

TIB – The Independent BankersBank, N.A.

Application for Merchant Card Processing

For TIB Use Only:

Merchant #: _____

MCC: _____

Sales Rep #: _____

Bank # _____

BUSINESS INFORMATION:

MERCHANT NAME (DBA or Trade Name) _____

CORPORATE/LEGAL NAME (if Different) _____

LOCATION ADDRESS _____

CORPORATE ADDRESS (if Different) _____

CITY _____

STATE _____

ZIP _____

CITY _____

STATE _____

ZIP _____

CONTACT NAME _____

CONTACT EMAIL ADDRESS _____

CONTACT TELEPHONE _____

FAX NUMBER _____

FEDERAL TAX ID# _____

DOES THIS LOCATION CURRENTLY ACCEPT PAYMENT CARDS?

No Yes (If yes, please provide current processor/bank most recent 3 months of processing statements.)

Current processor/bank: _____

HAS MERCHANT OR OWNERS/PRINCIPALS EVER BEEN TERMINATED FROM ACCEPTING PAYMENT CARDS FROM ANY PAYMENT NETWORK FOR THIS BUSINESS OR ANY OTHER BUSINESSES?

No Yes (if yes, please explain)

Reason for Termination: _____

PRINCIPALS:

Principal #1 Name:

First: _____ Middle Initial: _____ Last: _____ SSN: _____

% Ownership: _____ Title: _____ Email Address: _____ Date of Birth: _____

Home Address: _____ City: _____

State: _____ Zip: _____ Home Phone: _____ DL# / State: _____

Principal #2 Name:

First: _____ Middle Initial: _____ Last: _____ SSN: _____

% Ownership: _____ Title: _____ Email Address: _____ Date of Birth: _____

Home Address: _____ City: _____

State: _____ Zip: _____ Home Phone: _____ DL# / State: _____

TYPE OF BUSINESS:

Sole Proprietor Partnership Corporation LLC State: _____
 Non-Profit Private Publicly Traded Government
 Unincorporated Association

Length of time in business: _____ Years _____ Months

BUSINESS INDUSTRY:

Retail Restaurant B to B Financial Institution Healthcare
 Lodging Non-Profit Petroleum Public Sector Religious Org.
 Service Other: _____

Seasonal Sales: Yes No
 If so, please circle high volume months : J F M A M J J A S O N D

Method of Acceptance: (Totals to equal 100%)

Merchants processing less than 70% swipe transactions must complete the Card-Not-Present Questionnaire on page 3.

Credit Cards Swiped: _____% Card Not Present: _____%

Key Entered: _____% Internet: _____%

URL: _____

Products/Services Sold: _____

Annual Payment Card Volume: \$ _____

Monthly Payment Card Volume: \$ _____

Avg Ticket: \$ _____ High Ticket: \$ _____

Merchant Name to appear on consumer statement:

DBA Name Legal Name

Other: _____



BANK DISCLOSURE

Member Bank Information: TIB - The Independent Bankers Bank N.A., 11701 Luna Road, Farmers Branch, TX 75234 • Phone: 800-327-0053

Important Member Bank (Acquirer) 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 (signatory) to the Merchant 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 educating Merchants on pertinent Visa operating regulations with which Merchants must comply.

Merchant Information: Refer to Merchant Application

Important Merchant Responsibilities:

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below established thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with Visa's operating regulations.

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 - TIB - is the ultimate authority should the Merchant have any problems.

Merchant Name: _____ Title: _____

Merchant Signature: _____ Date: _____

DOES MERCHANT USE AN INDEPENDENT SERVICER THAT STORES, MAINTAINS OR TRANSMITS CARDHOLDER INFORMATION:

No Yes (if yes, please provide :)

NAME: _____ PHONE NUMBER : _____

DOES MERCHANT USE A FULFILLMENT HOUSE TO FULFILL PRODUCT: No Yes (if yes, please provide :)

NAME: _____ PHONE NUMBER : _____

HAVE MERCHANT OR OWNERS/PRINCIPALS EVER FILED BUSINESS BANKRUPTCY and/or PERSONAL BANKRUPTCY:

No Yes (if yes, please provide :)

Explanation: _____

BANK ACCOUNT INFORMATION:

Bank Name: _____

Contact: _____ Phone # : _____

Transit # (ABA Routing): _____ Account # (DDA) : _____

Avg. Bank Balance: _____ Length of Time with Bank: _____

* By providing the above referenced information, you are authorizing Bank to initiate ACH debit and credit transactions to said account.

