

Please read this entire document. Complete every section that applies to you based on the instructions provided. This application must be signed and dated.

- Merchant application and agreement, signed and dated
- One piece of ID for each ultimate beneficiary/principal
- Void check showing legal name and company address, or letter from financial institution confirming bank details, or deposit slip and starter check
- Completed MOTO/Internet Questionnaire
- If applying for an e-commerce account, website(s) must be fully functional and must contain, at a minimum: Secure Payment Page, Return/Refund Policy, Terms and Conditions, Privacy Policy, Shipping Policy, Currency of Transaction, Contact Information, and a complete description of goods/services sold. A list of all website URLs that will be accepting electronic checks must be provided and you must also include a non-expiring user name and password for each site.
- If applying for MOTO, copies of any brochures, ads, or catalogs, as applicable, and a complete description of your business model, including but not limited to target market, advertising, description of goods and services being sold, return policy, and a description of how orders are placed, processed, and fulfilled
- If applicable:
 - Copies of any legal agreements between your business and vendors providing content, products, and other fulfillment and shipping services
 - Copies of any scripts used by call centers or verification departments as well as call center training materials, including procedural manuals and operational flows

PLEASE NOTE:

- Each item listed above is required before your application can be accepted.
- Once the application has been completed and signed and the required documentation gathered, please email or fax the complete package to:
 -
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NOTES/EXCEPTIONS: This section is reserved for Sales Representative use only.



NBX MERCHANT SERVICES INC.
E-Check Application and Agreement

3500 de Maisonneuve W., Suite 700
Montreal, QC H3Z 3C1
Telephone: 514.380.2700
Email: sales@optimalpayments.com

BUSINESS INFORMATION

Merchant Name (DBA or Trade Name) Corporate Legal Name (If different)
Location Address Corporate Address (If different)
City Prov Postal Code City Prov Postal Code
Contact Name Contact Email
Contact Telephone # Contact Fax # Customer Service #
Technical Contact Telephone # Technical Contact Email
Federal Tax ID # Information to Appear on Account Holder's Statement Company Website (If applicable)
Business Name (Maximum 10 characters)
Monthly Echeck Volume Average Echeck Amount Highest Echeck Amount
Do you have or have you ever had EFT processing? Name of EFT processor
Have you ever had your EFT processing terminated? If Yes, please explain in detail.
What is the highest percentage of returns you have had in any given month?
What is the highest percentage of unauthorized returns you have had in any given month?
Do You Need the Ability to Process Recurring Transactions? Fully Describe the Product or Service Being Offered.
Years in Business Years Processing (If different)
Ownership Corporation Individual/Sole Proprietor Partnership Publicly Traded Government Non-Profit
Principals (Must equal at least 51% of ownership)
First Name Middle Last Name % Ownership SIN
Driver's License Title Date of Birth (dd/mm/yy)
Home Address City Prov Country Postal Code
Home Phone Cell Phone Email Address
First Name Middle Last Name % Ownership SIN
Driver's License Title Date of Birth (dd/mm/yy)
Home Address City Prov Country Postal Code
Home Phone Cell Phone Email Address
Have merchant or owners/principals ever had a processing agreement terminated by a bank?
Have merchant or owners/principals ever been investigated by any Canadian financial regulatory body or consumer protection agency concerning its business practices?
Have merchant or owners/principals ever filed for Business Bankruptcy Personal Bankruptcy
Depository Bank Account Information Attach voided check for the account listed Name must match legal or DBA name listed on check.
Account Type Checking Savings
Transit # Bank
Account #
Merchant Marketing Method % (Enter all that apply; must equal 100%)
Trade Show % Internet %
Mail Order % Other %
Inbound Telephone Order %
Outbound Telephone Order %

MERCHANT APPLICATION AND AGREEMENT ACCEPTANCE

By signing below, I certify that I have read and do fully understand the terms hereof and the e-check terms and conditions set forth at www.support.optimalpayments.com/repository/agreements/Direct_Debit_Agreement_CAD.pdf, as they may be updated from time to time (the "Terms and Conditions", and collectively with this E-Check application, the "Merchant Agreement"), and I accept the Merchant Agreement as stated.

Principals

Principal 1 Signature _____	Date _____
Principal 1 Name _____	Title _____
Principal 2 Signature _____	Date _____
Principal 2 Name _____	Title _____

By signing below, each individual or entity ("Guarantor") jointly and severally (if there is more than one Guarantor) and unconditionally guarantees to NBX Merchant Services Inc. ("NBX" or "us") the prompt payment and full and complete performance of all obligations of the Applicant identified above under the Merchant Agreement, as amended from time to time, including, without limitation, all promises and covenants of the Applicant, and all amounts payable by the Applicant under the Merchant Agreement including, without limitation, charges, interest, costs and other expenses, such as legal fees, court costs and other costs. This means, among other things, that NBX can demand performance or payment from any Guarantor if the Applicant fails to perform any obligation or pay what the Applicant 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 the Merchant for any reason, including, without limitation, bankruptcy proceedings; (2) NBX agrees to changes or modifications to the Merchant Agreement, with or without notice to Guarantor; (3) NBX releases any other Guarantor or the Merchant from any obligation under the Merchant Agreement; (4) any law, regulation, or order of any public authority affects the rights of either NBX or Applicant under the Merchant Agreement; and/or (5) anything else happens that may affect the rights of NBX against the Applicant or any other Guarantor. Each Guarantor further agrees that: (a) NBX may delay enforcing any of its rights under this guaranty without losing such rights and Guarantor hereby waives any applicable statute of limitations; (b) NBX can demand payment from such Guarantor without first seeking payment from the Applicant or any other Guarantor; and (c) such Guarantor will pay all court costs, legal fees, and other costs including collection costs incurred by NBX 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 the Applicant is a corporation or limited liability company, this guaranty must be executed by a principal of Applicant.

Guarantors

Guarantor 1 Signature _____	Date _____
Guarantor 1 Name _____	Title _____
Guarantor 2 Signature _____	Date _____
Guarantor 2 Name _____	Title _____

In witness whereof, the Parties have signed on this _____ day of _____, 20_____ (the "Effective Date").

NBX Management Signature _____	Date _____
NBX Management Name _____	Title _____

(NOT VALID UNTIL SIGNED BY MANAGEMENT OF NBX MERCHANT SERVICES INC.)

Important notice before signing this application

The signer hereby authorizes NBX Merchant Services Inc. to verify any information herein provided by the Applicant in response to the questions contained in this document and all exhibits and supporting documents provided. NBX specifically is authorized to use personal information provided to obtain credit reports from authorized credit reporting agencies. You hereby authorize us to record any conversation between us and you without further notice. Investigations, consumer credit reports, and reference checking, or other reasonable and legal means of investigation, may require verification by third parties to confirm information provided by Applicant and Applicant hereby authorizes NBX to undertake such verifications without further notice to the Applicant. The results of such investigation remain the sole property of NBX. NBX will notify you if and when such costs will be incurred and you will be given the option of withdrawing the application.

BY SUBMITTING THIS APPLICATION, APPLICANT CONSENTS TO INQUIRIES BY NBX OF CREDIT REPORTING AGENCIES AND OTHER THIRD PARTIES REGARDING CLIENT, GUARANTOR(S), AND ANY PRINCIPALS OF SAME FOR PURPOSES OF THIS AGREEMENT AND EVALUATION OF WHETHER TO OFFER APPLICANT PROCESSING AND RELATED SERVICES.

Warranties of Signing Parties

The signing party above warrants that each of the principal owners, who collectively have majority voting control of shareholdings of the merchant company, and the chief executive officer or managing director of the merchant company have reviewed the responses in this Application and its exhibits and supporting documents and have found no erroneous or misleading information. The signing party hereby makes the above warranties on all pages and documents submitted and in all oral statements made to NBX and attests the information submitted to NBX is accurate to the best of his or her knowledge as of the date of signature(s).

SERVICE FEES AND SETUP INFORMATION

Rate		%	Monthly Minimum	\$	Monthly Admin Fee	\$
Transaction Fee	\$		Returned Items Fee	\$	Setup Fee	\$
Representments of Returned Checks						
Security Deposit	\$		Rolling Reserves	%	Reserve Duration (months)	
# Times Paid Weekly			Banking Days in Arrears		Other	

SCHEDULE A – RULES OF VARIOUS FINANCIAL INSTITUTIONS

The Client's website shall include the following information:

- | | |
|---|---|
| <ul style="list-style-type: none"> Complete and accurate description of the goods or services offered Recommendation to check-writers that they print out (or save to a file) all transaction records, cancellation policies, and client policies Provide rules cancellation or return policies Return/refund policy clearly posted | <ul style="list-style-type: none"> Customer service contact, including electronic mail address or telephone number Export restrictions (if applicable) Delivery policy |
|---|---|

SCHEDULE B – COMPLIANCE ADDENDUM

The Client agrees to the following:

- To not process any transactions from third-party websites for which Client does not control the payment page or products being sold
- To not process any transactions for which Client does not directly or contractually control the fulfillment of goods or services
- Payment is based on Client providing shipping tracking numbers to NBX, as may be required by NBX, at the time of settlement through NBX's API. Failure to provide tracking numbers will result in payments being held or fines being imposed by NBX.

MOTO/INTERNET QUESTIONNAIRE

1. Will you accept payment for products/services on your website? Yes No I do not have a website.
 If No, go to 2. Otherwise, provide the name of your SSL provider (e.g., Verisign, Thawte, Entrust, Other – specify) _____
2. What % of your products/services will be sold/delivered in the following markets (total must equal 100%)?
 North America _____% Europe _____% Other Markets _____%
3. What percentage do you sell to Business _____% Consumers _____%
4. Briefly outline your return policy. Greater than 30 Days Less than 30 Days No Returns Other (Please Specify) _____
 If No Returns, why are refunds not provided? _____ (If no refunds, go to 9)
5. What percentage of refunds (to your total monthly sales) is usual? _____%. How many days does a refund usually take? _____ days
- 6 Do you refund 100% of the purchase price? Yes No If No, please provide further details. _____
7. Describe in detail products/services sold, including pricing. *Use separate sheet if necessary.* _____
8. When do you charge the customer? Shipment/Completion of Service Order
9. In the case where a product is shipped, is the shipment traceable? Yes No Is a delivery receipt requested? Yes No
10. Please state the normal "turnaround time" from when you receive the order to the customer receiving the goods/services. _____ days.
11. Do you take advance deposits (a percentage of the full value or a fixed part-payment paid in advance)? Yes No
 If Yes, what % of the final price is paid as a deposit? _____% What fixed deposit is taken? \$ _____
12. Where is your product warehoused? Address _____ City _____ Prov/Code _____
13. Do you own the product/inventory at the time of sale? Yes No
14. Are there any other companies involved in accepting, shipping, or fulfilling the service or product or the billing of the customer?
 Yes No If Yes, who are they and what do they do? *Use separate sheet if necessary.* _____
15. How do you advertise? (Catalogs, magazines, TV, Internet, etc. List all that apply. _____
16. Who enters electronic check information into the processing system? Consumer Fulfillment Center Merchant Other _____
17. Is your processing seasonal (mild fluctuations can be answered as "No")? Yes No If Yes, please check the busiest months.
 Jan Feb Mar Apr May June July Aug Sept Oct Nov Dec
18. Do you take payments for memberships, subscriptions, or packages? Yes No If Yes, please provide the usual breakdown of transactions (by % of total sales) and their respective price points.

Membership/Subscription Period	Package (e.g., 10 credits or 5 passes)	Price Point	Percentage of Sales
Weekly <input type="checkbox"/>			
Monthly <input type="checkbox"/>			
Quarterly <input type="checkbox"/>			
Six-Monthly <input type="checkbox"/>			
Annually <input type="checkbox"/>			
Other <input type="checkbox"/>			

19. If packages or memberships are sold, what is the average amount of time it takes a customer to use up their package? _____
20. If memberships or subscriptions are sold, how do you manage the recurring payments? NBX's RB Module Other _____