

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)

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Bank # or Merchant Association #:

SECTION 1 MERCHANT BUSINESS INFORMATION

Business Legal Name: (Must Match Business Tax Return Name) ARLINGTON SERVICES		Contact Name: CINDY SWORDS	
Business Name (DBA): ARLINGTON SERVICES		☐ Check here if Corporate Headquarters	E-mail address: ARLINGTONSERVICES@GMAIL.COM
Business Location Address: 9100 DEADFALL ROAD		Website: 9100 DEADFALL ROAD	
City, State, Zip: MILLINGTON, TN, 38053		City, State, Zip: MILLINGTON, TN, 38053	
Phone #: (901) 301-1110	Fax #:	Phone #: (901) 301-1110	Fax #:
Federal Tax ID #: 27-2630231			

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: John Bates	Title: Owner	DOB: 4/29/1963	SSN #: 411-23-8454	Ownership Percentage 100
Home Address: 9100 Deadfall Road	City, State, ZIP: Millington, TN 38053			Phone #: (901) 461-1144
Beneficial Owner/Officer/Principal Name: John Bates	Title: Owner	DOB: 4/29/1963	SSN #: 411-23-8454	Ownership Percentage 100
Home Address: 9100 Deadfall Road	City, State, ZIP: Millington, TN 38053			Phone #: (901) 461-1144
Beneficial Owner/Officer/Principal Name:	Title:	DOB:	SSN #: --	Ownership Percentage
Home Address:	City, State, ZIP:			Phone #:
Beneficial Owner/Officer/Principal Name:	Title:	DOB:	SSN #: --	Ownership Percentage
Home Address:	City, State, ZIP:			Phone #:
Beneficial Owner/Officer/Principal Name:	Title:	DOB:	SSN #: --	Ownership Percentage
Home Address:	City, State, ZIP:			Phone #:

SECTION 3 IMPORTANT DISCLOSURES

Merchant acknowledges receipt of NPC's documentation, which includes Merchant Processing Agreement Ver.GEN.1119

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

Signature (Signature may be evidenced by facsimile)

X

Name (please print)

Date

Merchant's Business Name (Legal): ARLINGTON SERVICES

SECTION 4 BUSINESS PROFILE AND ASSUMPTIONS

☐ Ownership or Legal Entity Change	Close NPC Existing MID#:	Close Date Existing MID:	Open Date: 10/1/1991	
Annual Volume (Visa/MC/DS/AX): \$800,000.00	% Card Present 0	% Card Swipe 0	% Imprint (Manually Keyed) 0	% B2B 0
Average Ticket (Visa/MC/DS/AX): \$2,500.00	% Card Not Present 100	% MOTO 100	% Internet 0	% of International Cards 0
Highest Ticket (Visa/MC/DS/AX): \$5,000.00	Total 100%			
☐ Add'l. Location 1st Location MID:		☐ Never Accepted Cards ☐ Processor Change - How many processing statements are you including?		
Type of Goods/ General Contractors - Residential and Service Sold: Commercial	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:	084008824	DDA Account Type: ☒ Checking ☐ Savings
Account #1:	7119321	
Routing #2:		DDA Account Type: ☐ Checking ☐ Savings
Account #2:		If a second account, this account is used for: ☐ Discount ☐ Fees ☐ Credits ☐ Chargebacks

