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Merchant's Business Name (Legal): Fat Kids Sports Bar LLC

SECTION 6 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 ☒ 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

Do you store cardholder data? Paper - ☐ YES ☒ NO Electronic - ☐ 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

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 35 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 7 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 PLEASE SUPPLY VOIDED PREPRINTED CHECK OR BANK LETTER FOR EACH ACCOUNT REQUESTED

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 _____

DDA Account Type: ☒ Checking ☐ Savings

Account #1 _____

Routing #2 _____

DDA Account Type: ☐ Checking ☐ Savings

Account #2 _____

If a second account, this account is used for:

☐ Discount ☐ Fees ☐ Credits ☐ Chargebacks

SECTION 8 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 ☐ Check21 POS - Non-Guarantee**			Check21 Return Fee*** \$5.00	
☐ Check Conversion w/o Guarantee			☐ Check21 Remote - Guarantee ☐ Check21 Remote - Non-Guarantee**			Monthly Check21 Access Fee*** \$5.00	
☐ Paper Check w/ Guarantee			☐ Check21 POS Payroll option - Guarantee: Discount Rate + 3% premium ☐ Check21 POS Payroll option - Non-Guarantee: Discount Rate + 1% premium				☐ Monthly Billing
# of Checks Monthly:	Average Amount:	Largest Check Amount:	Monthly Service Fee***	Batch Fee:	Monthly Minimum***	Annual Fee***	Termination Fee***
					\$25.00	\$59.95	\$125.00

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 10 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): _____

Name of Guarantor (Do Not Include Title): _____

Social Security #: _____

Date of Signature: _____

[Signature]

chuck N. castro

209-48-3293

3-29-16

Merchant's Business Name (Legal):

Fat Kids Sports Bar LLC

SECTION 10 SCHEDULE OF FEES

APPLICATION TYPE: ☐ Target* ☐ Flat Rate* ☒ Interchange* ☐ Cash Advance		DISCOUNT: ☐ Only ☒ 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/MC/DISCOVER (VMC/D) Rate Category		Discount Rate	Transaction Fee	AMERICAN EXPRESS Rate Category*	
Base		.20 %	\$.10	Base	
Mid-Qualified ¹ (Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants)		+ %	+\$	Mid-Qualified ¹	
Non-Qualified ²		+ %	+\$	Non-Qualified ²	
Base Debit NON PIN-Based ³ (Same as VMC/D Discount Rate if left blank) Regulated Only ⁵ ☐		%	+\$		
☐ Debit PIN-Based ⁴		%	\$		
Qualified Rewards ⁶		%	Same as Visa/MC/Discover Transaction Fee		

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

⁶TIERED 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. ⁷Regulated 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 VMC/D discount rate. If a rate is identified but the Regulated Only box is not checked, then this rate applies to all Base NON PIN debit transactions. ⁸If the Retail Key Entered/MOTO/Internet/DialPay Business Type is selected, Rewards cards will be charged discount rates plus 0.11% (0.0011) on all transactions. NPC's processing fees and Card Brand interchange fees are included in the discount rate. All other Card Brand fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures.

* INTERCHANGE MERCHANTS ONLY - CARD ORGANIZATION FEES:

Visa, MasterCard and Discover Interchange fees, assessments and other fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures.

* FLAT RATE MERCHANTS ONLY - CARD ORGANIZATION FEES:

All fees are included in discount rate and transaction fee above except fees related to international transactions. Does not apply to American Express.

