



SOFTGATE SYSTEMS, INC. AND/OR ITS SUBSIDIARY
SOFTGATE SYSTEMS OF CALIFORNIA, INC.
PAYMENT CENTER CERTIFICATION FOR COMPLIANCE WITH
THE BANK SECRECY ACT AND USA PATRIOT ACT

I, Ronald Oertle, Mayor, of Bisbee, AZ (the "Company"),
a corporation/partnership/sole proprietor doing business in the State of Arizona hereby designate
Sharon R. Buono its Finance Director/Treasurer as the Compliance Officer of the Company.
Designee accepts such appointment (by signing here) Sharon R. Buono.

1. I understand all the requirements set forth in the Bank Secrecy Act and USA Patriot Act (section 352) and agree to comply
with all of the following:

- a) Development of internal policies, procedures and controls to prevent Money Laundering or adopt Softgate's policies
and procedures. Do you have your own policies and procedures? Yes [ ] No [X] If no, you must comply with
our policies and procedures. If yes, please send a copy for our records.
b) Engage an independent auditor to conduct periodic audits of the Company's AML program.
c) Provide AML training to employees.

2. Compliance with Law.

- a. Reporting. You are required to report and document any suspicious transactions or multiple transactions to the same
account or multiple biller accounts that equal or exceed \$2,000 or \$1000 in the State of Arizona and Oklahoma.
b. BSA. Information regarding the "Bank Secrecy Act & the USA Patriot Act" is included in your welcome kit and is also
available upon request from Softgate.
c. Certification. Pursuant to the Softgate Anti-Money Laundering Compliance Program, you confirm and acknowledge
receiving a link (http://www.fincen.gov/financial\_institutions/msb/materials.html) to the following:
1. Money Laundering Prevention Guide
2. Video on Recognizing & Reporting Suspicious Activity Relating to Financial Crimes (available in PayXchange)
3. Bank Secrecy Act - Quick Reference Guide; and
4. Reporting Suspicious Activity - Quick Reference Guide

I, Merchant named below, hereby certify that I received the above link to money laundering prevention guides and agree to
review them and will comply with all the rules and regulations pertaining to the Bank Secrecy Act/USA Patriot Act and follow all
the procedures outlined in Softgate's Anti-Money Laundering Program as a Money Service Business. I am aware that any deviation
from Softgate's procedure regarding the Anti-Money Laundering Compliance Program may be cause for termination of my
agreement with Softgate.

Merchant

By: Ronald Oertle, Mayor

Date: 6/8/2016

Print name and Title

Signature:

[Handwritten signature of Ronald Oertle]

Agent No.

## PAYMENT CENTER AGREEMENT

This Payment Center Agreement (the "Agreement") is dated /\_ /201 by and between Softgate Systems, Inc. and/or its affiliate Softgate Systems of California, Inc. ("Softgate") whose principal place of business is 330 Passaic Avenue, Fairfield, New Jersey 07004, and \_\_\_\_\_ whose principal place of business is \_\_\_\_\_  
City of Bisbee  
118 Arizona Street, Bisbee, AZ 85603 ("Merchant").

### Background

Softgate provides electronic bill payment and pre-paid telecommunications products and services to cash paying customers at various retail locations (the "Services"). On a non-exclusive basis, Merchant desires to offer the Services to its customers at the above address, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

#### 1. Merchant Obligations.

1.1. Fiduciary Obligations. At Merchant's location above or as specified on Exhibit "B", Merchant shall accept cash payments from its customers in order for them to pay their bills to approved payees ("Billers") by and through Softgate's proprietary electronic bill payment system; or for such other agreed Services as the parties may agree from time to time. Merchant shall hold all customer cash IN TRUST for Softgate's benefit. **Failure to properly handle the cash could subject the Merchant to civil and/or criminal penalties.**

1.2. Policies and Procedures. The Merchant acknowledges it has a fiduciary responsibility to make certain that all collected funds are remitted to Softgate without delay and within the timeframes set forth in Softgate's Policies and Procedures ("Policies"), which are attached hereto, made a part hereof and marked as Exhibit "A". The Merchant shall strictly adhere to the Policies, which may be amended time by Softgate's without Merchant's notice or consent. If material changes are made, they will be posted on Softgate's system or by transmitting such amendment to the Merchant, which changes shall be effective ten (10) days after notice is posted or provided. Merchant's use of the Services shall constitute its acceptance of such changes. The Merchant shall strictly adhere to Policies, which may be amended anytime by Softgate with notice to Merchant.

