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) Contact Name: DRS SMITH & TUTOR JENNI OTTEN																			
Busi	ness	Nam TH &	e (DB	A):				□ Ch	eck here	if Corpora	ate Headqu			dress: MPHISORA	LSURGE	Website RY.COM	e:		
Business Location Address: 187 STATELINE RD EAST, SUITE 20									E	Business I		ss: (if dif	ferent from locatio	n addr	ess)				
City,	State	e, Zip AVEN										C	City, State, Zip: SOUTHAVEN, MS, 38671						
Phor	ne #:		,	,					Fax #	#:			Phone #: (662) 39	<u> </u>			Fax #	x #: 901) 684-1662	
(662) 393-8093 (901 Federal Tax ID #: 62-1388934									(00)	,									
SEC	TION	2 BE	NEFI	CIAL	/CON	TROL	LO	WNERS	HIP INFO	RMATION	1			<u> </u>					
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<u></u>			04:-	/D-					Proprieto	or		rofit/Tax	k-Exempt			raded Corporation	1		
		wner/ Smith		er/Pi	rincipa	ai inar	me				Title: Owner			DOB: 6/28/1957		SSN #: 409-04-4394		Ownership Percentage	
		dress isgah											State, ZIF ova, TN 3					one #:)1) 351-5297	
Beneficial Owner/Officer/Principal Name: Robert K Smith			Title: Owner	·		DOB: 6/28/1957		SSN #: 409-04-4394		Ownership Percentage									
		dress Pisgał									City, State, ZIP: Cordova, TN 38016				Phone #: (901) 351-5297				
		Own Tutor		ficer	/Princ	ipal N	Nar	me:			Title: Owner			DOB: 8/15/1984				Ownership Percentage	
		dress bor P		r							City, State, ZIP: Memphis, TN 38103						one #: 70) 318-5543		
					/Princ	ipal N	Nar	me:			Title:		,	DOB:	:	SSN #:	V ²	Ownership Percentage	
Hom	e Ad	dress	:									City, S	State, ZIF):			Ph	one #:	
Bene	ficia	Own	er/Of	ficer	/Princ	ipal N	Nar	me:			Title:	l		DOB:	:	SSN #:		Ownership Percentage	
Home Address:					City, S	State, ZIF):			Ph	Phone #:								
SEC		3 11		ΤΛΝ	פוח ד			DES Mor	chant ac	knowloday	e receipt of		documon	tation which	h includo	s Morchant Proces	seina /	Agreement Ver.GEN.1120	
IMP direct for e resp are c IMP Mair Ope ensu auth	ORTA duca onsib lerive ORTA tain rating re th	ANT N a Me ting N ble for ed fro ANT N fraud g Reg e Me sheve	IEMB Aercha Merch and m set IERC and c ulatio rchan d the	ER E ants mus tlem HAN charg ns. t uno Mer	3ANK 2) A V on pe t prov ent. T RES gebac The re dersta chant	RESF /isa M ertine ide se SPON k belo spon ands s have	POI Aer ent ' ettl SIE ow nsib sor	NSIBILIT mber mu Visa Op lement fr BILITIES / thresho bilities lis me impo any probl	FIES: (1) ust be a p perating F unds to th : (1) Ens olds. (3) F sted abov ortant obli lems.	A Visa M principal (s Regulation he Mercha sure comp Review ar ve do not s	ember is the signer) to the s with whice ant. (5) The liance with ad understan supersede t	e only e e Merch ch Mercl e Visa M cardhol nd the t the term	entity apprinant Agre hants mu lember is der data s erms of the	roved to exte ement. (3) T st comply. (4 responsible security and he Merchant Merchant Ag	end accep The Visa 4) The Vi for all fur storage r Agreement	otance of Visa pro Member is respon sa Member is nds held in reserve requirements. (2) ent. (4) Comply w and are provided is the ultimate	ducts sible e that ith to	MEMBER BANK: Fifth Third Bank, N.A. c/o Worldpay LLC 8500 Governors Hill Drive Symmes Township, OH 45249 (888) 208-7231	
		Sigi Sn		e ma	y be o	evide	nce	ed by fa	csimile)							Name (please pri Robert Sr	int) nith	917/15/2021	

