



Surcharge Program Document Requirements

1. Merchant Application and Agreement completed and signed (3)
2. Equipment Finance Lease Agreement completed, signed and initialed – All Pages
3. Form W-9 completed and signed
4. Copy of Void Check
5. Site Survey:
 - a. Picture of Business License
 - b. Picture of Driver's License
 - c. 1 Picture of external signage
 - d. 1 Recent processing statement



Merchant Application & Agreement

ISO _____ Agent / Sales Rep _____ Date Submitted _____

Business Corporate Information

Legal Business Name _____ Address _____

City _____ State _____ Zip _____ Phone # _____

Date Business Started _____ Federal Tax ID _____ Email _____

DBA Business Information (Doing Business As) If not the same as above

DBA Business Name _____ Address _____

City _____ State _____ Zip _____ Phone # _____

Mail the Statements to: Legal ☐ DBA ☐

Type of Ownership: Corporation ☐ Sole Proprietor ☐ LLC ☐ Partnership ☐ Type Products/Services Sold: _____

Type of Service: Retail ☐ Restaurant ☐ w/Tip ☐ MOTO ☐ Other _____ Card Swipe % _____ Hand Keyed % _____

Owner's/ Officer's Information

Owners Name _____ Social Security # _____ DOB _____

Residence Address _____

City _____ State _____ Zip _____ Driver's License # _____ Issue Date _____ Expires _____

Phone _____ Cell Phone: _____

Transaction Information

Terminal Type _____ Dial ☐ IP/High Speed ☐ SVC Discount Fee / Rate % _____

Mthly Stmt/Acct Fee \$ _____ Mthly Min Fee \$ _____ AMEX Opt Blue Yes ☐ No ☐ Next Day Funding \$ _____ Mthly Yes ☐ No ☐

Avg Ticket Amt: \$ _____ Mthly Processing Volume \$ _____ AMEX Direct: CAP# or SE# _____

ACH Authorization: I authorize Debit Technologies Inc., its Affiliates, and or DTI Card Payment Processor to debit the bank account listed DDA: _____ ABA: _____ on this agreement or any other agreement between my business and Debit Technologies Inc or any other bank account my company has with any other bank, via ACH, for any amount I owe Debit Technologies Inc or under any contract or guarantee including charge-backs for up to eighteen months after expiration of agreement. In the event Debit Technologies, Inc. demands sum due, or such ACH does not fully compensate Debit Technologies Inc for the amount I owe, I will immediately pay Debit Technologies Inc. in full. Credit Check Authorization: By Signing below, I hereby permit Debit Technologies, Inc. to store and/or disclose any information on this application and any other documentation obtained from either my business or any other consumer reporting agency. **INCLUDE COPY OF: VOIDED CHECK / DRIVER'S LICENSE / BUSINESS LICENSE / STORE FRONT PHOTO / PROCESSING STMT**

Merchant is responsible to: 1 Ensure compliance with cardholder data security and storage requirements. 2 Maintain fraud and charge-backs below thresholds. 3 Review and understand the terms of the MA&A. 4 Comply with the Visa/MasterCard/Discover/American Express operating regulations. The responsibilities listed above do not supersede terms of the MA&A and are provided to ensure the merchants understands the important obligations of each party and that the Visa/MasterCard/Discover/American Express member. "Acquirer" is the ultimate authority should the Merchant have any problems. 5 Comply with card organization rules. 6 Retain a signed copy of this MA&A and this Disclosure Information. Please read the Merchant Application and Agreement (MA&A) Booklet also known as the Merchant Services Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you. Merchant understands that a copy of the MA&A terms booklet is available for downloading from the internet at: <http://www.dticredit.com>. Merchant further acknowledges reading and agreeing to all terms in the MA&A booklet, which shall be incorporated into this MA&A. By its signature below, Client acknowledges that is has received (either in person, by facsimile, or by electronic transmission) the MA&A booklet consisting of 12 pages (including this confirmation).

Individual Guaranty – No Titles

As a primary inducement to PROCESSOR and BANK and to enter into this MA&A the undersigned Guarantor(s), by signing this MA&A jointly and severally, unconditionally and irrevocably, personally guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to Processor under this MA&A or any other agreement currently in effect or in the future to entered into between Merchant or its principals and Processor, as such agreements not exist or are amended from time to time, with or without notice. Guarantor(s) understands further that PROCESSOR and BANK may proceed directly against Guarantor(s) without first exhausting their remedies against any other person or entity responsible to it or any security held by PROCESSOR and BANK and Merchant. This guarantee will not be discharged or affected by the death of the undersigned, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefits of any successor of PROCESSOR and BANK and guarantor(s) understand that the inducement to PROCESSOR and BANK and to enter into this MA&A is consideration for the guaranty, and that this guaranty remains in full force and effect even if the Guarantor(s) receive no additional benefit from the guaranty.

AGREED AND ACCEPTED:

Signature

Date

For All Businesses – Business Resolution

The indicated officer(s) identified 2 below have the authorization to execute the MA&A on behalf of the here within named business. MERCHANT UNDERSTANDS THAT THIS MA&A SHALL NOT TAKE EFFECT UNTIL MERCHANT HAS BEEN APPROVED BY PROCESSOR AND BANK AND A MERCHANT NUMBER IS ISSUED.

