

MERCHANT APPLICATION

1164 Vickery Lane, Suite 200 Cordova, TN 38016 Phone: 877-251-0778 Fax: 901-692-9499 Please carefully complete the enclosed Application and read the attached Terms and Conditions and other additional forms, as applicable to you, which together make up the Merchant Processing Agreement. **Keep a Copy of the entire Application and the Terms and Conditions for your records.** NPC/Member Bank's acceptance of this Application will be made in a manner authorized in the attached Agreements.

520001251327

Bat Sales Representative ID Number (9 digit or 16 digit code) Bank # or Merchant Association #: 7 0 0 MMH 7333 SECTION 1 BUSINESS INFORMATION Business Legal Name: (Must Match Business Tax Return Name) Contact Name: Lee Spencer Photography Tammy Spencer | Check here if Corporate Headquarters Business Name (DBA): Email address: Website: Lee Spencer Photography Tammy@leespencerphoto.com|www.leespencerphoto.com Business Location Address: Business Billing Address: (if different from location address) 607 South Main St STE B City, State, Zip: City, State, Zip: N. Canton, OH 44720 Phone #: Phone #: Fax # Fax #: (330) 499-1665 SECTION 2 OWNERSHIP INFORMATION Ownership: X Sole Prop. Corporation Partnership LLC Government (Federal/State/Local) Tax-Exempt Organization (501C) Owner/Officer/Principal Name: Title: DOR: SSN # Federal Tax ID #: Lee (Leland) Spencer III Owner 8/24/64 276-74-8260 276748260 Home Address: City, State, Zip: Phone #: 510 Genoa Ave SW Massillon, OH 44646 (330) 478-2068 SECTION 3 BUSINESS PROFILE AND ASSUMPTIONS Annual Volume (Visa/MC/DS/AX): Average Ticket (Visa/MC/DS/AX): Highest Ticket (Visa/MC/DS/AX): Close Date Existing MID: Close NPC Existing MID#: Open Date: Ownership or Legal Entity Change 03/01/1996 \$44,000 \$390 \$1,700 How many processing statements are you Add'l. Location 1st Location MID: Never Accepted Cards X Processor Change including' Card % Card Not Imprint % Card Swipe Đ % MOTO % Internet % B2B % of International Cards (Manually Keyed) REFUND POLICY (Check One): Type of Goods/ Service Sold: Commercial Photography No Refund X Seasonal Sales: Yes X No Active Months: JAN FEB MAR APR MAY JUN JUL AUG SEP MOCT MOV MDEC SECTION 4 IMPORTANT DISCLOSURES Merchant acknowledges receipt of NPC documentation, which includes Merchant Processing Agreement Ver.GEN.0115 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. MEMBER BANK: Fifth Third Bank c/o Vantiv, Inc. 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 8500 Governors Hill Drive Symmes Township, OH 45240 (866) 250-9764 important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems. Signature (Signature may be evidenced by facs mile) Name (please print) Date Leland Spencer 10/14/2015

