## 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 <a href="http://info.vantiv.com/NPCCMA">http://info.vantiv.com/NPCCMA</a>. 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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Contact	Name:	New Johnson	11.				
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City, Sta	te, Zip:						
Phone #	THE RESERVE TO SERVE THE PARTY OF THE PARTY	60	IF	- 1-11- 11 M			
(870)	(870) 269-9044			rax #:			
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rofit/Tax-Exem	pt (501C) □ Publicly-	Corporation					
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	The second second		17-2-17-1808				
of NPC's do	cumentation, which is	ncludes Merchant Pi	rocessing Ag	greement Ver.GEN.11			
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	rters E-mail a MOUNT  Business 123 With City, State MOUN Phone of (870) 2  ertain financial lisguise involve is who own or collal Institution Profit/Tax-Exem Mountain Vity City, State, Mountain Vity City, State Mountain Vity City, State City, Sta	Interest   E-mail address:   MOUNTAINVIEWMUSIC@C   Business Billing Address: (if 123 WEST WASHINGTON   City, State, Zip:   MOUNTAIN VIEW, AR, 725   Phone #: (870) 269-9044	Inters   E-mail address:   MOUNTAINVIEW   Mountain   Mo	Inters   E-mail address:			

Merchant's Business Name (Legal): CHERYL POOL SECTION 4 BUSINESS PROFILE AND ASSUMPTIONS □ Ownership or Legal Entity Close NPC Existing MID#: Close Date Existing MID: Open Date: 3/14/2006 Change % Card % Card % Imprint Annual Volume 0 0 \$170,000.00 98 98 % B2B (Visa/MC/DS/AX): Present Swipe (Manually Keyed) % of % Card Not Average Ticket \$115.00 2 % МОТО 2 % Internet 0 0 International Present (Visa/MC/DS/AX): Cards Highest Ticket \$2,500.00 Total 100% (Visa/MC/DS/AX): □ Add'l. Location 1st Location MID: □ Never Accepted Cards □ Processor Change - How many processing statements are you including? Refund in 30 REFUND POLICY No Merchandise Type of Goods/ Music Stores Musical Instruments, exchange only Refund Service Sold: Pianos, and Sheet Music (Check One): days or less Active Months: | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC Seasonal Sales: ☐ Yes ☑ No SECTION 5 COMPLIANCE INFORMATION Do you store cardholder data? Paper - □ YES ☑ NO Do you (MERCHANT) have a □ 3rd party software application/gateway or POS Terminal Electronic - □ YES ☑ NO Have you ever experienced an Account Data Compromise? ☐ YES 
☑ NO If yes, have you completed remediation? ☐ YES ☐ NO Third Party Software/ Gateway Vendor Contact Information: Third Party Software/Gateway Vendor Name and Address: Version # Merchant data to which this vendor has access: Does software store cardholder information?  $\sqcap$  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 8. 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: □ Premium ACH ☑ Alternate Funding\* Deposit Type: ☑ Combined ☐ By Batch Any ACCOUNT NUMBER indicated must be a valid account number for handling ACH deposits and withdrawals. If more than one account is indicated, account #1 will be used for Sales 082901538 \*\*\*\*\*\* Routing #1: DDA Account Type: 

☑ Checking \*\*\*\*\* 200685026 Account #1: Routing #2: DDA Account Type: ☐ Checking □ Savings

NPC.CMA.1119.MAG.T1137

Account #2:

□ Discount □ Fees □ Credits □ Chargebacks Worldpay ISO, Inc. ("NPC") is a registered ISO of Fifth Third Bank, N.A., 38 Fountain Square Plaza, Cincinnati, OH 45263

If a second account, this account is used for:

Page 2 of 5

Merchant's Business	s Name (Legal):	CHERYL	POOL									
SECTION 7 FEE SCHE	EDULE											
, =. <del>-</del> <del>-</del>	Tiered* Interchange#		at Rate <sup>¥</sup> ash Advano	се		DISCOUNT:	□ Daily ☑ Mont	CARD OF	TIONS:	All Cards □ Debit Card Or		Cards
BUSINESS TY						hone Order						
SUB BUSINESS TY		•	red <sup>™</sup> □ D	ialPa	ıy Ca	pture <sup>**</sup> □ N	1OTO/CardS	Swipe <sup>**</sup> □ Large	e Ticket			
VISA/MASTERCARD/DISCOVER (V/MC/D) Rate Category		Discount Rate		Transaction Fee		AMERI	AMERICAN EXPRESS Rate Category*			Rate T	ransaction Fe	
Base			0.35	%	\$	0.08	Base			0.40	%	\$ 0.20
Mid-Qualified 1 (Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants)			+ 0.00	%	+ \$	0.00	Mid-Qualit	fied <sup>1</sup>		+ 0.00	%	+\$ 0.00
Non-Qualified <sup>2</sup>			+ 0.00	%	+ \$	0.00	Non-Qualified <sup>2</sup>			+ 0.00	%	+\$ 0.00
Base Debit NON PIN-Based <sup>3</sup> (Same as V/MC/D Discount Rate if left blank) Regulated Only <sup>6</sup>			0.00	%	+\$	0.00	Miscellaneous Product Fees					
☐ Debit PIN-Based <sup>4</sup>	Based 4 Monthly Hosting Fee % \$				☐ Wireless Service <sup>3</sup>							
			%		Same as Visa/MC/	Quantity	Setup Fee	Monthly Hosting Fee	Transaction	r Fee		
Qualified Rewards <sup>5</sup>				70		Discover		\$	\$	+ \$		
Transaction fees are	charged for all tr	ansaction	   authorizat	ion a		nsaction Fee	☐ Micros³					
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.						Quantity	Setup Fee	Monthly Hosting Fee	Transaction	n Fee		
<sup>3</sup> Transaction fee is in addition to the applicable Base, Mid-Qualified Qualified transaction fee, regardless of transaction qualification.					lified,			\$	\$	+\$ 0.0	0	
Debit Network Interc							☐ Internet	Services <sup>3</sup>				
miscellaneous fees will be assessed or allocated to Merchant at the then curre rate determined in accordance with NPC's standard operating procedures.  5Same as Mid-Qualified discount rate if left blank for the applicable Reward					dures.	Quantity	Setup Fee	Monthly Hosting Fee	Transaction	Fee	Fee Batch Fee	
categories collected by NPC (Not Applicable for Retail Key Ente Internet, DialPay Merchants).							\$	\$	+ \$		\$	
^TIERED MERCHANTS 0.50% (0.0050) on su NON PIN debit transa then this rate applies charged discount rate other Card Brand fees	S ONLY - Comme ch sales volume actions from exer to all Base NON as plus 0.11% (0.	. <sup>6</sup> Regula npt issue PIN debi .0011) on	ted applies rs will fall u t transactio all transac	to a nder ns. * tions	II Bas the B *If the . NP(	e NON PIN Base V/MC/D Retail Key   C's processi	debit transa discount ra Entered/MO ng fees and	ctions from issue ite. If a rate is id TO/Internet/Dialf Card Brand inter	ers that are not excentified but the Re Pay Business Typ richange fees are i	empt pursuan egulated Only e is selected, ncluded in the	t to 12 box is Reward discou	CFR Part 23 not checked, ds cards will b int rate. All
# INTERCHANGE MER											her fee	s will be
* FLAT RATE MERCHA International transact	ANTS ONLY - CA	RD ORGA	ANIZATION	FEE	s: All				0 1		s relate	ed to
AMERICAN EXPRESS Annual Estimated or a Program.  □ By checking this bo □ By checking this bo	S - Existing Ame Actual American ox, Merchant ele ox, Merchant ele	rican Exp Express cts to opt	ress Numb Volume is out of the	er □ less	YE: than S	\$1,000,000.0 Express Pro	00 ☑ YES gram	□ NO If No,			America	an Express
SECTION 8 OCCURR		1.		\ 4 -		4D=4=	leo o	) / th-	1		Ta	1.
Batch Fee		/per bate		•		tData.com		) /month	□PCI Program F		\$0.00	/annual
ACH DBA Change Fe			⊔M	ınımı	um Bi	II	\$0.00	/month Charged in the	☑Paper Stateme	ent	\$0.00	/month
On File Fee Card Brand Usage Fe	ee to oe	/month /each	□G	roup	Annı	ıal	\$0.00	Month of September	□Regulatory and Fee⁵	d Compliance	\$0.00	/annual
(NABU) - MasterCard	1-	/eacii						Charged in the	☑PCI Program F	ee - Monthly	\$10.00	/month
Card Brand Usage Fe (NABU) - Visa <sup>2</sup>	\$0.06	/each	□Se	emi A	Annual Fee		\$0.00	Months of September and	□Advantage Bu	yer Program <sup>3</sup>	\$0.00	/month
Retrieval Request	\$15.00	/each						6 months thereafter	PCI DSS Non-Va	alidation Fee		/each
Voice Authorization F	ee \$1.95	/each	⊓М	erch	ant Ti	raining	\$0.00	) /once	IVR Authorizatio	ns	\$0.00	/each
Chargeback Fee	\$25.00	/each			me Ki			) /once	□Early Deconve	rsion Fee <sup>1</sup>	\$0.00	/once
Deture ACII/e) and a	1.	l	I - v v	CICO			Ιψυ.υι	701100	1 ====, =====		<u> </u>	1

Return ACH(s) are subject to a \$25.00 fee for each occurrence.

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 9 UNLIMITED PERS	egal): CHERYL POOL			
paragraph (each such person,	ONAL GUARANTY AND CREDIT IN xchange for NPC's and Member B a "Guarantor") is signing this Merc each Guarantor (i) accepts and ag	ank's acceptance of this Mer chant Agreement as a Guarar prees to be bound by the Con	chant Agreement, each person sign ntor of the Merchant identified on tinuing Unlimited Guaranty provis	page 1 of the Merchant
Terms and Conditions, and (ii) Guarantor individually authorize	acknowledges and confirms that, as NPC, Member Bank, and/or eith party credit reporting agency and, ed herein by reference as if fully s	prior to signing, he or she rec her of their representatives to /or to obtain a criminal backg	ceived and read those Continuing o conduct an initial and ongoing c pround check. Guarantor acknowl	Guaranty provisions. Each Omprehensive credit investigation
Authorized Signature of Guaran	for: (Do Not Include Title)	Guarantor Name:		Date of Signature:
1 Man / St	90-t	Cheryl Pool	City, State, ZIP:	9/24/7024
Home Address 308 West Washington			Mountain View,AR 72560	· · ·
Date of Birth:	Social Security Number:	Phone #: (870) 269-9044		
2/4/1963	267-69-2512	N ,	where the control of	
To help the government fight the record information that identifies ask for your name, physical addr your driver's license or other ider agents to (i) investigate the informedit bureau and criminal backg signing below as an owner or get Bank whether or not a consumer NPC and/or Member Bank will githe terms of service of the Merch NPC and Member Bank to obtain SECTION 11 MERCHANT ACKNOMERCHANT ACKNOMERCHAN	each person (Including business ess, date of birth, taxpayer ident hitfying documents. The undersign mation and references contained round checks on the Merchant a neral partner of Merchant, or prove the individual the name and a neral partner of providing you your consumer credit report.  INVLEDGEMENTS AND SIGNATURE terms and conditions set for the inchanges have been made to the Merchant Agreement for all leation, that all information provided itication, without further investigal actions, inactions, performance of itself any services, equipment or identification of the provided itself any services, equipment or identification, without further investigal actions, inactions, performance of itself any services, equipment or	laundering activities, the US entities) who opens an accidification number and other in fined entity(ies) and individual herein, and to obtain additional its principals, including oviding their Social Security for Member Bank will tell suddress of the agency that four SSN and signing this Application and the Agreement") and acknowled the printed text of the Merchaegal purposes. Merchant reput herein is true, correct and tion, for all purposes. Merchant reput lack of performance of any third party selected in connections.	Information that will allow us to id is hereby unconditionally authout onal information about the Merchetaining reports from consumer Number on the Application (if so ich individual and, if NPC and/ournished it) and (ii) update such olication, you, in your individual and it is a such olication, you, in your individual of the Merchetain of the Merchetai	to NPC and Member Bank that it has bember Bank may rely on the that NPC and Member Bank are in no ident sales representative. Merchant ment, and it has not relied on any powledges and agrees that the
Merchant Agreement shall not b	in accordance with the provisions applicable Opt Out Box has beer	s of Section 10 of the Terms marked.	and Conditions. If Merchant do	in accordance with the terms of the
American Express Program, the	ant has caused this Agreement to ement shall be binding upon Me	erchant upon the earlier of M	erchant's execution below or Me	
release of Merchant Information American Express Program, the IN WITNESS WHEREOF Merch Terms and Conditions. The Agre transaction. MERCHANT	rement shall be binding upon two	Johan Spanis	erchant's execution below or Me	Date 2/2 4/20 20
American Express Program, the IN WITNESS WHEREOF Merch Terms and Conditions. The Agretransaction.	depiced by facsimile)	Name (please print)	Cheryl Pool	Date 9/2 y /20 20
release of Merchant Information American Express Program, the IN WITNESS WHEREOF Merch Terms and Conditions. The Agre transaction. MERCHANT	depiced by facsimile)	Johan Spanis	Cheryl Pool	Date 9/2 y /20 20

Merchant's Business Name (Legal): CHERYL POOL SECTION 12 EQUIPMENT SETUP PROVIDER CODE: NPC = NPC to ship equipment SOF = Sales office to ship equipment MER = Merchant owned **PROVIDER PROVIDER** PROVIDER **PRINTER TERMINAL** OTY PIN PAD CODE CODE CODE Verifone Ctls Vx520 Vtp Enc □NEW □EXCHANGE MER □NEW □EXCHANGE □NEW □EXCHANGE Other: Provider Code: Other: Other: Provider Code: Provider Code: SOFTWARE NAME PUBLISHER VERSION **EQUIPMENT SOFTWARE** INFORMATION THE DEFAULT SELECTION WILL BE APPLIED FOR ANY OPTION NOT SELECTED BELOW **EQUIPMENT OPTIONS** □RETAIL/MOTO RESTAURANT CASH ADVANCE AVS ☐ YES ☐ NO Auto-Close++ ☐ YES ☐ NO Tips ☐ YES ☐ NO Last 4-Digits ☐ YES ☐ NO TIME Servers ☐ YES ☐ NO FUEL □YES □NO CVV 2 ☐ YES ☐ NO Store N Forward □ YES □ NO **Tables** ☐ YES ☐ NO Purchase Pre-Dial ☐ YES ☐ NO ☐ YES ☐ NO Bar Tab ☐ YES ☐ NO **PASSWORD** Card/Level 2 Cash Back ☐ YES ☐ NO Suggested Tip ☐ YES ☐ NO Invoice # ☐ YES ☐ NO Debit Cash Back ΑII □ YES □ NO Prompt □FAST PAY (FPS) Max Amount Void ☐ YES ☐ NO PBX Code □ 8 □ 9 □Both receipts signature line Return  $\square$  YES  $\square$  NO Multi-Merchant ☐ YES ☐ NO □Both receipts NO signature line Settlement ☐ YES ☐ NO ++ Auto-Close Time for Alternate Funding First Merchant □NO receipts under \$25.00 MID needs to be no later than 7:30 p.m. CST Other Custom Header / Footer: Wireless ID: Comments: Required ONLY if ordered through NPC - Default shipping options (indicated by \*) will be applied for any **EQUIPMENT SHIPPING INSTRUCTIONS** option not selected below □ Over Night □ 1-3 Day Prio<u>rity</u>\* Ship To: □ Ground □ Saturday ☑ Do Not Ship ☐ Merchant Location 
☐ ISO Location ☐ Other Payment For Equipment Will Be: Attn: □ Check □ Cash Lease □ Visa  $\sqcap$  MC Address: ☐ Discover ☐ Amex ☐ 30 day (Bill Group) City: State: Phone #: □ Special Instructions: Zip: NPC TO REPROGRAM/TRAIN MERCHANT? NPC TO SHIP WELCOME KIT? □YES ☑NO Required if welcome kit is shipping WELCOME KIT SHIPPING INSTRUCTIONS to separate address from above Phone Ship To: □Merchant Location \* □ISO Location □Other Attn: #: 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): ☑ I have physically inspected the business premises of the merchant at Business / Inventory / Shipments: this address, personally confirmed the identity of the person listed in the Control Owner/Officer Information Section, and witnessed their signing Does business appear as represented? **☑YES**  $\square$ NO of the Agreement. Is business open and operating? **□YES**  $\square NO$ □ An NPC approved third party site inspection vendor will supply Is inventory sufficient for business type? **☑YES**  $\square$ NO inspection within 15 days of my signature below or I have informed NPC that a site inspection is needed. Are goods and services delivered at the time of sale? **ØYFS**  $\square$ NO ☐ I have not physically inspected the business premises of the Goods and services charged to credit card on ☑Order □Shipment Merchant; but have verified the validity of the business using outside Are good and services delivered □Digitally ☑Physically □Both sources and confirmed the identity of the person listed under the Control If goods are shipped, is a Fulfillment House used? □YES ☑NO Owner/Officer Information Section. If Fulfillment House is used, please complete the following: Fulfillment House Name and Address: Fulfillment House Contact Information:

Sales

Is Fulfillment House PCI DSS Compliant? □YES ☑NO

Location Type: ☑Retail Store Front ☐Office Building

□Industrial Building □Trade Show

Application

% of shipments by this vendor

Morgan Withee

□Residence

Sales Rep