SECTION 7 FEE SCHEDULE

APPLICATION TYPE:	☐ Tiered [*] ☐ Interchange [#]	☒ Flat Rate [*] ☐ Cash Advance	DISCOUNT:	☒ Daily ☐ Monthly	CARD OPTIONS:	☐ All Cards ☐ Other Cards ☐ Debit Card Only	
BUSINESS TYPE	☐ Retail ☐ Restaurant ☒ Mail/Telephone Order ^{**} ☐ Internet ^{**}						
SUB BUSINESS TYPE	☐ Retail Key Entered ^{**} ☐ DialPay Capture ^{**} ☐ MOTO/CardSwipe ^{**} ☐ Large Ticket						
VISA/MasterCard/Discover (V/MC/D) Rate Category	Discount Rate	Transaction Fee	AMERICAN EXPRESS Rate Category*		Discount Rate	Transaction Fee	
Base	3.95 %	\$ 0.00	Base		3.95 %	\$ 0.00	
Mid-Qualified¹ (Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants)	+ %	+ \$	Mid-Qualified¹		+ 0.00 %	+ \$ 0.00	
Non-Qualified²	+ 0.00 %	+ \$ 0.00	Non-Qualified²		+ 0.00 %	+ \$ 0.00	
Base Debit NON PIN-Based³ (Same as V/MC/D Discount Rate if left blank)	%	+ \$	Miscellaneous Product Fees				
☐ Debit PIN-Based⁴	Monthly Hosting Fee \$	\$					
Qualified Rewards⁵	%	Same as Visa/MC/Discover Transaction Fee	☐ Wireless Service³				
Transaction fees are charged for all transaction authorization attempts. ¹ Added to Base discount rate and transaction fee. ² Added to applicable Mid-Qualified discount rate and transaction fee. ³ Transaction fee is in addition to the applicable Base, Mid-Qualified, or Non-Qualified transaction fee, regardless of transaction qualification. ⁴ Debit Network Interchange, sponsorship, switch and gateway fees, and any miscellaneous fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures. ⁵ Same as Mid-Qualified discount rate if left blank for the applicable Reward categories collected by NPC (Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants).			☐ Micros³				
			Quantity	Setup Fee \$	Monthly Hosting Fee \$	Transaction Fee + \$ 0.00	
			☐ Internet Services³				
			Quantity	Setup Fee \$	Monthly Hosting Fee \$	Transaction Fee + \$ Batch Fee \$	

SECTION 8 OCCURRENCE FEES

Batch Fee	\$0.00 /per batch	☐ MyMerchantData.com	\$0.00 /month	☐ PCI Program Fee - Annual ⁴	\$0.00 /annual
ACH DBA Change Fee	\$25.00 /each	☐ Minimum Bill	\$0.00 /month	☒ Paper Statement	\$0.00 /month
On File Fee	\$24.95 /month	☐ Group Annual	\$0.00 Charged in the Month of February	☐ Regulatory and Compliance Fee ⁵	\$0.00 /annual
Card Brand Usage Fee (NABU) - MasterCard ²	\$0.00 /each	☐ Semi Annual Fee	\$0.00 Charged in the Months of February and 6 months thereafter	☒ PCI Program Fee - Monthly ⁴	\$5.00 /month
Card Brand Usage Fee (NABU) - Visa ²	\$0.00 /each			☐ Advantage Buyer Program ³	\$0.00 /month
Retrieval Request	\$15.00 /each			PCI DSS Non-Validation Fee	\$19.95 /each
Voice Authorization Fee	\$1.95 /each			IVR Authorizations	\$0.00 /each
Chargeback Fee	\$25.00 /each	☐ Merchant Training	\$0.00 /once	☐ Early Deconversion Fee ¹	\$0.00 /once
		☐ Welcome Kit	\$0.00 /once		

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

¹The 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.²The Card Brand Usage Fee (NABU) includes the MasterCard Network Assessment and Brand Usage Fee, the Visa Acquirer Processing Fee, and the Visa Base II Transaction Fee and applies to Tiered Merchants Only.³See Schedule I of the Terms and Conditions for additional information.⁴Merchant 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 Conditions⁵See Section 13 of the Terms and Conditions for additional information.

Merchant's Business Name (Legal): ARLINGTON SERVICES

SECTION 9 UNLIMITED PERSONAL GUARANTY AND CREDIT INFORMATION AUTHORIZATION

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

Authorized Signature of Guarantor: (Do Not Include Title)		Guarantor Name: John Bates	Date of Signature:
Home Address 9100 Deadfall Road		City, State, ZIP: Millington, TN 38053	
Date of Birth: 4/29/1963	Social Security Number: 411-23-8454	Phone #: (901) 829-6460	

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.1119**) 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) X	Name (please print)	Date
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Merchant's Business Name (Legal): ARLINGTON SERVICES