SECTION 5 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 6 COMP	LIANCE INF	ORMATION									
Do you (MERCHANT) hav	ea 🗙 3rd pa	rty software ap	olication/gateway or	POS Termir	al Are you com	oliant with the	Payment Ca	ard industry	Data Security Stand	dards?	X YES X NO
If yes, identify Security As	sessor and cert	ificate number:				T_T_Y	Last Ce	rtification D	ate:		
Have you been notified b compromise of cardholder		Card or Discov		een the victim of a	of a If yes, have you completed remediation? YES NO Do you store cardholder data? Paper - YES X NO Electronic - YES X NO						YES X NO
Third Party Software/Ga	teway Vendor N	Name and Add	ress:				Third P	arty Softwa	re/Gateway Vendo	or Cont	act Information:
eProcessingNetwork.	com Houston	ı, TX							······		
Version # On Line Te	erminal (ASP))		Merchant data to w	hich this vendo	r has access:			<u></u>		
Does software store card	holder informat	tion? 🔲 YE	S X NO	ls Third Pa	rty Software/Ga	teway PCI D	SS and/or I	PA DSS cor	mpliant? X YE	ES	□ NO
All merchants must con the requirements of the Assessment Questionn securing card data and Information on the PCI software must be comp	PCI DSS. Me aire and scan(complying with Program is se	rchant must vo (s), if applicable of PCI DSS, You t forth in Secti	alidate its complia le, and (b) is com u are enrolled in t on 35 of the Tern	nce with the PCI to appliant with the PCI the PCI Program a ans and Conditions	DSS and provide DSS. NPC and the application and the applications.	le NPC with has created ble fees will b	evidence t the PCI P re assesse	hat Mercha rogram (the d in accord	int (a) has succes e "PCI Program") lance with the ten	ssfully () to ass ms of ti	completed a Self sist merchants in he PCI Program.
SECTION 7 MERCH	ANT BANK	ACCOUNT I	NFORMATION								
In accordance with the te Premium ACH. ACH ca contracted. *Subject to s	n be performed	by the following	ng entities: Membe	er Bank, NPC or an	y authorized ag	ent of NPC o	r any Third	Party Serv	ice Provider with v		
Deposit Time Fram	e: Premiu	ım ACH	Alternate Funding*	,	De	posit Type:	Combi	ned 5	By Batch		
Any ACCOUNT NUMBER	indicated must	be a valid acco	unt number for han	dling ACH deposits a	and withdrawals.	If more th	nan one acc	count is indic	cated, account #1 v	vill be u	sed for Sales.
Routing #1 0 4	4 1	1 5	0 9 0	DDA Accou	nt Type: 🕱 0	Checking	s	Savings			
Account #1 0 1	0 3 9	7 2	0 6 2	2							
Routing #2				DDA Accou	nt Type: 🔲 (Checking	<u></u>	Savings			
Account #2							a second a Discount	ccount, this	account is used t		nargebacks
SECTION 8 CHEC	K/ ACH SER	VICES									
If Check Services are terms and conditions other service provider other service provider ^**These fees apply p	for Check pro . Member B . ++ For Non	oducts accep ank is not pr	tance as stated oviding the Che	in the Merchant ck/ACH Services	Processing A s. Merchant n	igreement of nust be app	or as proving to be considered by the considered by the consistence of the considered by the considere	rided by C NPC and	heck services provites proving the service proving the service proving the service proving the services proving th	orovide vider, S	er, SPS-EFT, oi SPS-EFT, or by
Check Service	Discount Rate	Transaction Fee		Check Service	•		count Ti	ransaction Fee	Che	Other eck21 F	
Check Conversion w/Guarantee			=	POS - Guarantee POS - Non-Guarant	ee++				Check21	Return	Fee^**: \$5.00
Check Conversion w/o Guarantee				Remote - Guarantee Remote - Non-Guar					Monthly Check21	Access	Fee^**: \$5.00
Paper Check w/ Guarantee				OS Payroll option POS Payroll option						N	onthly Billing
# of Checks Monthly:	Average Amo	ount: Large		Monthly Service			lonthly Min \$25.	imum^**:	Annual Fee^**: \$59.95	-	nination Fee^**: \$125.00
SECTION 9 UNLIN	AITED PERS	ONAL GUAI	RANTY AND CR	REDIT INFORMA	TION AUTHO	RIZATION					
PERSONAL GUARA paragraph (each suc Agreement. By signir Terms and Condition Guarantor individually of him or her by utili Agreement, which is	th person, a ng below, ead s, and (ii) ad authorizes t zing a third-p	"Guarantor" ch Guarantor cknowledges NPC, Membe party credit re) is signing this (i) accepts and and confirms the Bank, and/or esporting agency	Merchant Agre agrees to be bo nat, prior to sign either of their rep and/or to obtain	ement as a rund by the Co ing, he or sho resentatives to a criminal ba	Guarantor of ontinuing Ur e received o conduct a ackground of	of the Me nlimited G and read an initial a check.Gu	erchant id- luaranty p those Co and ongoin arantor ac	entified on pag rovisions startin ntinuing Guara g comprehensiv knowledges rec	e 1 or g in So nty pro ve crea ceipt o	f the Merchant ection 10 of the ovisions. Each dit investigation of the Merchant
Authorized Signature of	Guarantor: (Do	Not Include T	tle)	Name of Gi Leland Spe	uarantor: (Do No encer	ot Include Titl	e)	Social S	Security #:		Pate of Signature: 10/14/2015
	, ,	-									

