1 COMPANY INFORMATION

♦DBA NAME: American Towing and Recovery

CONTACT NAME: Victor Miranda

♦DBA ADDRESS TYPE: BSA ♦ DBA ADDRESS1 *(NO PO BOX)*: 531 SE 20th Court

DBA ADDRESS 2:

♦CITY: Cape Coral | ♦ STATE FL | ♦ZIP CODE: 33990

♦COUNTRY OF PRIMARY BUSINESS OPERATIONS: USA

♦BUSINESS COUNTRY OF FORMATION: USA | ♦DBA PHONE #: 239-770-6123

♦EMAIL ADDRESS: jhossy95@msn.com | DBA FAX #:

YEAR ESTABLISHED: 2000 | MOBILE PHONE #:

♦LENGTH OF CURRENT OWNERSHIP: 19 YEARS, 0 MONTHS

CIP EXEMPTION:

BENEFICIAL OWNER EXEMPTION: NON

2 OTHER ADDRESS *(IF DIFFERENT THAN ABOVE)*

☐ MAILING ☒ SHIPPING ☐ *SEE ALSO SPECIAL INSTRUCTIONS* *(MORE THAN ONE OPTION MAY BE SELECTED)*

LOCATION NAME: American Towing and Recovery | PHONE #: 239-770-6123

CONTACT: Victor Miranda | FAX #:

ADDRESS: 531 SE 20th Court | CITY: Cape Coral | STATE: FL | ZIP CODE: 33990

STATEMENTS/ RETRIEVALS /CHARGEBACKS

STATEMENTS: ◉ *DBA OR* ☐ *MAILING OR* ☐ *W-9* | *AUTO SEND:* ☐ *YES* ☐ *NO (CHAIN COMPANIES ONLY – MUST INCLUDE CHAIN SET UP FORM)*

RETRIEVALS: ***MAIL TO:*** ◉ *DBA* ☐ *MAILING OR* ***FAX TO:*** ◉ *DBA* ☐ *MAILING OR* ***EMAIL TO:*** *OR* ☐ *ONLINE CASE MANAGEMENT (OCM)*

CHARGEBACKS: ***MAIL TO:*** ◉ *DBA* ☐ *MAILING AND* ***FAX TO:*** ◉ *DBA* ☐ *MAILING OR* ***EMAIL TO:*** *OR* ☐ *ONLINE CASE MANAGEMENT (OCM)*

3 PRINCIPAL 1 INFORMATION *(INCLUDE ALL ADDITIONAL OWNERS WITH 25% OR GREATER OWNERSHIP (INDIVIDUAL OR INTERMEDIARY BUSINESS) ON THE ADDL OWNERSHIP FORM)*

♦ ◉ BENEFICIAL OWNER: PERCENTAGE OF OWNERSHIP 50 % | ☐ AUTHORIZED SIGNER | ☐ SOLE PROPRIETOR

♦ADDITIONAL BENEFICIAL OWNERS? NO | ☒ RESPONSIBLE PARTY | TITLE: OP | IF OTHER:

♦FIRST NAME: Victor | ▸MIDDLE NAME: | ♦LAST NAME: Miranda

♦ADDRESS TYPE: PRA ♦ADDRESS (NO PO BOX): 531 SE 20th Court

♦CITY: Cape Coral | ♦STATE/PROVINCE: FL | ♦ZIP/POSTAL CODE: 33990 | ♦COUNTRY: USA

♦DOB: 11/01/1960 | ♦US PERSON: Yes | ▸PHONE #: 239-770-6123

PREVIOUS ADDRESS IF CURRENT ADDRESS IS LESS THAN 2 YEARS

▸HOME ADDRESS: | ▸CITY: | ▸STATE: | ▸ZIP CODE:

▸ID TYPE: SSN | ▸ID #: 158564090 | ▸IF OTHER- ID TYPE:

▸IF OTHER ID #: | ▸IF OTHER ID - COUNTRY OF ISSUANCE: | ▸IF OTHER GOVERNMENT ISSUED - ID NAME:

OTHER COMPANY INFORMATION

♦AVERAGE SALE AMOUNT: $ 600

♦HIGH SALE AMOUNT: $ 1000

♦NUMBER OF HIGH SALES (ABOVE) ANNUALLY: 5

♦TOTAL **MONTHLY** VISA/MC/AMEX/DISC/UNIONPAY SALES: $ 3000

☐ CARD PRESENT 100%
☐ CARD NOT PRESENT 100%*
☐ INTERNET 100%*
☐ OMNI COMMERCE

OMNI COMMERCE (MUST TOTAL 100%)
CARD PRESENT 80 %
CARD NOT PRESENT* 20 %
INTERNET* ____ %

♦ANNUAL REVENUE: $ 400000

♦INDUSTRY TYPE: RE

♦DESCRIPTION OF PRODUCT/SERVICES OFFERED: towing

SPECIAL PROGRAM MCC ONLY: 7549

WHEN DOES THE CUSTOMER RECEIVE THE PRODUCT OR SERVICE?
IF NOT SAME DAY, _____ # OF DAYS (INCLUDE SHIPPING TIME FRAME) date of transaction

▸**INTERNET :** PRODUCT WEBSITE:

▸**INTERNET:** "CONTACT US" EMAIL: jhossy95@msn.com

**CUSTOMER SERVICE PHONE # AND PREVIOUS PROCESSOR REQUIRED BELOW*

▸CUSTOMER SERVICE PHONE #: 239-770-6123

▸PREVIOUS PROCESSOR:

IF SEASONAL, PLEASE CHECK MONTHS CLOSED BELOW. *(CUSTOMER MUST CONTACT CUSTOMER SERVICE TO DEACTIVATE AND REACTIVATE ACCOUNT)*

☐ JANUARY ☐ FEBRUARY ☐ MARCH ☐ APRIL ☐ MAY ☐ JUNE
☐ JULY ☐ AUGUST ☐ SEPTEMBER ☐ OCTOBER ☐ NOVEMBER ☐ DECEMBER

BANK ACCOUNT *(CHECKING ACCOUNTS ONLY)*

♦DEPOSIT BANK NAME: FIRST TENNESSEE BANK NATL ASSN	♦ABA/ROUTING #: 067011760	♦DDA ACCOUNT #: 560032395206
BILLING BANK NAME *(IF DIFFERENT)*:	ABA/ROUTING #:	DDA ACCOUNT #:
CHARGEBACK BANK NAME *(IF DIFFERENT)*:	ABA/ROUTING #:	DDA ACCOUNT #:
TAPE ID (OPT): 14	☐ Fast Track Funding	

CARD ACCEPTANCE *(PLEASE CHECK EACH CARD YOU WISH TO ACCEPT.)*

☐ **ALL VISA/MASTERCARD/AMEX/UNIONPAY/DISCOVER*** 

☒ VISA CREDIT ☒ VISA DEBIT ☒ MASTERCARD CREDIT ☒ MASTERCARD DEBIT ☒ DISCOVER* ☐ UNIONPAY ☒ AMEX

PRICING CATEGORY

◉ RETAIL ☐ MO/TO / INTERNET
☐ RESTAURANT ☐ ARU
☐ LODGING ☐ OMNI COMMERCE (TIERED & EICP ONLY)
☐ SUPERMARKET

PRICING INFORMATION

RATES ARE FOR ALL CARD ACCEPTANCE TYPES SELECTED. ALL CARD BRAND ASSESSMENTS WILL BE PASSED THROUGH AT COST.

☐ TIERED ☐ FIXED OR ☐ ENHANCED IC PLUS

	VISA	MASTERCARD	DISCOVER*	UNIONPAY	AMERICAN EXPRESS
	RATE (%) + PER ITEM ($)	RATE (%) + PER ITEM ($)	RATE (%) + PER ITEM ($)	RATE (%) + PER ITEM ($)	RATE (%) + PER ITEM ($)
QUALIFIED	____ % + $____	____ % + $____	____ % + $____	____ % + $____	____ % + $____
MID QUALIFIED	____ % + $____	____ % + $____	____ % + $____	____ % + $____	____ % + $____
NON QUALIFIED	____ % + $____	____ % + $____	____ % + $____	____ % + $____	____ % + $____
OTHER TIER	☐ CHECK CARD *(T-opt /EIC-req)*	☐ SPRMKT *(T-opt/EIC-NA)*	☐ QPS/SMALL TKT *(T-opt/EIC-NA)*		
	____ % + $____	____ % + $____	____ % + $____	____ % + $____	____ % + $____
REWARDS TIER *(T-opt / EIC-req)*	____ % + $____	____ % + $____	____ % + $____	____ % + $____	____ % + $____
COMMERCIAL CARD TIER *(T-opt /EIC-req)*	____ % + $____	____ % + $____	____ % + $____	____ % + $____	____ % + $____
PASS THRU: ◉ IC PLUS OR ☐ IC DIFF MARKUP	.20 % + $ 0.100	.20 % + $ 0.100	.20 % + $ 0.100	____ % + $____	.35 % + $ 0.200

☐ **DIFFERENTIAL**

	VISA	MASTERCARD	DISCOVER*	UNIONPAY	AMERICAN EXPRESS
	RATE (%) + PER ITEM ($)	RATE (%) + PER ITEM ($)	RATE (%) + PER ITEM ($)	RATE (%) + PER ITEM ($)	RATE (%) + PER ITEM ($)
QUALIFIED	____ % + $____	____ % + $____	____ % + $____	____ % + $____	____ % + $____
NON QUALIFIED	____ % + $____	____ % + $____	____ % + $____	____ % + $____	____ % + $____

Discover includes JCB, DI, PAY PAL PAYMENT DEVICE*
****PAYPAL ACCEPTANCE AND RATES ARE BASED ON CARD SWIPED TRANSACTIONS ONLY.**

FEES

APPLICATION FEE	$0
INSTALLATION/TRAINING	$0
RETURN ITEM FEE/NSF (PER OCCUR)	$25
ACCOUNT MAINTENANCE	$20
CHARGEBACK (PER OCCUR)	$25
ANNUAL FEE START DATE:	$0
MONTHLY MINIMUM	$
MONTHLY SERVICE FEE	$8
OTHER:	$0.000
OTHER:	$0.000
OTHER:	$0.000
OTHER:	$0.000

