



MERCHANT PROCESSING AGREEMENT - MERCHANT APPLICATION

NEW LOCATION
 OWNERSHIP CHANGE
 ADDITIONAL LOCATION

AGENT NAME		REP CODE	OFFICE USE ONLY	MERCHANT #		
OFFICE PHONE	OFFICE CODE	ASSOC		SIC CODE	FAIR ISAAC SCORE	ANALYST

VISA DISCLOSURE

MEMBER BANK (ACQUIRER) INFORMATION Westamerica Bank 3750 Westwind Blvd. Suite #210 Santa Rosa, CA 95403 800-939-9942 acquirer@westamerica.com	IMPORTANT MEMBER BANK (ACQUIRER) RESPONSIBILITIES 1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant. 2. A Visa Member must be a principal (signer) to the Merchant Agreement 3. A Visa Member is responsible for educating Merchants on pertinent Visa Rules with which Merchants must comply. 4. The Visa Member is responsible for and must provide settlement funds to the Merchant. 5. The Visa Member is responsible for all funds held in reserve that are derived from settlement.	IMPORTANT MERCHANT RESPONSIBILITIES 1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain fraud and chargebacks below thresholds. 3. Review and understand the terms of the Merchant Agreement. 4. Comply with Visa Rules.
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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 Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.

MERCHANT NAME:	AUTHORIZED SIGNATURE: <input checked="" type="checkbox"/>
ADDRESS:	PRINT NAME:

1 - MERCHANT INFORMATION

NAME OF ACCOUNT (DOING BUSINESS AS)			EXACT LEGAL NAME		
DBA ADDRESS (IF DIFFERENT FROM LEGAL)			LEGAL ADDRESS		
CITY	STATE	ZIP	CITY	STATE	ZIP
AUTHORIZED CONTACT		DATE OF BIRTH	TELEPHONE #	FAX #	FEDERAL TAX I.D. NUMBER (9 DIGITS)
MERCHANT E-MAIL ADDRESS (AGENT E-MAIL ADDRESS CANNOT BE ACCEPTED)				WEBSITE ADDRESS	
<input type="checkbox"/> GO GREEN - OPT IN FOR PAPERLESS STATEMENTS (MUST PROVIDE E-MAIL ADDRESS)					
TYPE OF OWNERSHIP: <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> GOVERNMENT <input type="checkbox"/> ASSOCIATION					

2 - MERCHANT PROFILE

MERCHANDISE/SERVICE SOLD				YEARS IN BUSINESS	PERCENT OF BUSINESS	
LENGTH OF CURRENT OWNERSHIP	# OF LOCATIONS	MONTHLY VOLUME \$	AVERAGE TICKET AMOUNT \$	HIGHEST TICKET AMOUNT \$	CARD SWIPE	_____ %
HAS MERCHANT PREVIOUSLY ACCEPTED CREDIT CARDS? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE PROVIDE COPIES OF MOST RECENT STATEMENT PROCESSOR:					MANUAL KEY WITH IMPRINT	_____ %
					CARD NOT PRESENT	_____ %
TOTAL						100%
DOES MERCHANT CONDUCT BUSINESS SEASONALLY? <input type="checkbox"/> YES <input type="checkbox"/> NO						
IF SEASONAL, INDICATE OPERATING MONTHS: <input type="checkbox"/> JAN <input type="checkbox"/> FEB <input type="checkbox"/> MAR <input type="checkbox"/> APR <input type="checkbox"/> MAY <input type="checkbox"/> JUN <input type="checkbox"/> JUL <input type="checkbox"/> AUG <input type="checkbox"/> SEP <input type="checkbox"/> OCT <input type="checkbox"/> NOV <input type="checkbox"/> DEC						
DOES MERCHANT USE A FULFILLMENT HOUSE? <input type="checkbox"/> YES <input type="checkbox"/> NO			WHEN IS THE CARDHOLDER BILLED FOR PRODUCTS/SERVICES? <input type="checkbox"/> ON ORDER <input type="checkbox"/> SHIPMENT			
DOES THE BUSINESS USE ANY THIRD PARTIES IN THE PAYMENT PROCESS? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE LIST:			DELIVERY OF PRODUCTS: <input type="checkbox"/> TIME OF SALE <input type="checkbox"/> 1-3 DAYS <input type="checkbox"/> 3-5 DAYS <input type="checkbox"/> 5-15 DAYS <input type="checkbox"/> 15 DAYS+			
REFUND POLICY:			DETAILED BUSINESS DESCRIPTION:			

Each merchant certifies that the average ticket size, highest ticket and sales volume indicated is accurate and acknowledges any variance to this information could result in delayed and/or withheld settlement of funds and/or termination of merchant.