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

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SECTION 4 BUS	SECTION 4 BUSINESS PROFILE AND ASSUMPTIONS															
 Ownership or Change 	Legal I	Entity	Close I	NPC E	xisting	g MID#:				С	lose D	Date Existing	g MID:		Open Date: 1/1/2001	
Annual Volume (Visa/MC/DS/AX):	\$280	000.00		% Car Preser		99		C	% Card Swipe	99		% (Manually I	Imprint Keyed)	0	% B2B 0	
Average Ticket (Visa/MC/DS/AX):	\$60	00.00		ard No Preser		1		%	мото	1		%	nternet	0	% of International 0 Cards	
Highest Ticket (Visa/MC/DS/AX):	\$3,0	00.00		Tota	al	100%										
Add'l. Locatio	Add'I. Location 1st Location MID:															
Type of Goods/ Service Sold:	Type of Goods/ Service Sold: Dentists and Orthodontists															
MCC:	C: 8021 REFUND POLICY No Check One): Refund Refund ays or less change only Other															
Seasonal Sales	Seasonal Sales: Yes No Active Months: JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC															
SECTION 5 CO	MPLIAN	ICE INFO	ORMATIO	N												
POS Termina	Do you (MERCHANT) have a 🗆 3rd party software application/gateway or 🛛 Do you store cardholder data? Paper - 🗆 YES 🗵 NO															
Have you ever e	Have you ever experienced an Account Data Compromise? □ YES ☑ NO If yes, have you completed remediation? □ YES □ NO															
Third Party Software/Gateway Vendor Name and Address: Third Party Software/ Gateway Vendor Contact Information:																
Version #	ersion # Merchant data to which this vendor has access: Does software store cardholder information? UYES NO															
comply with the successfully cor (the "PCI Progra assessed in acc	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															
SECTION 6 ME	RCHAN	T BANK	ACCOUN	IT INFO	ORMA	TION										
	l receiv	e Premi	ium ACH.	ACH	can b	e perfori	med	by the f	following e						neated. If nothing is checked agent of NPC or any Third I	
Deposit Time Fr	Deposit Time Frame: □ Premium ACH ☑ Alternate Funding* Deposit Type: □ Combined ☑ By Batch															
Any ACCOUNT account #1 will I				st be a	valid	account	num	ber for	handling	ACH dep	osits	and withdra	wals. If	more than	one account is indicated,	
Routing #1:	0 8 4 2 0 1 2 9 4 DDA Account Type: 🗵 Checking 🗆 Savings															
Account #1:	5	3 4	4 0	0	0	1	1	5	5							
Routing #2:		•				•	·	DDA	A Account	t Type:	□ Che	ecking 🗆	Savings			
Account #2:													Discount	Fees	s account is used for: □ Credits □ Chargeba	
NPC.1120.CM	A.MAG.T	1137 (ST	D)	Worldp	bay ISC), Inc. ("N	PC") i	s a regis	tered ISO o	of Fifth Thir	d Bank	k, N.A., 38 Fou	untain Square	Plaza, Cinci	nnati, OH 45263 Page 2 o	of 5