AGREED AND ACCEPTED

Signature

Date



Merchant Services Agreement – Card Payment Discount Program

This Merchant Services Agreement (hereinafter referred to as the "Card Payment Discount Program" is made this ____ day of _____, 20____, by and between Versatile Merchant Solutions, LLC and Debit Technologies, Inc., ("VMS/DTI") a Texas Corporation having its principal offices at 700 Corporate Circle, Suite E, Golden, CO 80401 and: (Merchant) _____ having its place of business at (address) _____.

WITNESS WHEREOF the parties have executed this Agreement by a duly authorized representative as of the date first set forth above both parties agree: Merchant desires to participate in the VMS/DTI Card Payment Discount Program and WHEREAS, VMS/DTI is engaged as the "Payment Services Provider" is in the business of processing, installing, operating, servicing, and/or selling Point-of-Sale Terminal products, proprietary electronic interfaces, and electronic transaction processing which will provide debit and credit card processing services on an exclusive basis, hereinafter referred to as "Processing Services". Card payment processing services shall be provided by VMS/DTI. The purpose of this Agreement is to set forth the terms and conditions under which VMS/DTI may establish merchant accounts (using the information provided by merchant) for both credit and/or debit transactions and pay on behalf of Merchant specifically card-present base interchange processing costs and per item interchange transaction fees, excluding the following fees: Visa (FANF) Fixed Acquirer Network Fee, MasterCard (MALF) Acquiring Licensing Fee, Visa/MC Credit Acquirer Fees, Chargeback sale amounts, Chargeback-Retrieval fees, Non-Swiped Keyed, Telephone transaction fees, Dues & Assessments, International and Foreign card transaction fees, and excluding any additional ancillary fees which may be imposed. In addition Merchant agrees to pay _____ cents or _____ % per card payment transaction billed monthly. Merchant agrees to not let any person or company (other than VMS/DTI) interfere with the operation of the terminal equipment or card payment processing services, nor install or allow to have installed any other debit or credit card processing equipment on the premises during any term of this agreement.

1. **VMS/DTI Establishment of Services.** In the event VMS/DTI elects to replace equipment, Merchant may be required to package defective equipment for a courier service to pick up and Merchant may be required to pay delivery freight expenses for the equipment replacement. VMS/DTI will provide at no charge and Merchant agrees to install and place public disclosure signage at the point-of-sale in a clear and conspicuous location disclosing the Card Payment Discount Program. Disclosure signage shall remain visible to the public during the term or any renewal of this agreement. Merchant agrees to install replacement signage and/or window sticker decals as required by VMS/DTI.

2. **VMS/DTI Product Pricing, Discounts, and Customer Service Fee.** As stated on the disclosure signage Merchant agrees as part of its regular, standard, list product pricing that a "Customer Service Charge" (CSC) will be established and assessed on all sales including cash, checks, credit & debit cards, etc. Merchant agrees to establish the initial Customer Service Charge amount of _____ (% or \$). Through the use of VMS/DTI proprietary payment terminal software Merchant agrees to apply an immediate automatic discount to its customers who choose to pay with cash or check. No discount will be given to customers paying by credit or debit card. All individual posted product pricing will be the net price after the discount is applied. In the event the monthly average card sale amount is greater than the initial amount indicated in the merchant application documentation then merchant agrees to increase the Customer Service Fee as required by VMS/DTI or pay the difference as an increase in the Customer Service Charge.

3. **VMS/DTI Obligations of Retail Client.** It is understood that Merchant has hereby appointed VMS/DTI as its exclusive agent to deal with all service providers in matters regarding establishment of services for the term and any renewal periods of this contract including establishing a merchant account using all information provided including the transfer of original signatures. For all amounts owed Merchant authorizes VMS/DTI to initiate ACH debit and credit entries to the Merchant's checking or savings account as indicated on the Merchant Processing Application and Agreement. Merchant may cancel or transfer to another bank this method of billing with ten (10) days prior written notice to VMS/DTI. Merchant agrees - to NOT provide cash back, extra cash, change, or any other form of additional funds which cause the total card payment transaction sale amount to increase in value beyond the initially established average sales ticket amount. Merchant agrees all fees and or amounts owed under the terms of this Agreement may be collected via ACH electronic bank draft.

4. **Term.** The term of this Agreement is one (3) year from the date of complete installation of all Equipment for all Locations covered by this Agreement. Unless otherwise notified in writing and said notice has been delivered ten (10) days prior to expiration to VMS/DTI at the above listed address by US Certified Mail this Agreement shall automatically renew for continuous one (1) year periods without further notice or action. If this agreement is cancelled prior to the current expiration period a \$0 cancellation fee will be assessed.

