## 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 Merchar	nt Association #:					
SECTION 1 MERCHANT BUSINESS INFORMATION								
Business Legal Name: (Must Match Business Tax Return DENTS AWAY LLC	n Name)	Contact Name: ASHLEY BISHOP						
Business Name (DBA): ☐ Check here if DENTS AWAY	Corporate Headquarters	E-mail address: Website: DENTSAWAY.GENIE@GMAIL.COM						
Business Location Address: 327 E 74TH STREET		Business Billing Address: (if d 4920 ELMORE RD	ifferent from location	n address)				
City, State, Zip: LUBBOCK, TX, 79404		City, State, Zip: MEMPHIS, TN, 38128						
Phone #: Fax #: (210) 853-2488		Phone #: (210) 853-2488	Fax #:					
Federal Tax ID #: 85-2099956			1					
SECTION 2 BENEFICIAL/CONTROL OWNERSHIP INFORM To help the government fight financial crime, Federal regowners of certain legal entity customers. Legal entities confraud, and other financial crimes. Requiring the disclosur investigate and prosecute these crimes.  Type of Legal Entity:  Association/Estate/Trust	ulation requires certain t an be abused to disguis	e involvement in terrorist financ o own or control a legal entity (i.	cing, money launder e., the beneficial o	ing, tax evasion, corruption,				
□ Government (Federal/State	e/Local) ☑ LLC	☐ Private C ax-Exempt (501C) ☐ Publicly-	Corporation	- OLO Registered Entity				
Control Owner/Officer/Principal Name: Clinton Ashley Bishop	Title: Owner	DOB: 3/12/1974	SSN #: 409-55-0599	Ownership Percentage 33				
Home Address: 905 Maria Street		r, State, ZIP: mphis, TN 38122		Phone #: (901) 674-6094				
Beneficial Owner/Officer/Principal Name: Clinton Ashley Bishop	Title: Owner	DOB: 3/12/1974	SSN #: 409-55-0599	Ownership Percentage 33				
Home Address: 905 Maria Street		, State, ZIP: nphis, TN 38122		Phone #: (901) 674-6094				
Beneficial Owner/Officer/Principal Name: David Brennan	Title: Owner	DOB: 6/20/1976	SSN #: 361-54-5055	Ownership Percentage 33				
Home Address: 910 Redbird Lane		r, State, ZIP: n, TX 75013	<b>'</b>	Phone #: (214) 682-1546				
Beneficial Owner/Officer/Principal Name: Michael Sirmans	Title: Owner	DOB: 4/16/1975	SSN #: 255-57-5680	Ownership Percentage 33				
Home Address: 9028 Vance St		, State, ZIP: stminster, CO 80021		Phone #: (720) 518-4985				
Beneficial Owner/Officer/Principal Name:	Title:	DOB:	SSN #: 	Ownership Percentage				
Home Address:	City	, State, ZIP:	•	Phone #:				
SECTION 3 IMPORTANT DISCLOSURES  Merchant ackno	wledges receipt of NPC's	s documentation, which include	es Merchant Process	sing Agreement Ver.GEN.1119				
IMPORTANT MEMBER BANK RESPONSIBILITIES: (1) A products directly to a Merchant. (2) A Visa Member mus responsible for educating Merchants on pertinent Visa O Member is responsible for and must provide settlement freserve that are derived from settlement.  IMPORTANT MERCHANT RESPONSIBILITIES: (1) Ensur Maintain fraud and chargeback below thresholds. (3) Responsibilities listed above ensure the Merchant understands some important obligation authority should the Merchant have any problems.	Visa Member is the only to be a principal (signer) to be a principal (signer) to perating Regulations without to the Merchant. (  The compliance with cardreview and understand the do not supersede the te	y entity approved to extend acc to the Merchant Agreement. (3 th which Merchants must comp 5) The Visa Member is respons nolder data security and storage e terms of the Merchant Agreeme erms of the Merchant Agreeme that the Visa Member (Acquire	eptance of Visa b) The Visa Member ply. (4) The Visa sible for all funds he e requirements. (2) ment. (4) Comply w nt and are provided	is Id in Id in Strict Symmes Township, Of to (888) 208-7231				
Signature may be evidenced by facsimile)		<mark>Name (please print)</mark> Clinton Ashley	Bishop	Date 8/31/2020				

