



MERCHANT APPLICATION

1164 Vickery Lane, Suite 200
 Cordova, TN 38016
 Phone: 877-251-0778
 Fax: 901-692-9499

Please carefully complete the enclosed Application and read the attached Terms and Conditions and other additional forms, as applicable to you, which together make up the Merchant Processing Agreement. **Keep a Copy of the entire Application and the Terms and Conditions for your records.** NPC/Member Bank's acceptance of this Application will be made in a manner authorized in the attached Agreements.

Brett

520001251327

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

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Bank # or Merchant Association #:

MCC# 7333

SECTION 1 BUSINESS INFORMATION

Business Legal Name: (Must Match Business Tax Return Name) Lee Spencer Photography		Contact Name: Tammy Spencer	
Business Name (DBA): <input checked="" type="checkbox"/> Check here if Corporate Headquarters Lee Spencer Photography		Email address: Tammy@leespencerphoto.com	Website: www.leespencerphoto.com
Business Location Address: 607 South Main St STE B		Business Billing Address: (if different from location address)	
City, State, Zip: N. Canton, OH 44720		City, State, Zip:	
Phone #: (330) 499-1665	Fax #:	Phone #:	Fax #:

SECTION 2 OWNERSHIP INFORMATION

Ownership: <input checked="" type="checkbox"/> Sole Prop. <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Government (Federal/State/Local) <input type="checkbox"/> Tax-Exempt Organization (501C)					
Owner/Officer/Principal Name: Lee (Leland) Spencer III		Title: Owner	DOB: 8/24/64	SSN #: 276-74-8260	Federal Tax ID #: 276748260
Home Address: 510 Genoa Ave SW			City, State, Zip: Massillon, OH 44646		Phone #: (330) 478-2068

SECTION 3 BUSINESS PROFILE AND ASSUMPTIONS

<input type="checkbox"/> Ownership or Legal Entity Change	Close NPC Existing MID#:	Close Date Existing MID:	Open Date: 03/01/1996	Annual Volume (Visa/MC/DS/AX): \$44,000	Average Ticket (Visa/MC/DS/AX): \$390	Highest Ticket (Visa/MC/DS/AX): \$1,700	
<input type="checkbox"/> Add'l. Location 1st Location MID:	<input type="checkbox"/> Never Accepted Cards <input checked="" type="checkbox"/> Processor Change - How many processing statements are you including? W						
99 % Card Present	1 % Card Not Present	99 % Card Swipe	0 % Imprint (Manually Keyed)	1 % MOTO	0 % Internet	0 % B2B	0 % of International Cards
Type of Goods/Service Sold: Commercial Photography	REFUND POLICY (Check One): <input type="checkbox"/> No Refund <input type="checkbox"/> Refund in 30 days or less <input checked="" 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 4 IMPORTANT DISCLOSURES Merchant acknowledges receipt of NPC documentation, which includes Merchant Processing Agreement Ver.GEN.0115

<p>IMPORTANT MEMBER BANK RESPONSIBILITIES: (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>IMPORTANT MERCHANT RESPONSIBILITIES: (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>MEMBER BANK: Fifth Third Bank c/o Vantiv, Inc. 8500 Governors Hill Drive Symmes Township, OH 45249 (866) 250-9764</p>
Signature (Signature may be evidenced by facsimile) X <i>Leland Spencer</i>	Name (please print) Leland Spencer	Date 10/14/2015

SECTION 5 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.

Merchant's Business Name (Legal): Lee Spencer Photography

SECTION 6 COMPLIANCE INFORMATION

Do you (MERCHANT) have a 3rd party software application/gateway or POS Terminal Are you compliant with the Payment Card Industry Data Security Standards? YES NO

If yes, identify Security Assessor and certificate number: _____ Last Certification Date: _____

Have you been notified by Visa, MasterCard or Discover that you have been the victim of a compromise of cardholder data? YES NO

If yes, have you completed remediation? YES NO

Do you store cardholder data? Paper - YES NO Electronic - YES NO

Third Party Software/Gateway Vendor Name and Address: eProcessingNetwork.com Houston, TX

Third Party Software/Gateway Vendor Contact Information: _____

Version # On Line Terminal (ASP) _____ Merchant data to which this vendor has access: _____

Does software store cardholder information? YES NO Is Third Party Software/Gateway PCI DSS and/or PA DSS compliant? YES 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 35 of the Terms and Conditions and the applicable fees are set forth in Section 11. All gateway or other vendor supplied software must be compliant with the Payment Application Data Security Standard rules ("PA DSS").