STATEMENT: ☐ ELECTRONIC OR ◉ PAPER

PRICING PROGRAMS

MONETARY PROGRAM:
AUTH PROGRAM: 49101
EQUIPMENT: 59999
MISCELLANEOUS: 59999

AUTHORIZATIONS (PER OCCURRENCE)

VISA	$ 0.000	UNIONPAY	$ 0.000	VOICE AUTH TOUCH TONE	$ 1.950
MASTERCARD	$ 0.000	WEX	$ 0.000	VOICE- OPERATOR ASSISTED	$ 1.950
DISCOVER	$ 0.000	DIAL COMMUNICATION	$ 0.000	VOICE – WITH AVS	$ 2.2
AMEX	$ 0.000	OTHER:	$____	VOICE – BANK REFERRAL	$ 4

SAFE T SERVICES BUNDLE

◉ ASSOC COMPLIANCE
☐ SAFE T SILVER
☐ SAFE T GOLD
☐ SAFE T Solo

$10

Per month, taxes and other fees may apply, see company representation and certifications)

PIN DEBIT

MONETARY: ☐ PASS THROUGH (ICDIF) ◉ PASS THROUGH (ICPLS) ☐ SURCHARGE (FLAT RATE)
AUTH : ◉ PASS THROUGH (INTERCHANGE PLUS MARKUP) ☐ FIXED (FLAT RATE)

APPLY RATE TO ALL NETWORKS: RATE (%) + PER ITEM ($) ____ % + $____ AUTH $____
PIN DEBIT MONTHLY FEE $____

INTERLINK .20 % + $ .10 AUTH $ 0	MAESTRO .20 % + $ .10 AUTH $ 0	UPDBT .20 % + $ .10 AUTH $ 0	ACCEL .20 % + $ .10 AUTH $ 0
AFFN .20 % + $ .10 AUTH $ 0	ALASKA .20 % + $ .10 AUTH $ 0	CU24 .20 % + $ .10 AUTH $ 0	NETS .20 % + $ .10 AUTH $ 0
NYCE .20 % + $ .10 AUTH $ 0	PULSE .20 % + $ .10 AUTH $ 0	SHAZAM .20 % + $ .10 AUTH $ 0	STAR .20 % + $ .10 AUTH $ 0

OTHER CARD TYPES EXISTING

AMEX	SE # *(10 DIGITS)*:	PER AUTH: $	EBT	SE # *(7 DIGITS)*:	PER AUTH: $	☐ WEX (ADDITIONAL PAPERWORK REQ.)
OTHER	SE #:	PER AUTH: $	OTHER	SE #:	PER AUTH: $	☐ VOYAGER (ADDITIONAL PAPERWORK REQ.)

POINT OF SALE (EQUIPMENT OR SOFTWARE)

NETWORK: ☒ ELAVON ☐ OTHER | ☐ A THIRD PARTY INTEGRATOR WILL BE USED FOR IMPLEMENTATION: | COMMUNICATION METHOD (IP DEFAULT): ☐ DIAL

VAR SERVICE PROVIDER (HOSTED): | VAR (DISTRIBUTED): VENDOR: PRODUCT: VERSION:

OF TIDS: TID TYPE (OMNI ONLY): | # OF TIDS: TID TYPE (OMNI ONLY):

QTY	POS DESCRIPTION	ITEM CODE	TID TYPE OMNI ONLY	PRICE PER UNIT	MONTHLY FEE PER UNIT	LEASE** TERM (MONTHS)	ANNUAL FEE PER UNIT	PER AUTH	PURCHASE	LEASE**	EXISTING	EXCHANGE
1	VX520	VX520		$ 0.00	$		$	$	☐	☐	☐	◉
1	PINPAD VX820	PP820		$ 0.00	$		$	$	☐	☐	☐	◉
				$	$		$	$	☐	☐	☐	☐
				$	$		$	$	☐	☐	☐	☐
				$	$		$	$	☐	☐	☐	☐
				$	$		$	$	☐	☐	☐	☐

SURCHARGES

CREDIT CARD SURCHARGING IS PROHIBITED IN THE FOLLOWING STATES: CO, CT, KS, MA, ME AND OK

☐ CREDIT CARD SURCHARGING RATE **3.00%**
(ONLY AVAILABLE FOR TETRA DESK 3500, TETRA DESK 5000 OR TETRA MOVE TERMINALS)
☐ CREDIT SURCHARGE TO MERCHANT

ALL APPLICABLE STATE AND LOCAL TAXES WILL BE APPLIED. ☐ SALES TAX EXEMPT (ADDITIONAL DOCUMENTATION REQUIRED)

**PLEASE NOTE THAT ALL LEASES MUST COMPLETE THE SECTION BELOW. INITIALS ARE REQUIRED.

☐ SATURDAY DELIVERY ☐ NEXT DAY AIR ◉ 2ND DAY AIR | **ELAVON BILLS ONE TIME FEES**

Elavon and Member have no responsibility for, and shall have no liability to Company in connection with, any hardware or software, or any related services, Company receives under a direct agreement (including any sale, warranty or end-user license agreement) between Company and a third party, including any Value Added Servicer, even if Elavon collects fees or other amounts from Company with respect to such hardware, software or services.

