

# 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	1	8
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Bank # or Merchant Association #:

SECTION 1 MERCHANT BUSINESS INFORMATION			
Business Legal Name: (Must Match Business Tax Return Name) ROBERT ALANIZ		Contact Name: ROBERT ALANIZ	
Business Name (DBA): AYERS EVENT CENTER		E-mail address: LEGACYROB@AOL.COM	Website:
Business Location Address: 3433 AYERS ST		Business Billing Address: (if different from location address) 3433 AYERS ST	
City, State, Zip: CORPUS CHRISTI, TX, 78415		City, State, Zip: CORPUS CHRISTI, TX, 78415	
Phone #: (361) 884-4870	Fax #:	Phone #: (361) 884-4870	Fax #:
Federal Tax ID #: 46-0921379			

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: <input type="checkbox"/> Association/Estate/Trust <input type="checkbox"/> Financial Institution <input type="checkbox"/> Partnership <input type="checkbox"/> SEC Registered Entity <input type="checkbox"/> Government (Federal/State/Local) <input type="checkbox"/> LLC <input type="checkbox"/> Private Corporation <input checked="" type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Non-Profit/Tax-Exempt (501C) <input type="checkbox"/> Publicly-Traded Corporation					
Is Merchant a government entity or an entity at least 50% owned or controlled by a government entity? <input type="checkbox"/> YES <input type="checkbox"/> NO If "yes" checked above, list country name of owning or controlling government entity:					
Control Owner/Officer/Principal Name: Robert Alaniz		Title: Owner	DOB: 1/1/1956	SSN #: 460-92-1379	
Home Address: 4417 Killarmet Dr		City, State, ZIP: Corpus Christi, TX 78413		Phone #: (361) 960-2760	
Beneficial Owner/Officer/Principal Name: Robert Alaniz		Title: Owner	DOB: 1/1/1956	SSN #: 460-92-1379	
Home Address: 4417 Killarmet Dr		City, State, ZIP: Corpus Christi, TX 78413		Phone #: (361) 960-2760	
Beneficial Owner/Officer/Principal Name:		Title:	DOB:	SSN #:	
Home Address:		City, State, ZIP:		Phone #:	
Beneficial Owner/Officer/Principal Name:		Title:	DOB:	SSN #:	
Home Address:		City, State, ZIP:		Phone #:	
Beneficial Owner/Officer/Principal Name:		Title:	DOB:	SSN #:	
Home Address:		City, State, ZIP:		Phone #:	

SECTION 3 IMPORTANT DISCLOSURES Merchant acknowledges receipt of NPC's documentation, which includes Merchant Processing Agreement Ver.GEN.1121		
<p><b>IMPORTANT MEMBER BANK RESPONSIBILITIES:</b> (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.</p> <p><b>IMPORTANT MERCHANT RESPONSIBILITIES:</b> (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.</p>		<p><b>MEMBER BANK:</b>                  Fifth Third Bank, N.A.                  c/o Worldpay LLC                  8500 Governors Hill Drive                  Symmes Township, OH                  45249                  (888) 208-7231</p>
Signature (Signature may be evidenced by facsimile) X <u>ROBERT ALANIZ</u>		
Name (please print) ROBERT ALANIZ		Date 2/14/2022

