Page 1 of 5

## **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

NPC.CMA.0718.MAG.T1137

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.

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Signatur	e (Sig	nature	e n	nay be	evide	ence	o b	y fac	simile)	1		Nar	ne (please	print)	119.	1.0	e Da	te 1-1-7-19

Worldpay ISO (npc. ("NPC") is a registered ISO of Fifth Third Bank, 38 Fountain Square Plaza, Cincinn

Merchant's Business SECTION 4 BUSINESS	PROFILE AN	: SMITHVILLE QUI ID ASSUMPTIONS	ICK STOP	<b>)</b> Pharman (1984)	143151.75					
Ownership or Legal Change	Entity Clo	se NPC Existing M	IID#:		C	lose Da	te Existing MID:		Open Date: 4/1	/2018
Annual Volume (Visa/MC/DS/AX): \$360	,000.00	% Card Present	100	% Card Swipe		95	% Imprint (Manually Keyed)	5	% B2	В 0
(VISA/NICADS/AX):	60.00	% Card Not Present	0	% мото	)	0	% Internet	0	% Internation	al 0
Highest Ticket (Vise/MC/DS/AX): \$25	50.00	Total 1	100%					1901		
Add'l. Location1st Lo	cation MID:			Never Accep	ted Card	s Pro	cessor Change -	How many proc	essing statements	are you includi
Type of Goods/ Service Sold: Servic Ancillary Services)	ce Stations	(with or without	REFUN (Check	ID POLICY N One): R	lo lefund	Refur 30 days less	Merchan			
Seasonal Sales: Ye	s   No Act	tive Months: JA	N FEE	B MAR A	APR	MAY	JUN JUL	AUG SE	P OCT	NOV D
SECTION 5 COMPLIAN Do you (MERCHANT) I POS Terminal		TION party software app	llication/ga	aleway or 1	Are yo		ant with the Paym	ent Card Indu	istry Data Secu	rity Standard
If yes, identify Security	Assessor and	l certificate number					Last Cer	tification Date	:	
Have you been notified victim of a compromise	of cardholder	data? YES	NO	have been the	If yes, had be you!	store can	completed remedi dholder data? Pa	ation? YE	ES NO EI	ectronic -
Third Party Software/Ga	ateway Vendo	or Name and Addre	88:		Third Pa	irty Softw	/are/ Gateway Ve	ndor Contact	Information:	
Version#					Merchar	it data to	which this vendo	r has access:		
Does software store car	dholder inforr	mation? Yes	No		ls Third	Party So	ftware/Gateway P	CI DSS and/	or PA DSS Con	npliant?
the "PCI Program") to a assessed in accordance applicable fees are set fules ("PA DSS"). SECTION 6 MERCHANT in accordance with the in ACCORDANT with the ACCORDANT WI	BANK ACCO	ns of the PCI Progr n 11. All gateway o DUNT INFORMATION	am. Inform or other ve N	nation on the PC Indor supplied so	Ci Progra oftware i	m is set must be i	forth in Section 1 compliant with the	5 of the Term Payment Ap	s and Condition plication Data S	ns and the ecurity Stan
Service Provider with wh	om you have	contracted, *Subje	ect to spec	by the following e cial approval	entities:	Member	Bank, NPC or an	y authorized	agent of NPC o	r any Third I
Deposit Time Frame: Nny ACCOUNT NUMBE account #1 will be used	Premium / R indicated n	ACH Alternate nust be a valid acc	e Funding ount numb	er for handling	ACH dep	osits and	Deposit Type: 1 withdrawals.	Combined If more than	By Batch one account is	indicated,
Routing #1: ********		10/00		DDA Account	Timor	Charki		<del></del>	W7A75-11-11-11-11-11-11-11-11-11-11-11-11-11	
account #1:	177	201068 083		DDA Account			ng Savings			
	14/	005				<del></del>				
Routing #2:				DDA Account	Type:	Checkii	ng Savings			
ccount #2:							If a second Discoun	,	account is used Credits	i for: Chargeba
Section 7 CHECK / ACH Check Services are sel rms and conditions for ther service provider. M ther service provider. For Non-Guarantee cl	ected and by Check produc ember Bank i necks \$10,00	is not providing the	stated in the Check/A	he Merchant Pro CH Services. Mi	ocessing erchant r	Agreeme nust be a	accept Check Se ent or as provide approved by NPC	ervices pursua d by Check se and its servic	ant to, and to b rvices provider e provider, SPS	e bound by,
*These fees apply per a Check Service	Discou	int Transaction		Check Se		· · · · · · · · · · · · · · · · · · ·	Discount	Transaction		eck21 Fees
Check Conversion w/ Guarantee	Rate	Fee		1 POS - Guaran	itee		0.00	<b>Fee</b> 0.00	Check21 Retur	
Check Conversion w/o Guarantee			Check2	1 POS - Non-Gu 1 Remote - Gua 1 Remote - Non	rantee		0.00	0.00	Monthly Check Fee*": \$ 5.00	
Paper Check w/ Guarantee			Check2	1 POS Payroll o 1 POS Payroll o	ption - G ption - A	uarantee Ion-Guar	e: Discount Rate antee: Discount R	3% premiun tate + 1% pre	ī <u>.</u>	onthly Billing
# of Checks Aver	age Amount:	Largest Check		nthiy Service		Fee:	Monthly Minimu			mination Fe