	DESCRIPTION	SETUP FEE	ANNUAL FEE	MONTHLY FEE	PER AUTH FEE
ADDITIONAL POS SERVICES:		$	$	$	$
		$	$	$	$

SOFTWARE/WIRELESS

	QTY	POS DESCRIPTION	ITEM CODE	TID TYPE OMNI ONLY	MONTHLY RATE PER UNIT	ANNUAL FEE PER UNIT	MONTHLY FEE PER UNIT	SETUP/ SIM CARD FEE PER UNIT	PER AUTH FEE
RENTAL EQUIPMENT:					$	$	$	$	$
					$	$	$	$	$
					$	$	$	$	$
					$	$	$	$	$

Rentals cancelled within the first 24 months will be charged a $200 restocking fee. Rentals may result in paying more for the equipment over time as compared to purchasing. Rental equipment may be new or used and is dependent on inventory available at time of order. All used equipment is inspected and refurbished upon return before being re-deployed. Rentals are month to month and may be terminated at any time by Company. Additional provisions around the use of rental equipment can be found in the Equipment Chapter of the Operating Guide: a link to the Operating Guide can be found in Section 5 of this Application, below.

TERMINAL PROGRAMING INSTRUCTIONS *(DO NOT USE FOR CONVERGE – THIS INFORMATION IS COVERED DURING TRAINING)*

☒ **RETAIL (AUTO CLOSE DEFAULT)** ☐ QUICK CLOSE ☐ STORE AND FORWARD ☐ NO SIGNATURE ☐ CONTACTLESS (+ NO SIGNATURE)

☐ **RESTAURANT (QUICK CLOSE DEFAULT)** TIP FUNCTION (DEFAULT) ☐ FINE DINING ☐ TAB FUNCTION

☐ **CARD NOT PRESENT (AUTO CLOSE DEFAULT)** ☐ QUICK CLOSE ☐ **LODGING (QUICK CLOSE DEFAULT)** ☐ QUICK STAY

CUSTOM PROMPTS: *(CUSTOM PROMPTS COULD RESULT IN LONGER DEPLOYMENT TIMEFRAMES)*
☒ TERMINAL AUTO CLOSE (RTL, MOTO) 1930 TIME ZONE Easti ☐ CASH BACK PIN DEBIT (RTL): $ ____ (MAX) ☐ CUSTOM FOOTER: ____
☐ NO TIP (REST) ☐ NO SERVER PROMPT (REST) ☐ CLERK PROMPT (RTL) ☐ REMOVE SECURITY PROMPTS (FORM REQUIRED) ☐ TIP FUNCTION WAITER (RTL) ☐ TIP FUNCTION CASHIER (RTL)

TRAINING (DEFAULT = NO TRAINING): ☐ TRAINING | **PHONE INFORMATION:** ACCESS #: CONTACT NAME: CONTACT PHONE #:

X_____I understand that I am entering into a -month commercial equipment lease for credit-card processing equipment. I understand this is a NON-CANCELLABLE commercial equipment lease and that I will be required to make monthly payments of $ under this lease for the entire -month term, regardless of any representations made by the Sales Representative. Under a -month term with a monthly payments of $, I understand the approximate total cost of the equipment lease to be $. I also realize that I will have to pay applicable sales tax every month and, if I do not provide evidence of insurance, I will be charged an additional $4.95monthly to cover equipment. I understand the equipment lease may be more expensive than purchasing the same equipment outright, and that I have had an opportunity to research the cost to purchase the same equipment outright. As an alternative to a lease, I understand I may purchase the equipment outright at the time of the lease application for the amount of $. Finally, I understand that I will be personally responsible for making payments under this lease and that any failure to pay all amounts when due may result in additional charges, potential damage to my credit rating, and/or legal action against me to collect both past and future payments owed under the lease. The end of lease residual value is $_____plus taxes if applicable.

Company hereby authorizes Elavon, through its Ladco Leasing division ("Lessor"), to automatically withdraw Company's monthly lease payments and any amounts, including any and all taxes or other charges, owed in accordance with the lease, as applicable, by initiating debit entries to Company's account at the financial institution ("Bank") indicated hereon or such other financial institution used by Company from time to time. A lease payment (whether paid by debit or other means) that is not honored by Bank for any reason will be subject to a returned item service fee imposed by Lessor. Upon completion of the lease term, this authorization shall remain in effect until Lessor has received written notice from Company of its termination.

▸BANK NAME: ▸ABA/ROUTING #: ▸DDA ACCOUNT #:

LADCO VENDOR CODE: LEASE PLAN:

REPORT TOOLS

☐ MCP ONLY **OR** ☐ MCP WITH OCM MONTHLY FEE $ _____ SET UP FEE $ _____ # USERS _____ SET UP TYPE (CHECK ONE) ☐ MID ☐ CHN ☐ ENT

☐ ACS MONTHLY FEE $ _____ SET UP FEE $ _____ REMOTE ID _____

SUBSTITUTE FORM W-9

☐ SOLE PROPRIETOR ☐ C CORPORATION ☐ S CORPORATION ☑ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION ☐ PUBLIC CORPORATION

☐ TAX EXEMPT ORGANIZATION (INCLUDE DOCUMENTS THAT SUPPORT EXEMPT STATUS) ☐ GOVERNMENT ☐ TRUST ☐ ESTATE ☐ PRIVATE CORPORATION

☐ LIMITED LIABILITY COMPANY – TAX CLASSIFICATION (D=DISREGARDED ENTITY, C=C CORPORATION, S=S CORPORATION, P=PARTNERSHIP): (IF LLC, PLEASE INDICATE D, C,S OR P)

LEGAL BUSINESS NAME* : American Towing & Recovery

*NAME (OF BUSINESS) AS SHOWN ON YOUR BUSINESS INCOME TAX RETURNS. FOR SOLE PROPRIETORS, THIS SHOULD ALWAYS BE THE OWNER'S NAME.