SECTION 7 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 **PLEASE SUPPLY VOIDED PREPRINTED CHECK OR BANK LETTER FOR EACH ACCOUNT REQUESTED**

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.

Routing #1

0	4	4	1	1	5	0	9	0
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 DDA Account Type: Checking Savings

Account #1

0	1	0	3	9	7	2	0	6	2	2									
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Routing #2

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 DDA Account Type: Checking Savings

Account #2

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 If a second account, this account is used for: Discount Fees Credits Chargebacks

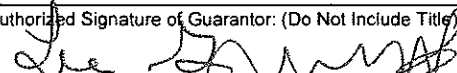
SECTION 8 CHECK/ ACH SERVICES

If Check Services are selected and by signing Merchant Processing Agreement, Merchant agrees to accept Check Services pursuant to, and to be bound by, the terms and conditions for Check products acceptance as stated in the Merchant Processing Agreement or as provided by Check services provider, SPS-EFT, or other service provider. Member Bank is not providing the Check/ACH Services. Merchant must be approved by NPC and its service provider, SPS-EFT, or by other service provider. ++ For Non-Guarantee checks \$10,000 and greater: A premium of 0.10% (ten basis points) will be charged in addition to the discount rate. ^^^These fees apply per account.

Check Service	Discount Rate	Transaction Fee	Check Service	Discount Rate	Transaction Fee	Other Check21 Fees
<input type="checkbox"/> Check Conversion w/Guarantee			<input type="checkbox"/> Check21 POS - Guarantee <input type="checkbox"/> Check21 POS - Non-Guarantee**			Check21 Return Fee^^: \$5.00
<input type="checkbox"/> Check Conversion w/o Guarantee			<input type="checkbox"/> Check21 Remote - Guarantee <input type="checkbox"/> Check21 Remote - Non-Guarantee**			Monthly Check21 Access Fee^^: \$5.00
<input type="checkbox"/> Paper Check w/ Guarantee			<input type="checkbox"/> Check21 POS Payroll option - Guarantee: Discount Rate + 3% premium <input type="checkbox"/> Check21 POS Payroll option - Non-Guarantee: Discount Rate + 1% premium			<input type="checkbox"/> Monthly Billing
# of Checks Monthly:	Average Amount:	Largest Check Amount:	Monthly Service Fee^^:	Batch Fee:	Monthly Minimum^^:	Annual Fee^^: \$59.95 Termination Fee^^: \$125.00

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 10 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) 

Name of Guarantor: (Do Not Include Title) Leland Spencer

Social Security #: _____ Date of Signature: 10/14/2015

SECTION 10 SCHEDULE OF FEES

APPLICATION Tiered* Flat Rate* DISCOUNT: Daily Monthly CARD OPTIONS: All Cards Other Cards
 TYPE: Interchange+ Cash Advance Monthly Debit Card Only

BUSINESS TYPE Retail Restaurant Mail/Telephone Order** Internet**
 SUB BUSINESS TYPE Retail Key Entered** DialPay Capture** MOTO/CardSwipe** Large Ticket

VISA/MASTERCARD/DISCOVER (V/MC/D) Rate Category	Discount Rate	Transaction Fee	AMERICAN EXPRESS Rate Category*	Discount Rate	Transaction Fee
Base	.2 %	\$ 0.10	Base	.2 %	\$ 0.10
Mid-Qualified ¹ (Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants)	+ %	+\$	Mid-Qualified ¹	+ %	+\$
Non-Qualified ²	+ %	+\$	Non-Qualified ²	+ %	+\$
Base Debit NON PIN-Based ³ (Same as V/MC/D Discount Rate if left blank for the applicable Regulated Only ⁶ <input type="checkbox"/>)	%	+\$	<input type="checkbox"/> Wireless Service ³ Quantity Setup Fee Monthly Hosting Fee Transaction Fee \$ \$ \$ \$ \$+\$		
<input type="checkbox"/> Debit PIN-Based ⁴ Monthly Fee \$	%	\$			
Qualified Rewards ⁵	%	Same as Visa/MC/Discover Transaction Fee	<input type="checkbox"/> Internet Services/Micros ³ Quantity Setup Fee Monthly Hosting Fee Transaction Fee \$ \$ \$ \$ \$+\$		

