

# 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) HOMER SKELTON FORD OF MILLINGTON		Contact Name: RODNEY MCGUIRE	
Business Name (DBA): <input type="checkbox"/> Check here if Corporate Headquarters HOMER SKELTON FORD MILGTON FINANC		E-mail address: RODNEY@HOMERSKELTONFORD.COM	Website: WWW.MILLINGTONFORD.COM
Business Location Address: 9030 HWY 51		Business Billing Address: (if different from location address) PO BOX 726	
City, State, Zip: MILLINGTON, TN, 38053		City, State, Zip: OLIVE BRANCH, MS, 38654	
Phone #: (901) 873-3673	Fax #:	Phone #: (662) 890-8817	Fax #:
Federal Tax ID #: 26-3951426			

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	
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: Michelle Chapman	Title: President	DOB: 6/23/1969	SSN #: 413-35-5269	Ownership Percentage 100
Home Address: 4535 Springmeadow Way S	City, State, ZIP: Olive Branch, MS 38654		Phone #: (901) 246-4447	
Beneficial Owner/Officer/Principal Name: Michelle Chapman	Title: President	DOB: 6/23/1969	SSN #: 413-35-5269	Ownership Percentage 100
Home Address: 4535 Springmeadow Way S	City, State, ZIP: Olive Branch, MS 38654		Phone #: (901) 246-4447	
Beneficial Owner/Officer/Principal Name:	Title:	DOB:	SSN #:	Ownership Percentage
Home Address:	City, State, ZIP:		Phone #:	
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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 <i>Michelle Chapman</i>	Name (please print) Date <i>Michelle Chapman</i> 7/26/12

Merchant's Business Name (Legal): HOMER SKELTON FORD OF MILLINGTON

**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) \_\_\_\_\_ Guarantor Name: Michelle Chapman Date of Signature: \_\_\_\_\_

Home Address: 4535 Springmeadow Way S City, State, ZIP: Olive Branch, MS 38654

Date of Birth: 6/23/1969 Social Security Number: 413-35-5269 Phone #: (901) 246-4447

**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**

Signature (Signature may be evidenced by facsimile) *Michelle Chapman* Name (please print) Michelle Chapman Date 7/26/22

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Bank # or Merchant Association #:

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Business Legal Name: (Must Match Business Tax Return Name) HOMER SKELTON FORD INC		Contact Name: RODNEY MCGUIRE	
Business Name (DBA): CONSIGNIT USED CARS		E-mail address: RODNEY@HOMERSKELTONFORD.COM	Website:
Business Location Address: 7280 CRAFT GOODMAN RD		Business Billing Address: (if different from location address) PO BOX 726	
City, State, Zip: OLIVE BRANCH, MS, 38654		City, State, Zip: OLIVE BRANCH, MS, 38654	
Phone #: (662) 890-8817	Fax #:	Phone #: (662) 890-8817	Fax #:
Federal Tax ID #: 64-0775981			

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Signature (Signature may be evidenced by facsimile) X <i>Michelle Chapman</i>	Date 7/26/22	

Merchant's Business Name (Legal): HOMER SKELTON FORD INC

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Authorized Signature of Guarantor: (Do Not Include Title) \_\_\_\_\_ Guarantor Name: Michelle Chapman Date of Signature: \_\_\_\_\_

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**MERCHANT**  
Signature (Signature may be evidenced by facsimile) \_\_\_\_\_ Name (please print) Michelle Chapman Date: 7/26/22

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Bank # or Merchant Association #:

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Business Name (DBA): <input type="checkbox"/> Check here if Corporate Headquarters HOMER SKELTON FORD MILGTON SERVIC		E-mail address: RODNEY@HOMERSKELTONFORD.COM	Website: WWW.MILLINGTONFORD.COM
Business Location Address: 9030 HWY 51		Business Billing Address: (if different from location address) PO BOX 726	
City, State, Zip: MILLINGTON, TN, 38053		City, State, Zip: OLIVE BRANCH, MS, 38654	
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Home Address: 4535 Springmeadow Way S		City, State, ZIP: Olive Branch, MS 38654	SSN #: Ownership Percentage 100
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<p>Signature (Signature may be evidenced by facsimile) X <i>Michelle Chapman</i></p>		
Name (please print) <i>Michelle Chapman</i>		Date <i>7/26/12</i>