LEGAL BUSINESS ADDRESS (NO PO BOX): 531 SE 20th Court		OR TIN (EMPLOYER ID #): 20-1472919	
CITY: Cape Coral	STATE: FL	ZIP: 33990	TIN (SOCIAL SECURITY #):

5 COMPANY REPRESENTATIONS AND CERTIFICATIONS

Company Representations and Certifications. By signing below, the applicant company ("Company") and its representative(s) represent and warrant to Elavon, Inc. ("Elavon" or "Member" as applicable), with offices at 7300 Chapman Highway, Knoxville, TN 37920 (collectively, "we" or "us") that (i) all information provided in this company application ("Company Application") is true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of Company; and (ii) the persons signing this Company Application are duly authorized to bind Company to all provisions of this Company Application and the Agreement. Further, by signing below, Company and its representative(s) agree that Company is subject to the terms and conditions set forth in the Terms of Service ("TOS"), including when leasing equipment, and has had an opportunity to review such terms. ***The TOS contains a mandatory and binding arbitration provision that affects Company's legal rights and should be reviewed prior to signing this document*.**

The signature by an authorized representative of Company on the Company Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Company's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Company Application, the TOS and the Operating Guide incorporated herein by this reference and located at our website at https://www.merchantconnect.com/CWRWeb/pdf/TOS_ENG.pdf and https://www.merchantconnect.com/CWRWeb/pdf/MOG_Eng.pdf, respectively. If Company does not have access to view the TOS or Operating Guide at our website please contact our customer service center to obtain a copy and review prior to signing this document. Notwithstanding any non-receipt of the TOS or Operating Guide, Company agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Company Application, have the same meaning ascribed to them in the TOS and Operating Guide.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you. Company and its representative(s) authorize us prior to our acceptance of this Company Application and from time to time thereafter, to investigate the individual and business history and background of Company, each such representative and any other officers, partners, proprietors, and/or owners of Company, and to obtain credit reports or other background investigation reports on each of them that we consider necessary to review the acceptance and continuation of this Company Application. Company also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.

This Company Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Company Application. Delivery of executed counterparts of this Company Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Company Application shall constitute a signed original.

Company understands that an authorization code is not a guarantee of acceptance or payment of a Transaction. Receipt of an authorization code does not mean that company will not receive a Chargeback for that Transaction.
All companies must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS"). Elavon requires Level 4 companies (determined based on Transaction volume) to validate PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval. Any company that has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, will be charged a monthly non-compliance fee of $74.99 until Elavon is provided with validation of PCI DSS compliance. Company may be eligible for Data Breach Financial Assistance Coverage following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview for assistance details and conditions.

Under penalties of perjury, Company certifies that:
1. The number shown on this Company Application 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.**
4. The FATCA code(s) entered on this form (if any) indicating I am exempt from FATCA reporting is correct.

American Express Acceptance Program (Acceptance Program). If Company has elected to accept American Express® Transactions (as indicated in the Card Acceptance section of this Company Application), in addition to all other terms of this Agreement, Company agrees to the Acceptance Program terms of the TOS. By signing below or by accepting a Transaction initiated with an American Express® Payment Device, Company expressly authorizes Elavon to submit American Express® Transactions to, and to receive settlement funds from, American Express on Company's behalf. Company further authorizes Elavon to provide Company's contact information to American Express, and Company agrees that American Express may use and share such contact information for its business purposes and as permitted by applicable Laws, including to communicate with Company regarding products, services, and resources available to Company's business. American Express's use of the email address and mobile phone number provided above is subject to the consent to such use as indicated in Section 1 of this Company Application. Consent to American Express's use of contact information for such communications may be withdrawn at any time by contacting our customer service center. Even if consent is withdrawn, Company may still receive messages related to important information about Company's account from American Express. Company or Elavon may terminate Company's acceptance of American Express® Payment Devices at any time, with or without cause, without affecting Company's rights and obligations pursuant to the remainder of this Agreement. Company acknowledges that, if at any time Company is no longer qualified to participate in the Acceptance Program, Company may be enrolled in the standard American Express® card acceptance program, which may have different terms and conditions than the Acceptance Program, and Company's acceptance of American Express® Payment Devices pursuant to this Agreement will be terminated. Company acknowledges that American Express is an intended third-party beneficiary of this Agreement, solely with respect to the terms and conditions applicable to Company's acceptance of American Express® Payment Devices, and that American Express has the right to enforce such terms and conditions directly against Company.