Transaction fees are charged for all transaction authorization attempts. ¹Added to Base discount rate and transaction fee. ²Added to applicable Mid-Qualified discount rate and transaction fee. ³Transaction fee is in addition to the applicable Base, Mid-Qualified, or Non-Qualified transaction fee, regardless of transaction qualification. ⁴Debit Network Interchange, sponsorship, switch and gateway fees, and any miscellaneous fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures. ⁵Same as Mid-Qualified discount rate if left blank for the applicable Reward categories collected by NPC. (Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants).

***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. ⁶Regulated applies to all Base NON PIN debit transactions from issuers that are not exempt pursuant to 12 CFR Part 235. NON PIN debit transactions from exempt issuers will fall under the Base V/MC/D discount rate. If a rate is identified but the Regulated Only box is not checked, then this rate applies to all Base NON PIN debit transactions. **If the Retail Key Entered/MOTO/Internet/DialPay Business Type is selected, Rewards cards will be charged discount rates plus 0.11% (0.0011) on all transactions. NPC's processing fees and Card Brand interchange fees are included in the discount rate. All other Card Brand fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures.

*** INTERCHANGE MERCHANTS ONLY - CARD ORGANIZATION FEES:**
 Visa, MasterCard and Discover Interchange fees, assessments and other fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures.

*** FLAT RATE MERCHANTS ONLY - CARD ORGANIZATION FEES:**
 All fees are included in discount rate and transaction fee above except fees related to international transactions. Does not apply to American Express.

***AMERICAN EXPRESS** - Existing American Express Number YES NO If Yes, Existing American Express Account Number:
 Annual Estimated or Actual American Express Volume <\$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 11 OCCURRENCE FEES

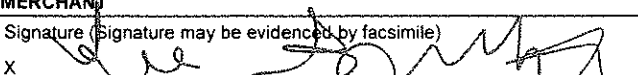
On File Fee \$7.00 /month	Retrieval/Chargeback \$15.00 /each	Paper Statement <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No /month
Batch Fee ^{††} \$0.04 /each	Minimum Bill \$0.00 /month	Advantage Buyer Program ³ <input type="checkbox"/> \$25.00 /month
Voice Auth/DialPay \$0.95 /each	Early Deconversion Fee ¹ \$50.00 /each	PCI Fee <input type="checkbox"/> \$90.00 /year OR <input type="checkbox"/> \$165.00 /year
ACH/DBA Change Fee \$25.00 /each	Card Brand Usage Fee (NABU) ² \$0.06 /each	<input checked="" type="checkbox"/> \$7.50 /month OR <input type="checkbox"/> \$13.75 /month
Annual Fee \$0.00 Charged in Month of _____	1099-K Reporting is provided at No Charge	Regulatory Accounting Assistance Program (RAAP) Fee ⁴ \$0.00 Charged Annually Month of <u>March</u>

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 6C of the Terms and Conditions. In addition to the EDF, you may also be subject to liquidated damages in accordance with the terms of Section 6C of the Terms and Conditions. If limited by state law, these fees may be modified in accordance with Section 6C 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. ^{††}Same as V/MC/D base transaction fee if left blank; if base V/MC/D transaction fee is left blank, the fee is \$0.30. ³See Schedule I of the Terms and Conditions for additional information. ⁴See Section 36 of the Terms and Conditions for additional information.

