

## Merchant Lending Agreement (One to Many Model)

This Merchant Lending Agreement ("Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("Effective Date"), by and between **University First Federal Credit Union**, with its principal place of business at 3450 S Highland Drive, Salt Lake City, UT 84106 and its affiliates ("UFCU") and \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ ("Merchant").

**WHEREAS**, Merchant is engaged in the business of providing one or more medical services and procedures, or other retail products, goods or services ("Merchant Services"); and

**WHEREAS**, Merchant desires to supply Merchant's customers ("Customers" or "Customer") with access to loans and other financing options ("Loans" or "Loan") to be used to facilitate payment for one or more of the Merchant Services; and

**WHEREAS**, Merchant desires to enter into a business relationship with UFCU, whereby Merchant agrees to participate in UFCU's Merchant Lending Program ("Merchant Program") allowing Merchant's Customers to apply for Loans issued directly by UFCU.

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

### 1. The Merchant Lending Program.

**a. UFCU Merchant Lending Program.** UFCU will provide its Merchant Lending Program to Merchant to provide Customers with the opportunity to submit online credit applications through the Merchant Lending Program directly to UFCU. UFCU hereby grants Merchant a non-exclusive, revocable and limited license for the term of this Agreement to use the Merchant Lending Program including the right to use proprietary software available through the Internet and operational and compliance forms and guidelines, subject to the terms and conditions of this Agreement. UFCU also grants Merchant the non-exclusive, revocable and limited right for the term of this Agreement to use any service mark of UFCU ("Licensed Mark(s)") in connection with the operation and promotion of the Merchant Lending Program, provided that Merchant shall only use any Licensed Mark in connection with services meeting the standards established by UFCU.

**b. Software License.** UFCU hereby grants, to Merchant, a non-exclusive, revocable and limited license to use the Merchant Lending Financing, Internet based software system ("Software"), Software in Merchant's offices for the sole purpose of facilitating efforts of Merchant's Customers to apply for Loans. Merchant's use of the Software is solely for use in connection with facilitating the processing of credit applications ("Loan Applications" or a "Loan Application") from Merchant's Customers to UFCU. The Software License shall be deemed to be automatically revoked and terminated upon suspension and/or termination of this Agreement. Only individuals authorized by Merchant may access and use the Software. Merchant shall provide sufficient safeguards to prevent the unauthorized use of the Software, including advising all employees, agents, and representatives that the Software is not to be copied or revealed to anyone other than authorized employees of Merchant. Merchant shall immediately call UFCU to request a change of Merchant's access password if any Merchant employee or other person who had knowledge of the password is terminated or otherwise leaves employment with Merchant. The Software shall be the only means through which Merchant shall be entitled to cause Loan Applications to be submitted to UFCU under this Agreement. Further, Merchant agrees to promote the Merchant Lending Program as reasonably directed by UFCU which shall include, but is not limited to, embedding a link within Merchant's website that navigates to the Merchant Lending Financing Software.

**c. Software Support; Updates** So long as Merchant is not in default, UFCU shall: (i) provide access to the Software through the Internet, (ii) provide Merchant phone or online support during UFCU's normal working hours, and (iii) provide necessary updates or patches to the Software during UFCU's non-operational hours.

### 2. Program Participation. Merchant agrees to the following participation responsibilities and requirements:

**a. Merchant Administrative Support.** Merchant will act as UFCU's agent for the purpose of requesting and uploading Loan Application information of Customer's and submitting Loan Applications of Customers and receiving Loan and membership requests from Customers and administrative functions for documenting Loan transactions as authorized by UFCU. Merchant's authority is limited to such administrative functions for UFCU and Customers according to the operational guidelines prescribed by UFCU. Merchant shall not process any Loans or communicate substantive Loan, operational or compliance information with Customers without prior approval from the UFCU.

