

# MERCHANT PROCESSING AGREEMENT

Merchant Application and Fee Schedule

Please carefully read this Agreement and keep your terms and conditions and other documents, forms, and applications to you, which you may make up to the Merchant Processing Agreement. The terms and conditions can be found at <http://www.merchants.com/CPA>. Please retain your original copy of this Agreement and keep a copy of the Merchant Agreement for your records. The Merchant Agreement is the only document that governs the relationship between you and the Merchant Processing Agreement. It is the only document that governs the relationship between you and the Merchant Processing Agreement. It is the only document that governs the relationship between you and the Merchant Processing Agreement.

| MERCHANT INFORMATION |         | MERCHANT INFORMATION |         |
|----------------------|---------|----------------------|---------|
| Field #              | Field # | Field #              | Field # |
| 1                    | 2       | 3                    | 4       |
| 5                    | 6       | 7                    | 8       |
| 9                    | 10      | 11                   | 12      |
| 13                   | 14      | 15                   | 16      |
| 17                   | 18      | 19                   | 20      |
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| 25                   | 26      | 27                   | 28      |
| 29                   | 30      | 31                   | 32      |
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| 49                   | 50      | 51                   | 52      |
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| 69                   | 70      | 71                   | 72      |
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| 77                   | 78      | 79                   | 80      |
| 81                   | 82      | 83                   | 84      |
| 85                   | 86      | 87                   | 88      |
| 89                   | 90      | 91                   | 92      |
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| 97                   | 98      | 99                   | 100     |

# 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 0 0

Bank # or Merchant Association #:

### SECTION 1 MERCHANT BUSINESS INFORMATION

|                                                                     |                          |                                                                                |                          |
|---------------------------------------------------------------------|--------------------------|--------------------------------------------------------------------------------|--------------------------|
| Business Legal Name: (Must Match Business Tax Return Name)<br>NEUVO |                          | Contact Name:<br>PERRY PIACENTIPERRY PIACENTI                                  |                          |
| Business Name (DBA):<br>NEUVO                                       |                          | E-mail address:<br>NEUVOSALON@COMCAST.NET                                      | Website:                 |
| Business Location Address:<br>5158 WHEELIS                          |                          | Business Billing Address: (if different from location address)<br>5158 WHEELIS |                          |
| City, State, Zip:<br>MEMPHIS, TN, 38117                             |                          | City, State, Zip:<br>MEMPHIS, TN, 38117                                        |                          |
| Phone #:<br>(901) 531-6000                                          | Fax #:<br>(901) 531-6003 | Phone #:<br>(901) 531-6000                                                     | Fax #:<br>(901) 531-6003 |

Federal Tax ID #: \*\*-\*\*\*\*\* 202229128

### 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<br>Government (Federal/State/Local)<br>Individual/Sole Proprietor | Financial Institution<br>LLC<br>Non-Profit/Tax-Exempt (501C) | Partnership<br>✓ Private Corporation<br>Publicly-Traded Corporation | SEC Registered Entity          |
| Control Owner/Officer/Principal Name:<br>Perry Piacenti    | Title:<br>Owner                                                                            | DOB:<br>4/12/1968                                            | SSN #:<br>082-52-2830                                               | Ownership<br>Percentage<br>100 |
| Home Address:<br>2340 Mont Alban Cove                      | City, State, ZIP:<br>Germantown, TN 38139                                                  |                                                              | Phone #:<br>(901) 484-4340                                          |                                |
| Beneficial Owner/Officer/Principal Name:<br>Perry Piacenti | Title:<br>Owner                                                                            | DOB:<br>4/12/1968                                            | SSN #:<br>082-52-2830                                               | Ownership<br>Percentage<br>100 |
| Home Address:<br>230 Mont Alban Cove                       | City, State, ZIP:<br>Memphis, TN 38139                                                     |                                                              | Phone #:<br>(901) 484-4340                                          |                                |
| Beneficial Owner/Officer/Principal Name:                   | Title:                                                                                     | DOB:                                                         | SSN #:<br>--                                                        | Ownership<br>Percentage        |
| Home Address:                                              | City, State, ZIP:                                                                          |                                                              | Phone #:                                                            |                                |
| Beneficial Owner/Officer/Principal Name:                   | Title:                                                                                     | DOB:                                                         | SSN #:<br>--                                                        | Ownership<br>Percentage        |
| Home Address:                                              | City, State, ZIP:                                                                          |                                                              | Phone #:                                                            |                                |
| Beneficial Owner/Officer/Principal Name:                   | Title:                                                                                     | DOB:                                                         | SSN #:<br>--                                                        | Ownership<br>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.0718