1.3. Customer Funds and Designated Account. The Merchant shall deposit all collected customer funds related to the Services, including any processing fees charged by Softgate into a designated account (the "Designated Account"). The Merchant shall make the deposit into the Designated Account each day within the time frame set forth in the Policies. At least once a day, Softgate shall arrange for the electronic withdrawal of such customer funds from the Designated Account; Merchant's shall sign the authorization herein. Merchant shall not encumber or take any adverse action with respect to the funds in the Designated Account. Merchant shall be liable to Softgate to account for all customer funds that come into its possession from the collection of any amounts from the Services. In the event that there are insufficient funds in the Designated Account, Softgate reserves the right to charge back to the Merchant all bank fees and other charges and losses.

1.4 Compliance. The Merchant shall adhere to all federal and state laws, rules and regulations applicable to Money Service Businesses including, without limitation, the Bank Secrecy Act, USA Patriot Act, OFAC and applicable state laws as described in the Addendum, all as amended from time to time. Merchant shall keep records of all transactions of the Services for no less than 5 years, which records shall be the property of Softgate and subject to review by Softgate at any time. If applicable, Merchant will collect and remit all federal, state and local use or sales taxes imposed in connection with the Services.

#### 2. LIMITATIONS OF WARRANTY AND LIABILITY. SOFTGATE MAKES

NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY OF SOFTGATE IN ANY MANNER CONNECTED TO OR OUT OF THE SERVICES, INCLUDING BUT NOT LIMITED TO FAILURE TO FURNISH THE SERVICES,

Softgate Systems, Inc.

MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS OR OTHER DEFECTS, REGARDLESS OF CAUSE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES PAID BY THE CUSTOMER, AND THE SOLE AND EXCLUSIVE REMEDY OF THE MERCHANT SHALL BE LIMITED TO SEEKING THE REFUND OF SUCH FEES. IN NO EVENT SHALL SOFTGATE BE LIABLE FOR ANY COMPENSATORY, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES.

3. Indemnification. The Merchant jointly and severally, assume all risk of loss with respect to forgery, receipt of counterfeit currency, robbery or other crime, destruction, mysterious disappearance, unauthorized or authorized overdrafts from the Designated Account and all other causes of loss, and further shall indemnify, reimburse and hold Softgate harmless against any loss, cost, liability, damage, judgment, penalty or fine, including but not limited to, court costs and reasonable legal fees incurred by Softgate, whether a lawsuit or any claim is filed or not, by way of any action, claim, settlement or otherwise, as a result of any act or omission by the Merchant or its agents in connection with this Agreement. The provisions of this Section 3 shall survive the termination of this Agreement.

4. Confidentiality. Merchant shall hold in confidence and not disclose information concerning any consumers or Softgate's processes, financial data, plans, pricing, or other trade secrets and other proprietary information and intellectual property ("Confidential Information") and shall not use any Confidential Information except for purposes contemplated by this Agreement. Merchant further acknowledges that Softgate is the owner of, and has an important proprietary stake in protecting its trade names, trademarks, service marks, copyrights, computer software programs and other intellectual property rights ("Proprietary Names and Marks"). Merchant shall use the Proprietary Names and Marks only in the manner expressly permitted by Softgate. In the event of a breach by Merchant of its obligations under this paragraph, Softgate shall have, in addition to any other remedies it may have, the right to obtain injunctive relief to restrain any breach or threatened breach thereof.

5. Limited Agency. Softgate appoints Merchant as its authorized delegate/agent for the purpose of collecting money for the payment of consumer bills as set forth in this Agreement and Merchant accepts such appointment. This is a limited agency as this Agreement does not create an agency, employment, joint venture or partnership relationship between Softgate and Merchant. Merchant cannot bind Softgate to any obligation in any manner other than as set forth herein.

6. Event of Default. Merchant shall be in default under this Agreement if they (i) fail to comply with any of the provisions of this Agreement, the Policies or any amendments thereto; or (2) fail to timely deposit customer funds into the Designated Account or in any way act improperly with respect to customer funds; or (3) are charged with any crime or offense; or (4) submit false or misleading statements or records; or (5) fail to remit to Softgate any money due; or (6) permit any unauthorized access to the Services; or (7) fail to comply with any laws, rules or regulations.

7. Remedies upon Default. In the event of a default hereunder, Softgate may, at its option, terminate this Agreement and all rights to use the Services shall cease and Merchant shall return all Softgate Confidential Information and Proprietary Names and Marks. Merchant shall remain liable to Softgate for all amounts due and outstanding Softgate, who shall have the right to offset any commissions or other sums due Merchant as well as continue to ACH those amounts from the Designated Account. Merchant agrees to pay all expenses (attorneys' fees and court costs) incurred by Softgate in enforcing this Agreement.

8. Termination. Upon thirty (30) days written notice, either party may terminate this Agreement without cause. Upon termination, Merchant shall return all Softgate Confidential Information and Proprietary Names and Marks.

9. Miscellaneous. (i) Should any provision be deemed unenforceable, such provision shall be severed from this Agreement and the remaining provisions shall continue in full force; (ii) this Agreement may not be assigned by Merchant without Softgate's written consent, however, Softgate may assign this Agreement without Merchant's notice or consent; (iii) all notices and other communications provided for herein may be transmitted electronically via email or Softgate network, or otherwise shall be in writing and delivered by overnight mail; (iv) this Agreement may be executed in counterparts and/or by facsimile, each of which shall be deemed to be an original; (v) this Agreement shall not be modified or amended except in writing signed by all parties; (vi) this Agreement shall be governed by the laws of the State of New Jersey and the parties consent to the jurisdiction in the State and Federal courts of California or New Jersey; and (vii) this Agreement shall be not be binding until signed by Softgate.

IN WITNESS WHEREOF, the parties hereto have fully executed this Agreement on the day and year set forth below next to each of their signatures.

**MERCHANT**

By: Ronald Oertle  
Print or type name

Signature: [Signature]  
Sign name

Title: Mayor

Date: June 8, 2016

Softgate Systems, Inc.  
By: Rick Auletta - President.

Print or type name and title

Signature/Date: Richard Auletta

6/16/16

**Merchant Payment Preauthorization**

**Authorization Agreement for Preauthorized Charges**

1. Debit Authorization. I, the Merchant named below hereby authorize and request Softgate Systems, Inc. ("Softgate") to effect payments for any amounts owing by me to Softgate, in such amounts as they become due by initiating debit entries to my account indicated below in the financial institution named below ("Bank") and I further authorize and request the Bank to accept any debit entries initiated by Softgate to such account and to debit the same to such account without responsibility for the correctness thereof.

2. Notice and Termination of Authorization. It is understood that this Authorization Agreement for Preauthorized Charges may be terminated by either party at any time by written notification to Softgate or to the Bank. Any such notification to Softgate shall be effective only with respect to entries initiated by Softgate after receipt of such notification and a reasonable opportunity to act on it. Any such notification to Bank shall be effective only with respect to entries debited to the account by Bank after receipt of such notification and a reasonable time to act on it.

Bank Name: Washington Federal

Bank Address: 425 Pike Street, Seattle WA

Account Name: City of Bisbee Utility Collection  
98101

Account Number: Account  
62760843516

Routing #: 325070980

**Merchant**

By: Ronald Oertle

Signature: [Signature]  
Print or type name  
Sign name

Title: Mayor

Date: June 8, 2016

7. Remedies upon Default. In the event of a default hereunder, Softgate may, at its option, terminate this Agreement and all rights to use the Services shall cease and Merchant shall return all Softgate Confidential Information and Proprietary Names and Marks. Merchant shall remain liable to Softgate for all amounts due and outstanding Softgate, who shall have the right to offset any commissions or other sums due Merchant as well as continue to ACH those amounts from the Designated Account. Merchant agrees to pay all expenses (attorneys' fees and court costs) incurred by Softgate in enforcing this Agreement.

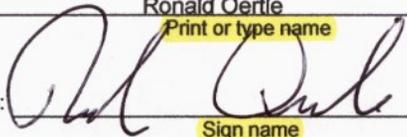
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9. Miscellaneous. (i) Should any provision be deemed unenforceable, such provision shall be severed from this Agreement and the remaining provisions shall continue in full force; (ii) this Agreement may not be assigned by Merchant without Softgate's written consent, however, Softgate may assign this Agreement without Merchant's notice or consent; (iii) all notices and other communications provided for herein may be transmitted electronically via email or Softgate network, or otherwise shall be in writing and delivered by overnight mail; (iv) this Agreement may be executed in counterparts and/or by facsimile, each of which shall be deemed to be an original, (v) this Agreement shall not be modified or amended except in writing signed by all parties; (vi) this Agreement shall be governed by the laws of the State of New Jersey and the parties consent to the jurisdiction in the State and Federal courts of California or New Jersey; and (vii) this Agreement shall be not be binding until signed by Softgate.

IN WITNESS WHEREOF, the parties hereto have fully executed this Agreement on the day and year set forth below next to each of their signatures.

**MERCHANT**

By: Ronald Oertle  
Print or type name

Signature:   
Sign name

Title: Mayor

Date: June 8, 2016

**Softgate Systems, Inc.**

By: \_\_\_\_\_

Print or type name and title

Signature/Date: \_\_\_\_\_

\_\_\_\_\_

**Merchant Payment Preauthorization**

**Authorization Agreement for Preauthorized Charges**

1. Debit Authorization. I, the Merchant named below hereby authorize and request Softgate Systems, Inc. ("Softgate") to effect payments for any amounts owing by me to Softgate, in such amounts as they become due by initiating debit entries to my account indicated below in the financial institution named below ("Bank") and I further authorize and request the Bank to accept any debit entries initiated by Softgate to such account and to debit the same to such account without responsibility for the correctness thereof.

2. Notice and Termination of Authorization. It is understood that this Authorization Agreement for Preauthorized Charges may be terminated by either party at any time by written notification to Softgate or to the Bank. Any such notification to Softgate shall be effective only with respect to entries initiated by Softgate after receipt of such notification and a reasonable opportunity to act on it. Any such notification to Bank shall be effective only with respect to entries debited to the account by Bank after receipt of such notification and a reasonable time to act on it.

Bank Name: Washington Federal

Bank Address: 425 Pike Street, Seattle WA

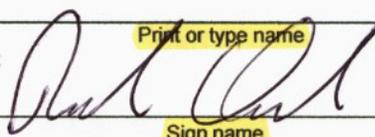
Account Name: City of Bisbee Utility Collection  
98101  
Account

Account Number: 62760843516

Routing #: 325070980

**Merchant**

By: Ronald Oertle

Signature:   
Print or type name  
Sign name

Title: Mayor

Date: June 8, 2016

\_\_\_\_\_

## Exhibit "A"

### SOFTGATE POLICIES AND PROCEDURES ("Policies")

These Policies govern the use and offering the Services and are made a part of, and incorporated into, the Agreement.

#### 1. Transaction Processing.

The following govern how Merchant ("you") will handle transaction processing in rendering the Services.

- 1.1. POS Device. You may only utilize the Services through an approved Softgate point of sale device such as a password protected personal computer, dedicated point-of-sale terminal, or electronic kiosk, the cost of which shall be your responsibility.
- 1.2. Receipts. You, and/or a properly trained employee/agent, shall enter all payment data into the POS Device immediately upon receipt of cash from a customer, and simultaneously you shall provide the customer with a Softgate approved printed receipt. You must keep a copy of the customer's receipt stapled to the bill or collect name and phone number from customers without vendor remittance slips. You must keep a copy of these receipts for a period of 5 years.

#### 2. Handling Cash, Transfers, & Posting.

- 2.1. Daily. You must deposit all consumer funds into the Designated Account on a daily basis. Softgate will initiate a fund transfer from the Designated Account each evening for collection the next business banking day. The Designated Account must have a balance sufficient to cover the previous day's payment total. Friday's total is collected on Monday. Saturday and Sunday's totals are collected together with Monday's total on Tuesday morning.
- 2.2. Transfers. Transactions made from 9 PM EST to 9 PM EST will be deposited to Softgate on the next calendar day. The time of the fund transfer to Softgate is dependent upon your bank. Softgate does not control what time the funds are taken from the Designated Account, only the day.
- 2.3. Posting. Depending on the consumer and the Biller, Softgate is able to process payments in real time or as long as 3 business days. In general, transactions under the Payments menu post from 1 to 3 business days, Just-In-Time Transactions post from 15-45 minutes and Pre-cash transactions post immediately. Note that 1 business day from Friday is Monday and 1 business day from Saturday and Sunday is Tuesday.

