ACH & RTP PROCESSING AGREEMENT

Partner Name/Code:
Farmigo R8207

I. MERCHANT INFORMATION

Merchant Legal Name:		Merchant DBA:		Federal Tax ID Number:
Legal Address, City, State, Zip Code:		Physical Address, City, State, Zip Code: (if different than Legal)		
Website Address:	Primary Contact Name:	Primary Email Address:	Primary Contact Number:	Customer Service Number:

II. PRINCIPAL / OWNER 1

Principal / Owner Name:	Title:	Percent Ownership:	Phone Number:	
Residence Address:	City:		State:	Zip Code:
Social Security Number:	Date of Birth:	Driver's License Number:	Driver's License State:	

III. PRINCIPAL / OWNER 2

Principal / Owner Name:	Title:	Percent Ownership:	Phone Number:	
Residence Address:	City:		State:	Zip Code:
Social Security Number:	Date of Birth:	Driver's License Number:	Driver's License State:	

IV. REQUESTED ACH DEBIT TRANSACTION VOLUME

Max Daily Number of Transactions:	Max Monthly Number of Transactions:	Max Single Transaction Amount: $	Max Daily Volume Amount: $
Max Monthly Volume Amount: $	Avg. Single Transaction Amount: $	Avg. Monthly Volume Amount: $	

V. MERCHANT BUSINESS INFORMATION

Year Business Established:	Business Type: ☐ Sole Proprietor ☐ Corporation ☐ LLC ☐ Non-Profit ☐ Partnership ☐ Other: _____	Year Business Incorporated:
State Incorporated:	Business License Number:	Merchant Category Code (MCC):

Describe specific products or services the company offers for which the ACH services will be used:

VI. MERCHANT CONFIGURATION

Email for Reports: (monthly invoice, summary, detailed reporting & notifications)	Welcome Email sent to:	Credentials Email sent to:

Descriptor to appear on consumer bank statement: (10 characters, alpha or numeric)	What percentage of payments are: Debits ____% Credits ____%	Recurring: ☐Yes ☐No	Duplicate Detection: ☐Yes ☐No	Email Notifications: (check box if yes, default is no) ☐Thresholds ☐Returns ☐BO Exceptions

Gateway:
☐Nuvei Core Platform ☐Check Commerce ☐USAePay ☐NMI ☐Slim CD ☐Other: _____

If issuing **Credits**, please indicate the following:
Max Single Transaction Amount: $_____
Max Daily Volume Amount: $_____
Max Monthly Volume Amount: $_____

What percentage of payments are to:
Businesses ____% Consumers ____%
Reason for requesting Credits:

List any Special Instructions:

How are you collecting banking information from your customer?* **Total must equal 100%. Be specific.**

_____% WEB, Internet / Ecomm
_____% TEL, Telephone
_____% PPD, Written Signature
_____% CCD, Business to Business
_____% , Other

* Authorization documentation must be provided upon Underwriting submission.

By signing this Application, Merchant agrees to send transactions using the authorization methods indicated above, only. Merchant agrees to notify Nuvei prior to initiating any Entries utilizing any additional or different methods of receiving authorizations for payment from consumers.

Settlement Bank Routing Number: (9-digits)	Settlement Bank Account Number:	Name as Listed on Settlement Bank Account:
Invoice Bank Routing Number: (if different than Settlement)	Invoice Bank Account Number: (if different than Settlement)	Name as Listed on Invoice Bank Account:
Return Bank Routing Number: (if different than Settlement)	Return Bank Account Number: (if different than Settlement)	Name as Listed on Return Bank Account:

VII. CERTIFICATE OF BENEFICIAL OWNER(S)

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 own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute the crimes.

By signing this Application, I attest that I have accurately provided the name, address, date of birth, and Social Security Number (SSN) for the following individuals (i.e. the beneficial owners):

i. Each individual, if any, who owns directly or indirectly, twenty-five (25) percent or more of the equity interests of the legal entity customer (e.g., each natural person that own twenty-five (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 number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals under each section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual must be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30% equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four twenty-five (25) percent equity holders under section (i)).

VIII. CIP / LIST OF BENEFICIAL OWNERS HOLDING AN INTEREST OF 25% OR GREATER

Owner / Officer Name:	Social Security Number:	Date of Birth:	Percent Ownership:	Residence Address, City, State, Zip Code:
Owner / Officer Name:	Social Security Number:	Date of Birth:	Percent Ownership:	Residence Address, City, State, Zip Code:
Owner / Officer Name:	Social Security Number:	Date of Birth:	Percent Ownership:	Residence Address, City, State, Zip Code:
Owner / Officer Name:	Social Security Number:	Date of Birth:	Percent Ownership:	Residence Address, City, State, Zip Code:

IX. IDENTIFY A SINGLE INDIVIDUAL WHO HAS SIGNIFICANT RESPONSIBILITY TO CONTROL A MERCHANT

(i.e. CEO, CFO, COO, MANAGING MEMBER, GENERAL PARTNER, PRESIDENT, VP,OR TREASURER)

Name:	Title:	Social Security Number:	Date of Birth:	Residence Address, City, State, Zip Code:

For purposes of this ACH and RTP Processing Application ("Application"), Nuvei US, LLC ("Nuvei") having its business address at 1375 N. Scottsdale Road, Suite 400, Scottsdale, AZ 85257. The Application and the ACH and RTP Terms and Conditions ("Terms and Conditions") provided at https://document.nuvei.com/tos/us/Nuvei-US-ACH-and-RTP-Terms-v09.2024, or attached to this Application, which are incorporated by reference herein, together with Schedule A (Pricing) attached hereto, constitute the "Merchant Agreement."

