

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) HABITAT FOR HUMANITY OF GREATER		Contact Name: CAITLIN COX	
Business Name (DBA): HFHGM RESTORE ECOMM		<input type="checkbox"/> Check here if Corporate Headquarters	E-mail address: CCOX@MEMPHISHABITAT.COM
Business Location Address: 7136 WINCHESTER		Business Billing Address: (if different from location address) 7136 WINCHESTER	
City, State, Zip: MEMPHIS, TN, 38128		City, State, Zip: MEMPHIS, TN, 38128	
Phone #: (901) 761-4771	Fax #: (901) 761-4704	Phone #: (901) 761-4771	Fax #: (901) 761-4704
Federal Tax ID #: 62-1157233			

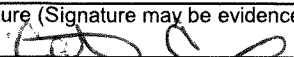
SECTION 2 BENEFICIAL/CONTROL OWNERSHIP INFORMATION

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 type="checkbox"/> LLC	<input type="checkbox"/> Private Corporation	
<input type="checkbox"/> Individual/Sole Proprietor	<input checked="" type="checkbox"/> Non-Profit/Tax-Exempt (501C)	<input type="checkbox"/> Publicly-Traded Corporation	
Control Owner/Officer/Principal Name: Caitlin Cox	Title: Executive Director	DOB: 1/6/1990	SSN #: 401-41-9803
Home Address: 1626 LANDFAIR, APT. 302	City, State, ZIP: Germantown, TN 38138	Phone #: (901) 359-6279	Ownership Percentage 0
Beneficial Owner/Officer/Principal Name: Caitlin Cox	Title: Executive Director	DOB: 1/6/1990	SSN #: 401-41-9803
Home Address: 1626 Landfair, Apt. 302	City, State, ZIP: Germantown, TN 38138	Phone #: (901) 359-6279	Ownership Percentage 0
Beneficial Owner/Officer/Principal Name:	Title:	DOB:	SSN #: --
Home Address:	City, State, ZIP:	Phone #:	Ownership Percentage
Beneficial Owner/Officer/Principal Name:	Title:	DOB:	SSN #: --
Home Address:	City, State, ZIP:	Phone #:	Ownership Percentage
Beneficial Owner/Officer/Principal Name:	Title:	DOB:	SSN #: --
Home Address:	City, State, ZIP:	Phone #:	Ownership Percentage

SECTION 3 IMPORTANT DISCLOSURES

Merchant acknowledges receipt of NPC's documentation, which includes Merchant Processing Agreement Ver.GEN.1119

<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, 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 	Name (please print) Caitlin Cox	
		Date 5-11-20

Merchant's Business Name (Legal): HABITAT FOR HUMANITY OF GREATER

SECTION 4 BUSINESS PROFILE AND ASSUMPTIONS

<input type="checkbox"/> Ownership or Legal Entity Change	Close NPC Existing MID#:	Close Date Existing MID:	Open Date: 6/1/2011
Annual Volume (Visa/MC/DS/AX): \$800,000.00	% Card Present 0	% Card Swipe 0	% Imprint (Manually Keyed) 0
Average Ticket (Visa/MC/DS/AX): \$20.00	% Card Not Present 100	% MOTO 0	% Internet 100
Highest Ticket (Visa/MC/DS/AX): \$1,000.00	Total 100%		% of International Cards 0
<input 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/ Miscellaneous and Specialty Retail Service Sold: Stores	REFUND POLICY (Check One): <input type="checkbox"/> No Refund <input checked="" 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 checked="" type="checkbox"/> 3rd party software application/gateway or <input 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 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 (the "PCI Program") to assist merchants in securing card data and complying with PCI DSS. You are enrolled in the PCI Program and the applicable fees will be assessed in accordance with the terms of the PCI Program. Information on the PCI Program is set forth in Section 15 of the Terms and Conditions and the applicable fees are set forth in Section 8. All gateway or other vendor supplied software must be compliant with the Payment Application Data Security Standard rules ("PA DSS").

SECTION 6 MERCHANT BANK ACCOUNT INFORMATION

In accordance with the terms set out in the Merchant Processing Agreement, funds will be transferred to/from the account as delineated. If nothing is checked, MERCHANT will receive Premium ACH. ACH can be performed by the following entities: Member Bank, NPC or any authorized agent of NPC or any Third Party Service Provider with whom you have contracted. *Subject to special approval

Deposit Time Frame: Premium ACH Alternate Funding* Deposit Type: Combined By Batch

Any ACCOUNT NUMBER indicated must be a valid account number for handling ACH deposits and withdrawals. If more than one account is indicated, account #1 will be used for Sales.