PRIMARY SUPPLIERS

1) Name/Contact: _____ Phone#: _____

2) Name/Contact: _____ Phone#: _____

DISCOUNT RATES & FEES: SEE SCHEDULE A ATTACHED HERETO AND INCORPORATED HEREIN

If you currently accept American Express and/or Discover through your franchise agreement, please write your existing account number on the line provided. If you do not currently accept American Express and/or Discover, we will enroll you in our American Express and/or Discover program. If you prefer not to participate, please check the opt-out box to decline on the Schedule A.

American Express (10 digits) _____ Discover (15 digits) _____

EQUIPMENT & FEES: SEE SCHEDULE B ATTACHED HERETO AND INCORPORATED HEREIN

"BANK ONLY" MERCHANT SITE INSPECTION:

Merchant: Owns Rents (Landlord: _____)

Building Type: Shopping Center Office Building Residence

Area Zoned: Commercial Residential

Square Footage: 0-500 501-2500 2501-5000 5001-10000+

Based upon your review, does Merchant have the appropriate facilities, equipment, inventory, personnel and license or permit to operate their business? No Yes

Comments: _____

"BANK ONLY" By signing below, inspector is certifying he/she has visited the location and information provided is true and correct.

Inspector Name: _____ Inspection Date: _____ Signature: _____

USA PATRIOT ACT REQUIREMENTS: Federal law requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account, including business accounts. 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. We must identify each person either directly or indirectly owning 25% or more equity interest in the legal entity and at least one person who significantly controls, manages or directs the legal entity. We may also ask to see your driver's license or other identifying documents, and copy or record information from each of them.

CARD-NOT-PRESENT QUESTIONNAIRE: Complete this section if processing less than 70% card present transactions

What percentage of sales are to: Businesses Consumer _____% Individual Consumer _____%

Method of Marketing: Newspaper/Magazine Television/Radio Internet Direct Mail, Brochure and/or Catalog
 Outbound Telemarketing Sales Other: _____

Percentage of products sold via: Telephone Orders _____% Mail/Fax Orders _____% Internet orders _____% Other: _____%

Who processes the order? Merchant Fulfillment Center Other _____

Who enters credit card information into the processing system? Merchant Fulfillment Center Consumer Other _____

If credit card payment information is over the Internet, does TLS or better encrypt the payment channel? No Yes

If Merchant is an e-commerce Merchant, is a Merchant Certificate utilized? No Yes if yes, please provide the following:

Merchant Certificate Number _____ Certificate Issuer _____ Exp. Date _____;

Is Certificate Individual Shared

Do you own the product/inventory? Yes No ; **Is the product stored at your business location?** Yes No

If No, where is it stored? _____

After charge authorization, how long until product ships? _____ days **Who ships the product?** Merchant Fulfillment Center

Product shipped by: US Mail Other _____ **Delivery receipt requested?** Yes No

MERCHANT ACCEPTANCE AND AGREEMENT:

PLEASE CAREFULLY REVIEW THE TERMS AND CONDITIONS OF THE MERCHANT CARD PROCESSING AGREEMENT (THE "MPA") PROVIDED TO MERCHANT AND AVAILABLE AT <http://tibmerchant.com/products/merchant.php>, WHICH ARE HEREBY INCORPORATED BY REFERENCE.

Agreement Signature: As the person signing below on behalf of the business designated on the above application as the Merchant, I certify that I am an owner, partner or officer of the Merchant and have been duly authorized to sign this application and to bind the Merchant to the MPA terms and conditions. Merchant and each guarantor signing below hereby acknowledge that they have each received and read the MPA and agree to be bound by the terms and conditions contained in that document. Merchant certifies that all information provided in this application is true, correct and complete. Merchant (and Guarantor when applicable) authorizes the Bank or its agents to make whatever inquiries the Bank deems appropriate to investigate and verify any of the credit, financial and other information given by Merchant for the purpose of this application, including credit references and to obtain credit reports on each person signing below. Credit or other information on Merchant, owners, officers and any guarantors of the Merchant may be requested for purposes of this application and during the merchant processing relationship pursuant to the MPA terms and conditions. If you are eligible and choose to participate in Bank's American Express® program, Bank will settle your American Express transactions and (a) Merchant will receive one consolidated statement from Bank that will reflect Merchant's Visa, MasterCard, American Express, and Discover transactions; (b) Merchant's American Express and Discover settlement funds will be paid at the same time and in the same manner as Merchant's Visa and MasterCard settlement; and (c) Merchant will not have a direct relationship with American Express and the terms set forth in the MPA for American Express transactions will apply. Merchant consents to the disclosure of transaction data, merchant data and other information about the Merchant to American Express and to the use by American Express of such information to perform its responsibilities in connection with the provision of its services, to promote the American Express Network, perform analytics and create reports, and for any other lawful business purposes including marketing purposes. Merchant agrees American Express may use any information in this application to screen and/or monitor Merchant in connection with American Express card marketing and administrative purposes. Merchant acknowledges that the parties may produce and rely upon a copy or electronically stored image of the merchant application and MPA for all legal purposes.