*** By signing this document below you are agreeing on behalf of the Company to a mandatory binding arbitration provision set forth in the TOS and expressly incorporated herein.**
****The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. In addition, by signing this Company Application, you hereby certify that to the best of your knowledge, the information provided about you, the name and address provided for the legal entity customer, and the information provided about the beneficial owner(s) and/or the individual with control over the legal entity customer is complete and accurate.**

SIGNATURE: X	PRINTED NAME:	TITLE:	DATE:
Victor Miranda Victor Miranda (Dec 27, 2019)	Victor Miranda	Owner/Proprietor	12/27/2019
Victor Miranda Victor Miranda (Dec 27, 2019)	Maria Miranda	Owner/Proprietor	12/20/2019

6 PERSONAL GUARANTY

As a primary inducement to us to accept this Company Application, the undersigned Guarantor(s), by signing the Company Application, jointly and severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Company of each of its duties and obligations to us (including, without limitation, Chargebacks and obligations in connection with Leased Equipment, if applicable) pursuant to the Company Application and Agreement, as may be amended from time to time, with or without notice. Guarantor(s) understand further that we may proceed directly against Guarantor(s) without first exhausting our remedies against any other person or entity responsible therefore to them or any security held by us or Company. This guarantee will not be discharged or affected by the death of the Guarantors, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any of our successors. Guarantor(s) understand that the inducement to us to accept this Company Application 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. The undersigned hereby directs any consumer reporting agency to furnish a consumer credit report that relates personally to the undersigned upon the request of Elavon or any of its designees, successors or assigns and agrees that all parties involved are in compliance with the Fair Credit Reporting Act.

SIGNATURE: X	PRINTED NAME:	DATE:
Victor Miranda Victor Miranda (Dec 27, 2019)	Victor Miranda	12/27/2019
		12/20/2019

SUBMITTED BY (SALES USE ONLY)

To the best of my knowledge, I certify that the information provided in this Company Application was provided by the Company and is true, complete and accurate. I further certify that the signatures were provided by the Company's owner(s) or officer(s), as appropriate.

SALES REP SIGNATURE: X	PRINTED NAME:	REP ID #:	DATE:
Morgan Withee	Morgan Withee	42192	12/20/2019
REP PHONE #:	REP EMAIL: morgan@impactpays.com	ELAVON USA-MSP-ELV-1018	

NEW COMPANY APPLICATION - VALUE ADDED SERVICES

(This page of the New Company Application is only required when enrolling for the Value Added Services listed below.)

COMPANY INFORMATION

DBA NAME: American Towing and Recovery

CONTACT NAME: Victor Miranda		DBA PHONE #: 239-770-6123
DBA ADDRESS 1 *(NO PO BOX)*: 531 SE 20th Court		DBA ADDRESS 2:
CITY: Cape Coral	STATE: FL	ZIP CODE: 33990

ELECTRONIC CHECK SERVICE

▸ANNUAL CHECK VOLUME: $	▸AVERAGE CHECK AMOUNT: $	▸MAXIMUM CHECK AMOUNT: $	▸ECS MONTHLY MINIMUM: $

ECS- PAPER CHECK CONVERSION

PROCESSING OPTIONS:
☐ POP (POS IMAGE)
☐ ARC (POS IMAGE)
☐ BOC

☐ CONVERSION WITH GUARANTEE GUARANTEE RATE: % PER TRANSACTION: $

☐ CONVERSION W/ VERIFICATION **OR** PER TRANSACTION: $ PER RETURN TRANSACTION: $ ☐ COLLECTIONS

☐ CONVERSION ONLY

ACH CHECK – CHECK NOT PRESENT (CNP)

PROCESSING OPTIONS:
☐ CONCURRENT ENROLLMENT (INCLUDES: WEB, TEL, PPD AND CCD) = XNP
INDIVIDUAL ENROLLMENT (CHOOSE ONE)
☐ WEB – INTERNET INITIATED ☐ PPD – PREARRANGED PAYMENT
☐ TEL/IVR – TELEPHONE INITIATED ☐ CCD – CORPORATE TO CORPORATE
CONVERGE SETUPS WILL BE CONCURRENTLY ENROLLED IN ALL PRODUCT TYPES = XNP

☐ ACH-ECHECK WITH VERIFICATION PER TRANSACTION: $_____
PER RETURN TRANSACTION: $_____

☐ ACH-ECHECK CONVERSION ONLY PER TRANSACTION: $_____
PER RETURN TRANSACTION: $_____

OTHER ECS CHECK CONVERSION SERVICES REQUESTED

☐ PROMPTS FOR DRIVER'S LICENSE (IF NOT SELECTED, INFORMATION MUST BE OBTAINED ON CHECK FOR GUARANTEE SERVICE)

☐ ENQUIRE REPORTING ACCESS: # OF USERS @ $29.95 EACH PER MONTH

☐ NSF SERVICE FEE PROCESSING @ $2 PER NSF ITEM. NOT APPLICABLE FOR GUARANTEE SERVICE
NSF SERVICE FEE AMOUNT: ☐ MAX ALLOWED OR ☐ SPECIFIED SERVICE FEE AMOUNT $_____ (STATE MAX IS DEFAULT)
ACH ECHECK NSF SERVICE FEE AMOUNT: ☐ **$15** (DEFAULT) OR ☐ SPECIFIED SERVICE FEE AMOUNT $_____
SPECIFY NSF RESUBMISSION ATTEMPTS: ☐ 0 OR ☐ 1 OR (2 IS THE DEFAULT)

