



PRIVATE CLIENT SUBSCRIPTION APPLICATION

VENDOR NAME \_\_\_\_\_

BUSINESS INFORMATION (Lessee information)

LEGAL BUSINESS NAME \_\_\_\_\_
DBA \_\_\_\_\_
DBA ADDRESS \_\_\_\_\_
CITY/ STATE / ZIP \_\_\_\_\_
BUSINESS PHONE \_\_\_\_\_
CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ SOLE PROPRIETORSHIP \_\_\_\_\_ LLC \_\_\_\_\_
TAXID(EIN)# \_\_\_\_\_ BUSINESS START DATE: \_\_\_\_\_
DESCRIPTION OF BUSINESS \_\_\_\_\_
BANK NAME \_\_\_\_\_ ACCOUNT # \_\_\_\_\_ ROUTING# \_\_\_\_\_

MAILING ADDRESS (if different from above)
MAILING CITY \_\_\_\_\_ MAILING STATE \_\_\_\_\_ MAILING ZIP \_\_\_\_\_

LOCATION OF EQUIPMENT (if different from above):
LOCATION CITY \_\_\_\_\_ LOCATION STATE \_\_\_\_\_ LOCATION ZIP \_\_\_\_\_

TERM (MONTHS) \_\_\_\_\_ LEASE PAYMENT \_\_\_\_\_ # of Assets(equipment total) \_\_\_\_\_

(IF MORE EQUIPMENT IS NEEDED,SHARE A LINE USING / IN BETWEEN,MAKING SURE YOU PUT THE QTY FOREACH)

EQUIPMENT \_\_\_\_\_ (QTY) \_\_\_\_\_
EQUIPMENT \_\_\_\_\_ (QTY) \_\_\_\_\_
EQUIPMENT \_\_\_\_\_ (QTY) \_\_\_\_\_
EQUIPMENT \_\_\_\_\_ (QTY) \_\_\_\_\_

PERSONAL INFORMATION

OWNER/OFFICER \_\_\_\_\_ TITLE \_\_\_\_\_
HOME ADDRESS \_\_\_\_\_
CITY / STATE / ZIP \_\_\_\_\_
HOMENUMBER \_\_\_\_\_ CELL PHONE # \_\_\_\_\_
PERSONAL EMAIL \_\_\_\_\_
SOCIAL SECURITY # \_\_\_\_\_

I HEREBY CERTIFY THAT ALL OF THE INFORMATION PROVIDED IS TRUE, CORRECT & COMPLETE. FOR THIS PURPOSE, PRIVATE CLIENT SUBSCRIPTION MAY UTILIZE CREDIT BUREAU'S & REPORTING AGENCIES.

SIGNATURE OF APPLICANT \_\_\_\_\_ DATE \_\_\_\_\_

Mailing address: 4021 N 75th St Ste 101 Scottsdale, AZ 85251  
[Applications@PrivateClientLeasing.com](mailto:Applications@PrivateClientLeasing.com) 1-888-485-4808

<b>VENDOR NAME</b>	<b>VENDOR CODE</b>	<b>SUB NUMBER</b> For Office Use Only
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<b>LEGAL NAME OF MERCHANT ("SUB")</b>	<b>DBA NAME</b>	<b>TAX ID #</b>	<input type="checkbox"/> CORPORATION <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLC
<b>BUSINESS ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>
<b>MAILING ADDRESS (if different from above)</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>

<b>Subscriber PHONE NO.</b>	<b>SUBSCRIBER CELL PHONE</b>	<b>NOB.US. START DATE</b>	<b>TYPE OF BUSINESS</b>	<b>E-MAIL ADDR.</b>
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<b>EQUIPMENT DESCRIPTION (Manufacturer, Model, Serial Number)</b>	<b>QUANTITY</b>