SECTION 4 BUSINESS PROFILE AND ASSUMPTIONS										
<input type="checkbox"/> Ownership or Legal Entity Change		Close NPC Existing MID#:				Close Date Existing MID:			Open Date: 7/1/2008	
Annual Volume (Visa/MC/DS/AX):	\$60,000.00	% Card Present	95	% Card Swipe	95	% Imprint (Manually Keyed)	0	% B2B	0	
Average Ticket (Visa/MC/DS/AX):	\$60.00	% Card Not Present	5	% MOTO	5	% Internet	0	% of International Cards	0	
Highest Ticket (Visa/MC/DS/AX):	\$4,000.00	Total	100%							
<input type="checkbox"/> Add'l. Location 1st Location MID:				<input type="checkbox"/> Never Accepted Cards <input type="checkbox"/> Processor Change - How many processing statements are you including?						
Type of Goods/ Service Sold: Eating Places and Restaurants										
MCC:	5812	REFUND POLICY (Check One): <input checked="" type="checkbox"/> No Refund <input type="checkbox"/> Refund in 30 days or less <input type="checkbox"/> Merchandise exchange only <input type="checkbox"/> Other								
Seasonal Sales: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Active Months: <input type="checkbox"/> JAN <input type="checkbox"/> FEB <input type="checkbox"/> MAR <input type="checkbox"/> APR <input type="checkbox"/> MAY <input type="checkbox"/> JUN <input type="checkbox"/> JUL <input type="checkbox"/> AUG <input type="checkbox"/> SEP <input type="checkbox"/> OCT <input type="checkbox"/> NOV <input type="checkbox"/> DEC								
SECTION 5 COMPLIANCE INFORMATION										
Do you (MERCHANT) have a <input type="checkbox"/> 3rd party software application/gateway or <input checked="" type="checkbox"/> POS Terminal					Do you store cardholder data? Paper - <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Electronic - <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Have you ever experienced an Account Data Compromise? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					If yes, have you completed remediation? <input type="checkbox"/> YES <input 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? <input type="checkbox"/> YES <input type="checkbox"/> 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 ("PCI Program") to assist merchants in securing card data and complying with PCI DSS. You may be 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 of this Application. 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: <input type="checkbox"/> Premium ACH <input checked="" type="checkbox"/> Alternate Funding*					Deposit Type: <input type="checkbox"/> Combined <input checked="" type="checkbox"/> 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:	1	1	4	9	1	2	6	8	6	DDA Account Type: <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings
Account #1:	0	3	0	8	4	1	2			
Routing #2:					DDA Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings					
Account #2:					If a second account, this account is used for: <input type="checkbox"/> Discount <input type="checkbox"/> Fees <input type="checkbox"/> Credits <input type="checkbox"/> Chargebacks					

SECTION 7 FEE SCHEDULE						
APPLICATION TYPE:	<input checked="" type="checkbox"/> Tiered <sup>^</sup> <input type="checkbox"/> Interchange #	<input type="checkbox"/> Flat Rate <sup>^</sup> <input type="checkbox"/> Cash Advance	DISCOUNT:	<input type="checkbox"/> Daily <input checked="" type="checkbox"/> Monthly	CARD OPTIONS:	<input type="checkbox"/> All Cards <input type="checkbox"/> Other Cards <input type="checkbox"/> Debit Card Only
BUSINESS TYPE		<input type="checkbox"/> Retail <input checked="" type="checkbox"/> Restaurant <input type="checkbox"/> Mail/Telephone Order <sup>**</sup> <input type="checkbox"/> Internet <sup>**</sup>				
SUB BUSINESS TYPE		<input type="checkbox"/> Retail Key Entered <sup>**</sup> <input type="checkbox"/> DialPay Capture <sup>**</sup> <input type="checkbox"/> MOTO/CardSwipe <sup>**</sup> <input type="checkbox"/> Large Ticket				
VISA/MASTERCARD/DISCOVER (V/MC/D) Rate Category	Discount Rate	Transaction Fee	AMERICAN EXPRESS Rate Category*	Discount Rate	Transaction Fee	
Base	1.70 %	\$ 0.20	Base	1.70 %	\$ 0.20	
Mid-Qualified <sup>1</sup> <small>(Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants)</small>	+ 0.80 %	+ \$ 0.00	Mid-Qualified <sup>1</sup>	+ 0.80 %	+ \$ 0.00	
Non-Qualified <sup>2</sup>	+ 0.75 %	+ \$ 0.00	Non-Qualified <sup>2</sup>	+ 0.75 %	+ \$ 0.00	
Base Debit NON PIN-Based <sup>3</sup> <small>(Same as V/MC/D Discount Rate if left blank)</small> Regulated Only <sup>6</sup> <input type="checkbox"/>	1.34 %	+ \$ 0.00	<b>Miscellaneous Product Fees</b>			
<input checked="" type="checkbox"/> Debit PIN-Based <sup>4</sup>	Monthly Hosting Fee \$ 0.00	0.00 %	<input type="checkbox"/> Wireless Service <sup>3</sup>			
Qualified Rewards <sup>5</sup>		Same as Visa/MC/Discover Transaction Fee	Quantity	Setup Fee	Monthly Hosting Fee	Transaction 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).			<input type="checkbox"/> Micros <sup>3</sup>			
			Quantity	Setup Fee	Monthly Hosting Fee	Transaction Fee
			\$	\$	\$	+ \$ 0.00
			<input type="checkbox"/> Internet Services <sup>3</sup>			
			Quantity	Setup Fee	Monthly Hosting Fee	Transaction Fee
			\$	\$	\$	+ \$