	LE OF FEES									
APPLICATION Tiered		ISCOUNT: Da			ll Cards	Other Cards				
TYPE: X Interchan		Meil/Televit		nternet**	ebit Card Ont	·				
BUSINESS TYPE X	Retail Key Entered**	DialPay Capt			arge Ticket					
VISA/MASTERCARD/DISCOVE	<u>, </u>				~	Rate Category*	Discount	Rate	Transa	ction Fee
Base		.2 %	\$ 0.10	Base			.2	%	\$	0.10
Mid-Qualified ¹ (Not Applicable for Retail Key Entered, M	OTO, Internet, DialPay Merchants	+ %	+ \$	Mid-Qualifi	ed¹		+	%	+ \$	
Non-Qualified ²		+ %	+\$	Non-Qualif	ied²		+	%	+\$	
Base Debit NON PIN-B (Same as V/MC/D Discount Rate if it		%	+\$	Wireless	Quantity	Setup Fee	Monthly Hosti	ng Fee		ction Fee
Debit PIN-Based	Monthly Fee	%	\$	Service ³	Quantitu	\$	\$	Foo	+\$	ation Eco
Qualified Rewards ⁵		%	Same as Visa/MC/ Discover_	Internet Services/ Micros ³	Quantity	Setup Fee	Monthly Hostii	ng ree	+\$	ction Fee
Transaction fees are charged for	or all transaction authorize		Transaction Fee	<u> </u>	n fee 2Added	ľ	 Qualified discou	nt rate s	<u> </u>	action fee
3Transaction fee is in addition to gateway fees, and any miscella Mid-Qualified discount rate if lef	the applicable Base, Mid ineous fees will be asses:	-Qualified, or Non-C sed or allocated to	Qualified transaction for Merchant at the them	ee, regardless of tr	ansaction qua nined in acco	lification, 4Debit No rdance with NPC's	etwork Interchan standard opera	ge, spor	nsorship.	switch and
ATIERED MERCHANTS ONL	Y - Commercial Card tran	sactions that do not	meet the requirement	ts to qualify for prefe	erred rates will	be assessed an ad	ditional fee of 0.	50% (0.0		
volume. ⁶ Regulated applies to al Base V/MC/D discount rate. If a DialPay Business Type is select the discount rate. All other Card	ed. Rewards cards will be	charged discount ra	ates plus 0.11% (0.00)11) on all transaction	ons. NPC's pro	ocessing fees and (Card Brand inter-	change :	fees are	l under the O/Internet included in
+ iNTERCHANGE MERCHA Visa, MasterCard and Discover operating procedures.	NTS ONLY- CARD OR Interchange fees, assess	GANIZATION FEI ments and other fee	ES: es will be assessed o	r allocated to Merch	nant at the the	en current rate dete	ermined in accor	dance w	vith NPC'	s standard
¥ FLAT RATE MERCHANTS All fees are included in discou	ONLY - CARD ORGAI	NIZATION FEES: e above except fee	es related to Internat	tional transactions.	Does not ap	ply to American E	xpress.			
*AMERICAN EXPRESS • E Annual Estimated or Actual A By checking this box, Mer	American Express Volun	ne <\$1,000,000.00	YES X	es, Existing Ameri	•	Account Number: ible for the Ameri	can Express Pr	rogram.		
By checking this box, Mer		•	-	Materials						
				materials.						
SECTION 11 OCCURR	ENCE FEES			, manericale:						
On File Fee		Retrieval/Chargeba	ack \$1	5.00 /each	Paper State	ement 🗷 Ye	es 🗍 No			/month
	\$7.00 /month F	Retrieval/Chargeba				ement X Ye		\$2	5.00	/month /month
On File Fee	\$7.00 /month F \$0.04 /each N		\$0	5.00 /each		Buyer Program ³	/year OR	□ \$	165.00	/month /year
On File Fee Batch Fee ^{††}	\$7.00 /month F \$0.04 /each N \$0.95 /each E	linimum Bill	\$0 n Fee ¹ \$5	5.00 /each 0.00 /month	Advantage	Buyer Program ³		□ \$	165.00	/month
On File Fee Batch Fee ^{††} Voice Auth/DialPay	\$7.00 /month F \$0.04 /each N \$0.95 /each E	Ainimum Bill Early Deconversion and Brand Usage F	\$0 n Fee ¹ \$5	5.00 /each 0.00 /month 0.00 /each 0.06 /each g is Regulate	Advantage PCI Fee	Buyer Program ³ \$90.00 \$7.50 g Assistance	/year OR	S Charge	165.00	/month /year /month
