

MERCHANT PROCESSING AGREEMENT

Merchant Application and Fee Schedule

Please carefully complete the Application and read the Terms and Conditions and other additional forms, as applicable to you, which together make up the Merchant Processing Agreement. **The Terms and Conditions can be viewed at <https://empower2.fisglobal.com/npcma>. Please retain the website to review the Terms and Conditions as well a copy of the Merchant Application for your records.** WorldPay ISO, Inc. ("NPC") and Member Bank's acceptance of this Application will be made in a manner authorized in the Agreements and/or Terms and Conditions.

8500 Governors Hill Drive
Symmes Twp, OH 45249-1384
Phone: 888-208-7231
Fax: 877-822-1248

Sales Representative ID Number (9 digit or 16 digit code)

Bank # or Merchant Association #:

SECTION 1 MERCHANT BUSINESS INFORMATION				
Business Legal Name: (Must Match Business Tax Return Name)		Contact Name:		
Business Name (DBA): ☐ Check here if Corporate Headquarters		Email address:	Website:	
Business Location Address:		Business Billing Address: (if different from location address)		
City, State, Zip:		City, State, Zip:		
Phone #:	Fax #:	Phone #:	Fax #:	
Federal Tax ID #:				
SECTION 2 BENEFICIAL/CONTROL OWNERSHIP INFORMATION				
To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of certain legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.				
Type of Legal Entity: ☐ Association/Estate/Trust ☐ Financial Institution ☐ Partnership ☐ SEC Registered Entity ☐ Government (Federal/State/Local) ☐ LLC ☐ Private Corporation ☐ Individual/Sole Proprietor ☐ Non Profit/Tax-Exempt (501C) ☐ Publicly Traded Corporation				
Is Merchant a government entity or an entity at least 50% owned or controlled by a government entity? ☐ YES ☐ NO				
If "yes" checked above, list country name of owning or controlling government entity: _____				
Control Owner/Officer/Principal Name:		Title:	DOB:	SSN #:
Home Address:		City, State, Zip:		Phone #:
Beneficial Owner/Officer/Principal Name:		Title:	DOB:	SSN #:
Home Address:		City, State, Zip:		Phone #:
Beneficial Owner/Officer/Principal Name:		Title:	DOB:	SSN #:
Home Address:		City, State, Zip:		Phone #:
Beneficial Owner/Officer/Principal Name:		Title:	DOB:	SSN #:
Home Address:		City, State, Zip:		Phone #:
Beneficial Owner/Officer/Principal Name:		Title:	DOB:	SSN #:
Home Address:		City, State, Zip:		Phone #:
Beneficial Owner/Officer/Principal Name:		Title:	DOB:	SSN #:
Home Address:		City, State, Zip:		Phone #:
SECTION 3 IMPORTANT DISCLOSURES Merchant acknowledges receipt of NPC's documentation, which includes Merchant Processing Agreement Ver.GEN.0123				
IMPORTANT MEMBER BANK RESPONSIBILITIES: (1) A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant. (2) A Visa Member must be a principal (signer) to the Merchant Agreement. (3) The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply. (4) The Visa Member is responsible for and must provide settlement funds to the Merchant. (5) The Visa Member is responsible for all funds held in reserve that are derived from settlement.				MEMBER BANK: Fifth Third Bank, N.A. c/o Worldpay LLC. 8500 Governors Hill Drive Symmes Township, OH 45249 (888) 208-7231
IMPORTANT MERCHANT RESPONSIBILITIES: (1) Ensure compliance with cardholder data security and storage requirements. (2) Maintain fraud and chargeback below thresholds. (3) Review and understand the terms of the Merchant Agreement. (4) Comply with Operating Regulations. The responsibilities listed above do not supersede the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.				
Signature (Signature may be evidenced by facsimile)		Name (please print)		Date
X				