5. **VMS/DTI Discount Program Parameters, Modifications, Program Guide, and Merchant Processing Application (MPA).** Merchant acknowledges it has reviewed and accepts the terms of this agreement and the Merchant Processing Application either online (www.VMS/DTIcredit.com) or by hard copy and the Program Guide has been made available for review and that VMS/DTI has the authority on behalf of the Merchant to complete the Merchant Processing Application and establish services including the transfer of original signatures to the merchant application and other docs. A \$25 monthly charge will apply to accounts on file that are inactive. VMS/DTI has the authority to increase or lower the Customer Service Charge or any other fees from time to time as business conditions change. Merchant agrees to comply with all network card association rules and policies including maintaining PCI-DSS SECURITY compliance. Merchant is required to utilize VMS/DTI for provision of PCI-DSS SECURITY certification; an annual fee of \$125 per location for PCI compliance will be assessed annually or monthly regardless if merchant contracts for PCI with any other provider. A \$4.95 monthly per location IRS government compliance and \$10 monthly account fee will be assessed. Rules and regulations of the debit and credit card payment networks are subject to change and may impose additional fees, which will be assessed to Merchant. Merchant is responsible for reimbursement to VMS/DTI for any Charge-Back sale amounts that may occur plus a \$25 Charge-Back Fee per occurrence. In the event merchant does not pay any chargeback sales and/or fees VMS/DTI may submit to a third party collection agency for amounts owed.

6. **Assignments.** This Agreement is assignable by VMS/DTI without Retail Client's consent. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

7. **Notice.** Any notices required or permitted to be provided by one party to the other pursuant to this Agreement shall be in writing and shall be sufficient and deemed given (i) if by hand delivery, upon receipt thereof, (ii) if mailed, three (3) days after deposit in the mail, postage prepaid, certified mail, return receipt requested, or (iii) if by next day delivery service, upon such service. All notices shall be addressed to the party at the appropriate address first set forth above.

8. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such determination shall not affect the validity or enforceability of any remaining provisions of this Agreement. If any provision of this Agreement is invalid under any applicable statute or rule of law, it shall be enforced to the maximum extent possible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

9. **No Waiver.** The failure of either party to exercise any right or remedy provided for herein shall not be deemed a waiver of any right or remedy hereunder. No waiver by any party of any breach of any provisions hereof shall constitute a waiver unless made in writing signed by the party.

10. **Headings and References.** The captions used in this Agreement are for convenience only and are not to be considered in interpreting this Agreement.

11. **Entire Agreement.** Each party acknowledges that this Agreement, including any Exhibits annexed hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all previous proposals, negotiations, representations, commitments, writings, understandings, agreements, and all other communications, both oral and written, between the parties.

This Agreement may not be modified or altered except by a written instrument executed by a duly authorized representative of each of the parties.

VMS/DTI Agent:	Merchant Signature:
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Date:

Date

DISCLOSURE PAGE

Member Bank (Acquirer) Information

Acquirer Name: B MO Harris Bank, N.A.

Acquirer Address: 150 N. Martingale Road, Suite 900, Schaumburg, IL 60173

Acquirer Phone: 847-240-6600

Important Member Bank (Acquirer) Responsibilities

1. A Discover / Visa / MasterCard Member is the only entity approved to extend acceptance of Discover / Visa / MasterCard products directly to a Merchant.
2. A Discover / Visa / MasterCard Member must be a principal (signer) to the Merchant Agreement.
3. The Discover / Visa / MasterCard Member is responsible for educating Merchant on pertinent Discover / Visa / MasterCard Operating Regulations with which Merchant must comply.
4. The Discover / Visa / MasterCard Member is responsible for and must provide settlement funds to the Merchant.
5. The Discover / Visa / MasterCard Member 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 chargeback rates below thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with Discover / Visa / MasterCard Operating Regulations.

The responsibilities listed above do not supercede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Discover / Visa / MasterCard Member (Acquirer) is the ultimate authority should the Merchant have any problems.

Merchant Signature

Date

Merchant's Printed Name and Title

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax

classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-				
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Employer identification number

			-							
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

LESSOR HAS ASSIGNED TO WELLS FARGO BANK, NATIONAL ASSOCIATION ("WELLS FARGO"), AND HAS GRANTED WELLS FARGO A SECURITY INTEREST IN, ALL RIGHT, TITLE AND INTEREST OF LESSOR IN AND TO THIS LEASE, ALL PRESENT AND FUTURE RENTAL, LEASE AND OTHER PAYMENTS AND CHARGES OWED TO LESSOR HEREUNDER AND ALL PRODUCTS AND PROCEEDS THEREOF, PURSUANT TO THE LOAN AND SECURITY AGREEMENT, DATED OCTOBER 30, 2013, AS HERETOFORE AMENDED, BETWEEN WELLS FARGO AND LESSOR, AS THE SAME NOW EXISTS AND MAY HEREAFTER BE AMENDED, MODIFIED, SUPPLEMENTED, EXTENDED, RENEWED, RESTATED OR REPLACED.

