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 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) DRS SMITH & TUTOR		Contact Name: ROBERT SMITH	
Business Name (DBA): DRS SMITH & TUTOR	☐ Check here if Corporate Headquarters	E-mail address: JLO@MEMPHISORALSURGERY.COM	Website:
Business Location Address: 766 S WHITESTATION, SUITE 1		Business Billing Address: (if different from location address) 766 S WHITESTATION, SUITE 1	
City, State, Zip: MEMPHIS, TN, 38117		City, State, Zip: MEMPHIS, TN, 38117	
Phone #: (901) 685-8090	Fax #: (901) 684-1662	Phone #: (901) 685-8090	Fax #: (901) 684-1662
Federal Tax ID #: 62-1388934			

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

Control Owner/Officer/Principal Name: Robert K Smith	Title: Owner	DOB: 6/28/1957	SSN #: 409-04-4394	Ownership Percentage 51
Home Address: 1566 N Pisgah Rd	City, State, ZIP: Cordova, TN 38016			Phone #: (901) 351-5297
Beneficial Owner/Officer/Principal Name: Robert K Smith	Title: Owner	DOB: 6/28/1957	SSN #: 409-04-4394	Ownership Percentage 51
Home Address: 1566 N. Pisgah Rd	City, State, ZIP: Cordova, TN 38016			Phone #: (901) 351-5297
Beneficial Owner/Officer/Principal Name: Vance W Tutor	Title: Owner	DOB: 8/15/1984	SSN #: 429-67-7317	Ownership Percentage 49
Home Address: 1334 Harbor Park Dr	City, State, ZIP: Memphis, TN 38103			Phone #: (870) 318-5543
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.1120

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.

MEMBER BANK:
Fifth Third Bank, N.A.
c/o Worldpay LLC
8500 Governors Hill Drive
Symmes Township, OH
45249
(888) 208-7231

DocuSigned by:

Signature (Signature may be evidenced by facsimile)	Name (please print)	Date
x Robert Smith 9F617AE6B7304E5...	Robert Smith	11/15/2021

Merchant's Business Name (Legal): DRS SMITH & TUTOR

SECTION 4 BUSINESS PROFILE AND ASSUMPTIONS

☐ Ownership or Legal Entity Change		Close NPC Existing MID#:			Close Date Existing MID:			Open Date: 1/1/1979	
Annual Volume (Visa/MC/DS/AX):	$280,000.00	% Card Present	99	% Card Swipe	99	% Imprint (Manually Keyed)	0	% B2B	0
Average Ticket (Visa/MC/DS/AX):	$600.00	% Card Not Present	1	% MOTO	1	% Internet	0	% of International Cards	0
Highest Ticket (Visa/MC/DS/AX):	$3,000.00	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: Dentists and Orthodontists

MCC: 8021 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 (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:	0	8	4	2	0	1	2	9	4	DDA Account Type: ☑ Checking ☐ Savings	
Account #1:	5	3	4	0	0	0	1	1	5	5	

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): DRS SMITH & TUTOR

RATES AND FEE SCHEDULE

SECTION 7 — **CREDIT AND DEBIT TRANSACTION PRICING**

BILLING FREQUENCY: ☐ **Daily** ☑ **Monthly**

BUSINESS TYPE ☑ Retail ☐ Restaurant ☐ Mail/Telephone Order ☐ Internet

SUB BUSINESS TYPE ☐ Retail Key Entered ☐ DialPay Capture ☐ MOTO/CardSwipe ☐ Large Ticket

Visa/Mastercard/Discover/American Express OptBlue Program

	Discount Rate	Transaction Fee
Flat Rate Pricing		
☐ **Flat Rate** [1]	%	$
Tiered Pricing		
☐ **Tiered Pricing** [2] **Qualified**	%	$
Mid-Qualified	%	$
Non-Qualified	%	$

High Risk Transactions will be assessed the Non-Qualified Transaction Fee and Discount Rate plus an additional High Risk Discount Rate of up to 0.75%. See Terms and Conditions Section 6.K.

AMERICAN EXPRESS OPTBLUE PROGRAM [5]

Is annual volume less than $1,000,000.00? ☑ YES ☐ NO

If No, then you are not eligible for the American Express OptBlue Program.

(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 elected to opt out.)

Existing American Express Number ☐ YES ☑ NO

☐ By checking this box, Merchant elects to opt out of the American Express Program

☑ By checking this box, Merchant elects to opt out of receiving American Express Marketing Materials.

Interchange Plus Pricing

☑ **Interchange+ Pricing** [3]	0.45 %	$ 0.15	**Transaction Risk Fee** ☐ YES ☑ NO Interchange Plus Pricing includes a Transaction Risk Fee from % up to 0.85% in 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** [4]	$	%	$

Miscellaneous Product Fees

	Quantity	Setup Fee	Monthly Hosting Fee	Transaction Fee	Batch Fee
☐ **Wireless Service**		$	$	$	
☐ **Internet Services**	Quantity	Setup Fee $	Monthly Hosting Fee $	Transaction Fee $	Batch Fee $

SECTION 8 — OCCURRENCE FEES

Network & Processor Access Fee *

☐ 0.15%/Visa, MasterCard, American Express, Discover Transaction [6]

☑ Pass-through [7]

(If no box checked in this section, we will assess the default rate of 0.15% Visa, MasterCard, American Express, Discover Transaction)

☐Group Annual * $99.00 Charged in the Month of **November**

EMV Non-Enabled Fee *[8]
- Low Risk 0.05% of gross sales per month
- Moderate Risk 0.15% of gross sales per month
- High Risk 0.27% of gross sales per month

☐Signature Merchant Location Fee * $2.50 /month/MID

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 rate.