SECTION 12 EQUIPMENT SETUP										PROVIDER CODE: NPC = NPC to ship equipment SOF = Sales office to ship equipment MER = Merchant owned																													
TERMINAL			QTY		PROVIDER CODE		PRINTER			PROVIDER CODE		PIN PAD				PROVIDER CODE																							
POS Software or Gateway			1		MER							☐ NEW ☐ EXCHANGE ☐ NEW ☐ EXCHANGE ☐ NEW ☐ EXCHANGE																											
Other:			Provider Code:		Other:			Provider Code:			Other:				Provider Code:																								
EQUIPMENT SOFTWARE INFORMATION			SOFTWARE NAME TSYS (ISSUING PROCESSING)				PUBLISHER TSYS (ISSUING PROCESSING)				VERSION (ALL)																												
EQUIPMENT OPTIONS										THE DEFAULT SELECTION WILL BE APPLIED FOR ANY OPTION NOT SELECTED BELOW																													
☐ RETAIL/MOTO AVS ☐ YES ☐ NO Last 4-Digits ☐ YES ☐ NO CVV 2 ☐ YES ☐ NO Purchase Card/Level 2 ☐ YES ☐ NO Invoice # ☐ YES ☐ NO Prompt PBX Code ☐ 8 ☐ 9 Multi-Merchant ☐ YES ☐ NO First Merchant MID _____										Auto-Close++ ☒ YES ☐ NO TIME 1930 Store N Forward ☐ YES ☐ NO Pre-Dial ☐ YES ☐ NO Cash Back ☐ YES ☒ NO Debit Cash Back Max Amount 0 ++ Auto-Close Time for Alternate Funding needs to be no later than 7:30 p.m. CST										☐ RESTAURANT Tips ☐ YES ☐ NO Servers ☐ YES ☐ NO Tables ☐ YES ☐ NO Bar Tab ☐ YES ☐ NO Suggested Tip ☐ YES ☐ NO ☐ FAST PAY (FPS) ☐ Both receipts signature line ☐ Both receipts NO signature line ☐ NO receipts under \$25.00										☐ CASH ADVANCE ☐ LODGING FUEL ☐ YES ☐ NO PASSWORD All ☐ YES ☐ NO Void ☐ YES ☐ NO Return ☐ YES ☐ NO Settlement ☐ YES ☐ NO Other _____									
Custom Header / Footer:										Wireless ID:																													
										Comments:																													
EQUIPMENT SHIPPING INSTRUCTIONS										Required <u>ONLY</u> if ordered through NPC - Default shipping options (indicated by *) will be applied for any option not selected below																													
Ship To: ☒ Do Not Ship ☐ Merchant Location * ☐ ISO Location ☐ Other										☐ 1-3 Day ☐ Over Night Priority * ☐ Ground ☐ Saturday																													
Attn:										Payment For Equipment Will Be:																													
Address:										☐ Lease ☐ Check ☐ Cash ☐ Visa ☐ MC ☐ Discover ☐ Amex ☐ 30 day (Bill Group)																													
City:		State:		Zip:		Phone #:		☐ Special Instructions:																															
NPC TO REPROGRAM/TRAIN MERCHANT? ☐ YES ☒ NO																																							
NPC TO SHIP WELCOME KIT? ☐ YES ☒ NO																																							
WELCOME KIT SHIPPING INSTRUCTIONS										Required if welcome kit is shipping to separate address from above																													
Ship To: ☐ Merchant Location * ☐ ISO Location ☐ Other										Attn: _____ Phone #:																													
Address:					City:					State:					Zip:																								
SECTION 13 SITE INSPECTION INFORMATION																																							
I represent and warrant that the information set forth in the application is true and accurate to the best of my knowledge. In addition, I hereby certify that (check which applies):																																							
☒ I have physically inspected the business premises of the merchant at this address, personally confirmed the identity of the person listed in the Control Owner/Officer Information Section, and witnessed their signing of the Agreement. ☐ An NPC approved third party site inspection vendor will supply inspection within 15 days of my signature below or I have informed NPC that a site inspection is needed. ☐ I have not physically inspected the business premises of the Merchant; but have verified the validity of the business using outside sources and confirmed the identity of the person listed under the Control Owner/Officer Information Section.										Business / Inventory / Shipments: Does business appear as represented? ☒ YES ☐ NO Is business open and operating? ☒ YES ☐ NO 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																													
If Fulfillment House is used, please complete the following:																																							
Fulfillment House Name and Address:										Fulfillment House Contact Information:																													
Is Fulfillment House PCI DSS Compliant? ☐ YES ☒ NO										% of shipments by this vendor																													
Location Type: ☐ Retail Store Front ☐ Office Building ☒ Residence ☐ Industrial Building ☐ Trade Show																																							
Sales Organization: IMPACT PAYSYSTEM LLC										Sales Rep Signature:																													
										Application Date: 2/10/2020																													