#### 3. Void, Refunds and Corrections.

- 3.1 Voids: Please note that not all transactions can be voided, including most wireless e-pins, phone cards, and transactions that have already been processed. You are required to check deposits well before the 9 PM EST cutoff to check for and void duplicate or other transactions that should be voided. Transactions voided by you and those through customer service are deducted from that day's deposit total.
- 3.2 Refunds and Corrections
  - i. NO REFUNDS SHALL BE ISSUED TO ANY CUSTOMER UNLESS AUTHORIZED BY SOFTGATE
  - ii. Should Softgate determine that a payment has been misapplied, Softgate will contact you for the remittance (bill) stub information in order to correct the transaction.
  - iii. Softgate will then make a best effort to get the transaction corrected with the Biller or to have the money refunded from the Biller; but it is not guaranteed.
  - iv. Not all payments are neither correctable nor refundable depending upon the nature of the error and the disposition of the funds with the Biller.

- v. If correction is not possible and a refund from the Biller is, then Softgate can refund the money to you after confirming that you have refunded the customer and after such permission to refund the customer has been granted by Softgate.
- vi. When you refund the customer, you must collect the customer's receipt, so that the customer cannot claim having made payment through Softgate to the Biller and collect customer's signature and date on the receipt showing a refund was made.
- vii. Refunds and corrections can vary depending upon the various policies of the Billers.
- viii. Refunds to agents are not deducted from day's deposit. They are only deducted on the date after which the refund process has been completed with the Biller and after confirmation of the refund to the customer has taken place.
- ix. Refunds cannot be made on Wireless E-Pins or on Phone Cards.

#### 4. Commissions and Fees:

Below is a list of commissions to be paid to you and fees due from you, all of which may be amended by Softgate at any time without notice to you. In addition, Softgate reserves the right to delete a Biller at any time.

##### 4.1. Commissions

Your Commission is determined by the designated Merchant Commission option selected by you on your Payment Center Application ("Application") for each Bill Payment Type, which are defined below:

##### 4.2. Payment Types

Fixed Fee Billers. These are payments that have multiple posting times based on an agreement by and between Softgate and the Biller. Posting Times vary as follows: real-time, same day, next or second business day. The Retail Consumer Fee and/or your Commission are "fixed" by contract between Softgate and the Biller. The Retail Consumer Fee will be set by Softgate and Merchant Commissions may vary and are detailed in the Fixed Fee Payments Schedule provided to you. The Retail Consumer Fee and your Commission may be changed by Softgate at any time at Softgate sole discretion which will usually be based on Softgate relationship with said Biller or contractual restrictions on Retailer Consumer Fees. The current Fixed Fee Biller table is available upon request and may be changed by Softgate at any time.

- 4.3. Prepaid Products. If applicable, the Merchant shall receive a commission on all prepaid products sold which shall be detailed on a schedule prior to any sales.

STANDARD ADDENDUM

The following terms are added to and form a part of the Payment Center Agreement ("Contract") between the City of Bisbee ("City") and Softgate Systems, Inc. ("Softgate"):

1. **NON-DISCRIMINATION:** The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration. Reference: Governor of Arizona Executive Order No. 2005-30, dated 10/28/05.
2. **CONFLICT OF INTEREST:** This Contract is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.
3. **INSPECTION AND AUDIT:** Softgate agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the contract. In addition, Softgate agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.
4. **ARBITRATION:** The parties agree that any dispute arising under this Contract involving the sum of \$50,000 or less in money damages only shall be resolved by arbitration pursuant to A.R.S. § 12-1501 et seq. The decision of the arbitrator(s) shall be final.
5. **INDEMNIFICATION AND HOLD-HARMLESS CLAUSES:** Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable court-awarded attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
6. **PUBLIC RECORDS LAW:** Notwithstanding any other provision of the agreement, the parties understand that the City is a public entity and, as such, is subject to Arizona's public records law, A.R.S. § 39-121 et seq.
7. **JURISDICTION AND APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Arizona. Jurisdiction and venue for any action under this Agreement shall be in Cochise County, Arizona.

