



## Merchant Application and Agreement

### Overview:

This proposal has been generated per the request of \_\_\_\_\_ (Merchant) From SureGate, LLC Inc. (SG) for payment Gateway use to perform (CISP) (PCI) Complaint level 1, 2 and 3 electronic payment processing by way of Retail (POS) Terminal, Virtual Terminal, (IVR), E-Commerce, Mobile commerce such as (WAP), Java or Windows mobile wireless payment technology using wireless PDA's and Phones. The following hardware and services are supported by this gateway.

### SureGate LLC Gateway Hardware Options:

#### Virtual / POS Terminals supported:

VeriFone 3750 IP based Terminal  
Magtek MICR WEDGE cardreader  
BlueBamboo H50 Dial-up  
BlueBamboo h50 GPRS Wireless  
BlueBamboo P25 and P25m Bluetooth  
SureGate LLC mCommerce technology  
Blade by Hypercom  
Optimum m4230

### Pin Pad:

VeriFone Pin Pad 1000SE / SureGate LLC H50  
Hypercom S9

#### SureGate LLC Gateway Services Include:

- Please Check the following services you will be using
  - ACH Processing
  - Credit Cards:
    - Visa / Mastercard
    - American Express
    - Novus / Discover
    - Diners / JCB
  - Membership / Recurring billing and ACH processing
  - Pin-Based Debit cards

#### SureGate LLC other Gateway Services:

- Please check the following Services you will be using
  - Gift card Processing
  - Check Guarantee / Check Verification / Check collection
    - Signature capture
  - Shopping Cart Emulator

**Please Choose a batch time for your online Virtual terminal**

**\*Please note:** if you choose a time after 12:00 A.M. your money will be delayed.

**\*Please note:** all times below are referring to EST, Please change below if you are in a different time zone.

<input type="checkbox"/>	12:00 a.m.	12:00 p.m.	<input type="checkbox"/>
<input type="checkbox"/>	1:00 a.m.	1:00 p.m.	<input type="checkbox"/>
<input type="checkbox"/>	2:00 a.m.	2:00 p.m.	<input type="checkbox"/>
<input type="checkbox"/>	3:00 a.m.	3:00 p.m.	<input type="checkbox"/>
<input type="checkbox"/>	4:00 a.m.	4:00 p.m.	<input type="checkbox"/>
<input type="checkbox"/>	5:00 a.m.	5:00 p.m.	<input type="checkbox"/>
<input type="checkbox"/>	6:00 a.m.	6:00 p.m.	<input type="checkbox"/>
<input type="checkbox"/>	7:00 a.m.	7:00 p.m.	<input type="checkbox"/>
<input type="checkbox"/>	8:00 a.m.	8:00 p.m.	<input type="checkbox"/>
<input type="checkbox"/>	9:00 a.m.	9:00 p.m.	<input type="checkbox"/>
<input type="checkbox"/>	10:00 a.m.	10:00 p.m.	<input type="checkbox"/>
<input type="checkbox"/>	11:00 a.m.	11:00 p.m.	<input type="checkbox"/>

**EST**

**Central**

**Mountain**

**Pacific**

**Payment Processor Certifications:**

The following processors are certified with the SureGate LLC payment Gateway.

- o First Data Merchant Services (FDMS)
- o Total System Services (TSYS)
- o Global Payments
- o Paymentech
- o Electronic Clearing House (ECHO)
- o National Check Network (NCN)
- o First Hawaiian Bank (FHB)
- o Ipay Delaware (IPD)
- o Nova Information Systems (NIS)

**Service Level Agreement:**

SureGate LLC will provide Merchant with a gateway conforming to industry standard.

**Term:**

Merchant agrees to a (3) three year commitment for use of the SureGate unlimited gateway usage program. The merchant will not assign this Agreement without the approval of SureGate LLC. This usage agreement will be automatically renewed on its (3) three- year anniversary, which will continue each year unless written cancellation is received by SureGate LLC (60) sixty days prior to the renewal date.

**Transaction Pricing and Payment Terms:**

In consideration of (Merchant) use of Payment Gateway for its client base, SureGate agrees to the pricing below.

INTERNET MERCHANT FEES		WIRELESS MERCHANT FEES	
Per Transaction Fee	\$	Per Transaction Fee	\$
One-time customer Set up Fee	\$	One-time customer Set up Fee	\$
Gateway Monthly Access Fee	\$	Gateway Monthly Access Fee	\$
Virtual Terminal Fee	\$	Virtual Terminal Fee	\$
Electronic Statement Fee	\$	Electronic Statement Fee	\$
Paper Statement Fee	\$	Paper Statement Fee	\$
Recurring Billing Fee	\$		

The above transaction fee schedule includes Helpdesk Customer Support.

Additional customer services as they become available will be billed to merchant at the negotiated rate for such services.

SureGate, LLC will control all pricing to the client base for services rendered.