NON CANCELABLE EQUIPMENT FINANCE LEASE AGREEMENT



NorthernLeasingSystems, Inc., "(LESSOR)"

132 West 31st Street, New York, NY 10001 • www.northernleasing.com
Ph. (800) 683-5433 Fx. (800) 342-7172

VENDOR NAME ("VENDOR") Versatile Merchant Solutinos	VENDOR CODE ZBRAU	LEASE NUMBER
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LEGAL NAME OF LESSEE ("LESSEE")		D/B/A NAME		<input type="checkbox"/> CORPORATION <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP
MAILING ADDRESS		CITY	STATE	ZIP
BUSINESS ADDRESS (if different from above)		CITY	STATE	ZIP
LESSEE PHONE NO.	BUS.START DATE	TYPE OF BUSINESS	E-MAIL ADDR.	

EQUIPMENT DESCRIPTION (Manufacturer, Model, Serial Number)	QUANTITY
Dejavoo	
LOCATION OF EQUIPMENT (Address, Street, City, State, Zip) if different from above	

SCHEDULE OF LEASE PAYMENTS	PAYABLE AT SIGNING OF THE LEASE
BASE MONTHLY LEASE PAYMENT \$ _____ and Loss & Damage Waiver fee of \$4.95 per month per unit of equipment, if applicable, as provided in Section 12 of this Lease for a MINIMUM LEASE TERM of <u>48</u> Months ("Lease Term"). In addition, Lessee will pay all applicable taxes and an annual administrative tax processing fee of \$25. Such taxes may be collected prior to payment to the taxing authority. See Section 9 below for more details.	<input type="checkbox"/> FIRST & LAST MONTHLY PAYMENT \$ _____ <input checked="" type="checkbox"/> LAST MONTHLY PAYMENT \$ _____

BANK NAME _____ ROUTING _____ ACCOUNT _____

LEASE ACCEPTANCE

No attempt at oral modification or rescission of this lease or any term thereof will be binding upon the parties. See Section 19 on Page 6 hereof. BY SIGNING THIS LEASE, THE UNDERSIGNED LESSEE ACKNOWLEDGES READING ALL 6 PAGES OF THIS LEASE, THAT ALL BLANK TERMS ON PAGE 1 WERE FILLED IN AT THE TIME OF SIGNING, THAT LESSEE HAS BEEN GIVEN A COPY OR AN OPPORTUNITY TO MAKE A COPY OF THE LEASE AND THAT LESSEE AGREES TO BE BOUND BY ALL THE TERMS OF THIS LEASE.

Lessee's Authorized Signature	Title	Print Name	Date
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PERSONAL GUARANTY

To induce Lessor to enter into this Lease and purchase the Equipment for Lessee and knowing that Lessor is relying on this guaranty as a precondition to entering into this Lease, I, the undersigned ("Guarantor"), individually, absolutely and unconditionally guaranty to Lessor the prompt payment when due of all of Lessee's obligations to Lessor under the Lease irrespective of any other circumstance which might otherwise constitute a defense to this guaranty. Lessor shall not be required to proceed against Lessee or the Equipment or enforce any other remedy before proceeding against me. I agree to pay all reasonable attorneys' fees and other expenses Lessor incurs in enforcing this guaranty and Lease. I consent to any extension or modification granted to Lessee, and the release and/or compromise of any obligation of Lessee or any other obligors and guarantors shall not in any way release me from my obligations under this guaranty. This is a continuing guaranty and shall bind my heirs, successors and assigns, and may be enforced by or for the benefit of any assignee or successor of Lessor. This guaranty and any and all matters in dispute between me and Lessor whether arising from or relating to the guaranty itself, or arising from alleged matters occurring prior to, during, or subsequent to the execution of the guaranty ("Dispute"), shall be governed by the laws of the State of New York. All Disputes relating to this guaranty shall be litigated exclusively in the federal or state courts located in the State and County of New York notwithstanding that other courts may have jurisdiction over the parties and the subject matter, and I freely consent to the jurisdiction of such courts, including without limitation, the Civil Court of the City of New York. Lessor may properly serve me with legal process via certified mail by mailing same to my address set forth herein or to my current or last known address at the time of suit. I WAIVE, INSOFAR AS PERMITTED BY LAW, TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR IN ANY WAY RELATING TO THIS LEASE OR GUARANTY. I agree not to pursue a claim against Lessor or its assigns as part of a class action or other representative action, to the extent permitted by applicable law. I expressly authorize Lessor or its servicing agents or assigns continuing authority to obtain one or more investigative and other credit reports from a credit bureau or credit reporting agency and to conduct one or more credit checks concerning my credit history, and acknowledge that Lessor may furnish information relating to this Lease and guaranty to one or more credit reporting agencies. Disputes or inaccuracies regarding information Lessor furnishes to a credit reporting agency shall be sent to Lessor at its address listed above. I understand that upon my written request, Lessor will inform me whether or not a credit report was requested, and if such report was requested, of the name and address of the consumer reporting agency that furnished the report. BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ ALL 6 PAGES OF THIS LEASE, THAT ALL BLANK TERMS ON PAGE 1 WERE FILLED IN AT THE TIME OF SIGNING, THAT I HAVE BEEN GIVEN A COPY OR AN OPPORTUNITY TO MAKE A COPY AND THAT I AGREE TO BE BOUND BY ALL THE TERMS OF THIS GUARANTY AND LEASE.

Guarantor's Signature	Print Name	Social Security No.		
Home Address	City	State	ZIP	Home Phone No.

