



MERCHANT APPLICATION

5100 Interchange Way
 Louisville, KY 40229
 Phone: 888-208-7231
 Fax: 877-822-1248

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.

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

T 1 1 3 7 R 0 0 0

Associate: 458 Chain: 730 Bank # or Merchant Association #:

| | |
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| SECTION 1 BUSINESS INFORMATION | |
| Business Legal Name: (Must Match Business Tax Return Name) BINSWANGER ENTERPRISES LLC | Contact Name: KIM LEE |
| Business Name (DBA): BINSWANGER GLASS 19 | Check here if Corporate Headquarters <input type="checkbox"/> |
| Business Location Address: 8733 BURNET RD | E-mail address: KLEE@BINSWANGERGLASS.COM |
| City, State, Zip: AUSTIN, TX, 78757 | Website: 965 RIDGELAKE BLVD 300 |
| Phone #: (512) 454-7755 | Business Billing Address: (if different from location address) 965 RIDGELAKE BLVD 300 |
| Fax #: (512) 454-7140 | City, State, Zip: MEMPHIS, TN, 38120 |
| | Phone #: (901) 537-8416 |
| | Fax #: (901) 537-8333 |

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| SECTION 2 OWNERSHIP INFORMATION | |
| Ownership: Sole Prop. <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input checked="" type="checkbox"/> Government (Federal/State/Local) <input type="checkbox"/> Tax-Exempt Organization (501C) <input type="checkbox"/> | |
| Owner/Officer/Principal Name: ARTURO CARILLO | Title: CEO PRES |
| Home Address: 965 RIDGELAKE BLVD 300 | DOB: 6/1/1950 |
| | SSN #: 999-99-9999 |
| | Federal Tax ID#: 45-2494902 |
| | City, State, Zip : MEMPHIS, TN, 38120 |
| | Phone #: (901) 537-8416 |

| | | | | | | | |
|---|--|---------------------------|--|--|---|---|----------------------------|
| SECTION 3 BUSINESS PROFILE AND ASSUMPTIONS | | | | | | | |
| Ownership or Legal Entity Change | Close NPC Existing MID#: | Close Date Existing MID#: | Open Date: 3/1/2006 | Annual Volume (Visa/MC/DS/AX): \$600,000.00 | Average Ticket (Visa/MC/DS/AX): \$170.00 | Highest Ticket (Visa/MC/DS/AX): \$1,000.00 | |
| Add'l. Location 1st Location MID#: | <input checked="" type="checkbox"/> Never Accepted Cards | | Processor Change - How many processing statements are you including? | | | | |
| 100 % Card Present | 0 % Card Not Present | 95 % Card Swipe | 5 % Imprint (Manually Keyed) | 0 % MOTO | 0 % Internet | 0 % B2B | 0 % of International Cards |
| Type of Goods/ Services Sold: Automotive Service Shops | REFUND POLICY (Check One): No Refund <input checked="" type="checkbox"/> Refund in 30 days or less <input type="checkbox"/> Merchandise exchange only <input type="checkbox"/> Other _____ | | | | | | |
| Seasonal Sales: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | Active Months: JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC | | | | | | |

| | |
|--|-----------------------------|
| SECTION 4 IMPORTANT DISCLOSURES | |
| Merchant acknowledges receipt of NPC documentation, which includes Merchant Processing Agreement Ver.GEN.0713 | |
| <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 Visa 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> | |
| Signature (Signature may be evidenced by facsimile) X | Name (please print) Date |

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| SECTION 5 PATRIOT ACT AND BACKGROUND AUTHORIZATION | |
| <p>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.</p> | |

MEMBER BANK:
 Fifth Third Bank
 8500 Governors Hill Drive
 Symmes Township, OH
 45249
 (866) 250-9764

Merchant's Business Name (Legal): BINSWANGER ENTERPRISES LLC

SECTION 6 COMPLIANCE INFORMATION

| | | | |
|---|--|--|--|
| Do you (MERCHANT) have a <input checked="" type="checkbox"/> 3rd party software application/gateway or 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 | |
| Third Party Software Vendor: | | Do you store cardholder data? Paper - YES <input checked="" type="checkbox"/> NO Electronic - YES <input checked="" type="checkbox"/> NO | |
| Version # | | Merchant data to which this vendor has access: | |
| Does software store cardholder information? Yes No | | Is vendor software PCI 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.

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

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. *Subject to special approval. 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.

