PARTNER #1)	DATE	SIGNATURE OF GUARANTOR #2 (OWNER/PARTNER #2)	DATE

PROVIDER DISCLOSURE PAGE

SIGNAPAY

ISO/MSP information:
SignaPay
4100 W Royal Lane, Suite 150
Irving, TX 75063
800.944.1399

☐ Member Bank Information:
Commercial Bank of California
19752 MacArthur Blvd., Suite 100
Irvine, CA 92612
310.882.4866

☐ Member Bank Information:
Esquire Bank, N.A.
100 Jericho Quadrangle, Suite 100
Jericho, NY 11753
516.535.2002

☐ Member Bank Information:
Chesapeake Bank
97 N Main Street
Kilmarnock VA 22482
877.436.9032

IMPORTANT MEMBER BANK RESPONSIBILITIES:
1. The Bank is the only entity approved to extend acceptance of Visa products directly to a Merchant.
2. The Bank must be a principal party to the Merchant Agreement.
3. The Bank is responsible for educating Merchants on pertinent Visa rules with which Merchants must comply.
4. The Bank is responsible for and must provide settlement funds to the Merchant.
5. The Bank is responsible for all funds held in reserves that are derived from settlement.

IMPORTANT MERCHANT RESPONSIBILITIES:
1. Ensure compliance with Cardholder data security and storage requirements.
2. Maintain fraud and Chargebacks below Card Brand thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with Card Brand rules and applicable law and regulations.
5. Retain assigned copy of this Disclosure Page.

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 Member – the Bank - is the ultimate authority should the Merchant have any problems.

MERCHANT OFFICER NAME (PRINTED)	BANK OFFICER NAME (PRINTED)
MERCHANT SIGNATURE	BANK SIGNATURE
DATE	DATE

SIGNAPAY

4100 W Royal Lane, Suite 150
Irving, TX 75063
800.944.1399

MERCHANT ATTESTATION TO COMPLIANCE WITH PAYLO & CARD BRAND RULES

Merchant Legal Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

In addition to the Terms & Conditions to the Merchant Processing Agreement, the above merchant attests to the understanding of PayLo Rules and Card Brand Rules.

The following is not an exhaustive list of the Card Brand Rules:

1. Merchants must remove all previous pricing change signage and disclosures, including those provided by SignaPay previously, from other Merchant Services Providers and "homemade" signs. New signage that is program compliant can be requested from SignaPay.

2. Employees at the register have a responsibility to understand the basics of the PayLo Program. An Employee PayLo Reference Guide will be provided and should be used to train new employees who operate the register and employees that accept payments.

3. Employees have a responsibility to never reference PayLo as a "fee" added to credit and debit cards. Doing so will result in your business being classified as running an illegal surcharging program and will result in fines.

4. Business owners at the merchant location have a responsibility to update their posted pricing to reflect the card price to consumers. In some states, it is required to display both card and cash price.

5. Business owners at the merchant location are responsible for understanding their local and state laws regarding pricing disclosures to consumers.

6. Any Non-Compliance Assessment made on your business from a lack of compliance with PayLo and Card Brand Rules will hold the merchant liable for any fines incurred and possible termination of the Merchant Processing Account.

I, the representative for the above-mentioned Merchant, have read and understood these rules as they are presented to me and understand more Card Brand Rules can be access directly from Visa, Mastercard, Discover and American Express.

_____ _____

Merchant Signature Date

_____

Signer Print Name

SIGNAPAY

EQUIPMENT ORDER FORM

ORDER DETAILS

ISO Name: _____
Sale Rep Name: _____
Sales Rep Phone: _____
Shipping to Name: _____
Shipping Address: _____
City: _____ State: _____ ZIP: _____
Shipping: ❍ UPS Ground ❍ UPS Overnight

Merchant DBA: _____
Merchant ID: _____
Merchant Contact: _____
Merchant Phone: _____
Order Type: ❍ Placement ❍ Lease ❍ Sale ❍ Reprogram ❍ VAR Only ❍ Warranty Swap

EQUIPMENT ORDER

†ACCOMPANYING TERMINAL MUST BE CONNECTED TO WIFI.

QTY	Terminal	Connection Type	
_____	Dejavoo P1	❑ IP	❑ WIFI
_____	Dejavoo QD4	❑ IP	❑ WIFI
_____	Dejavoo D1*	❑ IP	❑ WIFI
_____	PAX A80	❑ IP	❑ WIFI
_____	Valor 100	❑ IP	❑ WIFI

*Requires accompanying terminal or PIN Pad and DejaPayPro software

Qty	Wireless	Connection Type	
_____	Dejavoo P3	❑ WIFI	❑ GPRS
_____	Dejavoo QD2	❑ WIFI	❑ GPRS
_____	PAX A920	❑ WIFI	❑ GPRS
_____	Valor 500	❑ WIFI	❑ GPRS

QTY	PIN Pads & Readers
_____	Dejavoo P5
_____	Dejavoo QD3†
_____	Dejavoo Z6
_____	PAX A35
_____	PAX SP20
_____	PAX S300
_____	Valor 300
_____	SwipeSimple B350
_____	**Valor RCKT**

QTY Mobile App
_____ iPOSgo! App ❑ iOS ❑ Android
(1 TPN per phone. Requires iPhone XS or later, iOS 16 or later, Android with NFC, Android 9 or Later)

Special Instructions:

FILE BUILD TYPE

Pricing Schedule ❍ PayLo Rate: _____% ❍ Surcharge

Industry Type ❍ Retail ❍ Restaurant **Tip Options** ❍ Tip Line ❍ Tip Prompt

Other ❑ NDF ❑ EBT ❑ AMEX ❑ PIN Debit ❑ Server
❑ AVS/CVV2 ❑ Auto-Batch Time:_____ Time Zone: _____

APPS, GATEWAYS & ADD-ONS

Gateways ❑ DejaPayPro ❑ iPOSpays ❑ Valor ❑ Swipesimple

Traditional Only Gateways ❑ Auth.net ❑ NMI ❑ Other:_____

Traditional Gateway Fees ❑ Monthly Fee: $_____ ❑ Transaction Fee: $_____ ❑ Batch Fee: $_____

Gateway Setup Email Address: _____

PAYMENT

Bill to: ❍ Merchant ❍ Partner (If none selected, equipment will default bill to Partner/Agent)

Name on Card: _____ Billing Address: _____
Card Number: _____
Expiration Date: _____ CVV: _____ City: _____ State: _____ ZIP: _____
Cardholder Signature: _____

ALL SALES ARE FINAL. NO REFUNDS, EXCHANGES OR RETURNS ARE ACCEPTED.