TERMS AND CONDITIONS

1. Please take your time and carefully read all 6 pages of this Equipment Finance Lease Agreement ("Lease") so that you fully understand its terms and feel free to contact us with any questions you may have. We use the words "you" and "your" to mean the Lessee and Guarantor listed above, and the words "we," "us," and "our" to refer to the Lessor listed above. The term Lessor shall include its designees, servicing agents, successors and assigns.
2. **PURCHASE OF EQUIPMENT; TITLE.** We agree to purchase from the Vendor the equipment listed above ("Equipment") and lease the Equipment to you under the terms set forth in this Lease. So long as you are not in default under any of the terms of this Lease, we will not interfere with your quiet use and enjoyment of the Equipment. We shall at all times retain title to the Equipment. You are not authorized to release the Equipment to any third-party, including the Vendor, without our express written consent, and you shall maintain the Equipment in good operating condition, normal wear and tear excepted. You shall not remove the Equipment from the location shown herein without our written consent, which shall not be unreasonably withheld.
3. **AUTHORIZATION FOR AUTOMATIC WITHDRAWAL OF PAYMENTS.** You authorize us to automatically withdraw your monthly lease payment and any other amounts due, or otherwise payable by you under this Lease, together with any additional charges that may be reasonably imposed by Lessor in the future (provided that such charges will take effect only after thirty (30) days written notice to Lessee), by initiating via the Automatic Clearing House ("ACH") system debit entries to your account at the bank listed above or at such other bank or financial institution that you may provide us with from time to time ("Account"). You acknowledge that your Account is established for business purposes only and not for personal, family, or household purposes. In the event of a default of your obligations hereunder, you authorize us to debit your Account for the full amount provided for under this Lease without any further notice. You understand that the foregoing ACH authorization and your obligation to pay any amounts provided for under this Lease shall survive the expiration or termination of this Lease. You further understand that the foregoing authorization is a fundamental condition to induce us to accept this Lease. Consequently, such authorization is intended to be irrevocable. In the event that you purport to terminate such authorization, we, in our sole discretion, may invoice you for payments due under this Lease and impose a reasonable processing fee, which is currently \$5.00 per month, which amount we may change upon thirty (30) days written notice to you. In the event that you make any payment due

hereunder by credit card, you authorize us to charge that same credit card for any subsequent payments that become due and which are not collected via ACH, which authorization shall survive the expiration or termination of this Lease.

4. NO CANCELLATION. You cannot cancel this Lease during the Lease Term for any reason. You do not have a free trial period. Your duty to make the monthly lease payments is absolute, unconditional and irrevocable and is not subject to any offset, deduction, defense or counterclaim, notwithstanding that the Equipment is damaged or lost, or you no longer use, need or want the Equipment, or you return the Equipment to us (except as provided in Section 14 on page 5 of this Lease), or for any other reason.

5. NO WARRANTIES. WE ARE LEASING THE EQUIPMENT TO YOU "AS IS." WE HAVE MADE NO REPRESENTATION, GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) REGARDING THE EQUIPMENT. WE DISCLAIM ALL SUCH REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND. IF THE EQUIPMENT DOES NOT WORK AS REPRESENTED BY THE VENDOR OR ANY OTHER PERSON, OR IF THE VENDOR OR ANY OTHER PERSON FAILS TO PROVIDE ANY SERVICE, OR IF THE EQUIPMENT IS NOT PROPERLY INSTALLED OR IS UNSATISFACTORY FOR ANY OTHER REASON, YOU WILL MAKE ANY CLAIM THEREON SOLELY AGAINST THE VENDOR OR SUCH OTHER PERSON AND YOU WILL NOT MAKE ANY CLAIM AGAINST US, AND YOU WILL CONTINUE TO BE OBLIGATED TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE. WE WILL NOT BE LIABLE FOR ANY LOSS OR INJURY TO YOU OR ANY OTHER PERSON OR PROPERTY (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES) CAUSED BY THE EQUIPMENT OR ITS FAILURE TO OPERATE PROPERLY.

6. NON-CONSUMER FINANCE LEASE. We and you intend this Lease to be a "Finance Lease" as defined by Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge that we did not manufacture or license the Equipment nor did we select it for you. You selected the Equipment from the Vendor based upon your own judgment. You are aware that leasing the Equipment may be more expensive than purchasing the same equipment outright, and you have had an opportunity to research the cost to purchase the same equipment outright. You may have rights under the supply contract for the Equipment and you may contact the Vendor or the manufacturer of the Equipment for a description of those rights or warranties. You acknowledge that the Equipment is being leased for commercial and lawful purposes only and not for personal, family, or household purposes. You further agree that you are not a "consumer" with respect to this Lease, and neither this Lease nor any guaranty thereof shall be construed as a consumer transaction or as a "consumer lease."

