



## REQUIRED DOCUMENTS

Merchant Name: \_\_\_\_\_ Date: \_\_\_\_\_

Sales Rep Name: \_\_\_\_\_ Company: \_\_\_\_\_

- APS Merchant Application
- Voided Check or Bank Letter on Bank Letterhead
- SS-4 Federal IRS Tax Document (EIN Letter)
- Copy of Driver's License or Passport
- Articles of Incorporation

### PLEASE INCLUDE BELOW ITEMS FOR HIGH RISK

- 3 Months Most Recent Processing Statements
- 3 Months Most Recent Business Bank Statements
- If new company articles should support start date of business
- 3 Months Most Recent Personal Bank Statements (if business is less than 2 years old)
- Customer Service Agreement (Call center used?)
- Fulfillment Agreement
- 10% Reserve Agreement
- CB Agreement
- CRM Agreement
- Recent (within 30 days) Utility Bill

\*ALL documents are required to be submitted with the MPA as a PDF. APS will pend the boarding process if documents are not complete, ineligible, or not in compliance with APS underwriting policies and procedures.



**PRICING SCHEDULE**

Retail  Moto/Internet

Interchange Plus  Tiered

Interchange, dues, & assessments + \_\_\_\_\_ bps  
Transaction Fee: \$ \_\_\_\_\_

Qualified discount rate: \_\_\_\_\_ %  
Qualified discount rate (check card): \_\_\_\_\_ %

For details regarding mid-qualified and non-qualified surcharges, please see page 3 section 1.14 of the terms and conditions. For purposes of this agreement the mid-qualified surcharge\* is \_\_\_\_\_% (\$ \_\_\_\_\_ per \$100.00) + \$ \_\_\_\_\_. For purposes of this agreement the non-qualified surcharge is \_\_\_\_\_% (\$ \_\_\_\_\_ per \$100.00) + \$ \_\_\_\_\_. Card association assessments will be passed through.

\*mid-qualified surcharge only applicable to retail tiered merchants

**OTHER FEES (if applicable) M=Monthly MPD=Monthly Per Device PA=Payanywhere MC=MasterCard DIS=Discover AXP=American Express IC=Interchange**

IC Passthrough Credit:	\$0.10	T&E Draft Capture Tran:	\$0.25	Address Verification:	\$0.05	Batch Header:	\$0.35
PayMyTab Software(MPD):	\$19.95	IC Passthrough Check:	\$0.22	Software(MPD):	_____	PA Gateway(M):	\$14.95
Internet Gateway(M):	\$20.00	PayMyTab Location(M):	\$125.00	PA Add'l Gateway(M):	\$4.95	PA Transaction:	\$0.10
Debit Transaction:	\$0.35	Wireless Transaction:	\$0.10	Wireless Network(M):	\$25.00	Wireless Activation:	\$35.00
Minimum Discount(M):	\$25.00	Debit Gateway(M):	\$7.95	EBT Transaction:	\$0.20	Internet Transaction:	\$0.10
Retrieval:	\$15.00	Basic Service(M):	\$10.00	Statement Mailing:	\$1.00	Chargeback:	\$25.00
PA Cellular Data(M):	\$9.95	Settled Transaction Fee:	_____	Account Setup:	\$95.00	Annual:	\$99.00
		PA Cellular Data Tran:	\$0.10	PCI Compliance Upfront:	\$145.00	Voice Authorization:	\$1.00

MC Network Access:	\$0.0208	Visa Network Access:	\$0.0218	DIS Network Access:	\$0.0195	AXP Network Access:	0.165%
PayPal Network Access:	\$0.0195						

I acknowledge that I will receive 60 days of free, premium access to the Payments Hub, after which I will be charged a monthly fee of \$14.95 for continued premium access, which includes an equipment warranty program and free supply ordering. I understand that I may opt out of this premium access at any time while still enjoying the free features of the Payments Hub by emailing support@paymentshub.com or calling 877-464-4218.

**CERTIFICATION & AGREEMENT**

Merchant acknowledges that you have accessed our Merchant Processing Agreement ("Agreement") at [www.myresourceportal.com/agreement](http://www.myresourceportal.com/agreement). By signing below, Merchant agrees to all terms and conditions contained therein. From time to time, the Agreement may be updated. When this occurs, Agent will notify Merchant electronically (or by delivery method selected by Merchant at time of disclosure) when such updates have been made. Merchant acknowledges that continued use of Agent Merchant services after the update signifies Merchant Acceptance of updated Agreement. The undersigned is duly authorized to sign on behalf of the Merchant and to bind the Merchant to the terms and conditions set forth in this Merchant Application ("Application") and previously referenced Agreement, and certifies that all information provided in association with this Application is true, correct and complete. By signing below on behalf of Merchant, you authorize Member/Bank and/or Agent to collect and use your Social Security number, including for purposes of obtaining consumer credit reports on you. You expressly acknowledge and agree that your Social Security number and your consumer credit report(s) may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or any other legitimate purpose associated with the Merchant account. The undersigned consents to Member/Bank and/or Agent's collection, processing and use of the information contained in this application including the transfer of such information to service providers or affiliates for any lawful purpose including, without limitation, to (i) verify individual identities, and (ii) transfer such information, including personal information, to one or more vendors providing a service that assists Member/Bank and/or Agent with respect to identity confirmation. A Merchant's submission of a transaction to Agent shall be deemed to signify Merchant's acceptance of the Agreement, including the terms and conditions herein.