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RATES AND FEE SCHEDULE												
SECTION 7			CRE									
BUSINESS TYPE			ant 🗆 Mail/T	elephone	e Order	□ Interne	t					
SUB BUSINESS TYPE		Key Entered						Ticket				
			Visa/Masterca	ard/Disco	ver/Amei	rican Expre	ss OptBlue Pi	ogram				
		Di	scount Rate	Transac	tion Fee							
	Flat R	ate Pricing				Is annual	volume less t	nan \$1,000,000.00? 🗵	YES	NO		
□ Flat Rate ¹			%	\$				eligible for the America	•	•	0	
	Tiere	ed Pricing				(If No and your volume decreases to less than \$1,000,000, you may be converted to the American Express OptBlue Program unless you have elected to						
Tiered Pricing ² Qualified			%	\$		opt out.)						
Mid-Qualified % \$				Existing American Express Number 🛛 YES 🗵 NO								
	Non-0	Qualified	%	\$		_ By ch	ecking this bo	ox, Merchant elects to o	opt out of	the America	n Express	
High Risk Transactions w Fee and Discount Rate p to 0.75%. See Terms and	lus an ad	ditional Higl	h Risk Disco			Progr	am	ox, Merchant elects to o				
				Inte	erchange	Plus Pricin	Ig					
						Transact	ion Risk Fee	🗆 YES 🗵 NO				
☑ Interchange+ Pricing ³			0.45 %	0.45 % \$ 0.15		Interchange Plus Pricing includes a Transaction Risk Fee from $\frac{\%}{2}$ up to 0.85% in addition to your Discount Rate and applies to Transactions that carry a higher degree of risk as described in the Terms and Conditions Section 6.K.						
					PIN Deb	it Pricing						
Pin Debit Pricing ⁴ Monthly Hosting Fee						Discount		Transaction F	ee			
PIN Debit Pricing * \$ Miscellaneous Product Fees												
				WISC	ellaneou	Quantity	Setup Fee	Monthly Hosting Fee	Trans	action Fee	r	
□ Wireless Service						Quantity	\$	\$	\$			
□ Internet Services						Quantity	Setup Fee \$	Monthly Hosting Fee \$	Trans \$	action Fee	Batch Fee \$	
SECTION 8				C	OCCURRE	NCE FEES	i					
Network & Processor Access □ 0.15%/Visa, MasterCare ☑ Pass-through ⁷	d, America	•				□Signatu	re Merchant L	ocation Fee *	\$2.50	/month/MII	C	
(If no box checked in this s MasterCard, American Exp	ection, we	e will assess cover Transa	the default ra	te of 0.15	5% Visa,			Merchant Location Fee				
Group Annual *	, 2.00			ed in the	Month of	rate.	o pe responsi	ble for the Mastercard	Location	-ee al the th	en current	
		•	Nover			, alo						
	Low Risk		% of gross sa									
EMV Non-Enabled Fee *8	High Risk		% of gross sa % of gross sa			□Monthly	Discount Adj	ustment *	0.02%	/per-item r	ate	
□Regulatory & Compliance		Charged	Addres	s Verifica	ition *	+	/each	ZPCI Program Fe	e -	¢c.00 /~	aanth	
Fee *9	\$90.00	Month of	the Batch Fe	э*		\$0.00	/per batch	Monthly 11		\$6.00 /n	ionun	
		March					Charged in		Complian	<u></u>		
ØCard Brand Usage Fee \$0.06 /each Semi Annual Fee		\$45.0	Months of November	and Fee [∗] 9	Complian	^{ce} \$0.00 /a	nnual					
Card Brand Usage Fee (NABU) - Visa	\$0.06	/each					6 months thereafter	☑Paper Statemen	t*	\$0.00 /n	nonth	
□Application Fee *	\$0.00	/once	Retrieval	-	*		0 /each	□Advantage Buye	er Program	n \$25.00/n	nonth	
On File Fee *	\$8.00	/month	Chargeba				0 /each	□Dial Transaction	Surcharg	je [*] \$0.08 /e	ach	
ACH DBA Change Fee *	\$25.00	/each	□Welcon				/once	Global FFE Auth *		\$0.03 /e		
□Minimum Bill	\$30.00	/month	Voice Aut				/each					
□Early Deconversion Fee ¹⁰	\$375.00) /once	□PCI Pro	gram Fe	e - Annu	al 11 \$90.00	0 /annual	TSYS FFE Auth *1	2	\$0.03 /e	ach	

NPC.1120.CMA.MAG.T1137 (STD)

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FOOTER REFERENCES
Return ACH(s) are subject to a \$25.00 fee for each occurrence. ¹ Fees designated with an asterisk (*) in the Occurrence Fees Section are included in the Flat Rate Discount Rate. Fees without an asterisks, miscellaneous product Fees, and Initial Equipment Orders sections are not included in flat rate pricing and will be charged separately. ² Network Interchange Fees are included.
³ Network Fees and Communication Fees are assessed separately. Transaction fee will be billed per each authorization attempt. ⁴ Network Fees and Communication Fees are assessed separately.
⁵ If you have elected for the Marketing Opt-out, you may continue to receive updates while American Express updates its records. You will continue to receive important transaction or relationship messages from American Express. If you have not elected for the Marketing Opt-out, your mailing address, phone number, email address, fax number, and or cell (or mobile) phone number may be used by American Express to send commercial marketing messages, which may include information about American Express products, services, and resources.
⁶ This fee will be assessed on all Visa, MasterCard, Discover, and American Express volume and is subject to a \$10.00 monthly minimum. We may, in our sole discretion elect to waive this fee and instead assess to you the following fee as pass-through fees (which may be as an allocation): (i) the Fixed Acquirer Network Fee ("FANF"); (ii) the MasterCard Acquirer Fee; (iii) the Discover Access Fee (which may be labeled as the Discover Data Usage Fee; and (iv) American Express Access Fee.
⁷ If this box is checked, the Discover Data Usage Fee, American Express Access Fee and Network Acquirer Fee (which includes the MasterCard Acquirer Fee and FANF) will be assessed to you as pass-through.
⁸ Fee is assessed if you do not have EMV enabled equipment and/or software and is determined based on the chargeback liability risk of your MCC as determined by us. Transactions evaluated monthly and assessed when applicable. Based on the gross sales amount of each card present Transaction. ⁹ See Section 13 of the Terms and Conditions for additional information.
¹⁰ 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 7B 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.
 ¹¹ See Section 15 of the Terms and Conditions for additional information. In addition, Merchant may be charged a PCI Non-Compliance fee of \$19.95 per month per MID if not in compliance with PCI Rules and Regulations. Please refer to Section 6.G of the Terms and Conditions. ¹² Applicable to Non-Worldpay front ends.
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

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 Agreemsgiewwyich is incorporated herein by reference as if fully set forth herein and has reviewed the Continuing Unlimited Guaranty provisions therein.