**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  
c/o Worldpay LLC  
8500 Governors Hill Drive  
Symmes Township, OH  
45249  
(866) 250-9764

Signature (Signature may be evidenced by facsimile)

X *Perry Piacenti*

Name (please print)

*Perry Piacenti*

Date

*10-11-18*

Merchant's Business Name (Legal): NEUVO

**SECTION 4 BUSINESS PROFILE AND ASSUMPTIONS**

|                                                            |                                                                                           |                           |                              |                            |
|------------------------------------------------------------|-------------------------------------------------------------------------------------------|---------------------------|------------------------------|----------------------------|
| Ownership or Legal Entity Change                           | Close NPC Existing MID#:                                                                  | Close Date Existing MID:  | Open Date: 5/5/2005          |                            |
| Annual Volume (Visa/MC/DS/AX): \$850,000.00                | % Card Present 100                                                                        | % Card Swipe 100          | % Imprint (Manually Keyed) 0 | % B2B 0                    |
| Average Ticket (Visa/MC/DS/AX): \$200.00                   | % Card Not Present 0                                                                      | % MOTO 0                  | % Internet 0                 | % of International Cards 0 |
| Highest Ticket (Visa/MC/DS/AX): \$500.00                   | 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: Beauty and Barber Shops       | REFUND POLICY (Check One): No Refund                                                      | Refund in 30 days or less | Merchandise exchange only    | Other                      |
| Seasonal Sales: Yes <input checked="" type="checkbox"/> 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                                                 | Are you compliant with the Payment Card Industry Data Security Standards? YES <input checked="" type="checkbox"/> NO                                                                       |
| If yes, identify Security Assessor and certificate number:                                                                      | Last Certification Date:                                                                                                                                                                   |
| Have you been notified by Visa, MasterCard or Discover that you have been the victim of a compromise of cardholder data? YES NO | If yes, have you completed remediation? YES NO<br>Do you store cardholder data? Paper - YES <input checked="" type="checkbox"/> NO Electronic - YES <input checked="" type="checkbox"/> 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                                                                              | Is Third Party Software/Gateway PCI DSS and/ or PA DSS Compliant? 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 11. 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: *****<br>084000026 | DDA Account Type: <input checked="" type="checkbox"/> Checking Savings                                                                                                                  |
| Account #1: *****<br>172257569 |                                                                                                                                                                                         |
| Routing #2:                    | DDA Account Type: <input type="checkbox"/> Checking Savings                                                                                                                             |
| Account #2:                    | If a second account, this account is used for:<br><input type="checkbox"/> Discount <input type="checkbox"/> Fees <input type="checkbox"/> Credits <input type="checkbox"/> Chargebacks |

**Section 7 CHECK / ACH SERVICES**

If Check Services are selected and by signing Merchant Processing Agreement, Merchant agrees to accept Check Services pursuant to, and to be bound by, the terms and conditions for Check products acceptance as stated in the Merchant Processing Agreement or as provided by Check services provider, SPS-EFT, or other service provider. Member Bank is not providing the Check/ACH Services. Merchant must be approved by NPC and its service provider, SPS-EFT, or by other service provider.

++ For Non-Guarantee checks \$10,000 and greater: A premium of 0.10% (ten basis points) will be charged in addition to the discount rate.

\*\*\*These fees apply per account.

| Check Service                  | Discount Rate   | Transaction Fee | Check Service                                                          | Discount Rate | Transaction Fee    | Other Check21 Fees                     |
|--------------------------------|-----------------|-----------------|------------------------------------------------------------------------|---------------|--------------------|----------------------------------------|
| Check Conversion w/ Guarantee  |                 |                 | Check21 POS - Guarantee                                                | 0.00          | 0.00               | Check21 Return Fee***: \$ 5.00         |
| Check Conversion w/o Guarantee |                 |                 | Check21 Remote - Guarantee                                             | 0.00          | 0.00               | Monthly Check21 Access Fee***: \$ 5.00 |
| Paper Check w/ Guarantee       |                 |                 | Check21 POS Payroll option - Guarantee: Discount Rate + 3% premium     |               |                    | Monthly Billing                        |
|                                |                 |                 | Check21 POS Payroll option - Non-Guarantee: Discount Rate + 1% premium |               |                    |                                        |
| # of Checks                    | Average Amount: | Largest Check   | Monthly Service                                                        | Batch Fee:    | Monthly Minimum*** | Annual Fee***: Termination Fee***:     |

|                        |  |         |                                                                                                                    |                      |  |         |             |          |
|------------------------|--|---------|--------------------------------------------------------------------------------------------------------------------|----------------------|--|---------|-------------|----------|
| Monthly:               |  | Amount: |                                                                                                                    | Fee <sup>***</sup> : |  | \$25.00 | \$59.95     | \$125.00 |
| NPC.CMA.0718.MAG.T1137 |  |         | Worldpay ISO, Inc. ("NPC") is a registered ISO of Fifth Third Bank, 38 Fountain Square Plaza, Cincinnati, OH 45263 |                      |  |         | Page 2 of 5 |          |