**LOCATION OF EQUIPMENT (Address, Street, City, State, Zip) if different from above**

**SCHEDULE OF SUBSCRIPTION PAYMENTS**

MONTHLY SUBSCRIPTION AMOUNT \$ \_\_\_\_\_, and Loss & Damage Waiver fee of \$4.95 per month, if applicable, as provided in Section 11 of this SUB for a MINIMUM SUB TERM of \_\_\_\_\_ Months ("SUB Term"). In addition, Subscriber will pay all applicable taxes and an annual administrative tax processing fee of \$25. Such taxes may be collected prior to payment to the taxing authority. Total payments are estimated to be the total number of months of the Minimum Agreement Term multiplied by the Monthly Subscription Payment and Loss & Damage Waiver, plus applicable taxes and annual administrative tax processing fees. See Section 8 on page 2 for more details.

**BANK NAME** \_\_\_\_\_ **ROUTING** \_\_\_\_\_ **ACCOUNT** \_\_\_\_\_

**SUBSCRIPTION AGREEMENT ACCEPTANCE**

**Do not sign until you have read, understood, and agreed to the Terms and Conditions on all 2 pages of this Subscription.** No attempt at oral modification or rescission of this subscription or any term thereof will be binding upon the parties. See Section 17 on Page 2 hereof. BY SIGNING THIS SUBSCRIPTION, THE UNDERSIGNED SUBSCRIBER ACKNOWLEDGES READING ALL 2 PAGES OF THIS SUBSCRIPTION AGREEMENT, THAT ALL BLANK TERMS ON PAGE 1 WERE FILLED IN AT THE TIME OF SIGNING, THAT SUBSCRIBER HAS BEEN GIVEN A COPY OR AN OPPORTUNITY TO MAKE A COPY OF THE SUBSCRIPTION AGREEMENT AND AGREES TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT.

Print Name \_\_\_\_\_ Date \_\_\_\_\_

**Subscriber's Authorized Signature** \_\_\_\_\_ Title \_\_\_\_\_ **PERSONAL GUARANTY** \_\_\_\_\_

To induce Private Client Leasing to enter into this Agreement and purchase the Equipment for Subscriber from Vendor and knowing that Private Client Leasing is relying on this guaranty as a condition to entering into this Subscription, I, the undersigned ("**Guarantor**"), individually, absolutely and unconditionally guaranty to Private Client Leasing the prompt payment when due of all of Subscriber's obligations to Private Client Leasing under the Subscription irrespective of any other circumstance which might otherwise constitute a defense to the Subscription and/or this guaranty. Private Client Leasing shall not be required to proceed against Subscriber or the Equipment or enforce any other remedy before proceeding against me. I agree to pay all attorney's fees and other expenses Private Client Leasing incurs in enforcing any term of this guaranty and this Subscription, including but not limited to the forum selection clause set forth in this guaranty, and in connection with any Dispute (defined below). I consent to any extension or modification granted to Subscriber, and the release and/or compromise of any obligation of Subscriber or any other obligors and guarantors shall not in any way release me from my obligations under this guaranty. This is a continuing guaranty and shall bind my heirs, successors and assigns, and may be enforced by or for the benefit of any assignee or successor of Private Client Leasing. I REPRESENT AND WARRANT THAT MY DECISION TO ENTER INTO THIS GUARANTY IS NOT BASED ON ANY PROMISE MADE BY ANYONE, WHETHER WRITTEN OR ORAL, THAT IS NOT SET FORTH IN THIS Subscription AND GUARANTY AND I ACKNOWLEDGE THAT Private Client Leasing CLAIMS TO BE DUE FROM ME UNDER THIS GUARANTY, SHALL BE LITIGATED EXCLUSIVELY IN THE CHANCERY COURTS OF DELAWARE, or the federal courts located in DELAWARE, notwithstanding that other courts may have jurisdiction over the parties and the subject matter, and I freely consent to the jurisdiction of such courts. THE LAWS OF THE STATE OF DELAWARE SHALL APPLY TO ANY DISPUTE BETWEEN THE PARTIES. I understand that the cost of litigating in Delaware may be in excess of the amount at stake in the litigation. Nonetheless, I waive any objection that such courts are an inconvenient forum or venue, irrespective of the actual amount at issue. Private Client Leasing may properly serve me with legal process via certified mail to my address set forth herein or to my current or last known address, and upon such mailing, service shall be effective irrespective of whether a signed certified mail return receipt is returned to Private Client Leasing. I agree to promptly notify you of any change of my address and that of the Subscriber. I VOLUNTARILY AND FREELY WAIVE TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE. I agree not to pursue a claim against Private Client Leasing, its assigns or servicing agents, as a lead plaintiff, class representative or as part of a class action or other representative action. Any permitted cause of action I may have against Private Client Leasing, its assignee, its servicing agent or their employees and attorneys, must be commenced within one year from the accrual of that cause of action. I expressly authorize Private Client Leasing or its servicing agents or assigns continuing authority to obtain one or more consumer credit reports from a credit bureau or credit reporting agency and to conduct one or more credit checks concerning my credit history. I acknowledge that Private Client Leasing may furnish information relating to this Subscription and Guaranty to one or more credit reporting agencies. If I believe that any information that Private Client Leasing furnishes to a credit reporting agency is inaccurate, I will notify Private Client Leasing of that inaccuracy in writing, at 200 Continental Drive, Suite 401, Newark, DE 19713. I understand that upon my request, Private Client Leasing will inform me whether or not a credit report was requested, and if such report was requested, of the name and address of the consumer reporting agency that furnish the report. I expressly consent to receive: (1) telephone calls on a recorded line, including but not limited to collection calls and/or telemarketing calls regarding offer by or on behalf of Private Client Leasing, its assignee, or its servicing agent, via automated technology to the telephone number(s) (including wireless numbers) which I provide to the Private Client Leasing, or which I use to call Private Client Leasing or its assignee, or which Private Client Leasing learns about through other means, including but not limited to reports provided by credit reporting agencies and other similar services; and (2) e-mails and text messages, including but not limited to collection messages and/or marketing or advertising messages regarding offers by or on behalf of Private Client Leasing, to the e-mail address or telephone number which I provide to Private Client Leasing. In the event the telephone number(s) or e-mail address which I have provided are changed or relinquished by me, I agree to promptly notify Private Client Leasing of any such changes. BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS GUARANTY AND ALL 2 PAGES OF THE SUBSCRIPTION, THAT ALL BLANKS ON PAGE 1 AND 2 WERE FILLED IN AT THE TIME OF SIGNING, THAT I HAVE BEEN GIVEN A COPY OR AN OPPORTUNITY TO MAKE A COPY AND THAT I AGREE TO BE BOUND BY ALL THE TERMS OF THIS GUARANTY AND SUBSCRIPTION. I understand that I may consult an attorney or other advisor before signing this Guaranty and Subscription. I agree that electronic signatures and signatures exchanged by facsimile or e-mail shall have the same force and effect as an ink signature.

**Guarantor's Signature** \_\_\_\_\_ Print Name \_\_\_\_\_ Social Security No. \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Home Phone No. \_\_\_\_\_ Cell Phone No. \_\_\_\_\_