MERCHANT:

Print Name: _____ Date: _____

Signature #1: _____

Print Name: _____ Date: _____

Signature #2: _____

TIB:

Print Name: _____ Date: _____

Signature: _____

Title: _____

CONTINUING PERSONAL GUARANTY PROVISION – PERSONAL GUARANTOR:

By signing below, each individual or entity ("Guarantor") jointly and severally (if there is more than one Guarantor) and unconditionally guarantees to Bank the prompt payment and full and complete performance of all obligations of the Merchant identified on the above application, including, without limitation, all promises and covenants of the Merchant, and all amounts payable by the Merchant under the MPA, as amended from time to time, including, without limitation, charges, interest, costs and other expenses, such as attorney's fees and court costs. This means, among other things, that Bank can demand performance or payment from any Guarantor if the Merchant fails to perform any obligation or pay what the Merchant owes under the MPA. Each Guarantor agrees that his or her liability under this guaranty will not be limited or canceled because: (1) the MPA cannot be enforced against the Merchant for any reason, including, without limitation, bankruptcy proceedings; (2) Bank agrees to changes or modifications to the MPA, with or without notice to Guarantor; (3) Bank releases any other Guarantor or the Merchant from any obligation under the MPA; (4) any law, regulation, or order of any public authority affects the rights of either Merchant or BANK under the MPA; and/or (5) anything else happens that may affect the rights of Bank against the Merchant or any other Guarantor. Each Guarantor further agrees that: (a) Bank may delay enforcing any of its rights under this guaranty without losing such rights and hereby waives any applicable statute of limitations; (b) Bank can demand payment from such Guarantor without first seeking payment from the Merchant or any other Guarantor or from any security held by the Bank; and (c) such Guarantor will pay all court costs, attorney's fees, and collection costs incurred by Bank in connection with the enforcement of the MPA or this Guaranty, whether or not there is a lawsuit, and such additional fees and costs as may be directed by a court. If the Merchant is a corporation or limited liability company, This Guaranty must be executed by a principal or affiliate of Merchant.

Print Name: _____ Date: _____ Print Name: _____ Date: _____

Signature #1: _____ Signature #2: _____



Certification Regarding Beneficial Owners of Legal Entity Customers (Appendix A)

I. General Instructions

What is this form?

To help the government fight financial crime, federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who ultimately own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

Who has to complete this form?

This form must be completed by the person opening a new account on behalf of a legal entity with any of the following U.S. financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities.

For the purposes of this form, a legal entity includes a corporation, limited liability company, partnership, and any other similar business entity formed in the United States or a foreign country.

What information do I have to provide?

This form requires you to provide the name, address, date of birth and social security number (or passport number or other similar information, in the case of non U.S. persons) for the following individuals (i.e., the **beneficial owners**):

- (i) Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); **and**
- (ii) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President or Treasurer).

The financial institution may also ask for a copy of a driver's license or other identifying document for each beneficial owner listed.

II. Certification of Beneficial Owner(s)

Persons opening an account or maintaining a business relationship on behalf of a legal entity must provide the following information:

A. Name and Title of natural person opening account or maintaining the business relationship:

B. Name, Address and Type of Legal Entity for which the account is being opened/maintained

C. Account Number (if applicable)

C. Complete the following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above. If no individual meets this definition, please check "Beneficial Owner Not Applicable" below and skip to section D.

Beneficial Owner Not Applicable

For a non U.S. person without a (SSN/ITIN), provide a Passport Number and Country of Issuance. In lieu of a passport, non U.S. persons may also provide an unexpired U.S. government-issued Alien ID or other foreign government-issued documents evidencing nationality or residence and bearing a photograph or similar safeguard.