E-COMMERCE MERCHANTS ONLY

SERVICE PROVIDER:	DOES YOUR SITE HAVE A SECURE CERTIFICATE? <input type="checkbox"/> YES <input type="checkbox"/> NO
LIST ALL APPLICABLE URLS FOR YOUR WEBSITE:	IF E-COMMERCE, DO YOU USE A FULFILLMENT CENTER? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE LIST CONTACT INFORMATION:

HARBORTOUCH
2202 North Irving Street
Allentown, PA 18109

Tel: 800-201-0461
Fax: 908-730-7437
www.harbortouch.com

3A - OWNERS OR OFFICERS

Total ownership means 51% or greater of the ownership of the entity and each Beneficial Owner(s) that owns more than 25% must be listed AND an individual with primary responsibility for managing the legal entity.

PRINCIPAL #1	TITLE	% OF EQUITY OWNERSHIP	PRINCIPAL #2	TITLE	% OF EQUITY OWNERSHIP
SOCIAL SECURITY NUMBER	DATE OF BIRTH	TELEPHONE #	SOCIAL SECURITY NUMBER	DATE OF BIRTH	TELEPHONE #
GOVERNMENT ID #	ID STATE	ID EXPIRATION	GOVERNMENT ID #	ID STATE	ID EXPIRATION
RESIDENCE ADDRESS			RESIDENCE ADDRESS		
CITY	STATE	ZIP	CITY	STATE	ZIP

3B - MANAGER/INDIVIDUAL WITH SIGNIFICANT CONTROL

FIRST NAME	LAST NAME	SOCIAL SECURITY NUMBER	PERCENT OWNER	TITLE
RESIDENCE ADDRESS		CITY	STATE	ZIP
TELEPHONE	DOB	EMAIL	GOVERNMENT ID #	ID STATE ID EXPIRATION

3C - CERTIFICATION 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 these crimes. I attest that I have accurately provided the name, address, date of birth and Social Security Number (SSN) for all individuals (i.e. the beneficial owners) in Sections (3A) and (3B) above: (i) Each individual, if any, who owns directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 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. 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 identified in (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might 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 25 percent equity holders under section (i)).

I hereby certify, to the best of my knowledge, that the information provided on this form is complete and correct for all accounts. It is further agreed that Westamerica Bank will be immediately notified by the legal entity of any change in such information provided on this form.

PRINT NAME _____ SIGNATURE _____ DATE _____

4 - REFERENCES

TRADE REFERENCE	CONTACT	ACCOUNT #	TELEPHONE #
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5 - BANKING INFORMATION PLEASE INCLUDE A VOIDED CHECK OR BANK LETTER

NAME OF MERCHANT'S BANK	CONTACT	BANK LOCAL TELEPHONE #
ROUTING/ABA #	DBA/CHECKING ACCOUNT	

In accordance with the Merchant Processing Agreement and Gateway Services Agreement, fund transfers will be made to/from the account set forth in the enclosed voided check or bank letter.

6 - MERCHANT ACCOUNT RATES

MERCHANT TYPE: RETAIL RESTAURANT FUEL MOTO E-COMMERCE SUPERMARKET LODGING

OPTION 1 - TIERED PRICING

PRICING FOR VISA/MASTERCARD/DISCOVER:

SELECT ONE: 1 - TIER RATE 1: _____
 2 - TIER (MOTO/E-COMMERCE ONLY) RATE 1: _____ RATE 2: RATE 1 + 1.79% + 10¢
 3 - TIER RATE 1: _____ RATE 2: RATE 1 + 1.39% + 10¢ RATE 3: RATE 1 + 1.79% + 10¢
 4 - TIER RATE 1: _____ RATE 2: _____ RATE 3: RATE 2 + 1.39% + 10¢ RATE 4: RATE 2 + 1.79% + 10¢

PRICING FOR AMERICAN EXPRESS:

SELECT ONE: TIERED: RATE 1: _____ % + _____ ¢ RATE 2: _____ % + _____ ¢ RATE 3: _____ % + _____ ¢
 BUNDLED: 3.50 % + 10 ¢

Where tiered pricing is selected (Option 1), as indicated above, the fees quoted in the above fee schedule plus Assessments shall apply to each credit and debit transaction in addition to the rates set forth in the Merchant Processing Agreement. Assessments are charged as follows: Visa: 0.13%, MasterCard: 0.12%, Discover: 0.13%. "AMEX Cost" includes all Interchange/Discount, Dues, Assessments, surcharges, plus an AMEX 0.25% Sponsorship Fee applicable for AMEX transactions. The following surcharges also apply to American Express transactions when applicable: Card Not Present Fee of 0.30% and Cross Border Transaction Fee of 0.40%. For more information on interchange rates visit www.visa.com, www.mastercard.com, www.americanexpress.com, or www.discover.com. Fees or charges may be added or changed by an amendment to the Terms and Conditions with 30 days notice.

OPTION 2 - INTERCHANGE PLUS PRICING

PRICING FOR VISA/MASTERCARD/DISCOVER:

NET GROSS
CREDIT: INTERCHANGE, DUES & ASSESSMENTS + _____ % + _____ ¢
DEBIT: INTERCHANGE, DUES & ASSESSMENTS + _____ % + _____ ¢

PRICING FOR AMERICAN EXPRESS:

COST PLUS: AMEX COST + _____ % + _____ ¢

Please review the Merchant Processing Agreement at www.harbortouch.com/terms for additional information on which interchange programs apply. "AMEX Cost" includes all Interchange/Discount, Dues, Assessments, surcharges, plus an AMEX 0.25% Sponsorship Fee applicable for AMEX transactions. For more information on interchange rates visit www.visa.com, www.mastercard.com or www.americanexpress.com. The following surcharges also apply to American Express transactions when applicable: Card Not Present Fee of 0.30% and Cross Border Transaction Fee of 0.40%. Fees or charges may be added or changed by an amendment to the Merchant Processing Agreement with 30 days notice.

7 - TRANSACTION CHARGES

<input checked="" type="checkbox"/> VISA/MASTERCARD/DISCOVER/AMEX: SECTION 6 + <u>25</u> ¢ TRANSACTION FEE	<input checked="" type="checkbox"/> BATCH: \$ <u>0.35</u> EACH	<input checked="" type="checkbox"/> RETRIEVAL REQUEST: \$ <u>25.00</u> EACH
<input type="checkbox"/> PIN DEBIT (INCLUDES NETWORK PASS-THROUGH): _____ % + <u>35</u> ¢ TRANSACTION FEE	<input checked="" type="checkbox"/> VOICE AUTHORIZATION FEE: \$ <u>1.75</u> EACH	<input checked="" type="checkbox"/> NSF FEE: \$ <u>25.00</u> EACH PLUS NACHA FEES
<input type="checkbox"/> EBT (FCS ID: _____) _____ N/A + _____ ¢ TRANSACTION FEE	<input checked="" type="checkbox"/> CHARGEBACK FEE: \$ <u>30.00</u> EACH	

All other applicable Card Brand fees will be passed through at the Card Brand's Rate. For more information, please contact Shift4 Payments, LLC (d/b/a Harbortouch). \$0.15 applies to per each transaction to cover enhanced security services. \$0.005 fee applies to all transactions to cover association fees. Fees or charges may be added or changed by an amendment to the Terms and Conditions with 30 days notice.