Routing #1:	0 8 4 0 0 0 0 2 6	DDA Account Type: <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings
Account #1:	2 1 0 5 4 4 1 0 8	
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

SECTION 7 FEE SCHEDULE

APPLICATION TYPE: Tiered^ Interchange# Flat Rate* Cash Advance **DISCOUNT:** Daily Monthly **CARD OPTIONS:** All Cards Other Cards 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	0.18 %	\$ 0.10	Base	0.40 %	\$ 0.20
Mid-Qualified ¹ <small>(Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants)</small>	+ 0.18 %	+ \$ 0.00	Mid-Qualified ¹	+ 0.10 %	+ \$ 0.00
Non-Qualified ²	+ 0.18 %	+ \$ 0.00	Non-Qualified ²	+ 0.20 %	+ \$ 0.00
Base Debit NON PIN-Based ³ <small>(Same as V/MC/D Discount Rate if left blank)</small>	0.00 %	+ \$ 0	Miscellaneous Product Fees		
<input type="checkbox"/> Debit PIN-Based ⁴	Monthly Hosting Fee \$	% \$			
Qualified Rewards ⁵	%	Same as Visa/MC/Discover Transaction Fee	<input type="checkbox"/> Wireless Service ³		
			Quantity	Setup Fee \$	Monthly Hosting Fee \$
Transaction fees are charged for all transaction authorization attempts. ¹ Added to Base discount rate and transaction fee. ² Added to applicable Mid-Qualified discount rate and transaction fee. ³ Transaction fee is in addition to the applicable Base, Mid-Qualified, or Non-Qualified transaction fee, regardless of transaction qualification. ⁴ Debit 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. ⁵ Same 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).			<input type="checkbox"/> Micros ³		
			Quantity	Setup Fee \$	Monthly Hosting Fee \$
			<input checked="" type="checkbox"/> Internet Services ³		
			Quantity	Setup Fee \$ 59.00	Monthly Hosting Fee \$ 0.00
			Batch Fee	\$ 0.00	

***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. ⁷If 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

Batch Fee	\$0.25 /per batch	<input type="checkbox"/> MyMerchantData.com	\$0.00 /month	<input type="checkbox"/> PCI Program Fee - Annual	\$0.00 /annual
ACH DBA Change Fee	\$25.00 /each	<input checked="" type="checkbox"/> Minimum Bill	\$25.00 /month	<input checked="" type="checkbox"/> Paper Statement	\$0.00 /month
On File Fee	\$3.00 /month	<input checked="" type="checkbox"/> Group Annual	\$95.00	<input type="checkbox"/> Regulatory and Compliance Fee ⁵	\$0.00 /annual
Card Brand Usage Fee (NABU) - MasterCard ²	\$0.06 /each	<input type="checkbox"/> Semi Annual Fee	\$0.00	<input checked="" type="checkbox"/> PCI Program Fee - Monthly ⁴	\$6.00 /month
Card Brand Usage Fee (NABU) - Visa ²	\$0.06 /each			<input type="checkbox"/> Advantage Buyer Program	\$0.00 /month
Retrieval Request	\$15.00 /each	<input type="checkbox"/> Merchant Training	\$0.00 /once	PCI DSS Non-Validation Fee	\$19.95 /each
Voice Authorization Fee	\$1.95 /each	<input type="checkbox"/> Welcome Kit	\$0.00 /once	IVR Authorizations	\$0.00 /each
Chargeback Fee	\$25.00 /each			<input checked="" type="checkbox"/> Early Deconversion Fee ¹	\$375.00 /once

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.
⁴Merchant may be charged a PCI Non-Compliance fee of \$19.95 per month per MID. Please refer to Section 6.G of the Terms and Conditions
⁵See Section 13 of the Terms and Conditions for additional information.

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:	Date of Signature:
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Home Address	City, State, ZIP:
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Date of Birth:	Social Security Number:	Phone #:
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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.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 (Signature may be evidenced by facsimile) x 	Name (please print) Cathin Cox	Date 5-11-20
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Merchant's Business Name (Legal): HABITAT FOR HUMANITY OF GREATER

SECTION 12 EQUIPMENT SETUP PROVIDER CODE: NPC = NPC to ship equipment SOF = Sales office to ship equipment MER = Merchant owned

Table with columns: TERMINAL, QTY, PROVIDER CODE, PRINTER, PROVIDER CODE, PIN PAD, PROVIDER CODE. Includes rows for POS Software or Gateway and Other.

Table with columns: EQUIPMENT SOFTWARE INFORMATION, SOFTWARE NAME, PUBLISHER, VERSION (ALL).

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

Form with multiple sections: RETAIL/MOTO, RESTAURANT, CASH ADVANCE, LODGING, FUEL, PASSWORD, FAST PAY (FPS). Includes checkboxes for various options like AVS, Tips, Servers, Tables, etc.

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

Form for shipping instructions including Ship To, Attn, Address, City, State, Zip, Phone #, and checkboxes for shipping options like Do Not Ship, Merchant Location, etc.

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

Form for welcome kit shipping instructions including Ship To, Attn, Address, City, State, Zip, and Phone #.

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):

Form for site inspection information with checkboxes for physical inspection status and a Business / Inventory / Shipments section with various questions.

Form for fulfillment house information including Fulfillment House Name and Address, Contact Information, and PCI DSS compliance status.

Form for location type and sales information including Location Type, Sales Organization, Sales Rep Signature, and Application Date.