Merchant's Business Name (Legal): HOMER SKELTON FORD OF MILLINGTON

**SECTION 4 BUSINESS PROFILE AND ASSUMPTIONS**

<input type="checkbox"/> Ownership or Legal Entity Change	Close NPC Existing MID#:	Close Date Existing MID:	Open Date: 7/1/2009
Annual Volume (Visa/MC/DS/AX): \$4,000,000.00	% Card Present 99	% Card Swipe 99	% Imprint (Manually Keyed) 0
Average Ticket (Visa/MC/DS/AX): \$2,500.00	% Card Not Present 1	% MOTO 1	% Internet 0
Highest Ticket (Visa/MC/DS/AX): \$10,000.00	Total 100%		% of International Cards 0
<input checked="" 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:	Car and Truck Dealers (New and Used) Sales, Service, Repairs, Parts, and Leasing		
MCC: 5511	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 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 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 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 8 4 2 0 1 2 7 8	DDA Account Type: <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings
Account #1: 7 9 7 7 4 6 9 1	
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

Merchant's Business Name (Legal): HOMER SKELTON FORD OF MILLINGTON

**SECTION 7 FEE SCHEDULE**

<b>APPLICATION TYPE:</b>	<input type="checkbox"/> Tiered <sup>^</sup>	<input type="checkbox"/> Flat Rate <sup>^</sup>	<b>DISCOUNT:</b>	<input type="checkbox"/> Daily	<b>CARD OPTIONS:</b>	<input type="checkbox"/> All Cards	<input type="checkbox"/> Other Cards
	<input checked="" type="checkbox"/> Interchange <sup>#</sup>	<input type="checkbox"/> Cash Advance		<input checked="" type="checkbox"/> Monthly		<input type="checkbox"/> Debit Card Only	
<b>BUSINESS TYPE</b>	<input checked="" type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Mail/Telephone Order <sup>™</sup> <input type="checkbox"/> Internet <sup>™</sup>						
<b>SUB BUSINESS TYPE</b>	<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 (VMC/D) Rate Category	Discount Rate	Transaction Fee	AMERICAN EXPRESS Rate Category*	Discount Rate	Transaction Fee
Base	0.15 %	\$ 0.05	Base	0.15 %	\$ 0.05
Mid-Qualified <sup>1</sup> <small>(Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants)</small>	+ 0.00 %	+\$ 0.00	Mid-Qualified <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

<b>Base Debit NON PIN-Based <sup>3</sup></b> <small>(Same as VMC/D Discount Rate if left blank)</small>	0.00 %	+\$ 0.00	<b>Miscellaneous Product Fees</b>		
<input checked="" type="checkbox"/> <b>Debit PIN-Based <sup>4</sup></b>	<input type="checkbox"/> <b>Regulated Only <sup>6</sup></b> <input type="checkbox"/>		<input type="checkbox"/> <b>Wireless Service <sup>3</sup></b>		
<b>Monthly Hosting Fee</b> \$ 0.00	0.30 %	\$ 0.10	Quantity	Setup Fee	Monthly Hosting Fee
		Same as Visa/MC/Discover Transaction Fee		\$	\$
<b>Qualified Rewards <sup>5</sup></b>	%				Transaction Fee
					+\$

<input type="checkbox"/> <b>Micros <sup>3</sup></b>	Quantity	Setup Fee	Monthly Hosting Fee	Transaction Fee
		\$	\$	+\$ 0.00
<input type="checkbox"/> <b>Internet Services <sup>3</sup></b>	Quantity	Setup Fee	Monthly Hosting Fee	Transaction Fee
		\$	\$	+\$
				Batch Fee
				\$