☐Monthly Discount Adjustment * 0.02% /per-item rate

☐Regulatory & Compliance Fee *[9]	$90.00	Charged Annually in the Month of **March**	☐Address Verification *	$0.00	/each
☑Card Brand Usage Fee (NABU) - MasterCard	$0.06	/each	Batch Fee *	$0.00	/per batch
☑Card Brand Usage Fee (NABU) - Visa	$0.06	/each	☐Semi Annual Fee	$45.00	Charged in the Months of **November** and 6 months thereafter
☐Application Fee *	$0.00	/once	Retrieval Request *	$15.00	/each
On File Fee *	$8.00	/month	Chargeback Fee	$25.00	/each
ACH DBA Change Fee *	$25.00	/each	☐Welcome Kit	$0.00	/once
☐Minimum Bill	$30.00	/month	Voice Authorization Fee *	$1.50	/each
☐Early Deconversion Fee [10]	$375.00	/once	☐PCI Program Fee - Annual [11]	$90.00	/annual

☑PCI Program Fee - Monthly [11]	$6.00	/month
☐Regulatory and Compliance Fee *[9]	$0.00	/annual
☑Paper Statement *	$0.00	/month
☐Advantage Buyer Program	$25.00	/month
☐Dial Transaction Surcharge *	$0.08	/each
Global FFE Auth *[12]	$0.03	/each
TSYS FFE Auth *[12]	$0.03	/each

Merchant's Business Name (Legal): DRS SMITH & TUTOR

FOOTER REFERENCES

Return ACH(s) are subject to a $25.00 fee for each occurrence. **1099 K Reporting is provided at No Charge.**

[1] 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.

[2] Network Interchange Fees are included.

[3] Network Fees and Communication Fees are assessed separately. Transaction fee will be billed per each authorization attempt.

[4] Network Fees and Communication Fees are assessed separately.

[5] 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.

[6] 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.

[7] 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.

[8] 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.

[9] 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.

[12] 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 Unlimited 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:
DocuSigned by: Robert Smith 6E817AE2D76842E...	Robert K Smith	11/15/2021
Home Address: 1566 N Pisgah Rd	City, State, ZIP: Cordova,TN 38016	
Date of Birth: 6/28/1957	Social Security Number: 409-04-4394	Phone #: (901) 351-5297

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
DocuSigned by: x Robert Smith 6E817AE2D76842E...	Robert Smith	11/15/2021

Merchant's Business Name (Legal): DRS SMITH & TUTOR

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
Verifone Ctls Vx520 Vtp Enc	1	MER			☐NEW ☐EXCHANGE	
					☐NEW ☐EXCHANGE	
					☐NEW ☐EXCHANGE	

Other:	Provider Code:	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
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 _____

++ 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:

Address:

Payment For Equipment Will Be:
☐ Lease ☐ Check ☐ Cash ☐ Visa ☐ MC
☐ Discover ☐ Amex ☐ 30 day (Bill Group)

City:	State:	Zip:	Phone #:

NPC TO REPROGRAM/TRAIN MERCHANT? ☐YES ☑NO

NPC TO SHIP WELCOME KIT? ☐YES ☑NO

☐ Special Instructions:

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.

If Fulfillment House is used, please complete the following:

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

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: IMPACT PAYSYSTEM LLC

Sales Rep Signature: DocuSigned by: Morgan Wilcox 102834A0E3294EE...

Application Date: 11/10/2021

DocuSign

Certificate Of Completion

Envelope Id: 125E2B53167944CDB57F7570F9D1CC42
Status: Completed
Subject: Please DocuSign: Impact PaySystem Application White Station location.pdf
Source Envelope:
Document Pages: 5
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Morgan Withee
1164 Vickery Lane
Suite 200
Cordova, TN 38016
registration@impactpays.net
IP Address: 173.166.215.126

Record Tracking

Status: Original
11/11/2021 7:45:45 AM
Holder: Morgan Withee
registration@impactpays.net
Location: DocuSign

Signer Events	Signature	Timestamp
Robert Smith jlo@memphisoralsurgery.com Security Level: Email, Account Authentication (None)	DocuSigned by: Robert Smith 6E817AE2D76842E... Signature Adoption: Pre-selected Style Using IP Address: 12.183.58.34	Sent: 11/11/2021 7:49:18 AM Viewed: 11/15/2021 7:12:01 AM Signed: 11/15/2021 7:12:21 AM

Electronic Record and Signature Disclosure:
Accepted: 11/15/2021 7:12:01 AM
ID: cc027512-c4e6-441c-a5b1-41141374b37e

Morgan Withee registration@impactpays.net CEO Impact PaySystem Security Level: Email, Account Authentication (None)	DocuSigned by: Morgan Withee 102834A0E3294EE... Signature Adoption: Pre-selected Style Using IP Address: 173.166.215.126	Sent: 11/15/2021 7:12:22 AM Viewed: 11/15/2021 7:50:01 AM Signed: 11/15/2021 7:50:10 AM

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	11/11/2021 7:49:18 AM
Certified Delivered	Security Checked	11/15/2021 7:50:01 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	11/15/2021 7:50:10 AM
Completed	Security Checked	11/15/2021 7:50:10 AM

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.