7. LEASE COMMENCEMENT; RECEIPT AND ACCEPTANCE OF EQUIPMENT. The Lease shall commence on the first day on which we shall have accepted and executed the Lease and you shall have received the equipment ("Commencement Date") and shall continue until your obligations under the Lease are fully satisfied. Your monthly payments are due on the first day of each month following the Commencement Date. In addition, if the Commencement Date is other than the first day of a calendar month, then you shall pay to us, in addition to all other sums due hereunder, an amount equal to one thirtieth of the total monthly payment due or to become due hereunder multiplied by the number of days from and including the Commencement Date to the end of the calendar month in which the Commencement Date occurs. In the event that you have paid the first and last monthly lease payments without applicable taxes or other charges hereunder, we may add such taxes or other charges to the first or a subsequent ACH debit from your Account. You acknowledge that no interest will be paid on any advance lease payments. (If the Lessee will keep the Equipment at a Florida location, the remaining portion of this Section 7 is not applicable.) In the event that you have not received the Equipment, you shall notify us in writing via certified mail within thirty (30) days of the date you sign this Lease that you have not yet received the Equipment. Your failure to provide us with such notice shall constitute your acknowledgment that you have received and accepted the Equipment for all purposes of this Lease.

8. ASSIGNMENT. We may assign or transfer this Lease or our interest in the Equipment without notice to you. Any assignee of ours shall have all of the rights, including but not limited to the rights set forth in Section 3 on Page 2 hereof, but none of our obligations under this Lease and you agree that you will not assert against any assignee of ours any defense, counterclaim or offset. You shall not assign this Lease or in any way dispose of all or any part of your rights or obligations under this Lease or enter into any sublease for all or any part of the Equipment without our prior written consent.

9. NET LEASE; TAXES; FEES. You agree that the lease payments payable hereunder by you are to be net to us. You agree to pay us in advance or reimburse us for all sales, use, excise, personal property, stamp, documentary and ad valorem taxes, license and registration fees, assessments, fines, penalties and similar charges including, but not limited to, UCC filing, recording and re-recording fees, imposed on you or us or incurred by us, for the ownership, use, or possession of the Equipment during the term of this Lease and during the month to month period thereafter, or for the lease payments hereunder (except our Federal or State income taxes), plus an administrative tax processing fee in the amount of \$25.00 per calendar year (regardless of the date you signed the Lease), and that we may collect such

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charges through ACH debits to your Account during and after the expiration of the Lease. You acknowledge that the monies we collect from this administrative tax processing fee may provide us with a profit. We may estimate the amount of the taxes and charge you in advance for such total amount, through ACH debits or otherwise or we may charge you with a proportional amount with each monthly lease payment hereunder. In the event the estimate is lower than the amount of the actual taxes, you agree to pay the difference. In the event the estimate is higher than the actual taxes, we will refund the difference, unless the amount is less than \$10 in which event you hereby authorize us to keep the difference as an additional administrative tax processing fee. You acknowledge that taxes and related administrative tax processing fee may be collected prior to payment of those taxes to a taxing authority. Unless otherwise agreed to in writing, we shall file required personal property tax returns with respect to the Equipment.

10. INDEMNITY. You shall and do hereby agree to indemnify and save and hold us harmless from any and all liability, damage or loss, including reasonable attorney's fees, arising out of the operation, control, use, condition (including but not limited to latent and other defects, whether or not discoverable by you), maintenance, delivery and return of the Equipment. The indemnity shall continue in full force and effect notwithstanding the expiration or termination of the Lease.

11. RISK OF LOSS. You shall assume the entire risk of loss, damage or destruction of the Equipment from any and every cause whatsoever (hereinafter referred to as a "Loss") during the term of this Lease and thereafter until redelivery of the Equipment to us. In the event of a Loss of any item of Equipment, you shall promptly notify us of the Loss and at your expense and at our option, you shall either (a) repair such item, returning it to its previous condition, unless damaged beyond repair, (b) pay us (except to the extent of any proceeds of insurance provided by you which we shall have received as a result of such Loss) for the replacement value of the Equipment which we estimate and you agree shall be ten percent (10%) of the aggregate Base Monthly Lease Payments for the Lease Term if the Lease Term is forty-eight (48) months or more; fifteen percent (15%) of the aggregate Base Monthly Lease Payments for the Lease Term if the Lease Term is thirty-six (36) to forty-seven (47) months; twenty percent (20%) of the aggregate Base Monthly Lease Payments for the Lease Term if the Lease Term is twenty-four (24) to thirty-five (35) months; and twenty-five percent (25%) of the aggregate Base Monthly Lease Payments for the Lease Term if the Lease Term is twenty three (23) months or less ("Replacement Value"), (c) replace such item with a like item acceptable to us, in good condition and of equivalent value, which shall become our property, included within the term "Equipment" as used herein, and leased from us herewith for the balance of the full term of this Lease, or (d) pay us all accrued and unpaid monthly lease and other payments, late charges and interest, plus the Replacement Value of the Equipment. The obligation to continue making all monthly and other payments due under this Lease shall continue following a Loss, as if there had been no Loss, except in the case of option (d) above, in which case, your obligations to make monthly lease payments shall terminate.