SECTION 12 MERCHANT ACKNOWLEDGEMENTS AND SIGNATURE

Merchant agrees to and accepts the terms and conditions set forth in this Application and the Terms and Conditions which are incorporated herein by reference (GEN 0115) 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 4 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 9 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)  Name (please print) Leland Spencer Date 10/14/2015

SECTION 13 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
					<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"/> RETAIL / MOTO 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++ <input type="checkbox"/> YES <input type="checkbox"/> NO TIME _____ Store N Forward <input type="checkbox"/> YES <input type="checkbox"/> NO Pre-dial <input type="checkbox"/> YES <input type="checkbox"/> NO Cash Back <input type="checkbox"/> YES <input type="checkbox"/> NO Debit Cash Bank Max Amount _____ ++ Auto-Close Time for Alternate Funding needs to be no later than 7:30 p.m. CST	<input type="checkbox"/> RESTAURANT 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"/> FAST PAY (FPS) <input type="checkbox"/> Both receipts signature line <input type="checkbox"/> Both receipts NO signature line <input type="checkbox"/> NO receipts under \$25.00	<input type="checkbox"/> CASH ADVANCE <input type="checkbox"/> LODGING FUEL <input type="checkbox"/> YES <input type="checkbox"/> NO PASSWORD 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: Merchant Location * ISO Location Other 1-3 Day Over Night Priority * Ground Saturday

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 14 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 checked="" 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 Owner/Officer Information Section, and witnessed their signing of the Agreement.	Business/Inventory/Shipments: 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 checked="" type="checkbox"/> Shipment Are good and services delivered <input type="checkbox"/> Digitally <input type="checkbox"/> Physically <input checked="" type="checkbox"/> Both If goods are shipped, is a Fulfillment House used? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<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 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 Owner/Officer Information Section.	

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

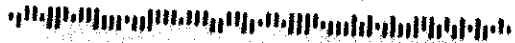
Sales Organization: _____ Sales Rep Signature: _____ Application Date: 10/14/2015

DIRECT CONNECT
P.O. BOX 6600
HAGERSTOWN, MD 21740

YOUR CARD PROCESSING STATEMENT

16647 1 A1 0.413
016647/000001/648260/A3STMT1MD/0001/16647/0000/110243 083 01 000000
LEE SPENCER PHOTOGRAPHY
B
440 N MAIN ST
NORTH CANTON OH 44720-2554

Page 1 of 6 **THIS IS NOT A BILL**
Statement Period **07/01/15 - 07/31/15**
Merchant Number **5315 5326 0200019**
Customer Service **800-747-6273**



SUMMARY An overview of account activity for the statement period.

Page 5	Amount Submitted	\$2,284.05
Page 5	Third Party Transactions	0.00
Page 5	Adjustments/Chargebacks	0.00
Page 5	Fees Charged	-\$72.06
Total Amount Funded to Your Bank		\$2,211.99

See page 2 for Key Definition of Terms

(Amount Submitted - Third Party) + Adjustments + Chargebacks + Fees Charged = Amount Funded

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

ATTENTION!
WE ARE EXCITED TO ANNOUNCE THE FREE INSIGHTICS EXPRESS SOLUTION!
YOU MAY ALREADY BE FAMILIAR WITH THE FIRST DATA INSIGHTICS(SM) SOLUTION, WHICH TRANSLATES YOUR TRANSACTION DATA INTO USEFUL INSIGHTS ABOUT YOUR CUSTOMERS, SALES, AND COMPETITORS.
INSIGHTICS UNLOCKS THE HIDDEN STORIES BEHIND YOUR BUSINESS, HELPING YOU GENERATE NEW BUSINESS THROUGH A BETTER UNDERSTANDING OF YOUR CUSTOMERS' SPENDING PATTERNS, TARGET YOUR MARKETING TO SPECIFIC CUSTOMER SEGMENTS, UNDERSTAND THE EFFECTIVENESS OF YOUR MARKETING TO IMPROVE FUTURE RESULTS, AND COMPARE SALES WITH OTHER SIMILAR BUSINESSES.