Beneficial Owner (1): _____% of ownership

Individual Name		Street Address		
Date of Birth		Address Line 2		
TIN type <input type="checkbox"/> SSN <input type="checkbox"/> ITIN Number _____		Address Line 3		
Other ID Type	ID Description	City	State	Country
ID St/Ctry/Prov	ZIP/Postal Code			

Beneficial Owner (2): _____% of ownership

Individual Name		Street Address		
Date of Birth		Address Line 2		
TIN type <input type="checkbox"/> SSN <input type="checkbox"/> ITIN Number _____		Address Line 3		
Other ID Type	ID Description	City	State	Country
ID St/Ctry/Prov	ZIP/Postal Code			

Beneficial Owner (3): _____% of ownership

Individual Name		Street Address		
Date of Birth		Address Line 2		
TIN type <input type="checkbox"/> SSN <input type="checkbox"/> ITIN Number _____		Address Line 3		
Other ID Type	ID Description	City	State	Country
ID St/Ctry/Prov	ZIP/Postal Code			

Beneficial Owner (4): _____% of ownership

Individual Name		Street Address		
Date of Birth		Address Line 2		
TIN type <input type="checkbox"/> SSN <input type="checkbox"/> ITIN Number _____		Address Line 3		
Other ID Type	ID Description	City	State	Country
ID St/Ctry/Prov	ZIP/Postal Code			

D. Complete the following information for one individual with significant responsibility for managing the legal entity listed above, 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.

(It is possible that an individual listed under section C above, may also be listed in section (D) below).

For a non U.S. person without a SSN/ITIN, provide a Passport Number and Country of Issuance. In lieu of a passport, non U.S. persons may also provide an unexpired U.S. government-issued Alien ID or other foreign government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

Individual with Control Information

Individual Name		Street Address		
Date of Birth		Address Line 2		
TIN type <input type="checkbox"/> SSN <input type="checkbox"/> ITIN Number _____		Address Line 3		
Other ID Type	Primary ID Description	City	State	Country
Primary ID St/Ctry/Prov		ZIP/Postal Code		

Certified/Agreed To

I, _____, hereby certify, to
Print Name and Title

the best of my knowledge, that the information provided in this document above is complete and correct.

Signature	Date
_____	_____



Flat Rate Smartphone Schedule A Pricing Sheet

1. All Cards Honored – MasterCard, Visa, Discover and AMEX (Unless selections below are checked)

MasterCard	Visa	Discover
MasterCard Credit	Visa Credit	Discover Credit
MasterCard Signiture Debit	Visa Signiture Debit	Discover Signiture Debit
American Express		
American Express		

2. Fees applied on every transaction

Discount Rate	
Qualified Transactions	2.57%
Non-Qualified Transactions ¹	3.27%

Authorization / Transaction Fees	
MasterCard/ Visa/ Discover/ American Express Non-Qualified Authorization Fee	\$0.15

3. One Time and Monthly Fees

One Time Fees		Monthly Fees		Annual Fees	
Set Up Fee	\$	Monthly Service Fee	Waived	Annual Fee	Waived
		Monthly Minimum Fee	\$ 15.00		

4. Other

Per Incidence Fees		
ACH Reject	\$ 25.00	Charged when TIB is unable to debit fees from your account
Chargeback	\$ 25.00	Charged when a cardholder or card-issuing bank formally protests a charge
PCI Non-Compliance Fee	\$ 24.95	A PCI non-compliance fee may be applicable if PCI SAQ is not completed annually
IRS Reporting Fee	\$ 7.95	An IRS reporting non-compliance fee may be applicable if the TIN on file does not match with the IRS
Voice Authorization Fee	\$ 0.95	Charged when you call the Voice Auth. phone number to authorize a credit card
Statement Fee (AccessOne)	Waived	No charge if statements are accessed by merchant though AccessOne online

Additional Items		
Pure Insights	\$ 39.99	Analytical and Reputational management tool
Pure Shield	\$ 9.95	Additional layer of security in the software while information is at rest
Statement Fee (Mailed)	\$ 5.00	Charged each month when TIB mails a merchant statement

5. Legal Name & Authorized Signature

Legal Name must be the same as on the Merchant Application

Legal Name of Business

Authorized Representative Signature: Must appear on Merchant Application Under Principals

Signature

Print Name

Date

¹All key-enter and corporate card transactions will qualify as a nonqualified transaction. Additionally, any merchant whose average ticket is \$20 or less as it relates to their total Visa/ MasterCard/ Discover/ American Express volume is not eligible for this pricing plan and will immediately be moved to the Small Ticket Smartphone Schedule A.

