

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 https://empower2.fisglobal.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 Representative ID Number (9 digit or 16 digit code)

T 1 1 3 7 R 0 1 8

Bank # or Merchant Association #:

SECTION 1 MERCHANT BUSINESS INFORMATION

Business Legal Name: (Must Match Business Tax Return Name) BROWN DERBY
Contact Name: DENITA WHITTINGTON
Business Name (DBA): BROWN DERBY
E-mail address: DKEENER1507@YAHOO.COM
Website:
Business Location Address: 3630 6TH AVE S
Business Billing Address: (if different from location address) 3630 6TH AVE S
City, State, Zip: BIRMINGHAM, AL, 35222
City, State, Zip: BIRMINGHAM, AL, 35222
Phone #: (205) 595-0067 Fax #:
Phone #: (205) 353-5316 Fax #:
Federal Tax ID #: 63-1040955

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: Denita Whittington Title: Owner DOB: 12/13/1987 SSN #: 232-31-9010 Ownership Percentage: 40
Home Address: 9385 Co Hwy 24 City, State, ZIP: Oneonta, AL 35121 Phone #: (205) 353-5316
Beneficial Owner/Officer/Principal Name: Anthony Whittington Title: Owner DOB: 7/7/1980 SSN #: 421-25-1690 Ownership Percentage: 40
Home Address: 9385 Co Hwy 24 City, State, ZIP: Oneonta, AL 35121 Phone #:
Beneficial Owner/Officer/Principal Name: Title: DOB: SSN: Ownership Percentage:
Home Address: City, State, ZIP: Phone #:
Beneficial Owner/Officer/Principal Name: Title: DOB: SSN: Ownership Percentage:
Home Address: City, State, ZIP: Phone #:
Beneficial Owner/Officer/Principal Name: Title: DOB: SSN: Ownership Percentage:
Home Address: City, State, ZIP: Phone #:
Beneficial Owner/Officer/Principal Name: Title: DOB: SSN: Ownership Percentage:
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.
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] Name (please print) DENITA WHITTINGTON Date: 10/28/2024

Merchant's Business Name (Legal):BROWN DERBY

SECTION 4 BUSINESS PROFILE AND ASSUMPTIONS											
☐ Ownership or Legal Entity Change		Close NPC Existing MID#:				Close Date Existing MID:			Open Date: 1/1/1990		
Annual Volume (Visa/MC/DS/AX): \$960,000.00		% Card Present 99		% Card Swipe 99		% Imprint (Manually Keyed) 0		% B2B 0			
Average Ticket (Visa/MC/DS/AX): \$20.00		% Card Not Present 1		% MOTO 1		% Internet 0		% of International Cards 0			
Highest Ticket (Visa/MC/DS/AX): \$1,000.00		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: Drinking Places (Alcoholic Beverages)_Bars, Taverns, Nightclubs, Cocktail Lounges, and Discotheques											
MCC: 5813				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:		0 6 2 0 0 0 0 1 9								DDA Account Type: ☒ Checking ☐ Savings	
Account #1:		0 2 7 2 9 4 5 0 2 8									
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):BROWN DERBY

SECTION 7 FEE SCHEDULE															
APPLICATION TYPE:		☐ Tiered [^] ☐ Interchange [#]		☒ Flat Rate [*] ☐ Cash Advance		DISCOUNT:		☒ Daily ☐ Monthly		CARD OPTIONS:		☐ All Cards ☐ Other Cards ☐ 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		3.50 %		\$ 0.00		Base		3.50 %		\$ 0.00					
Mid-Qualified ¹ (Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants)		+ 0.00 %		+ \$ 0.00		Mid-Qualified ¹		+ 0.00 %		+ \$ 0.00					
Non-Qualified ²		+ 0.00 %		+ \$ 0.00		Non-Qualified ²		+ 0.00 %		+ \$ 0.00					
Base Debit NON PIN-Based ³ (Same as V/MC/D Discount Rate if left blank) Regulated Only ⁶ ☐				%											
☐ Debit PIN-Based ⁴		Monthly Hosting Fee \$													
Qualified Rewards ⁵		3.50 %		Same as Visa/MC/Discover Transaction Fee											
Transaction fees are charged for all transaction authorization attempts. ¹ Added to Base discount rate and transaction fee. ² Added to applicable Mid-Qualified discount rate and transaction fee. ³ Transaction fee is in addition to the applicable Base, Mid-Qualified, or Non-Qualified transaction fee, regardless of transaction qualification. ⁴ Debit 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. ⁵ Same 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).						☐ Wireless Service ³									
						Quantity		Setup Fee \$		Monthly Hosting Fee \$		Transaction Fee + \$			
						☐ Micros ³									
						Quantity		Setup Fee \$		Monthly Hosting Fee \$		Transaction Fee + \$ 0.00			
						☐ Internet Services ³									
						Quantity		Setup Fee \$		Monthly Hosting Fee \$		Transaction Fee + \$		Batch Fee \$	