YOUR CARD PROCESSING STATEMENT

Merchant Number 5315 5326 0200019
 Customer Service 800-747-6273

Page 4 of 8
 Statement Period 07/01/15 - 07/31/15

SUMMARY BY CARD TYPE		(Total Sales You Submitted - Refunds = Total Amount You Submitted)				
Card Type	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted
		Items	Amount	Items	Amount	
MASTERCARD	\$502.52	2	\$1,005.03	0	0.00	\$1,005.03
VISA	\$145.55	3	\$436.65	0	0.00	\$436.65
VISA DEBIT	\$184.22	2	\$368.44	0	0.00	\$368.44
DISCOVER ACD	\$473.93	1	\$473.93	0	0.00	\$473.93
Total		8	\$2,284.05	0	0.00	\$2,284.05

AMOUNTS FUNDED BY BATCH		(Amount Submitted - Third Party) + Adjustments + Chargebacks + Fees Charged = Amount Funded				
Date Submitted	Batch Number	Submitted Amount	Third Party Transactions	Adjustments/Chargebacks	Fees Charged	Funded Amount
07/07/15	98018811527	\$175.73	0.00	0.00	0.00	\$175.73
07/14/15	98019511553	\$300.00	0.00	0.00	0.00	\$300.00
07/15/15	98019611541	\$50.00	0.00	0.00	0.00	\$50.00
07/21/15	98020211535	\$206.92	0.00	0.00	0.00	\$206.92
07/22/15	98020311515	\$1,077.47	0.00	0.00	0.00	\$1,077.47
07/24/15	98020511520	\$473.93	0.00	0.00	0.00	\$473.93
	Month End Charge	0.00	0.00	0.00	\$72.00	\$72.00
Total		\$2,284.05	0.00	0.00	\$72.00	\$2,211.00

YOUR CARD PROCESSING STATEMENT

Merchant Number 5315 5326 0200019
 Customer Service 800-747-6273

Page 6 of 6
 Statement Period 07/01/15 - 07/31/15

FEES CHARGED

Date	Type	Description	Volume	Rate	Total
07/31/15	CF	DUES & ASSESSMENTS			\$ 52
07/31/15	CF	NON-QUALIFIED INTERCHANGE FEE			\$ 33
07/31/15	CF	DSCV DATA USAGE FEE	1	\$ 0.0050	\$ 0.02
		Total Card Fees			\$ 85
07/31/15	MISC	SALES ITEMS	2	\$ 0.0500	\$ 0.10
		Total Miscellaneous Fees			\$ 0.10
Total (Miscellaneous Fees and Card Fees)					\$ 85.10

Fee Type Legend

MISC = Miscellaneous Fees
 CF = Card Fees

TAX CIRCULAR REPORTABLE SALES BY TIN

Total dollar amount of aggregate reportable payment card transactions based on fees being received by merchants for each processing period, without regard to any adjustments for credits, cash discounts, chargeback amount, fees, settlement amount, or any other amount per processor tax identification number.

Month	Description	Total
JUL	Gross Reportable Sales - TIN XXXX8260	\$ 264.06
	2015 YTD Gross Reportable Sales	\$ 12,969.77

YOUR CARD PROCESSING STATEMENT

Merchant Number 6315 5326 000010
 Customer Service 800 747 4278

Page 6 of 6

Statement Period 07/01/15 - 07/31/15

AMOUNTS SUBMITTED

Date Submitted	MASTERCARD	VISA	VISA DEBIT	DISCOVER ACQ	Total Submitted
07/31/15	\$1,025.03	\$436.05	\$368.44	\$473.93	\$2,284.05
Sub Totals	\$1,025.03	\$436.05	\$368.44	\$473.93	\$2,284.05
Total					\$2,284.05

THIRD PARTY TRANSACTIONS

Date	Description	Amount
	No Third Party Transactions for this Statement Period	
Total		0.00

AGREEMENTS/CHARGEBACKS

Date	Description	Amount
	No Agreements/Chargebacks for this Statement Period	
Total		0.00