X. CONTROL PANEL ACCESS ACKNOWLEDGEMENT

☐ By checking this box, Merchant hereby requests access to the online reporting system ("Control Panel - CP")
Merchant hereby appoints the following CP Administrator as the Merchant's primary contact person to the Terms and Conditions.

Administrator Name:	Title:	Email Address:	Telephone:

PERSONAL GUARANTEE: By signing below for Merchant, each individual that signs this Application (each a "Guarantor') jointly and severally (if there is more than one Guarantor) and unconditionally guarantees Nuvei the prompt payment and full and complete performance by Merchant of all Merchant's obligations as set forth in the Merchant Agreement, as amended from time to time, including, without limitation, all promises and covenants of Merchant, and all amounts payable by Merchant under such Merchant Agreement, including, without limitation, charges, interest, costs and other expenses, such as attorney's fees and court costs. This means, among other things, that Nuvei can demand performance or payment from any Guarantor if Merchant fails to perform any obligation or pay what Merchant owes under the Merchant Agreement. Each Guarantor agrees that his or her liability under this guaranty will not be limited or canceled because: (1) the Merchant Agreement cannot be enforced against Merchant for any reason, including, without limitation, bankruptcy proceedings; (2) either Nuvei agrees to changes or modifications to the Merchant Agreement, with or without notice to Guarantor; (3) Nuvei releases any other Guarantor or Merchant from any obligation under the Merchant Agreement; or (4) any law, regulation, or order of any public authority affects the rights of either Nuvei, Merchant, or Bank under the Merchant Agreement. Each Guarantor further agrees that:

i. Nuvei may delay enforcing any of its rights under this guaranty without losing such rights and hereby waives any applicable Statute of Limitations;
ii. Nuvei can demand payment from such Guarantor without first seeking payment from Merchant or any other Guarantor or from any security it holds; and
iii. Such Guarantor will pay all court costs, attorney's fees, and collection costs incurred by Nuvei in connection with the enforcement of the Merchant Agreement or this Guaranty, whether or not there is a lawsuit, and such additional fees and costs as may be directed by a court. If Merchant is a corporation or limited liability company, this Guaranty must be executed by a principal or affiliate of Merchant. Guarantor agrees and acknowledges having read the Terms and Conditions accessible at https://document.nuvei.com/tos/us/Nuvei-US-ACH-and-RTP-Terms-v09.2024. If Guarantor was unable to access such Terms and Conditions, Guarantor acknowledges having separately received, and having read and agreed to those Terms and Conditions. For further certainty, Guarantor agrees that this Application may be approved by Nuvei, and that, if approved, this Application, together with the Terms and Conditions, will form the Merchant Agreement by which the parties are bound.

By Principal / Owner 1:		**By Principal / Owner 2:**	
Name (Print or Type):	Title:	Name (Print or Type):	Title:
Authorized Signature:	Date:	Authorized Signature:	Date:

AGREEMENT SIGNATURE: By executing this Application on behalf of Merchant, the undersigned individual(s) represent(s), warrant(s), and acknowledges(s) that: (i) All information contained in this Application is true, correct and complete as of the date of this Application; (ii) If Merchant is a corporation, limited liability company, or partnership, the individual(s) executing this Application have the requisite legal power and authority to complete and submit this Application on behalf of Merchant and to make and provide the acknowledgments, authorizations and agreements set forth herein on behalf of the Merchant and individually; (iii) The information contained in this Application is provided for the purpose of obtaining, or maintaining, a merchant account for Merchant with Nuvei, and Nuvei will rely on the information provided herein in its approval process; (iv) Nuvei is authorized to investigate, either through their own agents or through credit bureaus/agencies, the credit of Merchant and each person listed on this Application; (v) The Merchant Agreement will not take effect until Merchant has been approved by Nuvei and a merchant identification number has been issued to Merchant; and (vi) THE UNDERSIGNED HAS RECEIVED READ AND UNDERSTOOD THE TERMS AND CONDITIONS ACCESSIBLE AT https://document.nuvei.com/tos/us/Nuvei-US-ACH-and-RTP-Terms-v09.2024, OR ATTACHED TO THIS APPLICATION, WHICH ARE INCORPORATED HEREIN BY REFERENCE, AND AGREES ON BEHALF OF MERCHANT TO BE BOUND BY THOSE TERMS AND CONDITIONS IN ADDITION TO THOSE TERMS SET OUT IN THIS APPLICATION. For further certainty, Merchant agrees that this Application may be approved by Nuvei, and that, if approved, this Application, together with the Terms and Conditions, will form the Merchant Agreement by which the parties are bound.

By Principal / Owner 1:		**By Principal / Owner 2:**	
Name (Print or Type):	Title:	Name (Print or Type):	Title:
Authorized Signature:	Date:	Authorized Signature:	Date:

By Nuvei US:			
Name (Print or Type):	Title:	Authorized Signature:	Date: