

POINT OF SALE ORDER FORM

This Point-of-Sale and Payment Processing Order Form (this “Order Form”) is entered into by and among Buttler Business Systems, LLC (“BBS”), a reseller of Round 2 POS, Inc.’s (“Round 2’s”) point-of sale software and the undersigned customer (“Merchant”). This Order Form incorporates by reference the *BBS POS System Terms and Conditions of Use*, the *Round 2 Services Terms and Conditions of Use*, and the *Round 2 End User License Agreement*, and any other agreement that references this Order Form (collectively, the “Referenced Agreements”), each as may be amended from time to time, and each of which Merchant agrees to be bound.

Before Merchant can access the point-of-sale system (see Section 2 below) and begin processing payment transactions, Merchant must enter into a separate *Merchant Processing Agreement* (“MPA”) with Fiserv and Citizens Bank. The MPA sets forth the payment processing and merchant services terms and conditions that BBS will facilitate as a reseller of those services.

By signing below, Merchant agrees to be bound the Referenced Agreements, which are available at ButlerBizSys.com/agreements or upon request. For information about how Round 2 collects, uses, and discloses personal information relating to Merchant and its customers, see Round 2’s *Privacy Policy*, which can be found at Round2POS.com/privacy.

1. MERCHANT INFORMATION

Legal Business Name: _____

DBA (if applicable): _____

Business Address: _____

City / State / ZIP: _____

Primary Contact Name & Title: _____

Phone: _____

Email: _____

2. POS SYSTEM ORDER DETAILS

A. Software Subscription

Item	Description	Monthly Fee
POS Software	<input type="checkbox"/> Round2 Point-of-Sale	\$_____
Optional Modules	<input type="checkbox"/> Gift Cards	\$_____

Item	Description	Monthly Fee
	<input type="checkbox"/> KDS Software (\$25/unit)	\$ _____
	<input type="checkbox"/> Online Ordering Software	\$ _____
	<input type="checkbox"/> NMI Fee (Online Payments)	\$ _____

B. Hardware (if applicable)

Item	Model	Qty	Item	Model	Qty
POS Terminal			Terminal Mount		
Payment Device			Cash Drawer		
Receipt Printer			Gift Card Reader		
Kitchen Printer			KDS Unit		
Pole Display			Scale		
Router			Switch		

Total Monthly Fee: \$ _____

3. PAYMENT PROCESSING & PRICING STRUCTURE

A. Processing Model (Select One)

- Dual Pricing / Cash Discount Program**
 Interchange Plus Pricing

B. Dual Pricing Disclosure (if applicable)

Merchant understands and agrees that under a Dual Pricing or Cash Discount program:

(a) Merchant must display both the card price and the discounted cash price wherever prices are displayed, or, if only one price is displayed, Merchant must display the card (higher) price; and

(b) program compliance, signage, receipts, menus, and disclosures must comply with applicable card network rules and state law, and Merchant is responsible for maintaining such compliance.

C. Processing Fees & Charges (Summary)

Fee Type	Rate / Amount
VMD Credit Card Processing Rate	_____ % + \$ _____
AVS (if applicable)	_____ % + \$ _____
Debit Processing Rate	_____ % + \$ _____

Fee Type	Rate / Amount
Reg Product Fee	_____ % + \$ _____
Batch Fee	\$ _____
Per-Transaction Fee (<i>NMI Only</i>)	\$ _____
EBT (if applicable)	_____ % + \$ _____
Declines / Refunds (if applicable)	_____ % + \$ _____
Statement Fee	\$ _____
Chargeback Fee (if applicable)	\$ _____
PCI Compliance Fee (if applicable)	\$ _____

Detailed pricing, interchange categories, assessments, pass-through fees, and state-specific restrictions are governed by the Merchant Processing Agreement or the Referenced Agreements.

4. TERM & BILLING

- **Term:** Month-to-month from the Activation Date. “Activation Date” means the date on which the point-of-sales system is first provisioned for Merchant use or the date Merchant begins processing transactions, whichever occurs first.
- **Billing:** Payments and billing are governed by the *Merchant Processing Agreement*.

5. AUTHORIZATION & ACKNOWLEDGEMENTS

By executing this Order Form, Merchant: (i) authorizes BBS and its processing partners to debit and credit Merchant’s designated bank account for settlement, fees, adjustments, chargebacks, and reversals, as set forth in more detail in the *Merchant Processing Agreement* and the *Round 2 Services Terms and Conditions*; (ii) acknowledges receipt of, and agrees to be bound by, the *Referenced Agreements*; (iii) acknowledges that processing rates and rules are subject to change by card networks, payment processors and sponsoring banks; and (iv) understands that the POS system and payment processing are separate but integrated services, and that use of the POS system is conditioned on Merchant’s use of the designated payment processing services, which are set forth in the *Merchant Processing Agreement*.

6. ACCEPTANCE & SIGNATURES

By signing below, Merchant agrees that this Order Form, together with the Referenced Agreements, form a binding agreement between Merchant and the parties to each applicable agreement.

Merchant Legal Name: _____

Authorized Signer Name & Title: _____

Signature: _____

Date: _____

Butler Business Systems, LLC

Authorized Signer: _____

Signature: _____

Date: _____