<sup>^</sup>**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, then this rate applies to all Base NON PIN debit transactions. <sup>\*\*</sup>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.

<sup>#</sup>**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.

<sup>\*</sup>**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.

<sup>\*</sup>**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 8 OCCURRENCE FEES					
<input type="checkbox"/> Group Annual	Charged in the \$99.00 Month of <b>February</b>	On File Fee	\$8.00 /month	Voice Authorization Fee	\$1.95 /each
<input type="checkbox"/> Regulatory & Compliance Fee <sup>4</sup>	Charged Annually in the \$90.00 Month of <b>March</b>	ACH DBA Change Fee	\$25.00 /each	<input type="checkbox"/> Regulatory and Compliance Fee <sup>4</sup>	\$0.00 /annual
		<input type="checkbox"/> Minimum Bill	\$30.00 /month		
<input checked="" type="checkbox"/> Card Brand Usage Fee (NABU) - MasterCard <sup>2</sup>	\$0.06 /each	<input type="checkbox"/> Early Deconversion Fee <sup>1</sup>	\$375.00 /once	<input checked="" type="checkbox"/> Paper Statement	\$0.00 /month
EMV Non-Enabled Fee <sup>5</sup>	Low Risk	<input type="checkbox"/> Address Verification	\$0.00 /each	<input type="checkbox"/> Advantage Buyer Program	\$25.00 /month
	Moderate Risk			<input type="checkbox"/> Semi Annual Fee	\$45.00
High Risk	0.03% of gross sales per month	Batch Fee	\$0.00 /per batch		
<input checked="" type="checkbox"/> Card Brand Usage Fee (NABU) - Visa <sup>2</sup>	\$0.06 /each	Retrieval Request	\$15.00 /each	Global FFE Auth	\$0.03 /each
<input type="checkbox"/> Signature Merchant Location Fee	\$2.50 /month	Chargeback Fee	\$25.00 /each	TSYS FFE Auth	\$0.03 /each
<input type="checkbox"/> Monthly Discount Adjustment	0.02% /per-item rate	<input type="checkbox"/> Welcome Kit	\$0.00 /once	<b>PCI PROGRAM</b>	
<input type="checkbox"/> Application Fee	\$0.00 /once			<input checked="" type="checkbox"/> SaferPayments Basic <sup>3</sup>	\$6.00 /month
				<input type="checkbox"/> SaferPayments Managed <sup>3</sup>	\$0.00 /month

Return ACH(s) are subject to a \$25.00 fee for each occurrence. **1099 K Reporting is provided at No Charge**  
<sup>1</sup>The initial term of the Merchant Agreement is 3 years and automatically renews for additional 3 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 II Transaction Fee and applies to Tiered Merchants Only.  
<sup>3</sup>See Section 15 of the Terms and Conditions for additional information. In addition, Merchant may be charged a PCI Non-Compliance fee of \$74.95 per month