ACH CHECK QUESTIONNAIRE

1. WHAT TYPES OF PAYMENTS WILL YOU ACCEPT USING ACH-ECHECK (E.G., UTILITY BILL PAYMENTS, MONTHLY RENT PAYMENTS, MONTHLY BILLING FOR GENERAL SERVICES)?
2. WILL YOU OBTAIN AUTHORIZATION FROM YOUR CUSTOMERS PRIOR TO ACCEPTING AN ACH ENTRY IN ACCORDANCE WITH THE ECS OPERATING GUIDE (E.G., ORALLY VIA TELEPHONE FOR TEL/IVR, OR IN WRITING FOR PPD)? ☐ **YES** ☐ **NO**
3. WILL YOU VERIFY AND AUTHENTICATE THE IDENTITY OF YOUR CUSTOMERS IN ACCORDANCE WITH THE ECS OPERATING GUIDE PRIOR TO INITIATING ACH ENTRIES FOR THOSE CUSTOMERS (E.G., BY OBTAINING A CUSTOMER'S NAME, ADDRESS AND TELEPHONE NUMBER OR USING A DATABASE TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED BY CUSTOMER)? ☐ **YES** ☐ **NO**
4. WILL YOU OFFER ACH-ECHECK TO EXISTING OR NEW CUSTOMERS? ☐ **EXISTING** ☐ **NEW**
5. WILL YOU MAINTAIN AND DISCLOSE TO YOUR CUSTOMERS PROCEDURES FOR CANCELLING AN AUTHORIZATION? ☐ **YES** ☐ **NO**
6. WILL YOU ENSURE THAT INFORMATION REGARDING EACH TRANSACTION AUTHORIZATION ENTERED BY A CUSTOMER AND/OR YOUR SERVICE REPRESENTATIVE IS ACCURATE AND NOT A DUPLICATE TRANSACTION? ☐ **YES** ☐ **NO**

FANFARE

☐ SECONDARY MID - EXISTING MID/DBA:

FANFARE PACKAGES

☐ GIFT/LOYALTY PACKAGE (INDICATE CARD ORDER BELOW)	SET-UP FEE: $ _____	MONTHLY FEE (PER MID): $ _____
☐ BASIC LOYALTY (NO CARDS)	SET-UP FEE: $ _____	MONTHLY FEE (PER MID): $ _____
☐ BASIC GIFT (INDICATE CARD ORDER BELOW)		MONTHLY FEE (PER MID): $ _____

CARD ORDER & RE-ORDERS:

CARD ORDER			CARD TYPE
	CARD QUANTITY	PRICE	PROMOTIONAL QUANTITY
☐ CUSTOM	_____	$ _____	LOYALTY QUANTITY
☐ STANDARD	_____	$	GIFT QUANTITY

(STANDARD CARDS AVAILABLE IN INCREMENTS OF 100, CUSTOM CARDS AVAILABLE ONLY IN INCREMENTS OF 500)

ADDITIONAL OPTIONS:

☐ MAX CARD VALUE $ (DEFAULT $1000)

******STATE AND LOCAL TAXES MAY BE APPLIED TO FEES BILLED FOR FANFARE******

STANDARD CARD ORDER DETAILS

CARD STYLE: TEXT COLOR:

JUSTIFICATION: ☐ LEFT ☐ CENTER ☐ RIGHT ☐ AS SUBMITTED

IMPRINT: ☐ LOGO (TO AVOID DELAY, PLEASE SUBMIT ARTWORK TO: ARTWORK@ELAVON.COM OR ☐ TEXT (IMPRINTING DETAILS MUST BE ENTERED BELOW)
♦FONT (SELECT ONE): ☐ Arial ☐ *Brush Script* ☐ Times New Roman
♦Text Case (select ONE): ☐ Title Case ☐ UPPER CASE ☐ lower case ☐ As submitted

FANFARE NOTES

OTHER VALUE ADDED SERVICES

☐ DYNAMIC CURRENCY CONVERSION (DCC):	DCC Conversion Rate: %	DCC Rebate: %
	Annual DCC Registration Fee: $	DCC Exchange Rate Source: **US Bank**

HEALTHCARE: ☐ TRANSEND PAY	RATE: **1.50%**	PAYMENT LIMIT **$**

SIGNATURE *(Signature below is only required when enrolling for the Value Added Services listed on this page.)*

BY SIGNING BELOW, COMPANY WARRANTS THE TRUTHFULNESS AND ACCURACY OF THE INFORMATION PROVIDED, AGREES TO PAY THE FEES SET FORTH HEREIN.