**b. Lending Process.** Merchant agrees to submit Loan Applications completed by or on behalf of Customers. Loan Applications may include collateral and security interest information. All Loan underwriting, processing and credit decisions related to any Loan Application submitted by Merchant through the Merchant Lending Program regarding the financing of Merchant's Services and all decisions regarding a Customer's application for credit union membership with UFCU shall be made by UFCU, in its sole discretion. Merchant expressly acknowledges and agrees that all credit decisions with respect to possible Loans shall be made in the sole and absolute discretion of UFCU. Merchant agrees to provide UFCU's applicable disclosures and documentation for any Customer using the Merchant Lending Program as directed by UFCU. For any approval of a Loan Application as directed by UFCU, Merchant may notify the Customer with the Loan approval.

**c. Customers' Rights to Pursue Alternate Financing** UFCU is not providing, and cannot provide, any assurances that any particular Customer will qualify for any Loan with UFCU. Further, UFCU's acceptance of a Loan Application from a Customer does not bind the Customer to use or accept funding from UFCU and does not entitle Merchant to receive any payment from UFCU. This Agreement does not constitute an agreement or commitment (express or implied) on the part of UFCU to enter into or consummate any Loan. Merchant shall not be responsible or liable for any financing transaction that is rejected by UFCU.

**d. Marketing Limitations.** Merchant agrees not to market UFCU products or services to Merchant's Customers without the prior written consent of the UFCU.

**e. Payment.** For the convenience of UFCU, Merchant directs that payments owed to Merchant by UFCU be paid through direct deposit into account established at UFCU. If the proceeds of the Loan are not paid by direct deposit into account established at UFCU, UFCU will be responsible for setting up direct payment with Merchant.

### **3. Fees & Costs.**

**a. UFCU Program Fees.** In connection with UFCU creating Merchant's account and providing the Software, associated training, and other services related to setting up Merchant's account, Merchant shall pay to UFCU the fees set forth on Exhibit A ("Program Fees"). Merchant shall pay for the continuing use of the Software and the Merchant Lending Program as set forth on Exhibit A, as it may be amended from time to time. All Program Fees will be paid by check to UFCU by Merchant as provided in Exhibit A.

**b. Payment.** For the convenience of UFCU, Merchant directs that payments owed to Merchant by UFCU be paid through direct deposit into account established at UFCU. If the proceeds of the Loan are not paid by direct deposit into account established at UFCU, UFCU will be responsible for setting up direct payment with Merchant.

**c. Late Charges.** A late charge of one and one-half percent (1.5%) per month or the maximum amount allowed by law will be added on balances thirty (30) days past due.

**d. Right to Audit.** If UFCU determines in good faith that Merchant has avoided or attempted to avoid or circumvented payment of UFCU under the Merchant Lending Program, UFCU may request that Merchant present sufficient

documentation to respond to such claim. If Merchant fails to provide such information, as reasonably requested by UFCU, after ten (10) days prior written notice, UFCU may conduct an audit of Merchant's books and records relating to the Merchant's operation of the Merchant Lending Program. Such audit shall be limited to a review of those items that relate to the proper use of the Merchant Lending Program and payment of UFCU's fees pursuant to this Agreement.

**4. Compliance.** Merchant agrees to comply with all applicable local, state and federal law requirements applicable to Merchant's business and transactions with Customer.

**5. Representations and Warranties.**

**a. Merchant Representations and Warranties.** Merchant hereby represents, warrants, and covenants to UFCU as follows, upon which representations, warranties, and covenants UFCU has expressly relied in entering into this Agreement and agreeing to engage in the transactions described herein and contemplated hereby:

i. Merchant represents and warrants that it has full power and authority to provide the services set forth in this Agreement and to participate in the Merchant Lending Program.

ii. Merchant warrants that it will comply with all applicable federal, state and local laws and regulations in performance of this Agreement.

iii. Merchant represents and warrants to UFCU that; (a) the execution, delivery and performance of this Agreement by Merchant (i) have been duly authorized by all necessary action, (ii) do not violate the terms of any applicable law or the terms of any material agreement to which Merchant or any of its assets may be subject, and (iii) are not subject to the consent or approval of any third party, (b) this Agreement is a valid and binding obligation of Merchant, enforceable against Merchant in accordance with its terms, and (c) Merchant is not subject to any pending or threatened litigation or governmental action which could interfere with or prohibit Merchant's performance of its obligations hereunder.