MERCHANT'S INITIALS (REQUIRED): _____

8 - SERVICE CHARGES

SERVICE FEES: <input type="checkbox"/> ANNUAL FEE \$ _____	<input type="checkbox"/> MONTHLY SERVICE FEE \$ _____	<input checked="" type="checkbox"/> ONLINE ACCOUNT REPORTING \$ <u>FREE</u>	WIRELESS TERMINAL FEES (IF APPLICABLE): SETUP FEE (PER TERMINAL): \$35.00 EACH MONTHLY FEE (PER TERMINAL): \$19.95 EACH TRANSACTION FEE: \$0.05 EACH
<input type="checkbox"/> MONTHLY MINIMUM \$ <u>25.00</u>	<input type="checkbox"/> DEBIT ACCESS FEE \$ _____	<input checked="" type="checkbox"/> PAPER & SUPPLIES PROGRAM \$ <u>FREE*</u>	
<input checked="" type="checkbox"/> MONTHLY MC PER LOCATION FEE \$ <u>2.50</u>			

Fees or charges may be added or changed by an amendment to the Merchant Processing Agreement with 30 days notice.
*Shipping and handling charges are assessed for receipt paper and supplies.

9 - MANUAL IMPRINTER

YES If yes, the cost is \$35.00.
 NO, DO NOT WANT ONE By checking this box and initialing, the merchant acknowledges that failing to get an imprint will increase the likelihood of a chargeback for non-swiped transactions. INITIALS: _____

10 - FREE GIFT CARD ENROLLMENT

By choosing this option, I understand that an email with a unique link to our online order wizard will be emailed to me to enroll in the gift card program and to customize and order my 50 free cards. I will also receive 50 gift card envelopes, a window decal, and acrylic display stand with insert and two register decals. Gift cards will not be shipped until the online wizard has been completed.

Yes! Please email me instructions on how to enroll in the gift card program and order my 50 free gift cards.

During the 60 Day Trial, merchant will pay no monthly fees or cost for the 50 Free Gift Card Package or the service. After the 60 day trial, merchant will be assessed a monthly gift card service fee of \$12.95. A per-item fee of \$0.20 will apply for each gift card transaction, inquiry attempt, activation or decline. For multiple locations, the main location will be billed the monthly and transaction fees for all linked accounts.

11 - LIGHTHOUSE BUSINESS MANAGEMENT SYSTEM

Yes, please enroll me in a sixty (60) day trial in the Lighthouse Business Management System.
After the 60 day trial, merchant will be assessed a monthly Lighthouse BMS Fee of \$16.00.

12 - GATEWAY SERVICES

By signing below you agree to the Shift4 Dollars on the Net Service Agreement Terms and Conditions ("Gateway Services Agreement") that can be found at www.shift4.com/gatewayterms. Cancellation of the Merchant Processing Agreement shall not be deemed cancellation of the Gateway Services Agreement unless specified. Merchant agrees to the fees as set forth in the Gateway Services Agreement that can be found at www.shift4.com/gatewayterms. Gateway fees or charges may be added or changed by amendment to the Gateway Services Agreement upon 30 days notice. Please see www.shift4.com/gatewayterms for details.

13 - DISCLAIMER

MERCHANT has indicated which additional optional services it is requesting. Merchant agrees that BANK is not a party to any services or products listed in Section 9, 10, 11, or any other services or products listed in the Account Setup Form or POS Setup Form and has no liability related to any of the services or products provided therein. MERCHANT agrees that BANK is not a party to the American Express Opt Blue Program Agreement and has no liability related to any American Express services. MERCHANT must be approved by each company and each company may send its terms and conditions to the address of MERCHANT indicated herein upon such approval. MERCHANT agrees to be bound by such company's terms and conditions. Depending upon MERCHANT's authorization and settlement composition, MERCHANT may not have a direct agreement with Discover Network and instead will receive Discover Network services through this agreement with Harbortouch. If that is the circumstance, the portion of this disclosure pertaining to Discover Network does not apply. Merchant agrees that BANK is not the provider of Discover Network services and shall have no liability or responsibility for Discover Network services.