Merchant's Business Name (Legal): _____

SECTION 4 BUSINESS PROFILE AND ASSUMPTIONS									
☐ Ownership or Legal Entity Change		Close NPC Existing MID#:			Close Date Existing MID:			Open Date:	
Annual Volume (Visa/MC/DS/AX):		% Card Present		% Card Swipe		% Imprint (Manually Keyed)		% B2B	
Average Ticket (Visa/MC/DS/AX):		% Card Not Present		% MOTO		% Internet		% of International Cards	
Highest Ticket (Visa/MC/DS/AX):		Total 100%							
☐ Add'l. Location 1st Location MID:				☐ Never Accepted Cards ☐ Processor Change -		How many processing statements are you including? _____			
Type of Goods/ Service Sold:									
MCC:			REFUND POLICY (Check One): ☐ No Refund ☐ Refund in 30 days or less ☐ Merchandise exchange only ☐ Other						
Seasonal Sales: ☐ Yes ☐ No		Active Months: ☐ JAN ☐ FEB ☐ MAR ☐ APR ☐ MAY ☐ JUN ☐ JUL ☐ AUG ☐ SEP ☐ OCT ☐ NOV ☐ DEC							
SECTION 5 COMPLIANCE INFORMATION									
Do you (MERCHANT) have a ☐ 3rd party software application/gateway or ☐ POS Terminal					Do you store cardholder data? Paper - ☐ YES ☐ NO Electronic - ☐ YES ☐ NO				
Have you ever experienced an Account Data Compromise? ☐ YES ☐ NO					If yes, have you completed remediation? ☐ YES ☐ NO				
Third Party Software/Gateway Vendor Name and Address:					Third Party Software/Gateway Vendor Contact Information:				
Version #		Merchant data to which this vendor has access:			Does software store cardholder information? ☐ YES ☐ NO				
All merchants must comply with the Payment Card Industry Data Security Standard ("PCI DSS"). Merchant is required to maintain the security of card data and to comply with the requirements of the PCI DSS. Merchant must validate its compliance with the PCI DSS and provide NPC with evidence that Merchant (a) has successfully completed a Self Assessment Questionnaire and scan(s), if applicable, and (b) is compliant with the PCI DSS. NPC has created the PCI Program ("PCI Program") to assist merchants in securing card data and complying with PCI DSS. You may be enrolled in the PCI Program and the applicable fees will be assessed in accordance with the terms of the PCI Program. Information on the PCI Program is set forth in Section 15 of the Terms and Conditions and the applicable fees are set forth in Section 8 of this Application. All gateway or other vendor supplied software must be compliant with the Payment Application Data Security Standard rules ("PA DSS").									
SECTION 6 MERCHANT BANK ACCOUNT INFORMATION									
In accordance with the terms set out in the Merchant Processing Agreement, funds will be transferred to/from the account as delineated. If nothing is checked, MERCHANT will receive Premium ACH. ACH can be performed by the following entities: Member Bank, NPC or any authorized agent of NPC or any Third Party Service Provider with whom you have contracted. *Subject to special approval.									
Deposit Time Frame: ☐ Premium ACH ☐ Alternate Funding*					Deposit Type: ☐ Combined ☐ By Batch				
Any ACCOUNT NUMBER indicated must be a valid account number for handling ACH deposits and withdrawals. If more than one account is indicated, account #1 will be used for Sales.									
Routing #1		DDA Account Type: ☐ Checking ☐ Savings							
Account #1									
Routing #2		DDA Account Type: ☐ Checking ☐ Savings							
Account #2		If a second account, this account is used for: ☐ Discount ☐ Fees ☐ Credits ☐ Chargebacks							

Merchant's Business Name (Legal): _____

SECTION 7 FEE SCHEDULE

APPLICATION ☐ Tiered[^] ☐ Flat Rate[¥] **DISCOUNT:** ☐ Daily **CARD OPTIONS:** ☐ All Cards ☐ Other Cards
TYPE: ☐ Interchange# ☐ Cash Advance ☐ Monthly ☐ Debit Card Only

BUSINESS TYPE ☐ Retail ☐ Restaurant ☐ Mail/Telephone Order** ☐ Internet**
SUB BUSINESS TYPE ☐ Retail Key Entered** ☐ DialPay Capture** ☐ MOTO/CardSwipe** ☐ Large Ticket

VISA/MASTERCARD/DISCOVER (V/MC/D) Rate Category	Discount Rate	Transaction Fee	AMERICAN EXPRESS Rate Category*	Discount Rate	Transaction Fee
Base	%	\$	Base	%	\$
Mid-Qualified¹ (Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants)	+	% + \$	Mid-Qualified¹	+	% + \$
Non-Qualified²	+	% + \$	Non-Qualified²	+	% + \$
Base Debit NON PIN-Based³ (Same as V/MC/D Discount Rate if left blank) Regulated Only ⁶ ☐	%	+ \$	Miscellaneous Product Fees		
☐ Debit PIN-Based⁴	Monthly Hosting Fee \$	% \$	☐ Wireless Service³		
Qualified Rewards⁵		% Same as Visa/MC/ Discover Transaction Fee	Quantity	Setup Fee \$	Monthly Hosting Fee \$ Transaction Fee +\$

Transaction fees are charged for all transaction authorization attempts.