iv. Merchant is and shall continue to be, duly organized, validly existing, and in good standing under the laws of the state(s) in which Merchant conducts business, and has and shall have, as applicable, full power and authority and, if required, all licenses and permits necessary or appropriate to carry on its business as now conducted and to own and operate its assets, properties, and businesses.

v. Merchant represents and warrants that proceeds of Loan paid to Merchant through the Merchant Lending Program shall be payment for actual goods or services Merchant provided to Customer.

vi. Merchant covenants that, at no time will Merchant knowingly communicate to UFCU any incorrect or inaccurate information of any kind or nature. No Loan Application or other Loan documents have been altered or modified in any manner except those specifically acknowledged in writing by UFCU.

vii. All information provided to UFCU concerning prospective Loans shall be obtained by Merchant directly from the applicable Customers. All information provided to UFCU by Merchant concerning the Merchant Services shall be true and correct in all material respects.

viii. Each Loan transaction will be, to the best knowledge of Merchant, entered into by the applicable Customers in good faith, with all Loan Applications, applicable disclosures, and other documents relating to such Loans having been actually received and/or signed by the applicable Customers and such signatures are genuine. Each Loan and all of the other transactions described in the documents relating thereto shall, to the best knowledge of Merchant, be binding upon the applicable Customers who are the borrowers with respect thereto.

ix. Each Customer has, and will continue to have, legal capacity to enter into a Loan transaction, and such transaction is, and will continue to be, legally enforceable against the Customer. The Customer named in any such transaction is either (i) a member of UFCU or (ii) is entitled to become a member

of UFCU and has executed an application for UFCU membership and the application for membership and supporting initial deposit have been delivered to UFCU.

x. No Customer has any defenses or right to recoup setoff, or any counterclaims related to Merchant's Services that would impair UFCU's ability to collect upon any Loan.

The representations, warranties and statements in this Agreement are true and are offered for the purpose of inducing UFCU to enter this Agreement and UFCU to make Loans under this Agreement.

**6. Ownership of Intellectual Property.** Except as otherwise provided in this Agreement, as between UFCU and Merchant, (a) UFCU retains all right, title and interest in and to the UFCU Merchant Lending Program, UFCU's hosted software services, the UFCU content, UFCU user data and all intellectual property rights embodied therein or associated therewith (collectively referred to as the "UFCU IP"). There are no implied licenses under this Agreement, and any rights not expressly granted to Merchant hereunder are reserved by UFCU. Neither party will exceed the scope of the licenses granted hereunder. Each party shall use reasonable efforts to prevent any third party from using, duplicating, modifying, viewing, decompiling, decrypting or reverse engineering or otherwise attempting to derive source code for the UFCU Merchant Lending Program software.

## **7. Confidentiality and Data Security.**

**a. Confidential Information.** In connection with their respective obligations under this Agreement, each party may disclose certain information to the other that includes confidential or proprietary information, trade secrets, confidential Customer information, and other information concerning operations, policies and procedures (collectively, "Confidential Information") pertaining to past, present and future activities of its operations and the Merchant Lending Program. The parties agree that all of Customer data and information obtained or generated by Merchant during Merchant's transaction with Customer or obtained or generated by UFCU in a Loan to Customer constitutes Confidential Information and may contain nonpublic personal information, which requires specific protections against unauthorized use, reproduction, distribution or disclosure. Also it is expressly understood and agreed that the Merchant Lending Program and all related documents and information provided to UFCU constitutes the valuable proprietary and trade secret property of UFCU which shall be Confidential Information. The terms and conditions of this Agreement shall also be considered Confidential Information. Confidential Information shall not include information that (a) is already known prior to disclosure by the other party, (b) is received from a third party who has the right to hold and disclose it, (c) is released in writing from confidentiality protection by the other party, or (d) is in the public domain, except if as a result of a breach of this Agreement.