14 - MERCHANT COMPLIANCE

An annual \$89.95 compliance fee will be charged to Merchant each January, unless 30 days notice is provided for a change in billing date. Merchant represents and warrants that as of the date of signing this Agreement and throughout any term of this Merchant Processing Agreement that it is Payment Card Industry ("PCI") Data Security Standard ("DSS") compliant, and that any hardware or software that Merchant uses during the term of this Agreement to process electronic transactions is Payment Application ("PA") DSS compliant. Merchant further represents and warrants that it will provide assistance as requested from Harbortouch to remain compliant with the requirements of Internal Revenue Code Section 6050W and any other applicable federal or state law as it relates to the reporting and processing of electronic transactions. Harbortouch reserves the right to impose future fees or withhold payments to Merchant as set forth in the Merchant Processing Agreement and as required by law. Additional Fees may be added or changed by an amendment to the Merchant Processing Agreement with 30 days notice.

15 - FUNDS TRANSFER AUTHORIZATION

BANK and Company are authorized to perform such functions under the Merchant Processing Agreement, the Gateway Services Agreement, and the POS System Service Agreement Terms and Conditions, as applicable, for the purposes set forth in the applicable agreement.

16 - SITE SURVEY REPORT (TO BE COMPLETED BY SALES REPRESENTATIVE)

MERCHANT LOCATION: RETAIL LOCATION WITH STOREFRONT OFFICE BUILDING RESIDENCE OTHER: _____ SQUARE FOOTAGE: 0-250 251-500 501-2000 2000+

PHOTOS ATTACHED? YES NO DOES THE AMOUNT OF INVENTORY AND MERCHANDISE ON SHELVES APPEAR TO BE CONSISTENT WITH THE TYPE OF BUSINESS? YES NO

FURTHER COMMENTS BY INSPECTOR (MUST BE COMPLETED):

I hereby verify that this application has been fully completed by merchant and that I physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief. Any misrepresentation may result in losses and/or liabilities.

AGENT SIGNATURE _____ AGENT NAME (PLEASE PRINT) _____ SALES REP ID _____ DATE _____

17 - PERSONAL GUARANTY (NO TITLES)

This general, absolute, and unconditional continuing Guaranty ("GUARANTY") by the undersigned (collectively "GUARANTOR" or "my" or "I" or "me"), is for the benefit of WestAmerica Bank and/or Shift4 Payments, LLC d/b/a Harbortouch ("Harbortouch") (each a "Guaranty Party" and collectively the "Guaranty Parties"). For value received, and in consideration of the mutual undertakings contained in the Merchant Processing Agreement and allied agreements ("AGREEMENT") between any Guaranty Party and MERCHANT as set forth below, I absolutely and unconditionally guarantee the full performance of all MERCHANT's obligations to any Guaranty Party, together with all costs, expenses, and attorneys' fees incurred by any Guaranty Party in connection with any actions, inactions, or defaults of MERCHANT. I waive any right to require any Guaranty Party to proceed against other entities or MERCHANT. There are no conditions attached to the enforcement of this GUARANTY. I authorize the Guaranty Parties and their respective agents or assigns to make from time to time any personal credit or other inquiries and agree to provide, at the Guaranty Parties' request, financial statements and/or tax returns. This is a continuing GUARANTY and shall remain in effect until one hundred eighty (180) days after receipt by The Guaranty Parties of written notice by me terminating or modifying the same. The termination of the AGREEMENT or GUARANTY shall not release me from liability with respect to any obligations incurred before the effective date of termination. No termination of this GUARANTY shall be effected by any change in my legal status or any change in the relationship between MERCHANT and me. This GUARANTY shall bind and inure to the benefit of the personal representatives, heirs, administrators, successors and assigns of GUARANTOR and Harbortouch.

AGREED AND ACCEPTED

PRINCIPAL #1 FROM APPLICATION — SIGNATURE _____ DATE _____
PRINT NAME _____

PRINCIPAL #2 FROM APPLICATION — SIGNATURE _____ DATE _____
PRINT NAME _____

18 - SIGNATURES

By their execution below of the Merchant Processing Agreement the undersigned parties agree to abide by the Merchant Processing Agreement (the "Agreement"). The Agreement, which consists of this Merchant Application and the Merchant Processing Terms and Conditions (available at www.harbortouch.com/terms), and MERCHANT acknowledges it has received and read the Terms and Conditions at the time of signing.