_____ _____ _____
SIGNATURE NAME & TITLE DATE

SALES WORKSHEET

DBA: American Towing and Recovery

ACCOUNT DESIGNATION					
☑ *NEW LOCATION*	☐ *ADDITIONAL LOCATION*	*EXISTING MID:*		*EXISTING CHAIN #:*	*LOCATION* OF 1
PORTFOLIO CODE:	*FI:*	*AGENT:*	*BANK:*	*MSP SHORT NAME:* MSIMPACT	
CLIENT GROUP #: 17	*ENTITY:* 44928	*REP #:* 42192	*AWB:*		

ONSITE INSPECTION:

I CERTIFY THAT THE BELOW INFORMATION IS TRUE, COMPLETE AND ACCURATE:

BUSINESS LOCATED IN: ☑ SEPARATE BUILDING ☐ PRIVATE RESIDENCE ☐ SHOPPING CENTER/MALL ☐ OFFICE BUILDING ☐ KIOSK ☐ OTHER (DESCRIBE):

- I HAVE PHYSICALLY BEEN ON SITE
- MERCHANT NAME IS AS IT APPEARS ON SIGNAGE (IF APPLICABLE)
- THE PHYSICAL SITE INSPECTED IS THE SAME AS THE DBA ADDRESS
- MERCHANDISE IS CONSISTENT WITH TYPE OF BUSINESS

PERSON MET WITH:

PRINTED NAME: Morgan Withee **REP #:** 42192 **DATE:** 12/20/2019

SPECIAL INSTRUCTIONS

CREDIT UNDERWRITING NOTES:

ADDRESS NOTES:

Mailing Address: American Towing and Recovery - Victor Miranda 531 SE 20th Court Cape Coral, FL 33990 Phone: 239-770-6123 Fax: Notes:

Additional Ownership

Principal Information 2 (Owner/Partner/Officer)

Percentage of Ownership 50	☑ Beneficial Owner:	☐ Authorized Signer	☐ PG Only	☐ Intermediary Business	☐ Responsible Party
First Name: Maria	Middle Name:	Last Name: Miranda			
DOB: 08/22/1964	ID Type: SSN	ID#: 589556304	If Foreign, Country of Issuance:		
If ID Type "Other"					
Other ID Type:	Other ID#:	If Gov't Issued – ID Name:			
Address/Type: 531 SE 20th Court PRA		Phone #: 239-770-6123			
City: Cape Coral	State/Province: FL	Zip/Postal Code: 33990			
Principal address matches the address on the Primary Identification Document above unless otherwise noted.	☐ Secondary ID included if no address match				
Previous Address if current address is less than 2 years: Address:					
City:	State/Province:	Zip/Postal Code:			
Country(s) of citizenship: USA					
Intermediary Business Information					
Intermediary Business Name	Intermediary Contact Name				
Intermediary Phone Number	Intermediary Email Address				

Principal Information 3 (Owner/Partner/Officer)

Percentage of Ownership	☐ Beneficial Owner:	☐ Authorized Signer	☐ PG Only	☐ Intermediary Business	☐ Responsible Party
First Name:	Middle Name:	Last Name:			
DOB:	ID Type:	ID#:	If Foreign, Country of Issuance:		
If ID Type "Other"					
Other ID Type:	Other ID#:	If Gov't Issued – ID Name:			
Address/Type: :		Phone #:			
City:	State/Province:	Zip/Postal Code:			
Principal address matches the address on the Primary Identification Document above unless otherwise noted.	☐ Secondary ID included if no address match				
Previous Address if current address is less than 2 years: Address:					
City:	State/Province:	Zip/Postal Code:			
Country(s) of citizenship:					
Intermediary Business Information					
Intermediary Business Name	Intermediary Contact Name				
Intermediary Phone Number	Intermediary Email Address				

Principal Information 4 (Owner/Partner/Officer)

Percentage of Ownership	☐ Beneficial Owner:	☐ Authorized Signer	☐ PG Only	☐ Intermediary Business	☐ Responsible Party
First Name:	Middle Name:	Last Name:			
DOB:	ID Type:	ID#:	If Foreign, Country of Issuance:		
If ID Type "Other"					
Other ID Type:	Other ID#:	If Gov't Issued – ID Name:			
Address/Type: :		Phone #:			
City:	State/Province:	Zip/Postal Code:			
Principal address matches the address on the Primary Identification Document above unless otherwise noted.	☐ Secondary ID included if no address match				
Previous Address if current address is less than 2 years: Address:					
City:	State/Province:	Zip/Postal Code:			
Country(s) of citizenship:					
Intermediary Business Information					
Intermediary Business Name	Intermediary Contact Name				
Intermediary Phone Number	Intermediary Email Address				

Principal Information 5 (Owner/Partner/Officer)						
Percentage of Ownership	☐ Beneficial Owner:	☐ Authorized Signer	☐ PG Only	☐ Intermediary Business	☐ Responsible Party	
First Name:	Middle Name:	Last Name:				
DOB:	ID Type:	ID#:	If Foreign, Country of Issuance:			
If ID Type "Other"						
Other ID Type:	Other ID#:	If Gov't Issued – ID Name:				
Address/Type: :	Phone #:					
City:	State/Province:	Zip/Postal Code:				
Principal address matches the address on the Primary Identification Document above unless otherwise noted.	☐ Secondary ID included if no address match					
Previous Address if current address is less than 2 years: Address:						
City:	State/Province:	Zip/Postal Code:				
Country(s) of citizenship:						
Intermediary Business Information						
Intermediary Business Name	Intermediary Contact Name					
Intermediary Phone Number	Intermediary Email Address					