**b. Confidentiality Duties.** Each party shall hold all Confidential Information in strict confidence and not disclose such Confidential Information to any third party except Customer data and information obtained or generated solely by Merchant with respect to its retail sale or UFCU with respect to its financing activities, which Merchant or UFCU may disclose as permitted by law or when any Confidential Information is disclosed as may be required to perform this Agreement or by law or by governmental regulation or order, or as may be necessary to assert its rights hereunder.

**c. Data Security.** Merchant agrees to implement and maintain commercially reasonable and appropriate security measures to safeguard the security of UFCU's Confidential Information from unauthorized access, disclosure, distribution, reproduction or use. In no event shall Merchant take precautions any less stringent than those employed to protect its own proprietary and confidential information. At any time during this Agreement upon request, Merchant agrees to provide UFCU, as request by such party, a copy of its security guidelines, including but not limited to physical, computer and web access data security standards and to permit the UFCU to visit Merchant's facilities to verify or review Merchant's security compliance. In addition Merchant agrees to fully disclose to UFCU any information related to a breach or unauthorized access of UFCU's Confidential Information maintained by Merchant and to take appropriate actions to address any incident of unauthorized access, including prompt notice (within 48 hours) to UFCU of any incident of a security breach or unauthorized access, to provide all requested assistance to minimize and terminate any loss of Confidential Information so as to enable UFCU to expeditiously implement its information security response program. Merchant agrees that all Customer

nonpublic information ("Customer NPI") acquired by Merchant as a result of this Agreement shall not be retained, stored or transferred to any third party after such NPI is delivered to UFCU by way of the Merchant Lending Program.

**d. Red Flags Compliance.** UFCU is required by federal law to implement and maintain a program to detect, prevent or mitigate against Red Flags on UFCU's consumer related deposit or loan accounts ("UFCU Accounts"). Red flags are any pattern, practice or specific activity that indicates the possible existence of identity theft. To the extent the Merchant performs an activity for UFCU in connection with UFCU accounts, the Merchant agrees: (i) to implement and maintain reasonable policies and procedures to detect, prevent or mitigate relevant Red Flags that may arise in the performance of the Merchant activities for UFCU; (ii) to conduct its activities pursuant to such policies and procedures, and (iii) to take appropriate steps to prevent or mitigate identity theft related to such UFCU Accounts, including reporting any Red Flags to UFCU. Merchant agrees to provide UFCU with a copy of such identity theft prevention policies upon a reasonable written request.

**e. Return or Destruction of Confidential Information.** Upon the termination of this Agreement, Merchant shall promptly destroy all intangible and physical embodiments of UFCU's Confidential Information and shall keep no copies of the Confidential Information, except with the other party's specific written consent or as required by law or regulation.

**8. Limitations on Liability. THE LIABILITY OF UFCU TO MERCHANT WITH RESPECT TO THIS AGREEMENT SHALL BE LIMITED TO MERCHANT'S ACTUAL DAMAGES WITH THE TOTAL LIABILITY NOT TO EXCEED THE AMOUNT EQUAL TO UFCU'S TOTAL COMPENSATION FOR THE SERVICES PROVIDED UNDER THIS AGREEMENT FOR THE IMMEDIATELY PRECEDING ONE-YEAR PERIOD. UFCU SHALL NOT BE LIABLE FOR, AND MERCHANT SHALL BE SOLELY LIABLE FOR, MERCHANT'S COMPUTER NETWORKS, SYSTEMS, HARDWARE AND OPERATING SOFTWARE, INCLUDING SECURITY AND THE STORAGE OR BACKUP OF ANY DATA. UFCU SHALL NOT BE LIABLE FOR ANY CONTINGENT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT OR DATA, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS OF EITHER PARTY FOR SUCH DAMAGES**

**9. Indemnification.**

**a. Mutual Indemnification** Each party will defend, indemnify, and hold the other party, its officers, directors, agents and employees, harmless from any claims or liabilities brought against it or its licensors, including attorneys' fees, costs and expenses at trial, on appeal or on any petition for review, based on any claim that any services or materials delivered to the party pursuant to this Agreement violate or infringe upon the rights of any other party or a constitute a breach of the delivering party's contractual obligations under this Agreement; provided, however, this subsection shall not apply where such injury or damage is caused by the negligence or willful misconduct of the party claiming indemnification, or that party's agents or employees.