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SECTION 8 FEE SCH	ENILE	TEEE GOTORE		<i>-</i> 1								** ***
APPLICATION	Tiered <sup>*</sup>	Flat Rate* Cash Advance	2071,742.0	£	DISCOUNT:	Daily Mon	CARD	OPTIONS:	All Car Debit C	ds Othi Card Only	er Card	s
BUSINESS T SUB BUSINESS T	YPE Retail Key En	tered" Dia			phone Order pture" N	Inter		arge Ticket				
	RD/DISCOVER (V/MC/D Category	Discount Ra	ate	Tran	saction Fee	AMER	CAN EXPRES	S Rate Category*	Dis	count Rate	Trans	action Fee
Base		0.25	%	\$	0.15	Base				0.35 %	\$	0.20
Mid-Qualified <sup>1</sup> (Not Applicable for Retail Key Enter	ed, MOTO, Internet, DialPay Merchants)	+ 0.25	%	+\$	0.00	Mid-Quali	fied <sup>1</sup>		+	0.35 %	+\$	0.00
Non-Qualified <sup>2</sup>		+ 0.25	%	1\$	0.00	Non-Qual	ified <sup>2</sup>		4	0.35 %	<b>+</b> \$	0.00
Base Debit NON PII (Same as WMC/D Discount Rate F	N-Based <sup>3</sup> <sup>efr խank)</sup> Regulated Only <sup>6</sup>	0.00	%	4 \$	0		Mi	scellaneous Pro	oduct	Fees		
Debit PIN-Based	4 Monthly Hosting Fo \$ 0.00	0.08	%	\$	0.15	Wirele	ss Service <sup>3</sup>	T				
Qualified Rewards <sup>5</sup>			%	V	Same as /isa/MC/ Discover	Quantity	Setup Fee	Monthly Hosting Fee \$	Tran	isaction Fee		
Transaction fees are	charged for all transaction	n authorizatio	n at		saction Fee	Micros	i 3		<del></del>			
'Added to Base disco 'Added to applicable	unt rate and transaction Mid-Qualified discount ra	fee. ate and transac	ctio	n fee.		Quantity	Setup Fee	Monthly Hosting Fee	Tran	saction Fee		
Transaction fee is in Qualified transaction	addition to the applicable fee, regardless of transa	e Base, Mid-Qi ction qualificat	uali ion	fied, e	or Non-		\$	\$	+ \$	0.00		
*Debit Network Interc miscellaneous fees w	hange, sponsorship, swi rill be assessed or alloca	ich and gatewa led to Merchar	ay f nta	ees, a t the t	then current	Interne	et Services <sup>3</sup>	1	J			
⁵Same as Mid-Qualifi	cordance with NPC's sta ed discount rate if left bla by NPC (Not Applicable t	ink for the app	lica	ble R	eward	Quantity	Setup Fee	Monthly Hosting Fee		saction Fee	Ва	atch Fee
Internet DialDay Mer	chanta)	•				1	35	l \$	1 + \$		1.5	

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. Regulated applies to all Base NON PIN debit transactions from issuers that are not exempt pursuant to 12 CFR Parl 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, then 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 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 is less than \$1,000,000.00 YES NO If No, Merchant is not eligible for the American Express

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.