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

DocuSign Envelope ID: 67499BA0-1CD3-42B9-9EBA-286C53ACFDD9 Merchant's Business Name (Legal): DENIS AWAY LLC SECTION 4 BUSINESS PROFILE AND ASSUMPTIONS □ Ownership or Legal Entity Close NPC Existing MID#: Close Date Existing MID: Open Date: 6/1/2020 Change % Card % Card % Imprint Annual Volume 0 0 \$800,000.00 95 95 % B2B (Visa/MC/DS/AX): Present Swipe (Manually Keyed) % of % Card Not Average Ticket \$1,500.00 5 % MOTO 5 % Internet 0 0 International (Visa/MC/DS/AX): Present Cards Highest Ticket \$8,500.00 Total 100% (Visa/MC/DS/AX): Add'l. Location 1st Location MID:520003762414 □ Never Accepted Cards □ Processor Change - How many processing statements are you including? Refund in 30 REFUND POLICY No Type of Goods/ Merchandise exchange only Automotive Body Repair Shops Refund Service Sold: (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 Electronic - □ YES ☑ NO POS Terminal 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 ☑ Combined □ By Batch Deposit Time Frame: □ Premium ACH ☑ Alternate Funding\* Deposit Type: 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 #2:

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0

8

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4

7

3

7

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7

2

Routing #1:

Account #1:

Account #2:

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DDA Account Type: 

☑ Checking

DDA Account Type: ☐ Checking

□ Savings

If a second account, this account is used for:

□ Discount □ Fees □ Credits □ Chargebacks

□ Savings

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SECTION 7 FEE SCHEDULE																
APPLICATION ☐ Tiered^ TYPE: ☐ Interch	ange#		lat Rat ash A	te <sup>¥</sup> dvance	)	[	DISCOUNT: ☐ Daily ☐ All Cards ☐ Other Cards ☐ Debit Card Only									
BUSINESS TYPE																
VISA/MASTERCARD/DISCO Rate Categor	OVER (\	•					saction Fee					Discount	Discount Rate		action Fee	
Base				0.50	%	\$	0.10	Base					0.50	) %	\$	0.10
Mid-Qualified <sup>1</sup> (Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants) + 0.00 % + \$ 0.00			0.00	Mid-G	Mid-Qualified <sup>1</sup>					%	+\$	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 (Same as V/MC/D Discount Rate if left blank)	3 Legulated	d Only <sup>6</sup> □		0.00	%	+\$	0.00				Mis	cellaneous Pro	duct Fees	3		
		sting Fe			%	\$		□ Wireless Service³			Manufall Lines					
Qualified Rewards <sup>5</sup>	,			Same as Visa/MC/ Discover		/isa/MC/ Discover	Quar	ntity	\$ \$	Setup Fee	Monthly Hosting Fee \$	Transaction + \$	Transaction Fee + \$			
Transaction fees are charged	for all tr	ansaction	n auth	ıthorization a		Transaction Fee ittempts.		⊟ Micı	ros³		L.					
<sup>1</sup> Added to Base discount rate <sup>2</sup> Added to applicable Mid-Qua				transa	ctio	n fee		Quar	ntity	S	Setup Fee	Monthly Hosting Fee	Transaction	n Fee		
<sup>3</sup> Transaction fee is in addition Qualified transaction fee, rega							or Non-			\$		\$	+\$ 0.	00		
<sup>4</sup> Debit Network Interchange, s	ponsors	hip, swite	ch and	d gatew	ay f	ees,		□ Inte	rnet S	Serv	vices³					
miscellaneous fees will be assessed or allocated to Merchant at the then currer rate determined in accordance with NPC's standard operating procedures.  Same as Mid-Qualified discount rate if left blank for the applicable Reward					Quantity		S	Setup Fee	Monthly Hosting Fee	Transactio	n Fee	Ва	atch Fee			
categories collected by NPC (Not Applicable for Retail Key Entel Internet, DialPay Merchants).									\$	+\$		\$				
*TIERED MERCHANTS ONLY - Commercial Card transactions that do not meet the requirements to qualify for preferred rates will be assessed an additional fee of 0.50% (0.0050) on such sales volume. Regulated applies to all Base NON PIN debit transactions from issuers that are not exempt pursuant to 12 CFR 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														other fe	es will	l be
assessed or allocated to Merc  * FLAT RATE MERCHANTS ON	NLY - CA	RD ORG	ANIZA	TION F	EES	: All								es rela	ited to	
International transactions. Do							S IZ NO	If Yes	Fyisti	ina	American F	xnress Account Nu	mher			
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 ☐ 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 F	EES									_						
Batch Fee	\$0.00	/per bate	ch				Data.com		\$0.00 \$0.00			□PCI Program F				inual
ACH DBA Change Fee On File Fee	\$25.00 \$8.00	/each /month			□Minimum Bill					CI	harged in the	Regulatory and		\$0.00		onth
Card Brand Usage Fee (NABU) - MasterCard²	\$0.06	/each		□Gro	oup 1	Annu	al	;	\$0.00	Se	onth of eptember	Compliance Fee⁵		\$0.00	/an	inual
Card Brand Usage Fee (NABU) - Visa <sup>2</sup>	\$0.06	/each		⊢ □Ser	mi Annual Fee				\$0.00	M		Monthly⁴  □Advantage Buyer Program *		\$10.9		onth onth
Retrieval Request	\$15.00	/each		-						6 m	6 months	PCI DSS Non-Validation Fee				
Voice Authorization Fee	\$1.95	/each			robo	nt Tr	ainina		ድብ ብብ	thereafter /once	IVR Authorization					
Chargeback Fee	\$25.00	/each			Merchant Training Welcome Kit						/once □Early Deconvers		rsion Fee <sup>1</sup>	sion Fee <sup>1</sup> \$375.00 /once		ice
Return ACH(s) are subject to a \$25.00 fee for each occurrence.  ¹The 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.  ²The 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.  ³See Schedule I of the Terms and Conditions for additional information.																
Merchant may be charged a	PCI Non	-Complia	anca f	عو ∩f ¢ ·	10 0	15 ne	month nor	MID D	معدما	re	for to Section	n 6 G of the Terme	and Conditi	one		