**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) <i>ROBERT ALANIZ</i>	Guarantor Name: Robert Alaniz	Date of Signature: 2/14/2022
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Home Address: 4417 Killarnet Dr	City, State, ZIP: Corpus Christi, TX 78413
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Date of Birth: 1/1/1956	Social Security Number: 460-92-1379	Phone #: (361) 960-2760
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**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.1121) 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 Signed by: Signature (Signature may be evidenced by facsimile) <i>ROBERT ALANIZ</i>	Name (please print) ROBERT ALANIZ	Date 2/14/2022
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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
Verifone Ctls Vx520 Vtp Enc	1	MER			<input type="checkbox"/> NEW <input type="checkbox"/> EXCHANGE	
					<input type="checkbox"/> NEW <input type="checkbox"/> EXCHANGE	
					<input type="checkbox"/> NEW <input type="checkbox"/> EXCHANGE	
Other:	Provider Code:	Other:	Provider Code:	Other:	Provider Code:	

EQUIPMENT SOFTWARE INFORMATION	SOFTWARE NAME	PUBLISHER	VERSION
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EQUIPMENT OPTIONS			THE DEFAULT SELECTION WILL BE APPLIED FOR ANY OPTION NOT SELECTED BELOW				
<input type="checkbox"/> RETAIL/MOTO AVS <input type="checkbox"/> YES <input type="checkbox"/> NO Last 4-Digits <input type="checkbox"/> YES <input type="checkbox"/> NO CVV 2 <input type="checkbox"/> YES <input type="checkbox"/> NO Purchase Card/Level 2 <input type="checkbox"/> YES <input type="checkbox"/> NO Invoice # Prompt <input type="checkbox"/> YES <input type="checkbox"/> NO PBX Code <input type="checkbox"/> 8 <input type="checkbox"/> 9 Multi-Merchant <input type="checkbox"/> YES <input type="checkbox"/> NO First Merchant MID _____		Auto-Close++ <input type="checkbox"/> YES <input type="checkbox"/> NO TIME _____ Store N Forward <input type="checkbox"/> YES <input type="checkbox"/> NO Pre-Dial <input type="checkbox"/> YES <input type="checkbox"/> NO Cash Back <input type="checkbox"/> YES <input type="checkbox"/> NO Debit Cash Back Max Amount _____ ++ Auto-Close Time for Alternate Funding needs to be no later than 7:30 p.m. CST		<input type="checkbox"/> RESTAURANT Tips <input type="checkbox"/> YES <input type="checkbox"/> NO Servers <input type="checkbox"/> YES <input type="checkbox"/> NO Tables <input type="checkbox"/> YES <input type="checkbox"/> NO Bar Tab <input type="checkbox"/> YES <input type="checkbox"/> NO Suggested Tip <input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> CASH ADVANCE <input type="checkbox"/> LODGING FUEL <input type="checkbox"/> YES <input type="checkbox"/> NO PASSWORD All <input type="checkbox"/> YES <input type="checkbox"/> NO Void <input type="checkbox"/> YES <input type="checkbox"/> NO Return <input type="checkbox"/> YES <input type="checkbox"/> NO Settlement <input type="checkbox"/> YES <input type="checkbox"/> NO Other _____	
<input type="checkbox"/> FAST PAY (FPS) <input type="checkbox"/> Both receipts signature line <input type="checkbox"/> Both receipts NO signature line <input type="checkbox"/> NO receipts under \$25.00							

Custom Header / Footer:	Wireless ID:
	Comments:

EQUIPMENT SHIPPING INSTRUCTIONS		Required <b>ONLY</b> 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 <input type="checkbox"/> Merchant Location * <input type="checkbox"/> ISO Location <input type="checkbox"/> Other	<input type="checkbox"/> 1-3 Day <input type="checkbox"/> Over Night	<input type="checkbox"/> Ground <input type="checkbox"/> Saturday
Attn:		Payment For Equipment Will Be:	
Address:		<input type="checkbox"/> Lease <input type="checkbox"/> Check <input type="checkbox"/> Cash <input type="checkbox"/> Visa <input type="checkbox"/> MC <input type="checkbox"/> Discover <input type="checkbox"/> Amex <input type="checkbox"/> 30 day (Bill Group)	
City:	State:	Zip:	Phone #:
NPC TO REPROGRAM/TRAIN MERCHANT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		Special Instructions:	
NPC TO SHIP WELCOME KIT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			