Batch Fee <sup>11</sup>	\$0.00	/per batch	MyMerchantData.com	\$0.00	/month	PCI Program Fee - Annual	\$90.00	/annual
ACH DBA Change Fee	\$25.00	/each	Minimure Bill	\$25.00	/month	Paper Statement	\$5.00	/month
On File Fee Card Brand Usage Fee		/month /each	Group annual	\$99.00	Charged in the Month of April	Regulatory and		/annual
(NABU) - MasterCard <sup>2</sup> Card Brand Usage Fee (NABU) - Visa <sup>2</sup>	1	/each	Semi Annual Fee	\$45.00	Charged in the Months of <b>Apri</b> and 6 months		\$6.95	/month
Retrieval Request	\$15.00	/each	1		thereafter	Advantage Buyer Program	\$25.00	/month
Voice Authorization Fee	\$0.95	/each	Merchant Training	\$0.00	/once	PCI DSS Non-Validation Fee	\$19.95	/each
Chargeback Fee	\$25.00	/each	Welcome Kit	\$0.00	/once	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>&</sup>lt;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 7.8 of the Terms and Conditions. If timited by state law, these fees may be modified in accordance with Section 78 of the Terms and Conditions.

<sup>&</sup>lt;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 II Transaction Fee and applies to Tiered Merchants Only.

See Schedule I of the Terms and Conditions for additional information.

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 See Section 13 of the Terms and Conditions for additional information.