[^]**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 If Yes, Existing American Express Account Number:
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 may be converted to the American Express OptBlue Program unless you have opted 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									
☐ Group Annual	Charged in the \$0.00 Month of November	ACH DBA Change Fee		\$25.00 /each		Global FFE Auth		\$0.03 /each	
		Retrieval Request		\$15.00 /each		☐ Advantage Buyer Program		\$0.00 /month	
☐ Regulatory & Compliance Fee ⁵	Charged Annually \$0.00 in the Month of March	Minimum Bill		\$0.00 /month		TSYS FFE Auth		\$0.03 /each	
		Semi Annual Fee		Charged in the \$0.00 Month of November and 6 months thereafter		☒ Paper Statement		\$49.90 /month	
☐ Card Brand Usage Fee (NABU) - MasterCard ³	\$0.06 /each	Early Deconversion Fee ¹		\$0.00 /once		Monthly Terminal Fee ²		\$2.99 /month	
☐ Card Brand Usage Fee (NABU) - Visa ³	\$0.06 /each	Chargeback Fee		\$25.00 /each		PCI PROGRAM			
☐ Application Fee	\$0.00 /once	Address Verification		\$0.00 /each		☐ SaferPayments Basic ⁴		\$0.00 /month	
On File Fee	\$9.95 /month	Regulatory and Compliance Fee ⁵		\$0.00 /annual		☐ SaferPayments Managed ⁴		\$0.00 /month	
Batch Fee	\$0.00 /per batch								
Voice Authorization Fee	\$0.95 /each								

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 7B of the Terms and Conditions.

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

³The 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.

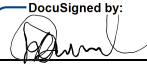
⁴See Section 15 of the Terms and Conditions for additional information. In addition, Merchant may be charged a PCI Non-Compliance fee of \$74.95 per month per MID if not in compliance with PCI Rules and Regulations. Please refer to Section 6.G of the Terms and Conditions.

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

Merchant's Business Name (Legal):BROWN DERBY

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
		DENITA WHITTINGTON	10/28/2024