FEES CHARGED

Date	Type	Description	Volume	Rate	Total
07/31/15	CF	MASTERCARD DISC 1	1005.03	0.02000	-20.10
07/31/15	CF	OTHER ITEM FEES	2	0.06000	-0.12
07/31/15	CF	DUES & ASSESSMENTS			-1.21
07/31/15	CF	NON-QUALIFIED INTERCHANGE FEE			-13.77
07/31/15	CF	LICENSE RATE	1005.03	0.0001500	-0.15
07/31/15	CF	NABU FEES	2	0.01950	-0.04
07/31/15	CF	CVC2 FEES			-0.01
07/31/15	CF	MC DIGITAL ENABLEMENT	1005.03	0.00010	-0.10
		VISA			
07/31/15	CF	DISC 1	436.65	0.02000	-8.73
07/31/15	CF	OTHER ITEM FEES	3	0.06000	-0.18
07/31/15	CF	NON-QUALIFIED INTERCHANGE FEE			-3.88
07/31/15	CF	ACQR PROCESSOR FEES	3	0.01950	-0.06
07/31/15	CF	FIXED NETWORK CNP FEE	2		-1.21
07/31/15	CF	KILOBYTE FEE			-0.01
07/31/15	CF	VISA CR DUES AND ASSESS	436.65	0.00130	-0.57
		VS OFLN DB			
07/31/15	CF	DISC 1	368.44	0.02000	-7.37
07/31/15	CF	OTHER ITEM FEES	2	0.06000	-0.12
07/31/15	CF	ACQR PROCESSOR FEES	2	0.01550	-0.03
07/31/15	CF	VISA DB DUES AND ASSESS	368.44	0.00110	-0.41
		DCVR ACQ			
07/31/15	CF	DISC 1	473.93	0.02000	-9.48
07/31/15	CF	OTHER ITEM FEES	1	0.06000	-0.06

P.O. BOX 6600, HAGERSTOWN, MD 21740


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YOUR CARD PROCESSING STATEMENT

DIRECT CONNECT

P.O. BOX 6600
HAGERSTOWN, MD 21740

YOUR CARD PROCESSING STATEMENT

17689 1 AT 6 413
0176890000010520571A25TMT1M00001176890000113279 087 01 000000
 **LEE SPENCER PHOTOGRAPHY**
B
440 N MAIN ST
NORTH CANTON OH 44720-2554

Page 1 of 6

THIS IS NOT A BILL

Statement Period **08/01/15 - 08/31/15**
Merchant Number **5315 5326 0200019**
Customer Service **800-747-6273**



Summary An overview of account activity for the statement period.

Page 5	Amount Submitted	\$3,125.15
Page 5	Third Party Transactions	0.00
Page 5	Adjustments/Chargebacks	0.00
Page 5	Fees Charged	-\$102.27
Total Amount Funded to Your Bank		\$3,022.88

See page 2 for Key Definition of Terms

(Amount Submitted - Third Party) + Adjustments + Chargebacks + Fees Charged = Amount Funded

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT ATTENTION!

THE VARIOUS CARD ORGANIZATIONS HAVE ESTABLISHED THE PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS (PCI-DSS) TO PROTECT AND SECURE CARDHOLDER DATA. PCI-DSS COMPLIANCE IS A REQUIREMENT FOR ALL MERCHANTS. IF YOU DON'T ILLUSTRATE THAT YOU HAVE BEEN CERTIFIED BY 10/31/15, THEN YOU WILL BE CHARGED A \$34.95 MONTHLY NONCOMPLIANCE FEE EACH MONTH BEGINNING 10/2015 UNTIL THE PCI DSS CERTIFICATION PROCESS HAS BEEN COMPLETED. PLEASE COMPLETE YOUR PCI VALIDATION BY GOING TO MAXPCICOMPLY.COM OR BY CALLING 1-800-803-8515.

HAVE YOU CONVERTED? YOUR POS CREDIT CARD TERMINALS AND ACCEPTANCE DEVICES MUST ACCEPT NEW CHIP-AND-PIN/CHIP-AND-CHOICE CARDS BY OCTOBER 1. THIS IS FOR THE PROTECTION OF YOUR BUSINESS AND

P.O. BOX 6600, HAGERSTOWN, MD 21740

P.O. BOX 6600, HAGERSTOWN, MD 21740

08/31/15 10:00 AM

YOUR CARD PROCESSING STATEMENT

Merchant Number 5315 5326 0200019
 Customer Service 800-747-6273

Page 4 of 6

Statement Period 08/01/15 - 08/31/15

SUMMARY BY CARD TYPE

(Total Sales You Submitted - Refunds = Total Amount You Submitted)