WELCOME KIT SHIPPING INSTRUCTIONS		Required if welcome kit is shipping to separate address from above	
Ship To:	<input type="checkbox"/> Merchant Location * <input type="checkbox"/> ISO Location <input type="checkbox"/> 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):	
<input 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.	<b>Business / Inventory / Shipments:</b>  Does business appear as represented? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Is business open and operating? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Is inventory sufficient for business type? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Are goods and services delivered at the time of sale? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Goods and services charged to credit card on <input checked="" type="checkbox"/> Order <input type="checkbox"/> Shipment Are good and services delivered <input type="checkbox"/> Digitally <input checked="" type="checkbox"/> Physically <input type="checkbox"/> Both If goods are shipped, is a Fulfillment House used? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<input type="checkbox"/> 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.	
<input checked="" 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>If Fulfillment House is used, please complete the following:</b>	
Fulfillment House Name and Address:	Fulfillment House Contact Information:
Is Fulfillment House PCI DSS Compliant? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	% of shipments by this vendor
Location Type: <input checked="" type="checkbox"/> Retail Store Front <input type="checkbox"/> Office Building <input type="checkbox"/> Residence <input type="checkbox"/> Industrial Building <input type="checkbox"/> Trade Show	
Sales Organization: IMPACT PAYSYSTEM LLC Sales Rep Signature: <i>Morgan Withee</i>	Application Date: 2/11/2022

**Certificate Of Completion**

Envelope Id: 3DD0A65F59CA45E880313CAE1CC13A90	Status: Completed
Subject: Please DocuSign: Impact PaySystem Application.pdf	
Source Envelope:	
Document Pages: 6	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Morgan Withee
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1164 Vickery Lane
	Suite 200
	Cordova, TN 38016
	registration@impactpays.net
	IP Address: 173.166.215.126


**Record Tracking**

Status: Original	Holder: Morgan Withee	Location: DocuSign
2/14/2022 1:44:37 PM	registration@impactpays.net	

**Signer Events**

ROBERT ALANIZ  
 legacyrob@aol.com  
 owner  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 083E92D3BB044C6...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 104.14.235.120  
 Signed using mobile

**Timestamp**

Sent: 2/14/2022 1:48:04 PM  
 Viewed: 2/14/2022 2:56:45 PM  
 Signed: 2/14/2022 2:56:53 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/14/2022 2:56:45 PM  
 ID: 863ab6f3-bb73-40bd-aec9-47d593072e4b

Morgan Withee  
 registration@impactpays.net  
 CEO  
 Impact PaySystem  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 102834A0E3294EE...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 173.166.215.126

Sent: 2/14/2022 2:56:54 PM  
 Viewed: 2/15/2022 7:09:03 AM  
 Signed: 2/15/2022 7:09:06 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/14/2022 1:48:04 PM
Certified Delivered	Security Checked	2/15/2022 7:09:03 AM

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Signing Complete	Security Checked	2/15/2022 7:09:06 AM
Completed	Security Checked	2/15/2022 7:09:06 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Impact PaySystem (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Impact PaySystem:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [morgan@impactpays.com](mailto:morgan@impactpays.com)

### **To advise Impact PaySystem of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [morgan@impactpays.com](mailto:morgan@impactpays.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Impact PaySystem**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [morgan@impactpays.com](mailto:morgan@impactpays.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [morgan@impactpays.com](mailto:morgan@impactpays.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Impact PaySystem as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Impact PaySystem during the course of your relationship with Impact PaySystem.