MERCHANT warrants that the information provided on this Merchant Application is complete and accurate. MERCHANT authorizes Shift4 Payments, LLC d/b/a Harbortouch ("Harbortouch" or "ISO") and BANK to provide a copy of this Merchant Application to any third party for the services requested. MERCHANT, and its signing officer/owner/partner, authorize Harbortouch, and BANK, and their agents or assigns, to make from time to time, any business and personal credit and other inquiries. Depending on MERCHANT's authorization and settlement composition, the references to Discover Network in this Agreement may not apply, and MERCHANT may contract directly with Discover Network for these services.

THIS AGREEMENT (INCLUDING ADDITIONAL FEES) MAY BE AMENDED WITH THIRTY (30) DAYS NOTICE TO MERCHANT.

ACCOUNT CLOSURE FEE: If the Merchant terminates this Agreement prior to the end of the INITIAL TERM (3 years) or any RENEWAL TERM (2 years) for any reason, MERCHANT agrees to pay Harbortouch a Account Closure Fee as set forth in Section 5.2 of six hundred dollars (\$600) or sixty dollars (\$60) multiplied by the number of months remaining in the merchant agreement (whichever is greater) per Merchant Identification Number ("MID"). MERCHANT agrees that this fee is not a penalty, but rather a reasonable estimation of the actual damages Harbortouch would suffer if Harbortouch were to fail to receive the processing business for the then current term. MERCHANT agrees that the Account Closure Fee shall also be due if MERCHANT discontinues submitting SALES for processing during the INITIAL TERM or any RENEWAL TERM of the Agreement. Notwithstanding the foregoing, the Account Closure Fee will not exceed the maximum amount set forth by applicable law. Paragraph references and capitalized terms not defined at <http://www.harbortouch.com/terms/>. Designated Cancellation Forms must be faxed to Harbortouch.

MERCHANT AND COMPANY WAIVE THEIR RIGHTS TO SUE BEFORE A JUDGE OR JURY AND PARTICIPATE IN A CLASS ACTION AND AGREE TO RESOLVE ALL CLAIMS AND DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION. SEE ARTICLE VII AT www.harbortouch.com/terms.

EQUIPMENT FEE UPON EARLY TERMINATION: If Merchant was provided a payment processing terminal by Company, one of its Affiliates, or sales partners in order to process transactions under this Merchant Processing Agreement or the Gateway Services Agreement and Merchant terminates this Merchant Processing Agreement under Section 5.1(B) before the end of the Initial Term, Merchant agrees to pay an Equipment Fee per each payment processing terminal (measured by terminal identification number) provided in the amount of: (i) Three Hundred (\$300) Dollars if the Merchant Processing Agreement is terminated prior to the completion of the first anniversary of the Initial Term, (ii) Two Hundred Fifty (\$250) Dollars if the Merchant Processing Agreement is terminated after the first anniversary but prior to the second anniversary of the Initial Term, or (iii) Two Hundred (\$200) Dollars if the Merchant Processing Agreement is terminated after the second anniversary but prior to the completion of the Initial Term. Unless Merchant has been provided a payment-processing terminal subsequent to the Initial Term the Merchant shall not owe any Equipment Fee as set forth in this section subsequent to the Initial Term. This Equipment Fee is in addition to any fees related to point-of-sale equipment provided under a POS System Service Agreement or FE Program which is subject to its applicable terms.

In witness whereof the parties hereto have caused this Agreement to be executed by their duly authorized representatives effective on the date signed or approved by BANK.

If applicable, MERCHANT agrees by its signature below to the TMS American Express Opt Blue Program Agreement. For details, please see www.harbortouch.com/terms/americanexpress.

MERCHANT agrees by its signature below to the Shift4 Dollars on the Net Gateway Services Agreement. For details, please see www.shift4.com/gatewayterms.

PRINT LEGAL NAME OF MERCHANT BUSINESS _____

PRINCIPAL #1 FROM APPLICATION — SIGNATURE _____ DATE _____
PRINT NAME _____ TITLE _____

PRINCIPAL #2 FROM APPLICATION — SIGNATURE _____ DATE _____
PRINT NAME _____ TITLE _____

ACCEPTED BY HARBORTOUCH _____ DATE _____
 ACCEPTED BY WESTAMERICA BANK ("BANK") _____ DATE _____

SPECIAL INSTRUCTIONS (MAY REQUIRE APPROVAL):