¹Added to Base discount rate and transaction fee.

²Added to applicable Mid-Qualified discount rate and transaction fee.

³Transaction fee is in addition to the applicable Base, Mid-Qualified, or Non-Qualified transaction fee, regardless of transaction qualification.

⁴Debit Network Interchange, sponsorship, switch and gateway fees, and any miscellaneous fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures.

⁵Same as Mid-Qualified discount rate if left blank for the applicable Reward categories collected by NPC (Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants).

***TIERED MERCHANTS ONLY** - Commercial Card transactions that do not meet the requirements to qualify for preferred rates will be assessed an additional fee of 0.50% (0.0050) on such sales volume. ⁶Regulated applies to all Base NON PIN debit transactions from issuers that are not exempt pursuant to 12 CFR Part 235. NON PIN debit transactions from exempt issuers will fall under the Base V/MC/D discount rate. If a rate is identified but the Regulated Only box is not checked, then this rate applies to all Base NON PIN debit transactions. **If the Retail Key Entered/MOTO/Internet/DialPay Business Type is selected, Rewards cards will be charged discount rates plus 0.11% (0.0011) on all transactions. NPC's processing fees and Card Brand interchange fees are included in the discount rate. All other Card Brand fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures.

INTERCHANGE MERCHANTS ONLY- CARD ORGANIZATION FEES: Visa, MasterCard and Discover Interchange fees, assessments and other fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures.

¥ FLAT RATE MERCHANTS ONLY - CARD ORGANIZATION FEES: All fees are included in discount rate and transaction fee above except fees related to International transactions. Does not apply to American Express.

***AMERICAN EXPRESS** - Existing American Express Number ☐ YES ☐ NO

Annual Estimated or Actual American Express Volume is less than \$1,000,000.00 ☐ YES ☐ NO

If No, then you are not eligible for the American Express Program unless the MCC is excluded according to current American Express OptBlue Program limitations. If No and your volume decreases to less than \$1,000,000, you maybe converted to the American Express OptBlue Program unless you have elected to opt out.

☐ By checking this box, you elect to opt out of the American Express Program

☐ By checking this box, you elect to opt out of receiving American Express Marketing Materials

SECTION 8 OCCURRENCE FEES

On File Fee	/month	Minimum Bill	/month	Paper Statement	☐ Yes ☐ No	/month
Batch Fee	/each	Early Deconversion Fee ¹	/each	Monthly Terminal Fee ²		/month
Voice Auth/DialPay	/each	Card Brand Usage Fee (NABU) ³	/each	PCI PROGRAM		
ACH/DBA Change Fee	/each	Chargeback Fee	/each	SaferPayments Basic ⁴	☐	/month
Retrieval Fee	/each	AVS	/each	SaferPayments Managed ⁴	☐	/month

Annual Fee _____ Charged in Month of _____ Regulatory Accounting Assistance Program (RAAP) Fee⁵ _____ Charged Annually Month of _____

Return ACH(s) are subject to a \$25.00 fee for each occurrence.

1099-K Reporting is provided at No Charge

¹The initial term of the Merchant Agreement is 3 years and automatically renews for additional 3 year periods. If this Agreement is terminated prior to the expiration of the initial term or any renewal term, you will be subject to an Early Deconversion Fee ("EDF") in accordance with the terms of Section 7.B of the Terms and Conditions. If limited by state law, these fees may be modified in accordance with Section 7.B of the Terms and Conditions.

² Monthly Terminal Fee of \$2.99 will be assessed per month on all next-generation terminals, as applicable.

³ The Card Brand Usage Fee (NABU) includes the MasterCard Network Assessment and Brand Usage Fee, the Visa Acquirer Processing Fee, and the Visa Base II Transaction Fee and applies to Tiered Merchants Only.

⁴See Section 15 of the Terms and Conditions for additional information. In addition, Merchant may be charged a PCI Non-Compliance fee of \$74.95 per month per MID if not in compliance with PCI Rules and Regulations. Please refer to Section 6.G of the Terms and Conditions.

⁵See Section 13 of the Terms and Conditions for additional information.