12. INSURANCE. You shall keep the Equipment insured against all risks of a Loss at your expense for not less than the sum of the remaining monthly lease payments plus the full Replacement Value thereof. All such insurance shall be in form and with companies satisfactory to us and shall name us and our assignee(s) as Loss Payee as our interest may appear with respect to property damage coverage and require that the insurer give us at least ten (10) days written notice prior to the effective date of any modification or cancellation thereof. You may be able to add this insurance coverage to your existing commercial policy and should contact your insurance carrier or broker for that information. You shall deliver to us satisfactory evidence of insurance coverage required hereunder. The proceeds of such insurance payable as a result of a Loss shall be applied to satisfy your obligation as set forth in Section 11 above. Until such time as you provide us with satisfactory evidence of insurance coverage as required under this Section and at any other time during which insurance is not in force, you agree to purchase a Loss and Damage Waiver currently at the price of \$4.95 per month per unit of equipment, which amount we may change upon thirty (30) days' written notice to you, and which we may collect through ACH debits to your Account. Under the Loss and Damage Waiver, we will waive your responsibility for keeping the Equipment fully insured during the term of this Lease. In addition, in the event of a Loss, upon your notifying us of the same in writing that a Loss has occurred, and providing us with a copy of the applicable police or fire report, if any, and upon our determination that a Loss has in fact occurred, and provided that you are not at that time otherwise in default of this Lease, we will, at our sole option and discretion, either (a) provide for its replacement with equipment of comparable value and utility, in which case this Lease and all of your obligations hereunder shall continue, or (b) terminate this Lease, in which case your obligation to make monthly lease payments to us shall terminate. You acknowledge that the monies we collect from this Loss and Damage Waiver may provide us with a profit.

13. EVENT OF DEFAULT; REMEDIES; CLAIMS. If any one of the following events (each a "Default") shall occur, then to the extent permitted by applicable law, we shall have the right to exercise any one or more of the remedies set forth below: (i) you fail to pay any lease payment or any other payment hereunder when due; or (ii) you fail to perform or comply with any of the other terms, covenants, or conditions of this Lease. If a Default occurs, we may do any or all of the following at our option: (a) cancel this Lease and declare immediately due and payable and recover from you, by legal action, ACH debit or otherwise, an amount equal to the sum of (1) the amount of all lease payments, the due dates of which have passed but remain unpaid hereunder, (2) the present value, using a discount rate of 2%, of all other lease payments scheduled to come due until the end of the Term, (3) all other amounts due under this Lease, (without



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duplication of amounts referred to in clauses (1), (2), (4), (5), and (6) of this section), (4) as to all amounts referred to in the preceding clauses (1), (2), and (3), interest on such amount at the rate of eighteen percent (18%) per annum from the date of Default (but only to the extent permitted by law), through and including the date of payment of such amount, (5) our collection costs, including without limitation reasonable attorney's fees which you and we agree shall be no less than twenty-five percent (25%) of the total amount of the claim, and (6) the Replacement Value of each piece of Equipment you fail to return to us; and/or (b) exercise any other right or remedy available at law or in equity. We may, but shall have no duty to, repossess and remarket the Equipment or otherwise mitigate any damages relating to the Equipment. All rights and remedies set forth above are cumulative and may be enforced concurrently. You and we acknowledge the difficulty in establishing a value for the unexpired lease term and owing to such difficulty agree that the provisions of this section represent an agreed measure of damages and are not to be deemed a forfeiture or penalty. Any delay or failure to enforce our rights hereunder will not prevent us from enforcing any rights at a later time. In addition to the foregoing, if you assert any claim, action, proceeding, counterclaim or lawsuit against us ("Claim"), and we are successful in defending such Claim, you agree to pay us our reasonable attorney's fees and court costs in connection with defense of such Claim.

14. END OF LEASE TERM OPTIONS. At the expiration of the Lease Term or monthly renewal period as described in this section, provided that you are not in default, you have the following options: (a) you may return the Equipment, freight prepaid, to us within ten days of the expiration of the Lease Term or monthly renewal period and pay us a \$150 restocking fee; or (b) provided that you notify us in writing within thirty (30) days prior to the expiration of the Lease Term or monthly renewal period that you wish to exercise this option, you may purchase the Equipment on an AS-IS WHERE-IS basis for its Replacement Value which amount shall be due at the expiration of the Lease Term or monthly renewal period. If you do not provide us with thirty days' written notice of your intention to exercise option (b) above, or if you fail to return the Equipment to us within ten (10) days of the expiration of the Lease Term or monthly renewal period, this Lease shall thereupon be extended on a month-to-month basis at the same monthly lease payment and upon the same terms and conditions set forth herein, including your End of Lease Term Option set forth in this section. If you paid the last monthly lease payment at the time of the signing of this Lease, such payment shall be applied (without interest) to the last monthly lease payment upon your return of the Equipment to us provided that no other sums are owing by you to us under the Lease, in which event we may apply such payment to any such amount outstanding. By exercising option (a) or (b) above, your obligation to make monthly lease payments for the Equipment shall terminate. However, the exercise of any option in this section will not extinguish any other payment obligations arising under this Lease, including, but not limited to, the obligation to pay taxes and fees under Section 9 above. You acknowledge that the monies we collect for the restocking fee may provide us with a profit.