**b. Merchant Indemnification.** Merchant agrees to defend, indemnify and hold UFCU harmless for any claims, losses or damages including repayment of the entire outstanding Loan principal balance of a Customer Loan and any and all related costs, including attorneys' fees and court costs that remain unpaid within ten (10) business days of notice of the assertion of the claim by UFCU under the following events:

- (i) Customer asserts a right under the FTC or any similar state "Holder in Due Course Rule" against UFCU,
- (ii) Customer makes a claim related to any Merchant misrepresentation in connection with the sale of goods or services to Customer that would affect UFCU's ability to enforce any Loan to the Customer for such goods or services

- (iii) Customer's refusal to pay or default on a Loan in which Customer has exercised a consumer right to rescind the retail transaction with Merchant and Merchant is obligated to refund the retail sales price to Customer, or
- (iv) Merchant breaches any of its Warranties and Representations.

## 10. Term and Termination.

**a. Term.** The initial term of this Agreement is one (1) year ("Initial Term"), which shall commence upon the Effective Date of this Agreement. Subject to the termination provisions set forth in Section 10(c), this Agreement shall automatically renew for additional one year terms on the then current terms and conditions of this Agreement unless either party provides the other ninety (90) days' prior written notice of its intent not to renew prior to the expiration of the then current term ("Additional Term(s)"). The Initial Term and any Additional Term(s) shall be collectively known as the "Term". Further, this agreement shall be terminated if UFCU withdraws from participation in the Merchant Lending Program.

**b. Amendments.** This Agreement, or related UFCU document may be amended from time to time by UFCU upon thirty (30) days' prior written notice to Merchant ("Amendment"). Merchant will be deemed to have accepted any Amendment unless Merchant objects in writing to UFCU within thirty (30) days of receipt of any Amendment ("Intent to Withdraw Notice"). If Merchant timely delivers an Intent to Withdraw Notice to UFCU, then UFCU may either terminate this Agreement or withdraw the proposed Amendment by providing Merchant with written notice of UFCU's decision to terminate this Agreement or withdraw any Merchant rejected Amendment ("UFCU Termination Notice" or "Amendment Withdrawal Notice"). Any UFCU Termination Notice or Amendment Withdrawal Notice must be sent to Merchant within thirty (30) days of UFCU's receipt of Merchant's Intent to Withdraw Notice with termination occurring not more than ninety (90) days after delivery of UFCU's Termination Notice.

### **c. Suspension; Termination.**

i. With or without cause, without any liability and upon written notice, this Agreement may be immediately suspended or terminated by UFCU.

ii. Merchant may terminate this Agreement in the event of a material breach by UFCU of any term of this Agreement. The Merchant shall give UFCU thirty (30) days prior written notice with an opportunity to cure the breach within such thirty (30) day period. In the event that UFCU fails to cure the breach within the thirty (30) day period, Merchant shall have the right to terminate this Agreement.

**d. Duties upon Termination.** In addition to other termination duties described herein, upon termination or expiration of this Agreement, Merchant shall immediately discontinue connectivity with the Merchant Lending Program.