On File Fee Batch Fee ^{††} Voice Auth/DialPay ACH/DBA Change Fee	\$7.00 /month F \$0.04 /each N \$0.95 /each E \$25.00 /each C Charged in Month of to a \$25.00 fee for each is terminated prior to af Section 6C of the Terminal Conditions. If limit includes the MasterCare and Conditions and Conditions are and Conditions and Conditions and Conditions are and Conditions and Conditions are and Conditions are are and Conditions are as a condition of the Condition of t	arly Deconversion and Brand Usage Figure procedure and Condition led by state law, d Network Assess V/MC/D base transport of the state law, d Network Assess V/MC/D b	ee (NABU) ² \$0 1099-K Reporting rovided at No Ch The initial term of the initial term or is. In addition to the these fees may be sment and Brand Unsaction fee if left these fees in the second in	5.00 /each 0.00 /month 0.00 /each 0.06 /each g is Regulate Program the Merchant Ag any renewal tere e EDF, you may a e modified in acculsage Fee, the Violank; if base V/M	Advantage PCI Fee Dry Accounting (RAAP) Fee reement is 3 m, you will all you be subjected ance with sa Acquirer IC/D transactions.	Buyer Program ³ \$90.00 \$7.50 g Assistance 3 years and auto be subject to are ect to liquidated control iquidated control iquidated control iquidated in the processing Fee, tion fee is left blate.	/year OR /month OR \$0.00 matically renering Early Decondamages in accident Terms and and the Visa II	Charged Mo Charged Mo ws for eversion cordance Conditions asset II	addition free ("ce with tions. 2"	/month /year /month / March al 2-year EDF") in the terms The Card ction Fee
On File Fee Batch Fee†† Voice Auth/DialPay ACH/DBA Change Fee Annual Fee \$0.00 Return ACH(s) are subject periods. If this Agreement accordance with the terms of Section 6C of the Terms Brand Usage Fee (NABU) is and applies to Tiered Merch of the Terms and Conditions	\$7.00 /month F \$0.04 /each N \$0.95 /each E \$25.00 /each C Charged in Month of to a \$25.00 fee for each is terminated prior to af Section 6C of the Terminal Conditions. If limit includes the MasterCare and Conditions and Conditions are and Conditions and Conditions and Conditions are and Conditions and Conditions are and Conditions are are and Conditions are as a condition of the Condition of t	arly Deconversion and Brand Usage F proch occurrence. 1 the expiration of ms and Condition led by state law, d Network Assess V/MC/D base transion. 4See Section	n Fee ¹ \$5 ee (NABU) ² \$0 1099-K Reporting rovided at No Ch The initial term of the initial term or is. In addition to the these fees may be sment and Brand Unsaction fee if left to a 36 of the Terms a	5.00 /each 0.00 /month 0.00 /each 0.06 /each g is Regulate Program the Merchant Ag any renewal tere e EDF, you may a e modified in acculsage Fee, the Violank; if base V/M	Advantage PCI Fee Dry Accounting (RAAP) Fee reement is 3 m, you will all you be subjected ance with sa Acquirer IC/D transactions.	Buyer Program ³ \$90.00 \$7.50 g Assistance 3 years and auto be subject to are ect to liquidated control iquidated control iquidated control iquidated in the processing Fee, tion fee is left blate.	/year OR /month OR \$0.00 matically renering Early Decondamages in accident Terms and and the Visa II	Charged Mo Charged Mo ws for eversion cordance Conditions asset II	addition free ("ce with tions. 2"	/month /year /month / March al 2-year EDF") in the terms The Card ction Fee
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SECTION 13 EQUIPMENT S	ETUP	PF	ROVIDER COL	DE: NPC	= NPC to	ship equipment	SOF = 1	Sales office to	ship equipment ME	R = Men	chant Owned
TERMINAL	QTY	PROVIDER CODE		PRINTER	1	PROVIDER CODE		P	IN PAD		PROVIDER CODE
							1		NEW EXC	HANGE	
		 							NEW □EXC	HANGE	
							+				
Othor	Provider Code	e: Othe				Provider Code:	1	ner:	NEW EXC		er Code:
Other:	Provider Code	e: Othe	r;			Provider Code.	0.1	iei.		Frovide	n code.
EQUIPMENT SOFTWARE SO	FTWARE NAME	L			PUBLISH	IER		\	/ERSION		
EQUIPMENT OPTIONS	THE DEFAUL	T SELECTI	ON WILL BE	APPLI	ED FOR	ANY OPTION	NOT SE	LECTED BE	LOW		
☐ RETAIL / MOTO					[RESTAURA	ANT		☐ CASH ADVA	NCE	
AVS YES	□ NO	Auto-Clos	se++ [] YES	NO	,	Tips	YES	□ NO	LODGING		
Last 4-Digits YES	NO	TIM				Servers Tables	☐ YES	□ NO -	FUEL TES	□ NO	
CVV 2 YES	□ NO	Store N For	ward TES	NO	5	Bar Tab	☐ YES	NO	PASSWORD		
Purchase Card/Level 2 YES	☐ NO	Pre	e-dial YES		>	Suggested Tip	YES	□ NO	All	YES	i □ NO
Invoice # Prompt YES	☐ NO	Cash I	Back 🗌 YES) 	☐ FAST PAY	(FPS)		Void	YES	NO
PBX Code 8	9	Debit Cash Ba Max Amo				Both receipts		line	Return	YES	□ NO
Multi Merchant YES	□ NO				L	Both receipts	-		Settlement	YES	□ NO
First Merchant MID			ime for Alterna iter than 7:30 i			NO receipts u	_		Other		
Custom Header / Footer:					Wireles	on ID:					
ouston ricador, riodici.					Comme						
						into.					
EQUIPMENT SHIPPING INSTR	UCTIONS R	Required ONL	<u>Y</u> if ordered thr	ough NP(C - Defaul	t shipping option			applied for any optic	n not sei	
Ship To: Merchant Location *	☐ ISO Loc	cation [Other			1-3 Day		Night Priority *			Saturday
Attn:						Pa	yment For] Lease	Equipment Wi		/isa [MC
Address:] Discove	r 🔲 Amex	30 Day (Bill	Group)	
City:	State:	Zip:	Phone #:			Special	Instructio	ns:			
NPC TO REPROGRAM/TRAIN MER	CHANT? Y	ES N	0								
NPC TO SHIP WELCOME KIT?	Y	ES N	0			*********					
WELCOME KIT SHIPPING INS	TRUCTIONS			Require	d if wel	come kit is sh	ipping t	o separate a	ddress from abov	/e	
Ship To: Merchant Location *	SO Locati	on Othe	er Attn:						Phone #:		
Address:						City:			State:	Zip:	
SECTION 14 SITE INSPECTIO	N INFORMAT	TION									
I represent and warrant that the info	rmation set fort	h in the appli	cation is true	and accu	rate to th	e best of my kno	wledge. I	n addition, I he	ereby certify that (ch	eck whic	h applies):
I have physically inspected the address, personally confirmed Owner/Officer Information Sec	business premise the identity of	ses of the me f the person essed their si	rchant at this listed in the			t ory/Shipments s appear as rep		?	X YES	□ N	0
Agreement.					,	pen and operation	-	•	X YES	N	
An NPC approved third party si within 15 days of my signature	te inspection ve below or I have	ndor will supre informed NF	oly inspection PC that a site	ļ	,	ufficient for busi			X YES		
inspection is needed. I have not physically inspected	the business i	premises of the	ne Merchant:	1 -	•	d services delivi rvices charged			YES Order	X Sh	nipment
but have verified the validity of confirmed the identity of the	f the business i	using outside	sources and	ŀ		services delive		Digita			oth
Information Section.				_		hipped, is a Ful			☐ YES	X N	
If Fulfillment House is used, pleas Fulfillment House Name and Addres	" 	tollowing:		950					House Contact Inform		T. T
	··								· · · · · · · · · · · · · · · · · · ·	****	
Is Fulfillment House PCI DSS Com	pliant? YE	s 🔲 Ne	0 0	% of shir	ments b	y this vendor	<u></u>				
Location Type: X Retail Store	Front C	Office Buildin		esidence		dustrial Buildin	g 🔲	Trade Show	,		
Sales Organization:			iles Rep onature:						Application 10/	14/2015	·