Merchant's Business Name (Legal): NEUVO

**SECTION 8 FEE SCHEDULE**

|                                                                                                                |                           |                            |                                          |                                      |                      |                              |                 |
|----------------------------------------------------------------------------------------------------------------|---------------------------|----------------------------|------------------------------------------|--------------------------------------|----------------------|------------------------------|-----------------|
| <b>APPLICATION TYPE:</b>                                                                                       | Tiered*<br>✓ Interchange* | Flat Rate*<br>Cash Advance | <b>DISCOUNT:</b>                         | Daily<br>✓ Monthly                   | <b>CARD OPTIONS:</b> | All Cards<br>Debit Card Only | Other Cards     |
| <b>BUSINESS TYPE</b>                                                                                           | ✓ Retail                  | Restaurant                 | Mail/Telephone Order**                   | Internet**                           |                      |                              |                 |
| <b>SUB BUSINESS TYPE</b>                                                                                       | Retail Key Entered**      | DialPay Capture**          | MOTO/CardSwipe**                         | Large Ticket                         |                      |                              |                 |
| <b>ISA/MASTERCARD/DISCOVER (V/MC/D) Rate Category</b>                                                          | Discount Rate             | Transaction Fee            | <b>AMERICAN EXPRESS Rate Category*</b>   |                                      | Discount Rate        | Transaction Fee              |                 |
| <b>Base</b>                                                                                                    | 0.15 %                    | \$ 0.08                    | <b>Base</b>                              |                                      | 0.00 %               | \$ 0.00                      |                 |
| <b>Mid-Qualified<sup>1</sup></b><br>(Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants) | + 0.15 %                  | + \$ 0.00                  | <b>Mid-Qualified<sup>1</sup></b>         |                                      | + 0.00 %             | + \$ 0.00                    |                 |
| <b>Non-Qualified<sup>2</sup></b>                                                                               | + 0.20 %                  | + \$ 0.00                  | <b>Non-Qualified<sup>2</sup></b>         |                                      | + 0.00 %             | + \$ 0.00                    |                 |
| <b>Base Debit NON PIN-Based<sup>3</sup></b><br>(Same as V/MC/D Discount Rate if left blank)                    | 0.00 %                    | + \$ 0                     | <b>Miscellaneous Product Fees</b>        |                                      |                      |                              |                 |
| ✓ <b>Debit PIN-Based<sup>4</sup></b>                                                                           | Monthly Hosting Fee \$    | 0.00 %                     | \$ 0.20                                  | <b>Wireless Service<sup>3</sup></b>  |                      |                              |                 |
| <b>Qualified Rewards<sup>5</sup></b>                                                                           |                           |                            | Same as Visa/MC/Discover Transaction Fee | Quantity                             | Setup Fee            | Monthly Hosting Fee          | Transaction Fee |
|                                                                                                                |                           |                            |                                          |                                      | \$                   | \$                           | + \$            |
|                                                                                                                |                           |                            |                                          | <b>Micros<sup>3</sup></b>            |                      |                              |                 |
|                                                                                                                |                           |                            |                                          | Quantity                             | Setup Fee            | Monthly Hosting Fee          | Transaction Fee |
|                                                                                                                |                           |                            |                                          |                                      | \$                   | \$                           | + \$ 0.00       |
|                                                                                                                |                           |                            |                                          | <b>Internet Services<sup>3</sup></b> |                      |                              |                 |
|                                                                                                                |                           |                            |                                          | Quantity                             | Setup Fee            | Monthly Hosting Fee          | Transaction Fee |
|                                                                                                                |                           |                            |                                          |                                      | \$                   | \$                           | + \$            |
|                                                                                                                |                           |                            |                                          |                                      |                      |                              | Batch Fee       |
|                                                                                                                |                           |                            |                                          |                                      |                      |                              | \$              |

Transaction fees are charged for all transaction authorization attempts.  
<sup>1</sup>Added to Base discount rate and transaction fee.  
<sup>2</sup>Added to applicable Mid-Qualified discount rate and transaction fee.  
<sup>3</sup>Transaction fee is in addition to the applicable Base, Mid-Qualified, or Non-Qualified transaction fee, regardless of transaction qualification.  
<sup>4</sup>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.  
<sup>5</sup>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).

