# **MERCHANT PROCESSING AGREEMENT**

**Merchant Application and Fee Schedule** 

8500 Governors Hill Drive Symmes Twp, OH 45249-1384 Phone: 888-208-7231 Fax: 877-822-1248 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 http://info.vantiv.com/NPCCMA. 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.

Sales Represe	ntative	ID Numb	er (9 d	ligit o	<u>r 16 d</u>	ligit	code)						
T 1 1	3	7 R	0	1	8					Bank # or Mercha	nt Association #:		
SECTION 1 N	ERCH/	ANT BUS	INESS	INFO	RMA	TION	l						
Business Lega HOMER SKE					ness	Tax	Return Name)		Contact Name: RODNEY MCGI	JIRE			
Business Nan HOMER SKE	ne (DB	A):		□ Che		ere it	Corporate Hea	dquarters	E-mail address:		Website:	OMERS	KELTONHYUNDAI.COM
Business Loca			11 1111/	IIVCL							nt from location add		RELIGITITIONDALCOM
8145 NEW C									8145 NEW CR				
City, State, Zi		40 0005							City, State, Zip:	N.I. MO. 00054			
OLIVE BRAN	NCH, I	VIS, 3865	4			16	ax #:		OLIVE BRANC	H, IVIS, 38054		Fax #:	
(662) 890-01	00					ľ	αх π.		(662) 890	0-0100		ı αx π.	
Federal Tax II	D #: 51	-060330	7										
							NFORMATION						
owners of cert	ain leg	al entity	custon	ners.	Legal	l ent	ities can be abı	used to dis	sguise involveme	ent in terrorist financ	cing, money launde	ring, tax	on about the beneficial cevasion, corruption,
investigate an					ig tile	e uis	sciosule of key i	Hulviuuais	WIIO OWII OI COII	iroi a legal erillity (i.	e., the beneficial o	wileis)	helps law enforcement
Type of Lega		: 🗆	Asso	ciatio					al Institution	□ Partners		□ SE	EC Registered Entity
							al/State/Local)		· CUT · · · · · · · · · · · ·		Corporation		
Control Owne	r/Office		Indivi		Sole I	Prop	rietor	□ Non-Pr Title:	otit/ i ax-Exempt	DOB:	-Traded Corporation ISSN #:	1	Ownership
Michelle Chap		зі/Етіпсір	ai ivaii	iie.				Presiden	t	6/23/1969	413-35-5269		Percentage 100
Home Addres								1	City, State, ZIP		1		one #:
4535 Spring N								1	Olive Branch, M			(662	2) 890-0100
Beneficial Ow Michelle Chap		ficer/Prind	cipal N	lame:				Title: Presiden	t	DOB: 6/23/1969	SSN #: 413-35-5269		Ownership Percentage 100
Home Addres									City, State, ZIP	:			one #:
4535 Spring N			<del></del>					I	Olive Branch, M		10011 #	(662	2) 890-0100
Beneficial Ow	ner/Off	icer/Princ	cipal N	lame:				Title:		DOB:	SSN #:		Ownership Percentage
Home Addres	s:							1	City, State, ZIP	:		Pho	one #:
Beneficial Ow	ner/Off	ficer/Prind	cipal N	lame:				Title:		DOB:	SSN #:		Ownership Percentage
Home Addres	s:							1	City, State, ZIP	<del>_</del>		Pho	one #:
									,				
Beneficial Ow	ner/Off	ficer/Prind	cipal N	lame:				Title:		DOB:	SSN #:		Ownership Percentage
Home Addres	s:							1	City, State, ZIP	:	I	Pho	one #:
SECTION 3 I	MPORT	TANT DIS	CLOS	LIRES	Merc	han	t acknowledges	receint of	NPC's document	tation which inclu	des Merchant Proce	ssina A	greement Ver.GEN.1120
											eptance of Visa pro		greement verioeit.1120
directly to a M for educating	lerchar Mercha or and r	nt. (2) A \ ants on p must pro\	Visa M ertiner	lembe nt Vis	er mus a Ope	st be erati	e à principal (sig ng Regulations	ner) to the	e Merchant Agree h Merchants mus	ement. (3) The Vis	a Member is respor	e that	MEMBER BANK: Fifth Third Bank, N.A. c/o Worldpay LLC 8500 Governors Hill Drive
Maintain fraud Operating Re- ensure the Me authority shou	d and c gulation erchant ald the	hargebachs. The return the contract the cont	ck belo espon: ands s t have	ow thr sibiliti some any	esholes list impor proble	lds. ted a tant ems	(3) Review and above do not su obligations of e	understar persede tl	nd the terms of the line terms of the li	ne Merchant Agree	<u></u>	vith ∣to	Symmes Township, OH 45249 (888) 208-7231
Signature (Signature)	gnature	may be	evider	nced I	oy fac	sim	ile)		<u> </u>		Name (please pr	int)	Date