Private Client Leasing **OFFICE USE ONLY**  
 Accepted by Private Client Leasing

**Signature/Title** \_\_\_\_\_ **Print Name** \_\_\_\_\_ **Date** \_\_\_\_\_

## TERMS AND CONDITIONS

This Subscription Agreement ("Agreement") is being entered into by and between Private Client Leasing and the Subscriber identified in the signature panel of this Agreement. In this Agreement, the words "we", "our" and "us" refer to Private Client Leasing and its successors and assigns and the words "you" and "your" refer to Subscriber and its permitted successors and assigns. Subscriber hereby authorizes us or our designees, successors or assigns (hereinafter "CL") to withdraw any amounts including any and all sales taxes now due or hereafter imposed, owed by Subscriber in conjunction with this Subscription Agreement by initiating debit entries to Subscriber's account at the bank named above (hereinafter "Bank"), or such other bank as the Subscriber may from time-to-time use. In the event of default of Subscriber's obligation hereunder, Subscriber authorizes debit of its account for the full amount due under this Agreement. Further, Subscriber authorizes Bank to accept and to charge any debit entries initiated by CL to Subscriber's account. In the event that CL withdraws funds erroneously from Subscriber's account, Subscriber authorizes CL to credit Subscriber's account for an amount not to exceed the original amount of the debit. This authorization is to remain in full force and effect until CL and Bank have received written notice from Subscriber of its termination in such time and in such manner as to afford CL and Bank a reasonable opportunity to act.