Merchant's Business Name (Legal): _____

SECTION 9 UNLIMITED PERSONAL GUARANTY AND CREDIT INFORMATION AUTHORIZATION

PERSONAL GUARANTEE: In exchange for NPC's and Member Bank's acceptance of this Merchant Agreement, each person signing immediately below this paragraph (each such person, a "Guarantor") is signing this Merchant Agreement as a Guarantor of the Merchant identified on page 1 of the Merchant Agreement. By signing below, each Guarantor (i) accepts and agrees to be bound by the Continuing Unlimited Guaranty provisions starting in Section 11 of the Terms and Conditions, and (ii) acknowledges and confirms that, prior to signing, he or she received and read those Continuing Guaranty provisions. Each Guarantor individually authorizes NPC, Member Bank, and/or either of their representatives to conduct an initial and ongoing comprehensive credit investigation of him or her by utilizing a third-party credit reporting agency and/or to obtain a criminal background check. Guarantor acknowledges receipt of the Merchant Agreement, which is incorporated herein by reference as if fully set forth herein and has reviewed the Continuing Unlimited Guaranty provisions therein.

Authorized Signature of Guarantor: (Do Not Include Title)		Guarantor Name:		Date of Signature:
Home Address:			City, State, Zip:	
Date of Birth:	Social Security Number:	Phone #:		

SECTION 10 PATRIOT ACT AND BACKGROUND AUTHORIZATION

To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. The undersigned entity(ies) and individuals hereby unconditionally authorize NPC and Member Bank or its agents to (i) investigate the information and references contained herein, and to obtain additional information about the Merchant and such individual(s) by pulling credit bureau and criminal background checks on the Merchant and its principals, including obtaining reports from consumer reporting agencies on individuals signing below as an owner or general partner of Merchant, or providing their Social Security Number on the Application (if such individual asks NPC or Member Bank whether or not a consumer report was requested, NPC and/or Member Bank will tell such individual and, if NPC and/or Member Bank received a report, NPC and/or Member Bank will give the individual the name and address of the agency that furnished it) and (ii) update such information periodically throughout the terms of service of the Merchant Agreement. By providing your SSN and signing this Application, you, in your individual capacity, unconditionally authorize NPC and Member Bank to obtain your consumer credit report.

SECTION 11 MERCHANT ACKNOWLEDGEMENTS AND SIGNATURE

Merchant agrees to and accepts the terms and conditions set forth in this Application and the Terms and Conditions which are incorporated herein by reference (**GEN.0123**) as if fully set forth herein (collectively, the "Merchant Agreement") and acknowledges receipt of all parts of the Merchant Agreement. Merchant acknowledges that no handwritten changes have been made to the printed text of the Merchant Agreement and that the parties may produce and rely on a copy or electronically stored image of the Merchant Agreement for all legal purposes. Merchant represents, warrants and certifies to NPC and Member Bank that it has reviewed all pages of this Application, that all information provided herein is true, correct and complete and that NPC and Member Bank may rely on the information contained in this Application, without further investigation, for all purposes. Merchant acknowledges and agrees that NPC and Member Bank are in no way responsible or liable for the actions, inactions, performance or lack of performance of any third party provider or independent sales representative. Merchant represents that it has chosen for itself any services, equipment or third party selected in connection with the Merchant Agreement, and it has not relied on any promises, representations, warranties, or covenants of the independent sales representative, NPC or others. Merchant acknowledges and agrees that the Merchant Agreement shall not be altered by any prior, contemporaneous or subsequent oral representations made by any party. Merchant further authorizes the release of Merchant information in accordance with the provisions of Section 10 of the Terms and Conditions. If Merchant does not want to participate in the American Express Program, the applicable Opt Out Box has been marked.

IN WITNESS WHEREOF Merchant has caused this Agreement to be executed by its duly authorized representative effective in accordance with the terms of the Terms and Conditions. The Agreement shall be binding upon Merchant upon the earlier of Merchant's execution below or Merchant's first processed electronic transaction.