**\*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>7</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.

**\*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 8 OCCURRENCE FEES**

<input type="checkbox"/> Group Annual	\$99.00	Charged in the Month of <b>July</b>	On File Fee	\$10.00 /month	Voice Authorization Fee	\$1.95 /each	
<input type="checkbox"/> Regulatory & Compliance Fee <sup>4</sup>	\$90.00	Charged Annually in the 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 checked="" type="checkbox"/> Card Brand Usage Fee (NABU) - MasterCard <sup>2</sup>	\$0.06 /each		<input type="checkbox"/> Minimum Bill	\$30.00 /month	<input checked="" type="checkbox"/> Paper Statement	\$0.00 /month	
<input checked="" type="checkbox"/> Card Brand Usage Fee (NABU) - Visa <sup>2</sup>	\$0.06 /each		<input type="checkbox"/> Early Deconversion Fee <sup>1</sup>	\$375.00 /once	<input type="checkbox"/> Advantage Buyer Program	\$25.00 /month	
EMV Non-Enabled Fee <sup>5</sup>	Low Risk	0.03% of gross sales per month	<input type="checkbox"/> Semi Annual Fee	\$45.00	Charged in the Months of <b>July</b> and 6 months thereafter	<input type="checkbox"/> Dial Transaction Surcharge	\$0.08 /each
	Moderate Risk	0.08% of gross sales per month				Global FFE Auth	\$0.03 /each
	High Risk	0.20% of gross sales per month				TSYS FFE Auth	\$0.03 /each
<input type="checkbox"/> Signature Merchant Location Fee	\$2.50 /month		Retrieval Request	\$15.00 /each	<b>PCI PROGRAM</b>		
<input type="checkbox"/> Monthly Discount Adjustment	0.02% /per-item rate		Chargeback Fee	\$25.00 /each	<input checked="" type="checkbox"/> SaferPayments Basic <sup>3</sup>	\$8.00 /month	
<input type="checkbox"/> Application Fee	\$0.00 /once		<input type="checkbox"/> Welcome Kit	\$0.00 /once	<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 per MID if not in compliance with PCI Rules and Regulations. Please refer to Section 6.G of the Terms and Conditions.

<sup>4</sup>See Section 13 of the Terms and Conditions for additional information.

NPC.1121.CMA.MAG.T1137 (PR)

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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Merchant's Business Name (Legal): HOMER SKELTON FORD OF MILLINGTON

**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)		Guarantor Name: Michelle Chapman	Date of Signature:
Home Address 4535 Springmeadow Way S		City, State, ZIP: Olive Branch, MS 38654	
Date of Birth: 6/23/1969	Social Security Number:	Phone #: (901) 246-4447	

**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**

Signature (Signature may be evidenced by facsimile) x 	Name (please print) Michelle Chapman	Date 7/26/12
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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
Var-Dejavoo Creditapp	2	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

**EQUIPMENT OPTIONS** THE DEFAULT SELECTION WILL BE APPLIED FOR ANY OPTION NOT SELECTED BELOW

<input type="checkbox"/> <b>RETAIL/MOTO</b> 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 Time for Alternate Funding needs to be no later than 7:30 p.m. CST	<input type="checkbox"/> <b>Auto-Close++</b> <input type="checkbox"/> YES <input type="checkbox"/> NO TIME _____ <input type="checkbox"/> <b>Store N Forward</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> <b>Pre-Dial</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> <b>Cash Back</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> <b>Debit Cash Back</b> Max Amount _____	<input type="checkbox"/> <b>RESTAURANT</b> 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"/> <b>CASH ADVANCE</b> <input type="checkbox"/> <b>LODGING</b> <input type="checkbox"/> <b>FUEL</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <b>PASSWORD</b> 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 _____
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Custom Header / Footer: \_\_\_\_\_ Wireless ID: \_\_\_\_\_  
 Comments: \_\_\_\_\_

**EQUIPMENT SHIPPING INSTRUCTIONS** Required **ONLY** if ordered through NPC - Default shipping options (indicated by \*) will be applied for any option not selected below

Ship To:  Do Not Ship  Merchant Location \*  ISO Location  Other  1-3 Day  Over Night  Ground  Saturday  
 Priority \* \_\_\_\_\_  
 Attn: \_\_\_\_\_ Payment For Equipment Will Be:  
 Lease  Check  Cash  Visa  MC  
 Discover  Amex  30 day (Bill Group)  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 Special Instructions: \_\_\_\_\_  
 NPC TO REPROGRAM/TRAIN MERCHANT?  YES  NO  
 NPC TO SHIP WELCOME KIT?  YES  NO

**WELCOME KIT SHIPPING INSTRUCTIONS** Required if welcome kit is shipping to separate address from above

Ship To:  Merchant Location \*  ISO Location  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. <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>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 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
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If Fulfillment House is used, please complete the following:  
 Fulfillment House Name and Address: \_\_\_\_\_ Fulfillment House Contact Information: \_\_\_\_\_  
 Is Fulfillment House PCI DSS Compliant?  YES  NO \_\_\_\_\_ % of shipments by this vendor \_\_\_\_\_

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

Sales Organization: IMPACT PAYSYSTEM LLC Sales Rep Signature: \_\_\_\_\_ Application Date: 7/22/2022