	,		0	3 1
Authorized Signature of Guarant	or: (Do Not Include Title)	Guarantor Name:		Date of gignatore 1
Authorized Signature of Guarant		Robert K Smith		
Homes Addross 42E			City, State, ZIP:	
1566 N Pisgah Rd			Cordova, TN 38016	
Date of Birth:	Social Security Number:	Phone #:		
6/28/1957	409-04-4394	(901) 351-5297		
SECTION 10 PATRIOT ACT AN) BACKGROUND AUTHORIZATIO	N		

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 ZMC.

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.1120) 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 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 further authorizes the release of Merchant akane 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.

Ľ	V Docusigned by:			
	Signature (Signature may be evidenced)	by facsimile)	Name (please print) Robert Smith	Date 11/15/2021
	NPC62120AC20768422.T1137 (STD)	Worldpay ISO, Inc. ("NPC") is a re	gistered ISO of Fifth Third Bank, N.A., 38 Fountain Square Plaza, Cincinnati, OH 4526	Page 4 of 5

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TERMINAL OTV PROVIDER PRINTER PROVIDER PIN PAD PROODE CODE Verifore Cits Vid20 Vip Enc 1 MER Image: Code I	Merchant's Business Name (Le								. I
LEXMINAL QI V CODE PM PAU CODE Verifice Cits V\$20 Vtp.Enc 1 MER INEW EXCHANCE INEW EXCHANCE Chier: Provider Code: Other: Provider Code: <td>SECTION 12 EQUIPMENT SETU</td> <td>P</td> <td></td> <td>CODE: NPC =</td> <td>NPC to ship ed</td> <td></td> <td>= Sales office to ship e</td> <td>quipment MER = Mer</td> <td></td>	SECTION 12 EQUIPMENT SETU	P		CODE: NPC =	NPC to ship ed		= Sales office to ship e	quipment MER = Mer	
Verligne Cits Vis520 Vip Enc 1 MER INEW IEXCHANGE Other: Provider Code: Other: Provider Code: Other: Provider Code: Other: Provider Code: Other: Provider Code: Provider Code: Provider Code: Outpersonation Soft TWARE NAME Publisher Provider Code: Provider Code: Provider Code: Outpersonation Soft TWARE NAME Publisher Publisher Provider Code: Provider Code: Outpersonation Soft TWARE NAME Publisher Publisher Personation Publisher Personation Publisher Personation Publisher Personation Publisher Personation Publisher Publisher Personation Publisher	TERMINAL	QTY		PRIN	ITER		PIN I	PAD	
Other: INEW TEXCHANCE Cither: Provider Code: Other: INEW TEXCHANCE Courement software SOFTWARE NAME Provider Code: Other: INEW TEXCHANCE Courement software SOFTWARE NAME PUBLISHER VERSION INEW TEXCHANCE Courement software THE DEFAULT SELECTON WILL BE APPLIED FOR ANY OPTION NOT SELECTED BELOW TEAH ADVACE Courement software VES IN O Auto-Close+ YES IN O Part all work YES IN O Auto-Close Time for XES IN O EXSTANT Purchase YES IN O Cash Back YES IN O Provider VES IN O Cash Back YES IN O Bar Tab YES IN O Provider VES IN O Pale cash Back YES IN O Auto-Close Time for Alternate Funding I's Mordbard YES IN O Makin Amount EAST TRUE TO SONT Comments: Cuatom Header / Footer: Wirelease ID: Comments: Cuatom Header / Solt I's O aby Tork True To Sont Cosh Time for Alternate Funding I's O aby Tork Tork Tork Tork Tork Tork Tork Tork	Verifone Ctls Vx520 Vtn En	nc 1				CODE			
Other: Provider Code: Other: Provider Code: Other: Provider Code: eulpment soprtwane FORMATION SOFTWARE NAME PUBLISHER VERSION Provider Code: Provider Co									
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Certificate Of Completion

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Robert Smith

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Envelope Summary Events	Status	Timestamps
Envelope Sent Certified Delivered	Hashed/Encrypted Security Checked	11/11/2021 7:44:13 AM 11/15/2021 7:49:23 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	11/15/2021 7:49:34 AM
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Electronic Record and Signature Disclosure

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