MERCHANT		
Signature (Signature may be evidenced by facsimile)	Name (please print)	Date
X		

Merchant's Business Name (Legal): _____

SECTION 12 EQUIPMENT SETUP		PROVIDER CODE: NPC = NPC to ship equipment SOF = Sales office to ship equipment MER = Merchant Owned						
TERMINAL	QTY	PROVIDER CODE	PRINTER	PROVIDER CODE	PIN PAD		PROVIDER CODE	
					☐ NEW ☐ EXCHANGE			
					☐ NEW ☐ EXCHANGE			
					☐ NEW ☐ EXCHANGE			
Other:		Provider Code:		Other:		Provider Code:		
EQUIPMENT SOFTWARE INFORMATION		SOFTWARE NAME		PUBLISHER		VERSION		
EQUIPMENT OPTIONS THE DEFAULT SELECTION WILL BE APPLIED FOR ANY OPTION NOT SELECTED BELOW								
☐ RETAIL / MOTO AVS ☐ YES ☐ NO Auto-Close++ ☐ YES ☐ NO Last 4-Digits ☐ YES ☐ NO TIME _____ CVV 2 ☐ YES ☐ NO Store N Forward ☐ YES ☐ NO Purchase Card/Level 2 ☐ YES ☐ NO Pre-dial ☐ YES ☐ NO Invoice # Prompt ☐ YES ☐ NO Cash Back ☐ YES ☐ NO PBX Code ☐ 8 ☐ 9 Debit Cash Bank Max Amount _____ Multi Merchant ☐ YES ☐ NO First Merchant MID _____ ++ Auto-Close Time for Alternate Funding needs to be no later than 7:30 p.m. CST				☐ RESTAURANT Tips ☐ YES ☐ NO Servers ☐ YES ☐ NO Tables ☐ YES ☐ NO Bar Tab ☐ YES ☐ NO Suggested Tip ☐ YES ☐ NO ☐ FAST PAY (FPS) ☐ Both receipts signature line ☐ Both receipts NO signature line ☐ NO receipts under \$25.00		☐ CASH ADVANCE ☐ LODGING FUEL ☐ YES ☐ NO PASSWORD All ☐ YES ☐ NO Void ☐ YES ☐ NO Return ☐ YES ☐ NO Settlement ☐ YES ☐ NO Other _____		
Custom Header / Footer:				Wireless ID:				
				Comments:				
EQUIPMENT SHIPPING INSTRUCTIONS Required <u>ONLY</u> if ordered through NPC - Default shipping options (indicated by *) will be applied for any option not selected below								
Ship To: ☐ Merchant Location * ☐ NPC ☐ Other				☐ 1-3 Day ☐ Over Night Priority * ☐ Ground ☐ Saturday				
Attn:				Payment For Equipment Will Be: ☐ Lease ☐ Check ☐ Cash ☐ Visa ☐ MC ☐ Discover ☐ Amex ☐ 30 Day (Bill Group)				
Address:				☐ Special Instructions:				
City:		State:	Zip:					Phone #:
NPC TO REPROGRAM/TRAIN MERCHANT? ☐ YES ☐ NO								
NPC TO SHIP WELCOME KIT? ☐ YES ☐ NO								
WELCOME KIT SHIPPING INSTRUCTIONS Required if welcome kit is shipping to separate address from above								
Ship To: ☐ Merchant Location * ☐ Sales Group ☐ Other				Attn:		Phone #:		
Address:				City:		State:	Zip:	
SECTION 13 SITE INSPECTION INFORMATION								
I represent and warrant that the information set forth in the application is true and accurate to the best of my knowledge. In addition, I hereby certify that (check which applies):								
☐ I have physically inspected the business premises of the merchant at this address, personally confirmed the identity of the person listed in the Control Owner/Officer Information Section, and witnessed their signing of the Agreement.				Business/Inventory/Shipments: Does business appear as represented? ☐ YES ☐ NO Is business open and operating? ☐ YES ☐ NO Is inventory sufficient for business type? ☐ YES ☐ NO Are goods and services delivered at the time of sale? ☐ YES ☐ NO Goods and services charged to credit card on ☐ Order ☐ Shipment Are good and services delivered ☐ Digitally ☐ Physically ☐ Both If goods are shipped, is a Fulfillment House used? ☐ YES ☐ NO				
☐ An NPC approved third party site inspection vendor will supply inspection within 15 days of my signature below or I have informed NPC that a site inspection is needed.								
☐ I have not physically inspected the business premises of the Merchant; but have verified the validity of the business using outside sources and confirmed the identity of the person listed under the Control Owner/Officer Information Section.								
If Fulfillment House is used, please complete the following:								
Fulfillment House Name and Address:						Fulfillment House Contact Information:		
Is Fulfillment House PCI DSS Compliant? ☐ YES ☐ NO				% of shipments by this vendor				
Location Type: ☐ Retail Store Front ☐ Office Building ☐ Residence ☐ Industrial Building ☐ Trade Show								
Sales Organization:				Sales Rep Signature:		Application Date:		