- Equipment.** We agree to provide to you and you agree to subscribe from us the equipment identified on the cover page of this Agreement or such other comparable equipment we provide you (the "Equipment"), according to the terms and conditions of this Agreement. We are providing the Equipment to you "as is" and make no representations or warranties of any kind as to the suitability of the Equipment for any particular purpose.
- Effective Date, Term and Interim Rent.** (a) This Agreement becomes effective on the earlier of the date we deliver any piece of Equipment to you (the "Delivery Date") or acceptance by us. This Agreement remains in effect until all of your obligations and all of our obligations under it have been satisfied. We will deliver the Equipment to the site designated by you. (b) The term of this Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us (the "Commencement Date"), and continues for the number of months stated as the "Subscription Term" on the first page. You agree this Agreement is a non-cancelable commitment by you to subscribe for the equipment identified for the entire Subscription Term. You agree to pay all amounts due during the Subscription Term and confirm by executing this Agreement that the Subscription Term is specifically defined as written on the first page of this Agreement. (c) You agree to pay an Interim Subscription Payment in the amount of one-thirtieth (1/30th) of the monthly subscription charge for each day from and including the Delivery Date until the date preceding the Commencement Date. (d) You acknowledge that the equipment and software you subscribe for under this agreement may not be compatible with another processor's systems and that we do not have any obligation to make such software or equipment compatible in the event that you elect to use another service provider. Upon termination of your merchant processing agreement, you acknowledge that you may not be able to use the equipment or software subscribed for under this agreement with any other service provider.
- Site Preparation.** You will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturers and our specifications and will make the site(s) available to us by the confirmed shipping date.
- Payment of Amounts Due.** (a) Schedule of Fees Default Fees Amount Administrative Fees Amount NSF Fee \$10 Upgrade Fee \$50 Collection Fee \$25 Assumption Fee \$150 Late Fee (10 percent of Total Due) min \$5 Agreement Copy Fee \$7 Collection Invoicing Fee \$7 Equipment Service Program\*\* \$4.95 Improper Return Fee\* \$100 (b) The monthly subscription charge is due and payable on the same day of each successive month thereafter of the Subscription Term for each piece of Equipment. You agree to pay all assessed costs for delivery and installation of Equipment. (c) In addition to the monthly subscription charge, you shall pay, or reimburse us for, amounts equal to any taxes or assessments on or arising out of this Agreement or the Equipment, and related supplies or any services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise tax, exclusive, however, of taxes based on our net income. Reimbursement of property tax calculation is based on an average tax rate. (d) Your subscription payments will be due despite dissatisfaction for any reason with the Equipment or related processing services. (e) Whenever any payment is not made by you in full when due, you shall pay us as a late charge, an amount equal to ten percent of the amount due but no less than \$5.00 for each month during which it remains unpaid (prorated for any partial month), but in no event more than the maximum amount permitted by law. You shall also pay to us an administrative charge of \$10.00 for any debit we attempt to make against your bank account that is rejected, but in no event more than the maximum amount permitted by law. (f) In the event your account is placed into collections for past due subscription amounts, you agree that we can recover a collection expense fee of \$25 for each aggregate payment requiring a collection effort, but in no event more than the maximum amount permitted by law. (g) \* See paragraph 5(g) for details regarding this fee. (h) \*\* See paragraph 5(j) for details regarding this fee.
- Use and Return of Equipment; Insurance** (a) You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall maintain the Equipment in good operating condition and protect it from deterioration, normal wear and tear excepted. (b) You shall not permit any physical alteration or modification of the Equipment, or change the installation site of the Equipment, without our prior written consent. (c) You shall not create, incur, assume or allow to exist any consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment without our prior written consent. (d) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all permits required to operate the Equipment at your facility. (e) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment. (f) The Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment evidencing our ownership. (g) You agree that all Equipment returns shall be to Private Client Leasing at 4024 N 75th St Suite 101 Scottsdale AZ 85251 or as may be directed by subsequent assignee, be done in a manner that can be tracked, and shall have the Subscription number referenced on the return packaging. You understand and agree that your failure to return the Equipment in the manner noted in the preceding sentence will delay our receipt of the return and possibly result in you being charged \$100. If returned Equipment shows excessive wear and tear or is not in good operating condition (in each case, as determined by us in our reasonable discretion), you will be charged our cost to restore such Equipment to normal or good operating condition, as applicable. (h) You shall keep the Equipment adequately insured against loss by fire, theft, and all other hazards. (i) You shall provide proof of insurance as evidenced by a certificate naming Private Client Leasing, as a loss payee under your insurance policy. The loss, destruction, theft, or damage of or to the Equipment shall not relieve you from your obligation to pay the full purchase price or total monthly subscription charges hereunder. (j) You may choose not to insure the Equipment and participate in the Equipment Service Program. The Equipment Service Program provides a replacement of the Equipment for as long as you participate in the Program during the Subscription Term. The Equipment Service Program includes (i) free comparable replacement terminal (new or refurbished) in the event of a defect or malfunction (terminal defects or malfunctions caused by acts of God are not covered by this Program), (ii) free shipping and handling on both the replacement terminal and return of defective terminal, (iii) free overnight shipping and handling on replacement terminal if requested by 3:00 pm ET (Monday - Thursday). If you don't return your damaged equipment, you will be charged the full purchase price of the replacement equipment sent to you. The monthly fee of \$4.95 for the optional Equipment Service Program is a per terminal fee. You can choose to insure the Equipment and terminate your participation in the program at any time by calling our Customer Service department. Equipment Service Program not available in New York and Oregon.
- Title to Equipment.** We at all times retain title to the Equipment unless we agree otherwise in writing. You agree to execute and deliver to us any statement or instrument that we may request to confirm or evidence our ownership of the Equipment, and you irrevocably appoint us as your attorney-in-fact to execute and file the same in your name and on your behalf. The transaction contemplated by this Agreement shall be treated as a lease, however, if a court determines that the transaction is not governed by Article 2A of the Uniform Commercial Code (or a similar provision adopted in the relevant jurisdiction), then we shall be deemed to have a first lien Security interest on the Equipment as of the date of this Agreement, and you will execute such documentation as we may request to evidence such security interest.