* AMERICAN EXPRESS - Existing American Express Number ☐ YES ☒ NO If Yes, Existing American Express Account Number:

Annual Estimated or Actual American Express Volume <\$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 11 OCCURRENCE FEES

On File Fee <u>5.00</u> /month	Retrieval/Chargeback <u>\$15.00</u> /each	Paper Statement ☐ Yes ☒ No /month
Batch Fee ¹¹ <u>0.00</u> /each	Minimum Bill <u>\$25.00</u> /month	Advantage Buyer Program ³ ☐ \$25.00 /month
Voice Auth/DialPay /each	Early Deconversion Fee <u>\$50.00</u> /each	PCI Fee ☐ \$90.00 /year OR ☐ \$165.00 /year
ACH/DBA Change Fee <u>\$25.00</u> /each	Card Brand Usage Fee (NABU) ² <u>\$0.06</u> /each	☒ \$7.50 /month OR ☐ \$13.75 /month
Annual Fee <u>0.00</u> Charged in Month of <u>N/A</u>	1099-K Reporting is provided at No Charge	Regulatory Accounting Assistance Program (RAAP) Fee ⁴ Charged Annually Month of <u>March</u>

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 6C of the Terms and Conditions. In addition to the EDF, you may also be subject to liquidated damages in accordance with the terms of Section 6C of the Terms and Conditions. If limited by state law, these fees may be modified in accordance with Section 6C 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. ³Same as VMC/D base transaction fee if left blank; if base VMC/D transaction fee is left blank, the fee is \$0.30. ⁴See Schedule 1 of the Terms and Conditions for additional information. ⁵See Section 36 of the Terms and Conditions for additional information.

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 0115) 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 4 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 9 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 Chuck Nicastrochuck Nicastro3-29-16

Merchant's Business Name (Legal):

Fat Kids Sports Bar LLC

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
					☐ NEW ☐ EXCHANGE		
					☐ NEW ☐ EXCHANGE		
					☐ NEW ☐ EXCHANGE		
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 _____				☒ RESTAURANT Auto-Close++ ☐ YES ☒ NO TIME _____ Store N Forward ☐ YES ☒ NO Pre-dial ☐ YES ☒ NO Cash Back ☐ YES ☒ NO Debit Cash Bank Max Amount _____ ++ Auto-Close Time for Alternate Funding needs to be no later than 7:30 p.m. CST		☐ CASH ADVANCE ☐ LODGING FUEL ☐ YES ☐ NO PASSWORD All ☐ YES ☒ NO Void ☐ YES ☒ NO Return ☐ YES ☒ NO Settlement ☐ YES ☒ NO Other _____	
Custom Header / Footer: IP				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: ☐ Merchant Location * ☐ ISO Location ☐ Other				☐ 1-3 Day ☐ Over Night Priority * ☐ Ground ☐ Saturday			
Attn: _____				Payment For Equipment Will Be: ☐ Lease ☐ Check ☐ Cash ☐ Visa ☐ MC ☐ Discover ☐ Amex ☐ 30 Day (Bill Group)			
Address: _____				☐ Special Instructions: _____			
City: _____ State: _____ Zip: _____ Phone #: _____							
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 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):							
☒ I have physically inspected the business premises of the merchant at this address, personally confirmed the identity of the person listed in the Owner/Officer Information Section, and witnessed their signing of the Agreement.				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			
☐ 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 Owner/Officer Information Section.							
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: T1137				Sales Rep Signature: _____		Application Date: 3-29-16	

CHECKS BEARING CHAIN AND GREETING CARDS MAY BE COPIED - PLEASE REMEMBER TO SIGN AND DATE CHECKS WHEN MADE

FAT KIDS SPORTS BAR LLC
243 W LONG AVE
DU BOIS, PA 15801

1001

60-685/433

PAY TO THE ORDER OF 1001 \$ 1001 DOLLARS

S&T Bank

FOR

⑆001001⑆ ⑆043306855⑆ 3003192469⑆



Date of this notice: 02-09-2016

Employer Identification Number:
81-1389454

Form: SS-4

Number of this notice: CP 575 A

FAT KIDS SPORTS BAR LLC
CHARLES A NICASTRO SOLE MBR
510 LOCUST ST
DUBOIS, PA 15801

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-1389454. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 940
Form 944

01/31/2017
01/31/2017

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.