TIB

MERCHANT SERVICES



EQUIPMENT ORDER REQUEST FORM SCHEDULE B

SALES ID: _____

Merchant Information

DBA Name:	Merchant #:		
Merchant Name:	Merchant Phone Number:		
Merchant Email:			
Send Equipment to:	Merchant Location	Bank Location	Other Location
Send Welcome Kit to:	Merchant Location	Bank Location	Other Location
*Shipping:	2 Day - Standard	Standard Overnight	Priority Overnight
Enter Bank/Other address information here:			

Equipment Selection

Purchase	Reprogram	Swap	
Existing Software/Other Solution			
Software/Other:	Gateway/Other:		
Terminal:	Pin Pad:		
**Mobile Solution	Price:	Mobile Monthly Fees:	Quantity:
Pure Simple	Audio Jack	Bluetooth	
**Terminal Solution	Price:	Terminal Monthly Fees:	Quantity:
Ingenico iCT 220	Rent*	3 Year Contract	
FD-130	Rent*	Payment Plan:	2 months 3 months
FD-130 Duo	Rent*	Payment Plan:	2 months 3 months
Ingenico iCT 250		Payment Plan:	2 months 3 months
VeriFone Vx520-CTLS		Payment Plan:	2 months 3 months
Ingenico iWL 255		Payment Plan:	2 months 3 months
FD 410 DW		Payment Plan:	2 months 3 months
Poynt Smart Terminal		Payment Plan:	2 months 3 months
Poynt 5		Payment Plan:	2 months 3 months
<i>*Rental is a month-to-month agreement. 30 day notice must be given to terminate rental agreement for billing purposes.</i>			
Gateway Solution	Setup Fee:	Gateway Monthly Fees:	TransFee:
Pure TransAx	Virtual Terminal	Recurring Billing	QuickBooks Bill Pay
Pure Convenience	Convenience Model	VX520	
Payeezy	Level 3 Processing		
Authorize.net	ECommerce	Retail	
<i>Set-up, monthly, and transactions fees will apply.</i>			
**Equipment Peripherals			Quantity:
Ingenico iPP 310 Pin Pad			\$199.00 per device
VeriFone Vx805 Pin Pad			\$199.00 per device
FD-35 External Pin Pad			\$199.00 per device
FD-35 Flexi pole Pin Pad Stand			\$75.00 per device

**EQUIPMENT ORDER REQUEST FORM
SCHEDULE B**

Terminal Program Needs **Omaha** **Nashville** **North** **Bypass** **Compass** **TSYS**

Application File		
Retail Application		Retail with Tip Application
Restaurant Application	QSR Application	Restaurant with Tip Application
Petroleum Application		Lodging Application
Cash Advance		Pure Shield
Multi Merchant (Please provide additional merchant numbers below.)		

Communication Method	
IP/Digital Connection	PBX Code of:
Dial Connection	

Setup Needs	
Manual Close?	Auto Close? (not available for cash advance) Auto Close Time: am / pm CST
Clerk/ Server Prompt	Invoice Number Prompt
Print Totals Report at Settlement	Print Details Report at Settlement
Print Open Tab Receipts	Close Tab Receipts?

Applies to Lodging Only		
Folio Number	Room Number	
Number of Days	Check Out Extra Charges	Check Out No Show
Special Requests for Passwords and Other:		

Equipment Training Needs		
Phone Training ****	***On-Site Install \$350.00	
Person To Be Trained:	Preferred Contact Method:	Contact Time: am/pm CST
Phone Number:	Email Address:	Text: YES / NO

Misc. Notes

PLEASE CAREFULLY REVIEW THE EQUIPMENT TERMS AND CONDITIONS AVAILABLE AT <http://tibmerchant.com/products/merchant.php> WHICH ARE HEREBY INCORPORATED BY REFERENCE.

Legal Name & Authorized Signature		
Legal Name:		
Legal Name of Business		
Authorized Representative Signature:		
Signature	Print Name	Date



*Default shipping is 2 Day - Standard. Additional fees apply for Priority Overnight and Standard Overnight.**Returns are determined on a case-by-case basis. Equipment Restocking Fee of \$150 will apply to all returned equipment to include mobile, terminals and accessory solutions. ***Boomtowntown provides on-site installation. Installation is for the set-up of the equipment only, video survey will be conducted for quote of anticipated up-front cost. Deposit will be collected from Boomtown for anticipated install cost, after install invoice will be closed and remaining balance will be charged/ refunded to include additional time and/or materials outside the normal standard installation set-up time of 2 hours. Any and all materials will be charged at the pass-through rate from our Vendor for materials and/or additional hours performed. ****Activation Team will call to schedule an appointment after set up is complete to explain equipment use up to an hour, based on equipment.