- Return or Purchase of Equipment at End of Subscription Term.** Upon the completion of your Subscription Term or any extension thereof, you will have the option to (a) return the Equipment to us; (b) purchase the Equipment from us for its then fair market value, calculated as a percentage of the aggregate Subscription payments in accordance with the following: If the Subscription Term is 48 months or more, the buyout option as a percentage of the aggregate subscription payments shall be ten 10 percent. If the term of this subscription is 36 to 47 months, the buyout option as a percentage of the aggregate subscription payments shall be 15 percent. If the term of this subscription is 24 to 35 months, the buyout option as a percentage of the aggregate subscription payments shall be 20 percent; or (c) after the final subscription payment has been received by CL, the Agreement will continue month-to-month at the existing monthly subscription payment. If you do not want to continue the Subscription to the Equipment, then you must provide CL with at least 30 days prior written notice to terminate and return the equipment to CL. If we terminate the subscription pursuant to Section 11(b) due to a default by you, then you shall immediately return the Equipment to us no later than the tenth business day after termination, or remit to us the fair market value of the Equipment as determined in good faith by us. You agree we may collect any amounts due to us under this Section 7 by debiting your bank account, and to the extent we are unable to obtain full satisfaction in this manner, you agree to pay the amounts owed to us promptly upon our request.
- Software License.** We retain all ownership and copyright interest in and to all computer software, related documentation, technology, know-how and processes embodied in or provided in connection with the Equipment other than those owned or licensed by the manufacturer of the Equipment (collectively "Software"), and you shall have only a nonexclusive license to use the Software in your operation of the Equipment.
- Limitation on Liability.** We are not liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment, including any damage or injury to persons or property caused by the Equipment. We are not liable for the use or maintenance of the Equipment, its failure to operate, any repairs or service to it, or by any interruption of service or loss of use of the Equipment or resulting loss of business. Our liability arising out of or in any way connected with this Agreement shall not exceed the aggregate subscription amount paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Agreement are your sole and exclusive remedies.
- Warranties.** (a) All warranties express or implied, made to you or any other person are hereby disclaimed including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular use, quiet enjoyment, or infringement. (b) You warrant that you will only use the Equipment for commercial purposes and will not use the Equipment for any household or personal purposes.
- Indemnification.** You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses, (including attorneys' fees) resulting from (a) the operation, use, condition, liens against, or return of the Equipment or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.
- Default; Remedies.** (a) If any debit of your bank account initiated by us is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision of this Agreement or any agreement with any of our affiliates, alliances or joint ventures, any such event shall be a default hereunder. Without limiting the foregoing, any default by you under a Merchant Processing Agreement ("MPA") with us or with an Alliance or joint venture to which we are a party will be treated as a default under this agreement. Such a default would include a default resulting from early termination of the MPA, if applicable. (b) Upon the occurrence of any default, we may at our option, effective immediately without notice, either (i) terminate this subscription and our future obligations under this Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, or (ii) accelerate and declare immediately due and payable all monthly subscription charges for the remainder of the applicable Subscription Term together with the fair market value of the Equipment (as determined by us), not as a penalty but as reasonable damages for our loss of the bargain. Upon any such termination for default, we may proceed in any lawful manner to obtain satisfaction of the amounts owed to us and, if applicable, our recovery of the Equipment, including entering onto your premises to recover the Equipment. In any case, you shall also be responsible for our costs of collection, court costs and reasonable attorneys' fees, as well as applicable shipping, repair and refurbishing costs of recovered Equipment. You agree that we shall be entitled to recover any amounts due to us under this Agreement by charging your bank account or any other funds of yours that come into our possession or control, or within the possession or control of our affiliates, alliances or joint ventures, or by setting off amounts that you owe to us against any amounts we may owe to you, in any case without notifying you prior to doing so. Without limiting the foregoing, you agree that we are entitled to recover amounts owed to us under this Agreement by obtaining directly from an alliance or joint venture to which we are a party and with which you have entered into an MPA any funds held or available as security for payment under the terms of the MPA, including funds available under the "Reserve Account; Security Interest" section of the MPA, if applicable.
- Assignment.** You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Agreement, any transfer of voting control of you or your parent shall be considered an assignment or transfer hereof. We may assign or transfer this Agreement and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent. This Agreement will be assigned to First Data Merchant Services, LLC shortly after execution.
- Subscription Guaranty.** No guarantor shall have any right of subrogation to any of our rights in the Equipment or this Agreement or against you, and any such right of subrogation is hereby waived and released. All indebtedness that exists now or arises after the execution of this Agreement between you and any guarantor is hereby subordinated to all of your present and future obligations, and those of your guarantor, to us, and no payment shall be made or accepted on such indebtedness due to you from a guarantor until the obligations due to us are paid and satisfied in full.
- Governing Law; Miscellaneous.** This Agreement shall be governed by and will be construed in accordance with the laws of the State of New York (without applying its conflicts of laws principles). If any part of this Agreement is not enforceable, the remaining provisions will remain valid and enforceable.
- Dispute Resolution and Arbitration.** If the parties disagree as to any matter governed by this Agreement, the parties shall promptly consult with one another in an effort to resolve the disagreement. If such effort is unsuccessful, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, except that equitable relief may also be sought in any court of competent jurisdiction.
- Notices.** All notices must be in writing, if to you at your address appearing on the cover page of this Agreement and if to us at 4021 N 75th Street Suite 101 Scottsdale AZ 85251. Attn: Equipment Subscription Department, or as may be otherwise directed to you by subsequent assignee. Notices shall be deemed to have been given (i) if sent by mail or courier, upon the earlier of five (5) days after mailing or when actually received or, in the case of courier, when delivered, and (ii) if sent by facsimile machine, when the courier confirmation copy is actually received. Notice given in any other manner shall be effective when actually received, if to you at the address appearing on the cover page of this Agreement or by any electronic means, including but not limited to the email address you have provided on the cover page of the Agreement. Notices sent to the Merchant's last known address, as indicated in our records, shall constitute effective notice to the Merchant under this Agreement. Customer Service toll free number 888-485-4808.
- Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings and can be changed only by a written agreement signed by all parties. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