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Merchant's Business Name (Legal): DENIS AWAY LLC

EATION A LIN	I MUTED DEDOCMAL	OLIADANTI/ AND	ODEDIT INFORMATION	ALITUODITATIO
FCHON 9 UN	II IMITED PERSONAL	GUARANTY AND	CREDIT INFORMATION	AUTHORIZATIO

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)

Home Address

City, State, ZIP:

Date of Birth:

Social Security Number:

Phone #:

## 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 individuals) 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.1119) 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 may be evidenced by facsimile)

<mark>Name (please print)</mark> Clinton Ashley Bishop

8/31/2020

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DocuSign Envelope ID: 67499BA0-1CD3-42B9-9EBA-286C53ACFDD9 Merchant's Business Name (Legal): DENIS AWAY LLC PROVIDER CODE: NPC = NPC to ship equipment SOF = Sales office to ship equipment MER = Merchant owned SECTION 12 EQUIPMENT SETUP PROVIDER **PROVIDER** PROVIDER **PRINTER TERMINAL** OTY PIN PAD CODE CODE CODE Verifone Ctls Vx520 Vtp Enc □NEW □EXCHANGE MER □NEW □EXCHANGE □NEW □EXCHANGE Other: Other: Provider Code: 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 ri<u>ority</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?  $\square$ NO **ØYFS** ☐ 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.

Fulfillment House Name and Address: Fulfillment House Contact Information: Is Fulfillment House PCI DSS Compliant? □YES ☑NO % of shipments by this vendor

□Industrial Building □Trade Show Location Type: ☑Retail Store Front ☐Office Building □Residence

If Fulfillment House is used, please complete the following:

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Application Sales Sales Rep Morgan Wither Organization: IMPACT PAYSYSTEM LLC Date: 8/25/2020 Signature:

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