DIRECT CONNECT

P.O BOX 6600 HAGERSTOWN, MD 21740

YOUR CARD PROCESSING STATEMENT

16647 1 AT 0.413 016647/000001/646260/AJSTMT1MDG001/16647/0000/110243 063 01 000000 LEE SPENCER PHOTOGRAPHY

440 N MAIN ST NORTH CANTON OH 44720-2554

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Page 1 of 6	THIS !	SNOTAL		
Statement Period	07/01/	15 - 07/3	1/15	en gengalan et egitet eibert.
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Customer Service	800-74	7-6273	on the many one serviced infinitely.	all the larger transfer and an array

STAILTER An overview of account activi	ly for the platement porton
Page 5 Amount Submitted	\$2,284,05
Page 5 Third Party Transact	
The state of the s	
	backs 0.00
Page 6 Fees Charged	-\$72.06
Total Amount Funded to Y	our Bank \$2,211.99
See page 2 for Key Definition of Terms	그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그

(Amount Submitted - Third Party) + Adjustments + Chargebacks + Fees Charged = Amount Funded

!ATTENTION!

WE ARE EXCITED TO ANNOUNCE THE FREE INSIGHTICS EXPRESS SOLUTION!

YOU MAY ALREADY BE FAMILIAR WITH THE FIRST DATA INSIGHTICS(SM) SOLUTION, WHICH TRANSLATES YOUR TRANSACTION DATA INTO USEFUL INSIGHTS ABOUT YOUR CUSTOMERS, SALES, AND COMPETITORS.

INSIGHTICS UNLOCKS THE HIDDEN STORIES BEHIND YOUR BUSINESS, HELPING YOU GENERATE NEW BUSINESS THROUGH A BETTER UNDERSTANDING OF YOUR CUSTOMERS' SPENDING PATTERNS, TARGET YOUR MARKETING TO SPECIFIC CUSTOMER SEGMENTS, UNDERSTAND THE EFFECTIVENESS OF YOUR MARKETING TO IMPROVE FUTURE RESULTS, AND COMPARE SALES WITH OTHER SIMILAR BUSINESSES.



7889 056842P



 Merchant Number
 5315 5326 0200019

 Customer Service
 800-747-6273

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Statement Period

07/01/15 - 07/01/1

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	07/21/15 98020211535	\$206.92	0.00	0.00	0.00	
	07/22/15 96020311515	\$1,077.47	0.00	0.00	1.0	\$10/14
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Merchant Number Customer Service 5315 5326 0200019

800-747-6273

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67/61/16 - 67/31/36

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Date Type	Description Yesting Total
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07/31/15 CF	NON-QUALIFIED INTERCHANGE FEE
07/31/15 CF	DSCV DATA USAGE FEE
	Total Card Fees
07/31/15 MISC	SALES ITEMS B CORRES
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Total (Micrellaneous Eon	and Cord Eene)

Fee Type Legend

MISC = Miscellaneous Fees

CF ≈ Card Fees

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07/01/15 - 07/31/15

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Date Description

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No Third Party Transactions for this Statement Period

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Date Description

Amount

No AgetredicCharpelacts for this Statement Peno

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DIRECT CONNECT

P.O. BOX 6600 HASERSTOWN, MD 21740

YOUR CARD PROCESSING STATEMENT



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Page 1 of 6	THIS IS NOT A BILL	
Statement Period	08/01/15 - 08/31/15	****
Merchant Number	5315 5326 0200019	***
Customer Service	800-747-6273	energe.
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(Amount Submitted - Third Party) + Adjustments + Chargebacks + Fees Charged = Amount Funded

IATTENTION!