Card Type	Average Ticket	Total Gross Sales You Submitted		Refunds		Total Amount You Submitted
		Items	Amount	Items	Amount	Amount
MASTERCARD	\$657.00	1	\$657.00	0	0.00	\$657.00
VISA	\$618.59	3	\$1,855.77	0	0.00	\$1,855.77
VISA DEBIT	\$303.53	1	\$303.53	0	0.00	\$303.53
DISCOVER ACO	\$154.43	2	\$308.85	0	0.00	\$308.85
Total		7	\$3,125.15	0	0.00	\$3,125.15

AMOUNTS FUNDED BY BATCH

(Amount Submitted - Third Party - Adjustments - Chargebacks + Fees Charged = Amount Funded)

Date Submitted	Batch Number	Submitted Amount	Third Party Transactions	Adjustments/ Chargebacks	Fees Charged	Funded Amount
08/05/15	98021711545	\$1,178.28	0.00	0.00	0.00	\$1,178.28
08/19/15	98023111538	\$446.85	0.00	0.00	0.00	\$446.85
08/26/15	98023811532	\$710.25	0.00	0.00	0.00	\$710.25
08/27/15	98023911499	\$303.53	0.00	0.00	0.00	\$303.53
08/28/15	98024011516	\$466.24	0.00	0.00	0.00	\$466.24
	Month End Charge	0.00	0.00	0.00	-\$102.27	-\$102.27
Total		\$3,125.15	0.00	0.00	-\$102.27	\$3,022.88

YOUR CARD PROCESSING STATEMENT

Merchant Number 5315 5326 0200019
 Customer Service 800-747-6273

Page 5 of 5
 Statement Period 08/01/15 - 08/31/15

AMOUNTS SUBMITTED

Date Submitted	MASTERCARD	VISA	VISA DEBIT	DISCOVER ACQ	Total Submitted
08/31/15	\$657.00	\$1,855.77	\$300.00	\$306.83	\$3,119.60
Sub Totals	\$657.00	\$1,855.77	\$300.00	\$306.83	\$3,119.60
Total					\$3,119.60

THIRD PARTY TRANSACTIONS

Date	Description	Amount
	No Third Party Transactions for this Statement Period	\$0.00
Total		\$0.00

ADJUSTMENTS/CHARGEBACKS

Date	Description	Amount
	No Adjustments/Chargebacks for this Statement Period	\$0.00
Total		\$0.00

FEES CHARGED

Date	Type	Description	Volume	Fee	Total
		MASTERCARD			
08/31/15	CF	DISC 1	657.00	\$20.16	-\$20.16
08/31/15	CF	OTHER ITEM FEES	1	\$0.00	-\$0.00
08/31/15	CF	DUES & ASSESSMENTS	1	\$0.00	-\$0.00
08/31/15	CF	NON-QUALIFIED INTERCHANGE FEE	1	\$0.00	-\$0.00
08/31/15	CF	LICENSE RATE	657.00	\$20.16	-\$20.16
08/31/15	CF	NABU FEES	1	\$0.00	-\$0.00
08/31/15	CF	MC ICA AVS CARD NOT PRSNT	1	\$0.00	-\$0.00
08/31/15	CF	MC DIGITAL ENABLEMENT	657.00	\$20.16	-\$20.16
		VISA			
08/31/15	CF	DISC 1	1855.77	\$57.73	-\$57.73
08/31/15	CF	OTHER ITEM FEES	1	\$0.00	-\$0.00
08/31/15	CF	NON-QUALIFIED INTERCHANGE FEE	1	\$0.00	-\$0.00
08/31/15	CF	ACQR PROCESSOR FEES	1	\$0.00	-\$0.00
08/31/15	CF	FIXED NETWORK CNP FEE	1	\$0.00	-\$0.00
08/31/15	CF	KILOBYTE FEE	1	\$0.00	-\$0.00
08/31/15	CF	VISA CR DUES AND ASSESS	1855.77	\$57.73	-\$57.73
		VS OFLN DB			
08/31/15	CF	DISC 1	300.00	\$9.38	-\$9.38
08/31/15	CF	OTHER ITEM FEES	1	\$0.00	-\$0.00
08/31/15	CF	ACQR PROCESSOR FEES	1	\$0.00	-\$0.00
08/31/15	CF	VISA DB DUES AND ASSESS	300.00	\$9.38	-\$9.38
		DCVR ACQ			
08/31/15	CF	DISC 1	306.83	\$9.41	-\$9.41
08/31/15	CF	OTHER ITEM FEES	1	\$0.00	-\$0.00