Merchant's Business Name (Legal): HOMER SKELTON HYUNDAI LLC SECTION 4 BUSINESS PROFILE AND ASSUMPTIONS Ownership or Legal Entity Close NPC Existing MID#: Close Date Existing MID: Open Date: 1/1/2006 Change % Card % Imprint % Card Annual Volume \$3,000,000.00 98 2 % B2B 0 100 (Visa/MC/DS/AX): Present Swipe (Manually Keyed) % of % Card Not Average Ticket \$250.00 0 % MOTO 0 % Internet 0 International 0 (Visa/MC/DS/AX): Present Cards Highest Ticket \$15,000.00 100% Total (Visa/MC/DS/AX): □ Add'l. Location 1st Location MID: □ Never Accepted Cards ☑ Processor Change - How many processing statements are you including? 3 Type of Goods/ Car and Truck Dealers (New and Used) Sales, Service, Repairs, Parts, and Leasing Service Sold: REFUND POLICY No Refund in 30 \_ Merchandise MCC: 5511 □ Other exchange only (Check One): Refund days or less 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 Do you store cardholder data? Paper -☐ YES ☑ POS Terminal 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?  $\sqcap$  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 (the "PCI Program") to assist merchants in securing card data and complying with PCI DSS. You are 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. 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: 8 2 0 2 7 8 DDA Account Type: ☑ Checking 0 1 Account #1: 6 0 9 5 7 8 0 6 Routing #2: DDA Account Type: ☐ Checking □ Savings

NPC.1120.CMA.MAG.T1137 (STD)

Account #2:

□ Discount □ Fees □ Credits □ Chargebacks Worldpay ISO, Inc. ("NPC") is a registered ISO of Fifth Third Bank, N.A., 38 Fountain Square Plaza, Cincinnati, OH 45263

If a second account, this account is used for:

Merchant's Business Name (Legal): HOMER SKELTON HYUNDAI LLC **RATES AND FEE SCHEDULE** SECTION 7 CREDIT AND DEBIT TRANSACTION PRICING **BILLING FREQUENCY:** □ Daily ☑ Monthly ☑ Retail □ Restaurant □ Mail/Telephone Order **BUSINESS TYPE** □ Internet □ Retail Key Entered □ DialPay Capture □ MOTO/CardSwipe □ Large Ticket **SUB BUSINESS TYPE** Visa/Mastercard/Discover/American Express OptBlue Program Discount Rate Transaction Fee AMERICAN EXPRESS OPTBLUE PROGRAM 5 Flat Rate Pricing Is annual volume less than \$1,000,000.00? 

✓ YES □ NO % \$ If No, then you are not eligible for the American Express OptBlue Program. ☐ Flat Rate <sup>1</sup> (If No and your volume decreases to less than \$1,000,000, you may be **Tiered Pricing** converted to the American Express OptBlue Program unless you have elected to Qualified % \$ opt out.) ☐ Tiered Pricing <sup>2</sup> Mid-Qualified % \$ Existing American Express Number □ YES ☑ NO % \$ Non-Qualified  $\hfill\Box$  By checking this box, Merchant elects to opt out of the American Express Program High Risk Transactions will be assessed the Non-Qualified Transaction By checking this box, Merchant elects to opt out of receiving American Fee and Discount Rate plus an additional High Risk Discount Rate of up Express Marketing Materials. to 0.75%. See Terms and Conditions Section 6.K. Interchange Plus Pricing Transaction Risk Fee ☐ YES ☐ NO Interchange Plus Pricing includes a Transaction Risk Fee from % up to 0.85% in 0.15 % \$ 0.05 ☑ Interchange+ Pricing <sup>3</sup> addition to your Discount Rate and applies to Transactions that carry a higher degree of risk as described in the Terms and Conditions Section 6.K. PIN Debit Pricing Monthly Hosting Fee Discount Rate Transaction Fee ☑ Pin Debit Pricing <sup>4</sup> \$ 0.00 0.30 % \$ 0.10 Miscellaneous Product Fees Monthly Hosting Fee Quantity Setup Fee Transaction Fee ☐ Wireless Service Quantity Setup Fee Monthly Hosting Fee Transaction Fee Batch Fee □ Internet Services \$ \$ \$ OCCURRENCE FEES SECTION 8 Network & Processor Access Fee □ Signature Merchant Location Fee 3 \$2.50 /month/MID □ 0.15%/Visa, MasterCard, American Express, Discover Transaction <sup>6</sup> ☑ Pass-through 7