15. LATE PAYMENTS; COLLECTION COSTS. Whenever you do not make any payment in full when due under this Lease, you agree to pay us, in addition to any of the other remedies provided in this Lease, a late fee in an amount equal to eighteen percent (18%) of the full payment, but only to the extent allowed by law. Late fees shall be applied to each unpaid amount due under this Lease until such time, if any, that we declare all amounts immediately due and payable in accordance with Section 13. You will also pay us a processing charge of \$20.00 for each returned check, each rejected ACH debit, or each returned credit card charge plus all other reasonable collection costs we incur. Payments may first be applied to late fees and processing charges and then to Lease obligations.

16. GOVERNING LAW; CHOICE OF FORUM; WAIVER OF JURY TRIAL; LIMITATION ON ACTION. You and we agree that our acceptance and execution of the Lease at our executive office in the City and State of New York shall be the final act necessary for the formation of this Lease. This Lease, and any and all actions, proceedings, and matters in dispute between you and us, whether arising from or relating to the Lease itself, or arising from alleged extra-contractual facts prior to, during, or subsequent to the Lease (all collectively referred to hereafter as a "Dispute"), shall be governed by the laws of the State of New York, without regard to the conflict of law, rules or principles thereof. All Disputes shall be instituted and prosecuted exclusively in the federal or state courts located in the State and County of New York notwithstanding that other courts may have jurisdiction over the parties and the subject matter. YOU AND WE WAIVE, INSOFAR AS PERMITTED BY LAW, TRIAL BY JURY IN ANY DISPUTE. We may properly serve you with legal process for any Dispute via certified mail by mailing same to your Mailing Address or to your current or last known address at the time of suit. Any cause of action you may have relating to a Dispute must be commenced within one year from the accrual of that cause of action.

17. ABILITY TO NEGOTIATE TERMS. For a limited period of time described below, you may negotiate certain terms and conditions of this Lease with us; you are not required to accept the terms and conditions as they currently appear in this Lease. If you wish to exercise this option, you must notify us in writing via certified mail within seven (7) days of the date you sign this Lease that you wish to exercise this option, and you must specifically set forth in good faith the particular term(s) that you wish to negotiate, whereupon you and we shall endeavor to negotiate in good faith alternative terms and conditions as may be mutually agreeable. In the event that you and we are unable to reach an agreement on modifications to this Lease following good faith negotiation, either party shall have the right to rescind this

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Lease by sending a notice in writing via certified mail within ten (10) days of the date that you exercised the option to negotiate certain terms and conditions of this Lease. Your failure to provide timely notice that you wish to exercise this option, and/or your failure to send a timely notice of rescission, shall constitute your full acceptance of all of the terms and conditions of this Lease. We suggest that you seek the advice of your legal counsel to discuss this option.

18. **SEVERABILITY.** We and you intend this Lease to be a valid and subsisting legal instrument, and agree that any provision of this Lease which may be deemed unenforceable shall be modified to the extent necessary to render it enforceable and shall in no way invalidate any other provision or provisions of this Lease, all of which shall remain in full force and effect. No delay by us in enforcing any rights under this Lease shall be interpreted as a waiver of such rights, and any payment obligation set forth in this Lease shall survive the expiration or termination of the Lease. The section headings contained in this Lease are for convenience and easy reference only and shall not in any way affect the meaning or construction of any provision of this Lease.

19. **NO AGENCY; ENTIRE AND FINAL AGREEMENT.** You understand and agree that we are an entirely separate and independent company from the Vendor, the manufacturer of the Equipment, and/or credit card processor for your merchant processing account, if any. The Vendor, the manufacturer of the Equipment and/or credit card processor, if any, are not our agent and are not authorized to waive or alter any term or condition of this Lease and their representations shall in no way affect your or our rights and obligations set forth in this Lease, including your unconditional and irrevocable obligation to make the monthly lease payments as set forth herein. We do not provide merchant processing services and this Lease does not cover any such services. Any arrangement you have or are contemplating making for a merchant processing account is entirely independent of this Lease, or to your obligations hereunder. Please refer to your agreement with your merchant processor, if any, or contact your merchant's processor's representative to discuss the terms of your existing merchant processing arrangement. You understand that we will compensate the Vendor in connection with the execution of this Lease. This Lease contains the entire and final expression of the agreement between you and us, and may not be waived, altered, modified, revoked or rescinded except by a writing signed by one of our executive officers. All prior and/or contemporaneous oral and written representations are merged herein. No attempt at oral modification or rescission or termination of this Lease or any term thereof will be binding upon the parties.

VENDOR'S BILL OF SALE

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Vendor represents and warrants to Northern Leasing Systems, Inc. ("Lessor") that it is the absolute owner of the Equipment, that the Equipment is free and clear of all liens, charges and encumbrances, and that the undersigned has full right, power and authority to make this bill of sale, and hereby sells, assigns, transfers and sets over the Equipment to Lessor.

Signer	Title	Dated	
Vendor Name Versatile Merchant Solutions			
Address 1229 Mall Dr.	City Richmond	State VA	Zip 23235
Vendor Phone No. 804-897-1260			

LESSOR OFFICE USE ONLY

Accepted by **Northern Leasing Systems, Inc.**

Signature/Title	Print Name	Dated
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