THE VARIOUS CARD ORGANIZATIONS HAVE ESTABLISHED THE PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS (PCI-DSS) TO PROTECT AND SECURE CARDHOLDER DATA, PCI-DSS COMPLIANCE IS A REQUIREMENT FOR ALL MERCHANTS IF YOU DON'T ILLUSTRATE THAT YOU HAVE BEEN CERTIFIED BY 1031/15, THEN YOU WILL BE CHARGED A \$34.95 MONTHLY NONCOMPLIANCE FEE EACH MONTH BEGINNING 10/2015 UNTIL THE PCI DSS CERTIFICATION PROCESS HAS BEEN COMPLETED, PLEASE COMPLETE YOUR PCI VALIDATION BY GOING TO

HAVE YOU CONVERTED? YOUR POS CREDIT CARD TERMINALS AND ACCEPTANCE DEVICES MUST ACCEPT NEW HAVE YOU CONVERTED? YOUR PUS CREDIT CARD TERMINALS AND ACCEPTANCE DEVICES MUST ACCEPT NEW CHIP-AND-PIN/CHIP-AND-CHOICE CARDS BY OCTOBER 1. THIS IS FOR THE PROTECTION OF YOUR BUSINESS AND



P.O. BOX 6600, HAGERSTOWN, MD 21740

 Merchant Number
 5315 5326 0200019

 Customer Service
 800-747-6273

Page 4 of 6

Statement Period

08/01/15 - 08/31/15

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VISA	\$618.59	3 \$1,85	5.77 0	000	\$1,865.77
VISA DEBIT	\$3 03.53	53(3.53 0	0.00	\$603.53
DISCOVER ACQ	\$154.43	2 \$30	8.55 0	0.00	\$ XX 85
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08/26/15		98023811532		\$710.25	C C	00.00	0 00	0.00	\$710.25
08/27/15	A.	98023911499	9	\$303.53		00.0	0.00	0.00	\$303.58
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Merchant Number

5315 5326 0200019

Customer Service 800-747-5273

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Date Description

No Third Party Transactions for this Statement Person

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Date Description

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Total (Miscellaneous Fees and Card Fees)

Fee Type Legend

MISC = Miscellaneous Fees CF = Card Fees

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AMENDMENT TO MERCHANT PROCESSING AGREEMENT

This AMENDMENT TO MERCHANT PROCESSING AGREEMENT ("Amendment") is entered into by National Processing Company ("NPC"), Fifth Third Bank ("Member Bank"), and Lee Spencer Photography ("Merchant"), and shall not become binding or effective until executed by Merchant and approved by Processor and Member Bank as determined by Processor and Member Bank in their sole discretion.

WHEREAS, NPC, Member Bank, and Merchant have entered into a Merchant Processing Agreement(s), including the merchant application and the terms and conditions of the Merchant Processing Agreement ("Agreement"), under which NPC and Member Bank provide merchant processing services to Merchant and Merchant pays certain fees to NPC and Member Bank in connection therewith; and

WHEREAS, the parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1. Capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed to them in the Agreement.
- 2. Any references to Liquidated Damages as referenced on the Merchant Application shall be deleted.
- 3. Section 6.C (ii) of the Merchant Agreement is hereby amended by deleting it in its entirety.
- 4. Section 6.C (iii) of the Merchant Agreement is hereby amended by deleting the first and second sentences in their entirety and replaced so that the first sentence states the following:

Notwithstanding the foregoing, the Early Deconversion Fee will not exceed the maximum amount set forth by applicable law.

5. <u>Miscellaneous</u>. The Merchant Agreement, as amended hereby, constitutes the entire agreement between the parties as to the subject matter thereof, and any other representations, inducements, promises, or agreements not contained therein or herein, written or oral, shall be of no force and effect as to the subject matter thereof. The Merchant Agreement, as amended hereby, shall continue in full force and effect. If any provision of this Amendment is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Amendment or of the Merchant Agreement.

IN WITNESS HEREOF, the Merchant has executed this Amendment which shall become binding and effective as set forth above.

MERCHANT By:	A.
Print Name: Leland Spencer	
Title: Owner	
Date: 10/14/15	

LEE SPENCER PHOTOGRAPHY
440 N MAIN ST. STE D
ACONTH CANTON, OF 4720-8854 400-400-1000

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