**\*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. <sup>6</sup>Regulated 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, on 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 assessed 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, Merchant is not eligible for the American Express Program.  
 ✓ 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.

**SECTION 9 OCCURRENCE FEES**

|                                                       |         |            |                    |         |                                                          |                                            |         |         |
|-------------------------------------------------------|---------|------------|--------------------|---------|----------------------------------------------------------|--------------------------------------------|---------|---------|
| Batch Fee <sup>††</sup>                               | \$0.03  | /per batch | Chargeback Fee     | \$15.00 | /each                                                    | Merchant Training                          | \$0.00  | /once   |
| ACH DBA Change Fee                                    | \$25.00 | /each      | MyMerchantData.com | \$0.00  | /month                                                   | Welcome Kit                                | \$0.00  | /once   |
| On File Fee                                           | \$4.00  | /month     | Minimum Bill       | \$25.00 | /month                                                   | PCI Program Fee - Annual                   | \$90.00 | /annual |
| Card Brand Usage Fee (NABU) - MasterCard <sup>2</sup> | \$0.06  | /each      | Group annual       | \$99.00 | Charged in the Month of October                          | ✓ Paper Statement                          | \$5.00  | /month  |
| Card Brand Usage Fee (NABU) - Visa <sup>2</sup>       | \$0.06  | /each      | Semi Annual Fee    | \$45.00 | Charged in the Months of October and 6 months thereafter | Regulatory and Compliance Fee <sup>5</sup> | \$0.00  | /annual |
| Retrieval Request                                     | \$15.00 | /each      |                    |         |                                                          | ✓ PCI Program Fee - Monthly <sup>4</sup>   | \$5.95  | /month  |
| Voice Authorization Fee                               | \$0.95  | /each      |                    |         |                                                          | Advantage Buyer Program <sup>†</sup>       | \$25.00 | /month  |
|                                                       |         |            |                    |         |                                                          | PCI DSS Non-Validation Fee                 | \$19.95 | /each   |
|                                                       |         |            |                    |         |                                                          | IVR Authorizations                         | \$0.00  | /each   |

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

<sup>††</sup>Same as V/MC/D base transaction fee if left blank; if base V/MC/D transaction fee is left blank, the fee is \$0.30.

<sup>1</sup>The initial term of the Merchant Agreement is 3 years and automatically renews for additional 2-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.

<sup>2</sup>The Card Brand Usage Fee (NABU) includes the MasterCard Network Assessment and Brand Usage Fee, the Visa Acquirer Processing Fee, and the Visa Base Transaction Fee and applies to Tiered Merchants Only.  
 See Schedule I of the Terms and Conditions for additional information.

<sup>4</sup>Merchant may be charged a PCI Non-Compliance fee of \$19.95 per month per MID. Please refer to Section 6.G of the Terms and Conditions

<sup>5</sup>See Section 13 of the Terms and Conditions for additional information.

Merchant's Business Name (Legal): NEUVO

**SECTION 10 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 11 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 12 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.0718) 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 *Henry Piantenti*

*Henry Piantenti*

NPC.CMA.0718.MAG.T1137

Worldpay ISO, Inc. ("NPC") is a registered ISO of Fifth Third Bank, 38 Fountain Square Plaza, Cincinnati, OH 45263

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Merchant's Business Name (Legal): NEUVO