**Merchant: By** \_\_\_\_\_  
(Merchant Principal or Corporate Officer Signature)  
  
\_\_\_\_\_  
(Print Name)

**Merchant: By** \_\_\_\_\_  
(Merchant Principal or Corporate Officer Signature)  
  
\_\_\_\_\_  
(Print Name)

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PERSONAL GUARANTY**

In consideration of Agents and 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 Agent and Bank under the Agreement, and payment of all sums due hereunder, and in the event of default, hereby waives notice of default and agrees to indemnify Agent and Bank 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 waived 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 hereunder is due, and/or any change in any interest or discount rate or fee hereunder. Guarantor confirms that Guarantor, collectively or individually, is a party to the Agreement and, unconditionally and specifically authorizes Agent and Bank, or its authorized agent, to debit any overdue fees, costs, chargebacks, fines, fees, penalties, expenses or obligations under the Agreement and/or any contractual relationship with Agent and Bank from any personal checking 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 attorney's fees and other legal expenses, incurred by or on behalf of Bank in connection with the enforcement of this Guaranty.

**Merchant: By** \_\_\_\_\_  
(Guarantor Signature)  
  
\_\_\_\_\_  
(Print Name)

**Merchant: By** \_\_\_\_\_  
(Guarantor Signature)  
  
\_\_\_\_\_  
(Print Name)

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# BANK DISCLOSURE

## Merchant Bank Information

The Bancorp Bank ("Bank")  
409 Silverside Road, Ste. 105  
Wilmington, DE 19809  
302-385-5000

### Important Bank Responsibilities

1. Bank is the only entity approved to extend acceptance of VISA products directly to a Merchant.
2. Bank must be a principal to the Merchant Agreement.
3. Bank is responsible for educating Merchants on pertinent VISA Operating Regulations or such pertinent rules and regulation of MasterCard International with which merchants must comply. Merchant acknowledges it has read and understood, or seek clarification from Agent or the Bank, all such rules and regulations before submitting a transaction for processing by Agent and Bank.
4. Bank is responsible for and must provide settlement funds to the Merchant.
5. Bank is responsible for all funds held in reserve that are derived from settlement.

### Merchant Information

Merchant Name: \_\_\_\_\_

Merchant Address: \_\_\_\_\_  
\_\_\_\_\_

Merchant Phone: \_\_\_\_\_

### 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 Merchant Agreement.
4. Comply with VISA, MasterCard, And American Express and Discover Operating Regulations.
5. You may download Visa Regulations from Visa's website at: <https://usa.visa.com/support/small-business/regulations-fees.html>
6. You may download MasterCard Regulations from MasterCard's website at: <http://www.mastercard.com/us/merchant/support/rules.html>
7. You may download the American Express Merchant Operating Guide from American Express' website at: <http://www.americanexpress.com/merchanttopguide>
8. You may download additional merchant information from Discover Network's website at: <http://www.discovernetwork.com/merchants/index.html>

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

\_\_\_\_\_  
Merchant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Merchant's Printed Name & Title

AMENDMENT TO MERCHANT PROCESSING AGREEMENT

This Amendment to Merchant Processing Agreement (the "Amendment") is made and entered into as of the day of \_\_\_\_\_, 2022 (the "Effective Date") by and between North American Bancard, LLC. ("NAB") a Delaware limited liability company, the business address of which is 250 Stephenson Hwy., Troy, MI 48083, and [ \_\_\_\_\_ ] ("Merchant") a [ \_\_\_\_\_ ], the business address of which is [ \_\_\_\_\_ ].

RECITALS

A. On or about [ \_\_\_\_\_ ], North American Bancard ("NAB"), and Merchant executed and delivered that certain Merchant Processing Agreement (the "Agreement");

B. NAB and Merchant have agreed to amend the Agreement as provided herein.

NOW, THEREFORE, for and in consideration of the foregoing Recitals and the mutual covenants and agreements set forth herein, the parties agree as follows:

1. The terms of this Amendment will be effective as of the Effective Date.
  
2. Section 1.16 (Term and Termination) of the Agreement is hereby amended and changed so that Merchant shall no longer be liable for the payment of any minimum monthly fee commitments (including the \$295 minimum) for the remainder of Agreement's initial term if the Merchant terminates the Agreement prior to the end of such term.
  
3. Capitalized terms used but not otherwise defined in this Amendment will have the meanings set forth in the Agreement. This Amendment, together with all exhibits attached here to, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings. In the event of a conflict between this Amendment and the Agreement as it relates to the subject matter hereof, the terms of this Amendment shall control. Otherwise, all terms and conditions of the Agreement will remain in full force and effect and likewise apply to this Amendment.

The parties have executed this Amendment as of the date first above written.

North American Bancard, LLC.  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Merchant  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_