Merchant's Business Name (Legal):BROWN DERBY

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			
POS Software or Gateway		3	MER				☐ NEW ☐ EXCHANGE						
							☐ NEW ☐ EXCHANGE						
							☐ NEW ☐ EXCHANGE						
Other:		Provider Code:		Other:		Provider Code:		Other:		Provider Code:			
EQUIPMENT SOFTWARE INFORMATION		SOFTWARE NAME VALOR PAYTECH			PUBLISHER VALOR PAYTECH			VERSION ALL					
EQUIPMENT OPTIONS THE DEFAULT SELECTION WILL BE APPLIED FOR ANY OPTION NOT SELECTED BELOW													
☐ RETAIL/MOTO AVS ☐ YES ☐ NO Last 4-Digits ☐ YES ☐ NO CVV 2 ☐ YES ☐ NO Purchase Card/Level 2 ☐ YES ☐ NO Invoice # Prompt ☐ YES ☐ NO PBX Code ☐ 8 ☐ 9 Multi-Merchant ☐ YES ☐ NO First Merchant MID _____ Auto-Close++ ☐ YES ☐ NO TIME _____ Store N Forward ☐ YES ☐ NO Pre-Dial ☐ YES ☐ NO Cash Back ☐ YES ☒ NO Debit Cash Back Max Amount 0 ++ 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 ONLY if ordered through NPC - Default shipping options (indicated by *) will be applied for any option not selected below													
Ship To: ☒ Do Not Ship ☐ Merchant Location * ☐ ISO Location ☐ Other							☐ 1-3 Day ☐ Over Night Priority * ☐ Ground ☐ Saturday						
Attn:							Payment For Equipment Will Be:						
Address:							☐ Lease ☐ Check ☐ Cash ☐ Visa ☐ MC						
							☐ Discover ☐ Amex ☐ 30 day (Bill Group)						
City:		State:	Zip:	Phone #:		☐ Special Instructions:							
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 * ☐ ISO Location ☐ 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. ☐ 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.					Business / Inventory / Shipments:								
					Does business appear as represented? ☒ YES ☐ NO								
					Is business open and operating? ☒ YES ☐ NO								
If Fulfillment House is used, please complete the following:					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								
Fulfillment House Name and Address:					Are good and services delivered ☐ Digitally ☒ Physically ☐ Both								
					If goods are shipped, is a Fulfillment House used? ☐ YES ☒ NO								
Is Fulfillment House PCI DSS Compliant? ☐ YES ☒ NO					% of shipments by this vendor					Fulfillment House Contact Information:			
Location Type: ☒ Retail Store Front ☐ Office Building ☐ Residence ☐ Industrial Building ☐ Trade Show													
Sales Organization: IMPACT PAYSYSTEM LLC				Sales Rep Signature: 				Application Date: 10/28/2024					

Certificate Of Completion

Envelope Id: 551D807AEA8A4E7B852A3FE649AA8464

Status: Completed

Subject: Complete with DocuSign: Brown Derby_Merchant Application_us.pdf

Source Envelope:

Document Pages: 5

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Morgan Withee

AutoNav: Enabled

1164 Vickery Lane

Envelope Stamping: Enabled

Suite 200

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Cordova, TN 38016

registration@impactpays.net

IP Address: 173.166.215.126

Record Tracking

Status: Original

Holder: Morgan Withee

Location: DocuSign

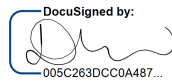
10/28/2024 1:53:27 PM

registration@impactpays.net

Signer Events

DENITA WHITTINGTON

dkeener1507@yahoo.com

Security Level: Email, Account Authentication
(None)**Signature**DocuSigned by:

005C263DCC0A487...

Signature Adoption: Drawn on Device

Using IP Address: 97.67.80.17

Signed using mobile

Timestamp

Sent: 10/28/2024 1:56:39 PM

Viewed: 10/28/2024 1:58:53 PM

Signed: 10/28/2024 2:00:23 PM

Electronic Record and Signature Disclosure:

Accepted: 10/28/2024 1:58:53 PM

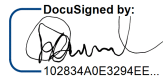
ID: a92c446f-925b-4244-8157-4cd452fb331b

Dee Karawdra

registration@impactpays.net

CEO

Impact PaySystem

Security Level: Email, Account Authentication
(None)DocuSigned by:

102834A0E3294EE...

Signature Adoption: Drawn on Device

Using IP Address: 173.166.215.126

Sent: 10/28/2024 2:00:24 PM

Viewed: 10/28/2024 2:14:04 PM

Signed: 10/28/2024 2:14:28 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

10/28/2024 1:56:39 PM

Certified Delivered

Security Checked

10/28/2024 2:14:04 PM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	10/28/2024 2:14:28 PM
Completed	Security Checked	10/28/2024 2:14:28 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Impact PaySystem (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Impact PaySystem:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: morgan@impactpays.com

To advise Impact PaySystem of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at morgan@impactpays.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Impact PaySystem

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to morgan@impactpays.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Impact PaySystem

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to morgan@impactpays.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Impact PaySystem as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Impact PaySystem during the course of your relationship with Impact PaySystem.