

# 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.

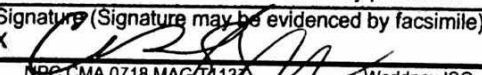
Sales Representative ID Number (9 digit or 16 digit code)

T 1 1 3 7 R 0 1 8

Bank # or Merchant Association #:

SECTION 1 MERCHANT BUSINESS INFORMATION			
Business Legal Name: (Must Match Business Tax Return Name) JAMES RUSSELL ROOFING		Contact Name: CHRIS STEPP	
Business Name (DBA): CUSTOM PATIO CREATIONS		E-mail address: JRMIDSOUTHROOFING@GMAIL.COM	Website:
Business Location Address: 125 N MAIN ST		Business Billing Address: (if different from location address) 125 N MAIN ST	
City, State, Zip: BRIGHTON, TN, 38011		City, State, Zip: BRIGHTON, TN, 38011	
Phone #: (901) 444-1231	Fax #:	Phone #: (901) 444-1231	Fax #:
Federal Tax ID #: 83-1958021			

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 checked="" type="checkbox"/> LLC <input type="checkbox"/> Private Corporation <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Non-Profit/Tax-Exempt (501C) <input type="checkbox"/> Publicly-Traded Corporation			
Control Owner/Officer/Principal Name: Christopher Stepp	Title: Owner	DOB: 11/20/1920	SSN #: 409-39-9319
Home Address: 2399 Beaver Rd	City, State, ZIP: Munford, TN 38058		Phone #: (901) 444-1231
Beneficial Owner/Officer/Principal Name: Christopher Stepp	Title: Owner	DOB: 11/20/1920	SSN #: 409-39-9319
Home Address: 2399 Beaver Rd	City, State, ZIP: Munford, TN 38058		Phone #: (901) 444-1231
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.0718	
<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 c/o Worldpay LLC 8500 Governors Hill Drive Symmes Township, OH 45249 (866) 250-9764</p>
Signature (Signature may be evidenced by facsimile) 	Name (please print) Chris Stepp
Date 9/25/19	

**SECTION 4 BUSINESS PROFILE AND ASSUMPTIONS**

<input type="checkbox"/> Ownership or Legal Entity Change	Close NPC Existing MID#:	Close Date Existing MID:	Open Date: 9/17/2018
Annual Volume (Visa/MC/DS/AX): \$750,000.00	% Card Present 30	% Card Swipe 0	% Imprint (Manually Keyed) 0
Average Ticket (Visa/MC/DS/AX): \$4,000.00	% Card Not Present 70	% MOTO 0	% Internet 100
Highest Ticket (Visa/MC/DS/AX): \$8,500.00	Total 100%		% of International Cards 0
<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/ Roofing, Siding, and Sheet Metal Work Service Sold: Contractors	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 checked="" type="checkbox"/> 3rd party software application/gateway or <input type="checkbox"/> POS Terminal	Are you compliant with the Payment Card Industry Data Security Standards? <input type="checkbox"/> YES <input checked="" type="checkbox"/> 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? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	If yes, have you completed remediation? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	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
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 checked="" type="checkbox"/> No	Is Third Party Software/Gateway PCI DSS and/ or PA DSS Compliant? <input type="checkbox"/> Yes <input checked="" 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 (the "PCI Program") to assist merchants in securing card data and complying with PCI DSS. You are enrolled in the PCI Program and the applicable fees will be assessed in accordance with the terms of the PCI Program. Information on the PCI Program is set forth in Section 15 of the Terms and Conditions and the applicable fees are set forth in Section 11. 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 checked="" type="checkbox"/> Premium ACH <input type="checkbox"/> Alternate Funding*	Deposit Type: <input checked="" type="checkbox"/> Combined <input 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: 0 6 4 0 0 0 0 1 7	DDA Account Type: <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings
Account #1: 0 2 2 9 8 4 3 0 1 4	
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 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 portion 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 <input type="checkbox"/> w/ Guarantee			<input type="checkbox"/> Check21 POS - Guarantee <input type="checkbox"/> Check21 POS - Non-Guarantee**	0.00	0.00	Check21 Return Fee** : \$ 5.00
Check Conversion <input type="checkbox"/> w/o Guarantee			<input type="checkbox"/> Check21 Remote - Guarantee <input type="checkbox"/> Check21 Remote - Non-Guarantee**	0.00	0.00	Monthly Check21 Access Fee** : \$ 5.00
Paper Check w/ <input type="checkbox"/> Guarantee			<input type="checkbox"/> Check21 POS Payroll option - Guarantee: Discount Rate + 3% premium <input type="checkbox"/> Check21 POS Payroll option - Non-Guarantee: Discount Rate + 1% premium			<input type="checkbox"/> Monthly Billing
# of Checks Monthly:	Average Amount:	Largest Check Amount:	Monthly Service Fee**:	Batch Fee:	Monthly Minimum***: \$25.00	Annual Fee** : \$59.95 Termination Fee** : \$125.00

**SECTION 8 FEE SCHEDULE**

APPLICATION TYPE: <input type="checkbox"/> Tiered* <input checked="" type="checkbox"/> Flat Rate*		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"/> Interchange* <input type="checkbox"/> Cash Advance <input type="checkbox"/> Debit Card Only			
BUSINESS TYPE: <input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Mail/Telephone Order** <input checked="" type="checkbox"/> Internet**		SUB BUSINESS TYPE: <input type="checkbox"/> Retail Key Entered** <input type="checkbox"/> DialPay Capture** <input type="checkbox"/> MOTO/CardSwipe** <input type="checkbox"/> Large Ticket					
<b>VISA/MASTERCARD/DISCOVER (V/MC/D) Rate Category</b>		Discount Rate	Transaction Fee	<b>AMERICAN EXPRESS Rate Category*</b>			
Base		3.00 %	\$ 0.10	Base			
Mid-Qualified <sup>1</sup> <small>(Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants)</small>		+ %	+\$	Mid-Qualified <sup>1</sup>			
Non-Qualified <sup>2</sup>		+ 0.00 %	+\$ 0.00	Non-Qualified <sup>2</sup>			
Base Debit NON PIN-Based <sup>3</sup> <small>(Same as V/MC/D Discount Rate if left blank)</small>		2.25 %	+\$ 0.05	<b>Miscellaneous Product Fees</b>			
Regulated Only <sup>6</sup> <input type="checkbox"/>							
<input type="checkbox"/> Debit PIN-Based <sup>4</sup>		Monthly Hosting Fee \$	%	<input type="checkbox"/> Wireless Service <sup>3</sup>			
Qualified Rewards <sup>5</sup>		%	Same as Visa/MC/Discover Transaction Fee	Quantity	Setup 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).				Monthly Hosting Fee \$	Transaction Fee + \$		
		<input type="checkbox"/> Micros <sup>3</sup>		Quantity	Setup Fee \$	Monthly Hosting Fee \$	Transaction Fee + \$ 0.00
		<input checked="" type="checkbox"/> Internet Services <sup>3</sup>		Quantity	Setup Fee \$ 59.00	Monthly Hosting Fee \$ 10.00	Transaction Fee + \$ 0.00

**\*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. \*\*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 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 9 OCCURRENCE FEES**

Batch Fee <sup>††</sup>	\$0.00 /per batch	<input type="checkbox"/> MyMerchantData.com	\$0.00 /month	<input type="checkbox"/> PCI Program Fee - Annual <sup>4</sup>	\$0.00 /annual
ACH DBA Change Fee	\$25.00 /each	<input type="checkbox"/> Minimum Bill	\$0.00 /month	<input checked="" type="checkbox"/> Paper Statement	\$0.00 /month
On File Fee	\$6.95 /month	<input type="checkbox"/> Group Annual	\$0.00	<input type="checkbox"/> Regulatory and Compliance Fee <sup>5</sup>	\$0.00 /annual
Card Brand Usage Fee (NABU) - MasterCard <sup>2</sup>	\$0.06 /each				
Card Brand Usage Fee (NABU) - Visa <sup>2</sup>	\$0.06 /each	<input type="checkbox"/> Semi Annual Fee	\$0.00	<input checked="" type="checkbox"/> PCI Program Fee - Monthly <sup>4</sup>	\$7.50 /month
Retrieval Request	\$15.00 /each			<input type="checkbox"/> Merchant Training	\$0.00 /once
Voice Authorization Fee	\$0.95 /each	<input type="checkbox"/> Welcome Kit	\$0.00 /once	PCI DSS Non-Validation Fee	\$19.95 /each
Chargeback Fee	\$15.00 /each			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>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.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 Schedule I of the Terms and Conditions for additional information.

<sup>4</sup>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

<sup>5</sup>See Section 13 of the Terms and Conditions for additional information.

**SECTION 10 UNLIMITED PERSONAL GUARANTY AND CREDIT INFORMATION AUTHORIZATION**

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

Authorized Signature of Guarantor: (Do Not Include Title)	Guarantor Name:	Date of Signature:
Home Address		City, State, ZIP:
Date of Birth:	Social Security Number:	Phone #:

**SECTION 11 PATRIOT ACT AND BACKGROUND AUTHORIZATION**

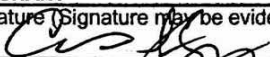
To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open 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 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.0718) as if fully set forth herein (collectively, the "Merchant Agreement") and acknowledges receipt of all parts of the Merchant Agreement. Merchant acknowledges that no handwritten changes have been made to the printed text of the Merchant Agreement and that the parties may produce and rely on a copy or electronically stored image of the Merchant Agreement for all legal purposes. Merchant represents, warrants and certifies to NPC and Member Bank that it has reviewed all pages of this Application, that all information provided herein is true, correct and complete and that NPC and Member Bank may rely on the information contained in this Application, without further investigation, for all purposes. Merchant acknowledges and agrees that NPC and Member Bank are in no way responsible or liable for the actions, inactions, performance or lack of performance of any third party provider or independent sales representative. Merchant represents that it has chosen for itself any services, equipment or third party selected in connection with the Merchant Agreement, and it has not relied on any promises, representations, warranties, or covenants of the independent sales representative, NPC or others. Merchant acknowledges and agrees that the Merchant Agreement shall not be altered by any prior, contemporaneous or subsequent oral representations made by any party. Merchant further authorizes the release of Merchant information in accordance with the provisions of Section 10 of the Terms and Conditions. If Merchant does not want to participate in the American Express Program, the applicable Opt Out Box has been marked.

IN WITNESS WHEREOF Merchant has caused this Agreement to be executed by its duly authorized representative effective in accordance with the terms of the Terms and Conditions. The Agreement shall be binding upon Merchant upon the earlier of Merchant's execution below or Merchant's first processed electronic transaction.

**MERCHANT**

Signature (Signature may be evidenced by facsimile) X 	Name (please print) 9/25/19 Chris Stepp	Date 9/25/19
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