## 11. Miscellaneous.

**a. Notices.** Except as otherwise expressly provided in this Agreement, either party shall be entitled to rely on any oral or written notice, response, or other communication believed by it to be genuine and to have been provided by an authorized representative of the other party and such communication shall be deemed to have been provided by such person on behalf of the party. With respect to the express written notice requirements of this Agreement, notice must be in writing and delivered by hand delivery, fax, or overnight express carrier to the other party at the address set forth below:

If to UFCU: University First Federal Credit Union  
3450 S Highland Dr  
SLC, UT 84106  
ATTN: Central Loan

If to \_\_\_\_\_  
Merchant: ATTN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Waiver.** The waiver by any party hereto of any term, covenant or condition herein contained shall not be deemed to be a continuing waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. Any waiver of a term, covenant or condition in this Agreement shall be valid only if in writing.

**b. Force Majeure.** In the event that either party is unable to perform any of its obligations under the Agreement or to enjoy any of its benefits because of a natural disaster, actions or decrees of governmental bodies not the fault of the affected party ("Force Majeure Event"), the party who has been so affected immediately shall give notice to the other party and shall do everything commercially practical to resume performance as quickly as possible. Upon receipt of such notice, the Agreement shall be immediately suspended. Delays in performance under this Agreement due to a Force Majeure Event shall automatically extend the affected party's delivery dates under this Agreement for the period equal to the duration of such Force Majeure Event.

**c. Severability and Survival of Terms.** In the event that any provision of this Agreement, or the application of any such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law. The terms and conditions in Sec. 2, 4, 5, 6, 7, 8, 9, and 11 shall survive termination of this Agreement.

**d. Governing Law and Venue.** The Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah without giving effect to the principles of conflict of laws, or any other principles that would result in the application of a different body of law. Venue for any and all disputes related to or arising out of this Agreement shall exclusively be in Salt Lake County, State of Utah.

**e. Assignment.** This Agreement may not be assigned by the Merchant without the prior written consent of the UFCU, which may be withheld in the sole and absolute discretion of UFCU. UFCU may assign this Agreement, without Merchant's consent. Subject to the foregoing, the provisions of this Agreement shall be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

**f. Independent Contractor.** UFCU's relationship with Merchant shall be that of an independent contractor and not that of an owner, partner or affiliate of Merchant. Each party shall be solely responsible for its own expenses including but not limited to travel, housing, food, wages, salaries and other amounts due to its respective employees or subcontractors. Each party shall be responsible for all reports and obligations respecting its employees concerning social security, income tax, unemployment insurance, and workers' compensation and security matters. Neither party shall have the authority to enter into contracts that bind the other party or create obligations on the part of the other party without the prior written authorization of such other party.

**g. Right to Subcontract.** UFCU shall have the right to subcontract any of its duties set forth in this Agreement.

**h. Public Announcements.** Neither party shall publicly announce or disclose the terms and conditions of this Agreement except that either party may use the other party's name as a reference in sales calls and customer's lists

**i. Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto with respect to the matters contemplated hereby, and no other agreement, statement or promise, made by any party hereto, that is not contained herein shall be binding or valid.

**j. Attorney Fees.** In the event of any action or proceeding at law or in equity between Merchant and UFCU to enforce or interpret any provision of this Agreement or to protect or establish any right or remedy of either party hereunder, the party not prevailing in such action or proceeding shall pay to the prevailing party reasonable costs and expenses, including, without limitation, attorneys' fees and expenses, incurred therein by such prevailing party and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included in and as part of such judgment.

**k. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. An electronic copy of the Agreement shall be deemed as an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**UFCU**

**Merchant**

**University First Federal Credit Union**

\_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_



**Exhibit A  
UFCU Program Fees**

**Merchant Lending Financing**

Merchant Name	Monthly Subscription Plan	Initial Set-up Fee (one time)
	<b>\$0</b>	<b>\$0</b>
<p>Merchant agrees to the above pricing plan. This pricing is guaranteed for the first twelve (12) months of the Agreement. If Merchant chooses to terminate, final payment and/or charges will be deducted and processed for payment to UFCU immediately. Tax may be added on top of the posted fees, if applicable for that state.</p>		
Print Authorized Person's Name	Authorized Signature	
Contract Date Start	Authorized Person's Title	

Merchant Initials : \_\_\_\_\_