Softgate Systems, Inc.

Gabriela Cervantes 6/02/2016

By: Name: Gabriela Cervantes  
Date: 6/02/2016  
Title: Director of Client Services

City of Bisbee

Ronald Oertle 06-08-16

Ronald Oertle, Mayor Date

ATTEST:

Ashlee Coronado 6-8-16  
Ashlee Coronado, City Clerk Date



SOFTGATE SYSTEMS, INC
APPLICATION & AUTHORIZATION

BUSINESS INFORMATION

Full Legal Name of Business: City Of Bisbee
Federal Employer ID Number (FEIN): 86-6000235
d/b/a:
Business Started Date (MM/YYYY):
Street Address: 118 Arizona Street
City & County: Bisbee, Cochise
State and Zip Code: AZ 85603
Phone Number: 520-432-6000
Fax Number: 520-432-6069
Business e-mail: SBuono@BisbeeAz.gov

Business Type: Municipality
Payment Center Contact: Sharon Buono

Additional Location? YES NO
If yes, Agent #'s related:
YES NO [X] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

BUSINESS ORGANIZATION

Sole proprietorship Partnership Corporation LLC
State of Corp or LLC: Municipality

STORE HOURS FOR ACCEPTING BILL PAYMENTS

Mon: 7:30 am - 5:15 pm Tues: 7:30 am - 5:15 Wed: 7:30 am - 5:15 Thurs: 7:30 am - 5:15 Fri: - Sat: - Sun: -

PROPRIETOR INFORMATION

\*\*For partnerships or Corporations please provide information on all members (Please use a 2nd application set if there are more than two)
If there is only one Corporation Owner, place initial here \_\_\_\_\_.

Name Title

Home Address

City State Zip

Business Phone Business e-mail

Name Title

Home Address

City State Zip

Business Phone Business e-mail

Sales Representative: Ryan Snyder ISO/Partner Name: SOFTGATE



SOFTGATE SYSTEMS, INC
APPLICATION & AUTHORIZATION

BANK REFERENCES

Bank Name Washington Fed

Account # 62760843516

Phone Number 206-626-8586

Contact name Lauri Beaudry

FEE AGREEMENT FOR SOFTGATE PAYMENTS

I agree to charge the following fee\* per transaction for the SOFTGATE Payments taken at my location.

Fee \$1.50

Merchant Commission: \$1.00

SALES USE ONLY

\* SOFTGATE reserves the right to set a fixed fee for special same day payments such as Expedited Payments

Do you offer Money Transfer Services?

Yes

Empty checkbox

No

Checked checkbox (X)

If Yes, please name the companies below:

Blank lines for company names

\*\*\*SYSTEM TYPE\*\*\*

ONLINE SYSTEM and BILINGUAL [X]

POSA SYSTEM [ ]

SHIPPING REQUESTS

PRODUCTS REQUESTED

POS WELCOME KIT:

BILINGUAL [X]

ENGLISH [ ]

ALL [X]

OTHER [ ]

Proprietor Authorization & Guarantee

The Proprietor described in this application, through the person signing below:

- 1. under penalty of perjury, certifies to SOFTGATE SYSTEMS, Inc. that the information contained in this Application & Authorization...
2. authorizes SOFTGATE to inquire about any information referred to in this application and the Merchants credit history;
3. authorizes SOFTGATE to obtain information about the Merchant from any credit reporting agency...
4. confirms that the Proprietor received a copy of the Payment Center Agreement...
5. agrees to the terms and conditions of the Payment Center Agreement; and
6. confirms that the Payment Center Agreement is not effective until SOFTGATE completes its review...
7. I authorize SOFTGATE SYSTEMS, Inc. to sweep my designated bank account...
8. confirms that each person signing below is authorized to complete and sign the Application...

Handwritten signature of Ronald Oertle, 6/8/16

Proprietor Signature Print Name Date

SALES REPRESENTATIVE

Ryan Snyder

ISO/Partner Name

SOFTGATE