**ACH terms and conditions:**

SureGate, LLC will draft Merchants accounts for the fees above on between the 25<sup>th</sup> and 30<sup>th</sup> of each month. Merchant agrees to allow SureGate, LLC the ability to debit (ACH) merchants bank accounts within (5) five days of receipt of billing.

In the even SureGate, LLC is unable to debit customers bank account for services rendered Merchant will be charged a twenty five dollar (\$25.00) NSF fee, notified and customer will be given (2) two days to cure payment default. In the event payment default is not cured, (as established by then current SureGate, LLC pricing Matrix) SureGate will have the right to interrupt payment gateway services to Merchants. Upon default cure SureGate, LLC agrees to reinstate payment gateway services to the merchant within 24 hours.

**MERCHANT INFORMATION**

Legal Name of Business: \_\_\_\_\_  
 Tax Payer id or SSN #: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_  
 Billing Phone number: \_\_\_\_\_

\_\_\_\_\_ hereby authorizes SureGate, LLC initiate debit to their account.

- Checking Account
- Credit Card

At the depository financial institution named below, hereafter called depository, and debit to such account. Merchant acknowledges that the origination of ACH transactions to/from Merchants account must comply with U.S. Laws.

**DEPOSITORY INFORMATION**

Bank Name or Card holder Name: \_\_\_\_\_  
Bank Routing or Credit Card type: \_\_\_\_\_  
Bank account or Card number: \_\_\_\_\_  
Bank or Cardholder Address: \_\_\_\_\_  
Credit Card Expiration date: \_\_\_\_\_

\*Please note: Your amount(s) that will be drafted will vary each month depending on the amount of transactions you run.

**MERCHANT AUTHORIZATION:**

Please Initial here: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

The Authorization Agreement is to remain in full force and effect until SureGate, LLC has received written notification from Merchant. Please refer to ACH terms and conditions. (page 3)

\*Please note- SureGate will need a (30) thirty day notice of any bank account changes.

**Non-Circumvention:**

Merchant Agrees to not attempt to reverse, social engineer or copy directly or indirectly the intellectual property, technology or otherwise ANY resources associated with SureGate, LLC. Beginning at the termination of this agreement, merchant further agrees not to solicit, impose, recruit circumvent SureGate, LLC in anyway and will enter into SureGate, LLC’s Non–Solicitation and Non– Compete Agreement to this effect.

Any violation of this provision will result in immediate termination of this agreement and in addition to any other applicable remedies of law.

In addition, the Merchant will be liable to SureGate, LLC for all liquidated damages plus all lost revenue and all profit generated by such violation for each site which uses the same or substantially similar technology, software or any form of the intellectual property provided by SureGate, LLC. Any action arising from this Agreement shall be brought pursuant to the laws of South Carolina with the venue solely limited to Greenville County.

**Confidentiality:**

The Merchant will execute a Non- Disclosure agreement for the intellectual property and other trade secrets of each party which SureGate, LLC provides to the merchant.

**Relationship Management:**

SureGate, LLC and Merchant will assign a communication and technical relationship manager to the business relationship.

**Account / Customer ownership:**

SureGate, LLC and Merchant both independently own control their rights to the accounts receivables (income) generated as a result of their customer base using the SureGate Payment Gateway. Both Parties may assign these rights as needed anytime.

**Gateway Review:**

Thirty (30) days prior to the end of the 12<sup>th</sup> month of this Agreement there will be a review by SureGate and Merchant as to the costs related to implementing this Agreement during this period of time. In the event there are increased or decreased expenses related to the implementation of this agreement SureGate and Merchant agree to review these expenses and mutually agree to adjust the per transaction fee.

**Customer Accountability:**

Both parties will own their own customer base and are held 100% accountable for their customers billing, sales processes, marketing expenses, losses, charge backs, travel and or customer support as it relates to Non-Gateway related services.

**Marketing Terms and Press Releases:**

The internet Payment Gateway is built for unlimited use and licensed by SureGate LLC. It is considered a strictly confidential, custom built computer server configuration and not for public disclosure. All aspects of the Gateway, its configuration, and its uses are a trade secret owned but SureGate, LLC and licensed to the Merchant during the term of this Agreement.

**Liability:**

SureGate, LLC will not be liable for any loss of profit, loss of service, loss of potential sales or any other economic loss as a result of lost service or its degradation. SureGate, LLC's sole liability will be to restore service to the merchant.

**Security Protocol:**

The parties agree that the services provided meet or exceed all required security protocols and are PCI and CISP certified. In the event of the loss of such certification SureGate, LLC will immediately notify merchant.

The terms and conditions outlined above are agreed to by the parties below who have authority to enter in to such agreement:

**SureGate, LLC**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
Print: \_\_\_\_\_ Date: \_\_\_\_\_

**Merchant:**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
Print: \_\_\_\_\_ Date: \_\_\_\_\_  
E-mail \_\_\_\_\_