**Subscriber's Initials:** \_\_\_\_\_

Completion of all fields is required.  
Denote N/A if necessary

### Exhibit D Delivery and Acknowledgement Form

Relationship code \_\_\_\_\_

Quote or App number \_\_\_\_\_

Merchant Number \_\_\_\_\_

Sales Rep \_\_\_\_\_

Principal/Principal Guarantor Name: \_\_\_\_\_

Merchant Business phone \_\_\_\_\_ Merchant Contact Phone \_\_\_\_\_

Term \_\_\_\_\_ Payment \_\_\_\_\_ Total # of assets \_\_\_\_\_ Equipment Description \_\_\_\_\_

Merchant Name \_\_\_\_\_

Location of Equipment:

Street address \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Equipment information:

Make/model \_\_\_\_\_ Serial Number \_\_\_\_\_ Delivery Date \_\_\_\_\_

Make/model \_\_\_\_\_ Serial Number \_\_\_\_\_ Delivery Date \_\_\_\_\_

Make/model \_\_\_\_\_ Serial Number \_\_\_\_\_ Delivery Date \_\_\_\_\_

Make/model \_\_\_\_\_ Serial Number \_\_\_\_\_ Delivery Date \_\_\_\_\_

- You will receive a welcome letter by mail detailing your first payment due date
- Payments are collected via ACH debit each month. You will not receive a monthly bill
- A one-time interim rent charge will be assessed for each day from the day you received the equipment to the first payment date
- By your signature on this document, it confirms that you have received the equipment and that you are accepting the terms - We will activate your subscription

**I HEREBY CERTIFY THAT:**

**Merchant initials required and clear legible driver license, state ID or passport required**

The equipment I have requested has been delivered to my business location

I have received a copy of my Subscription Agreement

I have read and understand the terms and conditions of the Subscription Agreement

I understand that this subscription is NON-CANCELABLE for the full term

My business subscription payments will be automatically deducted from my designated business checking account on the same day each month during the term of the subscription agreement

I agree to the total number of pieces of equipment contained within the Subscription Agreement

Subscriber Signature

Title

Acknowledgment Date

\*\* Please note that FDMS reserves the right to perform verbal verification calls at our discretion for quality assurance purposes.