Charged in the Month of

August

0.05% of gross sales per month

0.15% of gross sales per month

0.27% of gross sales per month

Batch Fee

□Address Verification

□Semi Annual Fee

Retrieval Request

Voice Authorization Fee

□PCI Program Fee - Annual 11 \$90.00 /annual

Chargeback Fee

□Welcome Kit

NPC.1120	CMA N	MAG:	T1137	(STD)

□Group Annual \*

Fee \*9

EMV Non-Enabled Fee \*8

□Regulatory & Compliance

☑Card Brand Usage Fee

☑Card Brand Usage Fee

ACH DBA Change Fee

☐ Early Deconversion Fee

(NABU) - MasterCard

(NABU) - Visa

On File Fee

□Minimum Bill

□Application Fee

(If no box checked in this section, we will assess the default rate of 0.15% Visa,

Charged

Month of

March

/each

/each

/once

\$10.00 /month

\$25.00 /each

\$375.00 /once

\$30.00 /month

Annually in the

\$99.00

MasterCard, American Express, Discover Transaction)

Low Risk

High Risk

\$90.00

\$0.06

\$0.06

\$0.00

Moderate Risk

\$15.00 /each

\$25.00 /each

\$0.00 /once

\$1.95 /each

■Monthly Discount Adjustment \*

Charged in the

Months of

\$45.00 August and 6

months

thereafter

\$0.00 /each

\$0.00 /per batch

If the box for Signature Merchant Location Fee is not checked, Merchant will

continue to be responsible for the Mastercard Location Fee at the then current

☑Paper Statement ¹

Global FFE Auth \*12

TSYS FFE Auth \*12

□Advantage Buyer Program

Monthly 11

Fee \*9

0.02% /per-item rate

□Dial Transaction Surcharge \*\$0.08 /each

\$8.00 /month

\$0.00 /month

\$25.00 /month

\$0.03 /each

\$0.03 /each

#### FOOTER REFERENCES

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

- 1099 K Reporting is provided at No Charge.
- <sup>1</sup> Fees designated with an asterisk (\*) in the Occurrence Fees Section are included in the Flat Rate Discount Rate. Fees without an asterisks, miscellaneous product Fees, and Initial Equipment Orders sections are not included in flat rate pricing and will be charged separately.
- <sup>2</sup> Network Interchange Fees are included.
- 3 Network Fees and Communication Fees are assessed separately. Transaction fee will be billed per each authorization attempt.
- <sup>4</sup> Network Fees and Communication Fees are assessed separately.
- <sup>5</sup> If you have elected for the Marketing Opt-out, you may continue to receive updates while American Express updates its records. You will continue to receive important transaction or relationship messages from American Express. If you have not elected for the Marketing Opt-out, your mailing address, phone number, email address, fax number, and or cell (or mobile) phone number may be used by American Express to send commercial marketing messages, which may include information about American Express products, services, and resources.
- <sup>6</sup> This fee will be assessed on all Visa, MasterCard, Discover, and American Express volume and is subject to a \$10.00 monthly minimum. We may, in our sole discretion elect to waive this fee and instead assess to you the following fee as pass-through fees (which may be as an allocation): (i) the Fixed Acquirer Network Fee ("FANF"); (ii) the MasterCard Acquirer Fee; (iii) the Discover Access Fee (which may be labeled as the Discover Data Usage Fee; and (iv) American Express Access Fee.
- If this box is checked, the Discover Data Usage Fee, American Express Access Fee and Network Acquirer Fee (which includes the MasterCard Acquirer Fee and FANF) will be assessed to you as pass-through.
- <sup>8</sup> Fee is assessed if you do not have EMV enabled equipment and/or software and is determined based on the chargeback liability risk of your MCC as determined by us. Transactions evaluated monthly and assessed when applicable. Based on the gross sales amount of each card present Transaction.
- <sup>9</sup> See Section 13 of the Terms and Conditions for additional information.
- 10 The 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 7B of the Terms and Conditions. If limited by state law, these fees may be modified in accordance with Section 7B of the Terms and Conditions.
- 11 See Section 15 of the Terms and Conditions for additional information. In addition, Merchant may be charged a PCI Non-Compliance fee of \$19.95 per month per MID if not in compliance with PCI Rules and Regulations. Please refer to Section 6.G of the Terms and Conditions.
- <sup>12</sup> Applicable to Non-Worldpay front ends.

### 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:
		Michelle Chapman		
Home Address			City, State, ZIP:	
4535 Spring Meadow Way S			Olive Branch,MS 38654	
Date of Birth:	Social Security Number:	Phone #:		
6/23/1969	413-35-5269	(662) 890-0100		

#### 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.1120) 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
Y		

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

Sales

Is Fulfillment House PCI DSS Compliant? □YES □NO

Location Type: ☑Retail Store Front ☐Office Building

□Trade Show

Application

Page 5 of 5

% of shipments by this vendor

□Industrial Building

□Residence

Sales Rep