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Merchant's Business Name (Lega	SMITHVILLE QUICK STOP	1			
SECTION 10 UNLIMITED PERSON	AL GUARANTY AND CREDIT	NEGRMATION AUTHORIZATI	ON		
PERSONAL GUARANTEE: In excha	ange for NPC's and Member P	lank's acceptance of this Me	rchant Agreement	each sames sissis	
paragraph (each such person, a "C	Suarantor") is signing this Mere	rhant Annaement as a Guara	ntor of the Mercha	eaun person signing	g immediately below this
Agreement. By signing below, each	h Guarantor (i) accents and ad	rees to be bound by the Con	tiouso the imited (	ni identined on page	et or the Merchant
Terms and Conditions, and (ii) ack	nowlednes and confirms that	prior to signification by the costs	reived and road th	one Continuing Cu-	starting in Section 11 of the
Guarantor individually authorizes N	NPC. Member Bank, and/or eith	her of their representatives to	conduct an initial	ose Conditioning Gua	ranty provisions. Each
of him or her by utilizing a third-par	ty credit reporting agency and	for to obtain a criminal backo	round check Gua	and ongoing compr	eriensive credit investigation
Agreement, which is incorporated I	herein by reference as if fully s	set forth herein and has review	wed the Continuin	ranor acknowieuge: a Unlimited Guarant	v provisione therein
Authorized Signature of Guarantor	(Do Not Include Title)	Guarantor Name:	are continuing		e of Signature:
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lu ^-/dress		·	City State 71	<del>5.</del>	
			1		
Date of Birth:	Social Security Number:	Phone #:		Tronski ur kastustar	
pin:	Total Total III	1 110110 #:			
SECTION 11 PATRIOT ACT AND B	ALIMIANTENNI ALITHOPIZATIO	Moreova and the control of the control of	1 1,500,000		
To help the government fight the fu	ending of terrorism and money	Journdaring activities, the UCA			
record information that identifies ea	och nareon finckeding business	entities) who once as	A Patriot Act requir	es all tinancial instit	lutions to obtain, verify and
ask for your name, physical addres	s date of high taypayer ident	tification number and other in	Auti. Vyhat inis me:	ans for you: vvnen yo	ou open an account, we will
your driver's license or other identif	vina documents The undersia	ned entity/ies) and individuals	boroby unconditi	allow us to identify you	ou. we may also ask to see
agents to (i) investigate the informa	tion and references contained	herein and to obtain addition	nal information ob	unding dunionize MPC	and Member Bank or its
credit bureau and criminal backgro	and checks on the Merchant a	and its reincipals including of	taining enports from	Out the Merchant and	d such individual(s) by pullin
signing below as an owner or gener	ral partner of Merchant, or pro-	widing their Social Security A	fumber on the Ann	n consumer reportin lication (if much indi-	g agencies on individuals
Bank whether or not a consumer re	port was requested. NPC and	Vor Member Rank will tell suc	gan and isomore is boe leubivibai d	MDC and/or Mamb	ridual asks NPC or Member
Dank whether or not a consumer re	Port was requested. NPC and	l/or Member Bank will tell suc	h individual and iil	MDC and/or Mombe	or Dook ropping a second
bank wheiner or not a consumer re NPC and/or Member Bank will give	eport was requested, NPC and the individual the name and a	d/or Member Bank will tell suc address of the apency that fur	h individual and, il nished it) and (ii) u	NPC and/or Membe	er Bank received a report,
Bank whemer or not a consumer re NPC and/or Member Bank will give the terms of service of the Merchan	eport was requested, NPC and the individual the name and a at Agreement. By providing you	d/or Member Bank will tell suc address of the apency that fur	h individual and, il nished it) and (ii) u	NPC and/or Membe	er Bank received a report,
Bank whener or not a consumer re NPC and/or Member Bank will give the terms of service of the Merchan NPC and Member Bank to obtain y	port was requested, NPC and the individual the name and a nt Agreement. By providing you our consumer credit report.	t/or Member Bank will tell suc address of the agency that fur ur SSN and signing this Appli	h individual and, il nished it) and (ii) u	NPC and/or Membe	er Bank received a report,
Bank whether of not a consumer re NPC and/or Member Bank will give the terms of service of the Merchan NPC and Member Bank to obtain y SECTION 12 MERCHANT ACKNOW	port was requested, NPC and the individual the name and a the decement. By providing you our consumer credit report. ILEDGEMENTS AND SIGNATURE.	Nor Member Bank will tell such address of the agency that fur ur SSN and signing this Appli	th individual and, it nished it) and (ii) u ication, you, in you	NPC and/or Membe pdate such informat r individual capacity	er Bank received a report, ion periodically throughout , unconditionally authorize
Bank whether of not a consumer re NPC and/or Member Bank will give the terms of service of the Merchan NPC and Member Bank to obtain y SECTION 12 MERCHANT ACKNOW Merchant agrees to and accepts the	port was requested, NPC and the individual the name and a that Agreement. By providing you our consumer credit report. VEDGEMENTS AND SIGNATURE terms and conditions set fort	Afor Member Bank will tell suc- address of the agency that fur- ur SSN and signing this Appli  RE  In this Application and the I	th individual and, it mished it) and (ii) u ication, you, in you ferms and Condition	NPC and/or Member pdate such informat r individual capacity	er Bank received a report, ion periodically throughout , unconditionally authorize
Ballik Wildlifer of hot a consumer re NPC and/or Member Bank will give the terms of service of the Merchan NPC and Member Bank to obtain y SECTION 12 MERCHANT ACKNOW Merchant agrees to and accepts the (GEN.0718) as if fully set forth herei	port was requested, NPC and the individual the name and a th Agreement. By providing you rour consumer credit report. YEDGEMENTS AND SIGNATU te terms and conditions set fort in (collectively, the "Merchant in (collectively, the "Merchant in the state of the	Afor Member Bank will tell such address of the agency that fur ur SSN and signing this Appliance RE.  In in this Application and the Tagger and acknowledge and acknowledge and acknowledge and acknowledge.	th individual and, it nished it) and (ii) u ication, you, in you ferms and Condition les receipt of all pa	NPC and/or Member pdate such informat r individual capacity ons which are incorp	er Bank received a report, ion periodically throughout , unconditionally authorize
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