YOUR CARD PROCESSING STATEMENT

Merchant Number 5315 5326 0200019
 Customer Service 800-747-8273

Page 6 of 6

Statement Period 08/01/15 - 08/31/15

FEES CHARGED

Date	Type	Description	Volume	Rate	Total
08/31/15	CF	DUES & ASSESSMENTS			-0.94
08/31/15	CF	NON-QUALIFIED INTERCHANGE FEE			-0.78
08/31/15	CF	DSCV DATA USAGE FEE	1	0.0150	-0.04
		Total Card Fees			-1.76
08/31/15	MISC	SALES ITEMS	1	0.0000	-0.55
		Total Miscellaneous Fees			-0.55
		Total (Miscellaneous Fees and Card Fees)			-2.31

Fee Type Legend

MISC = Miscellaneous Fees
 CF = Card Fees

TAX GROSS REPORTABLE SALES BY TIN

Total dollar amount of aggregate reportable payments card transactions funded and third party network transactions for each participating processor, without regard to any adjustments for credits, cash settlements, payment credits, fees, returned payments, or any other amounts per processor tax identification number.

Month	Description	Total
AUG	Gross Reportable Sales - TIN XXXX8260	\$3,125.75
	2015 YTD Gross Reportable Sales	\$10,094.86

AMENDMENT TO MERCHANT PROCESSING AGREEMENT

This AMENDMENT TO MERCHANT PROCESSING AGREEMENT ("Amendment") is entered into by National Processing Company ("NPC"), Fifth Third Bank ("Member Bank"), and Lee Spencer Photography ("Merchant"), and shall not become binding or effective until executed by Merchant and approved by Processor and Member Bank as determined by Processor and Member Bank in their sole discretion.

WHEREAS, NPC, Member Bank, and Merchant have entered into a Merchant Processing Agreement(s), including the merchant application and the terms and conditions of the Merchant Processing Agreement ("Agreement"), under which NPC and Member Bank provide merchant processing services to Merchant and Merchant pays certain fees to NPC and Member Bank in connection therewith; and

WHEREAS, the parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed to them in the Agreement.
2. Any references to Liquidated Damages as referenced on the Merchant Application shall be deleted.
3. Section 6.C (ii) of the Merchant Agreement is hereby amended by deleting it in its entirety.
4. Section 6.C (iii) of the Merchant Agreement is hereby amended by deleting the first and second sentences in their entirety and replaced so that the first sentence states the following:

Notwithstanding the foregoing, the Early Deconversion Fee will not exceed the maximum amount set forth by applicable law.

5. Miscellaneous. The Merchant Agreement, as amended hereby, constitutes the entire agreement between the parties as to the subject matter thereof, and any other representations, inducements, promises, or agreements not contained therein or herein, written or oral, shall be of no force and effect as to the subject matter thereof. The Merchant Agreement, as amended hereby, shall continue in full force and effect. If any provision of this Amendment is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Amendment or of the Merchant Agreement.

IN WITNESS HEREOF, the Merchant has executed this Amendment which shall become binding and effective as set forth above.

MERCHANT

By: 

Print Name: Leland Spencer

Title: Owner

Date: 10/14/15

4543

56-1536/ARI
0108172652

DATE _____

LEE SPENCER PHOTOGRAPHY

460 N MAIN ST. STE B
NORTH CANTON, OH 44720-2514
330-499-1865

\$ _____

PAY TO THE
ORDER OF _____

DOLLARS



huntington.com

MMMC

⑆0441150901⑆ 0103972062104543

MP