| SECTION 13 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 Vx520 Dual Communication Contactless Smar | 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 |  |  |  |  |  |  |  |  |  |
|-----------------------|-----|----|----------------------------------------------------------------------------------|-----|-------------------|-----------------------------------------------------------------------------------------------------------------------|-----|----|--------------------|-------------------------------------------------------------------------|--|--|--|--|--|--|--|--|--|
| <b>RETAIL/MOTO</b>    |     |    |                                                                                  |     | <b>RESTAURANT</b> |                                                                                                                       |     |    |                    | <b>CASH ADVANCE</b>                                                     |  |  |  |  |  |  |  |  |  |
| AVS                   | YES | NO | Auto-Close++                                                                     | YES | NO                | Tips                                                                                                                  | YES | NO |                    |                                                                         |  |  |  |  |  |  |  |  |  |
| Last 4-Digits         | YES | NO | TIME                                                                             |     |                   | Servers                                                                                                               | YES | NO | <b>LODGING</b>     |                                                                         |  |  |  |  |  |  |  |  |  |
| CVV 2                 | YES | NO | Store N Forward                                                                  | YES | NO                | Tables                                                                                                                | YES | NO | <b>FUEL</b> YES NO |                                                                         |  |  |  |  |  |  |  |  |  |
| Purchase Card/Level 2 | YES | NO | Pre-Dial                                                                         | YES | NO                | Bar Tab                                                                                                               | YES | NO | <b>PASSWORD</b>    |                                                                         |  |  |  |  |  |  |  |  |  |
| Invoice #             | YES | NO | Cash Back                                                                        | YES | NO                | Suggested Tip                                                                                                         | YES | NO |                    |                                                                         |  |  |  |  |  |  |  |  |  |
| Prompt                | YES | NO | Debit Cash Back                                                                  |     |                   | <b>FAST PAY (FPS)</b><br>Both receipts signature line<br>Both receipts NO signature line<br>NO receipts under \$25.00 |     |    | All YES NO         |                                                                         |  |  |  |  |  |  |  |  |  |
| PBX Code              | 8   | 9  | Max Amount                                                                       |     |                   |                                                                                                                       |     |    | Void YES NO        |                                                                         |  |  |  |  |  |  |  |  |  |
| Multi-Merchant        | YES | NO |                                                                                  |     | Return YES NO     |                                                                                                                       |     |    |                    |                                                                         |  |  |  |  |  |  |  |  |  |
| First Merchant MID    |     |    | ++ Auto-Close Time for Alternate Funding needs to be no later than 7:30 p.m. CST |     |                   |                                                                                                                       |     |    | Settlement YES NO  |                                                                         |  |  |  |  |  |  |  |  |  |
|                       |     |    |                                                                                  |     |                   |                                                                                                                       |     |    |                    | Other                                                                   |  |  |  |  |  |  |  |  |  |

|                         |              |
|-------------------------|--------------|
| Custom Header / Footer: | Wireless ID: |
|                         | Comments:    |

|                                        |                                                                                                                                           |
|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| <b>EQUIPMENT SHIPPING INSTRUCTIONS</b> | Required <u>ONLY</u> if ordered through NPC - Default shipping options (indicated by *) will be applied for any option not selected below |
|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                            |                                                 |                     |              |                       |                                |            |                     |          |
|----------------------------------------------------------------------------|-------------------------------------------------|---------------------|--------------|-----------------------|--------------------------------|------------|---------------------|----------|
| Ship To:                                                                   | <input checked="" type="checkbox"/> Do Not Ship | Merchant Location * | ISO Location | Other                 | 1-3 Day                        | Over Night | Ground              | Saturday |
| Attn:                                                                      |                                                 |                     |              |                       | Priority *                     |            |                     |          |
| Address:                                                                   |                                                 |                     |              |                       | Payment For Equipment Will Be: |            |                     |          |
|                                                                            |                                                 |                     |              |                       | Lease                          | Check      | Cash                | Visa MC  |
|                                                                            |                                                 |                     |              |                       | Discover                       | Amex       | 30 day (Bill Group) |          |
| City:                                                                      | State:                                          | Zip:                | Phone #:     | Special Instructions: |                                |            |                     |          |
| PC TO REPROGRAM/TRAIN MERCHANT? YES <input checked="" type="checkbox"/> NO |                                                 |                     |              |                       |                                |            |                     |          |
| PC TO SHIP WELCOME KIT? YES <input checked="" type="checkbox"/> NO         |                                                 |                     |              |                       |                                |            |                     |          |

|                                                 |                                                                    |
|-------------------------------------------------|--------------------------------------------------------------------|
| <b>WELCOME KIT SHIPPING INSTRUCTIONS</b>        | 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 14 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):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <input checked="" type="checkbox"/> 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.<br>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.<br><input type="checkbox"/> 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. | <b>Business / Inventory / Shipments:</b><br>Does business appear as represented? <input checked="" type="checkbox"/> YES NO<br>Is business open and operating? <input checked="" type="checkbox"/> YES NO<br>Is inventory sufficient for business type? <input checked="" type="checkbox"/> YES NO<br>Are goods and services delivered at the time of sale? <input checked="" type="checkbox"/> YES NO<br>Goods and services charged to credit card on <input checked="" type="checkbox"/> Order Shipment<br>Are good and services delivered Digitally <input checked="" type="checkbox"/> Physically Both<br>If goods are shipped, is a Fulfillment House used? YES <input checked="" type="checkbox"/> NO |
| 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 <input checked="" type="checkbox"/> NO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | % of shipments by this vendor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Location Type: <input checked="" type="checkbox"/> Retail Store Front Office Building Residence Industrial Building Trade Show                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Sales Organization: IMPACT PAYSYSTEM LLC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Sales Rep Signature: Application Date: 10/11/2018                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

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