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 | 6 | 4 | 0 | 0 | 0 | 0 | 1 | 7 | DDA Account type: <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings | |
| Account #1: | 0 | 1 | 3 | 9 | 8 | 7 | 9 | 0 | 6 | 2 | |
| Routing #2: | | | | | | | | | | DDA Account type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings | |
| Account #2: | | | | | | | | | | 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, GETI, or other service provider. Member Bank is not providing the Check/ACH Services. Merchant must be approved by NPC and its service provider, GETI, or by other service provider. ++ Check Recovery: An inactivity Fee of \$5.00 per month may be charged after 6 months of inactivity. +++ For Non-Guarantee checks \$10,000 and greater: A premium of .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 |
|--------------------------------|-----------------|-----------------------|--|---------------|----------------------------|--|
| Check Conversion w/ Guarantee | | | Check21 POS - Guarantee Check21 POS - Non-Guarantee*** | 0.00 | 0.00 | Check21 Return Fee***: \$ 5.00 |
| Check Conversion w/o Guarantee | | | Check21 Remote - Guarantee Check21 Remote - Non-Guarantee*** | 0.00 | 0.00 | Monthly Check21 Access Fee***: \$ 5.00 |
| Paper Check w/ Guarantee | | | Check21 POS Payroll option - <i>Guarantee</i> : Discount Rate + 3% premium Check21 POS Payroll option - <i>Non-Guarantee</i> : Discount Rate + 1% premium | | | |
| # of Checks Monthly: | Average Amount: | Largest Check Amount: | Monthly Service Fee*** | Batch Fee: | Monthly Minimum***:\$25.00 | Annual Fee***:\$59.95 Termination Fee***:\$125.00 |

SECTION 9 AMERICAN EXPRESS

| | | | |
|---|---|------------------------------------|----------------------------------|
| Merchant Name: BINSWANGER ENTERPRISES LLC | <input checked="" type="checkbox"/> Existing American Express | Existing Account #: 2421444175 | Franchise CAP #: |
| Authorization Transaction Fee (NPC charge for all transaction authorization attempts) \$ 0.25 | Avg. Ticket: \$ \$170.00 | Annual AMEX Charge Volume \$ 90000 | AMEX Flat Fee* (ESA ONLY) \$7.95 |
| Credit Discount Rate: 2.89 % | Credit Transaction Fee: \$ 0.15 | Prepaid Discount Rate: 1.95 % | Prepaid Transaction Fee: \$ 0.15 |

I represent that I have read and am authorized to sign and submit this application for the above Merchant which agrees to be bound by the American Express® Card Acceptance Agreement (i\$AXP Agreement), and that all information provided herein is true, complete, and accurate. Neither Member Bank nor NPC is a party to the AXP Agreement. I authorize NPC and American Express Travel Related Services Company, Inc. (i\$ AXP;) and NPC's and AXP's agents and affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, and disclose such information to their agent, subcontractors, affiliates and other parties for any purpose permitted by law. I authorize and direct NPC and AXP and NPC's and AXP's agents and affiliates to inform me directly, or through the entity above, of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize AXP to use the reports from consumer reporting agencies for marketing and administrative purposes. I understand that upon AXP's approval of the application for the AXP program, the Merchant will be provided with the AXP Agreement and materials welcoming it either to AXP's program for NPC to perform services for AXP or to AXP's standard card acceptance program which has different servicing terms (e.g. different speeds of pay). I understand that if the Merchant does not qualify for the NPC servicing program that the Merchant may be enrolled in AXP's standard American Express Card acceptance program, and the Merchant may terminate the AXP Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the Merchant agrees to be bound by the AXP Agreement. I am able to read and understand the English language. *An inbound fee of 0.40% will be applied on any Charge made using a Card that was issued outside of the United States, including, effective October 2013, American Express Prepaid Cards. .A 0.30% downgrade will be charged by AXP for a Card Not Present ("CNP") transaction. CNP refers to a charge in which the Card is not presented at the point of purchase (e.g. charges by mail, telephone, fax or the Internet). These charges apply to industries: restaurant, retail, and travel agencies. AXP may change applicable industries from time to time.

APPLICABLE ONLY IF MERCHANT ACCEPTS AMERICAN EXPRESS AND IS NOT PARTICIPATING IN THE AMERICAN EXPRESS ONEPOINT PROGRAM:
Due to certain restrictions or front-end limitations, merchant may be assigned to the American Express ESA program. *A \$7.95 monthly flat fee is mandatory for MOTO/Internet/Home based businesses. American Express services will be provided to Merchant and funded by independent third party service providers not by NPC or Member Bank. Neither NPC nor Member Bank makes any warranty with respect to these services. Additional fees may apply if Merchant is enrolled in the American Express ESA program and will be billed by American Express.

SECTION 10 SCHEDULE OF FEES

| | | | | | | | | |
|---|--|---|--|------------------------------|--|----------------------------|--------------------------------|-----------|
| APPLICATION TYPE: | | <input checked="" type="checkbox"/> Tiered ^d Interchange ^a | Flat Rate ^x Cash Advance | DISCOUNT: | Daily <input checked="" type="checkbox"/> Monthly | CARD OPTIONS: | Debit Card Only Other Cards | All Cards |
| BUSINESS TYPE | <input checked="" type="checkbox"/> Retail | Restaurant | Mail/Telephone Order ^{oo} | Internet ^{oo} | | | | |
| SUB BUSINESS TYPE | Retail Key Entered ^{oo} | | DialPay Capture ^{oo} | MOTO/CardSwipe ^{oo} | Large Ticket | | | |
| VISA/MASTERCARD/DISCOVER Rate Category | Discount Rate | Transaction Fee | VISA/MASTERCARD/DISCOVER Rate Category | Discount Rate | Transaction Fee | | | |
| Base Credit | 1.72 % | \$ 0.20 | Base Debit NON PIN-Based³ <small>(Same as Qualified Credit Rate if left blank)</small> | 1.72 % | + \$ 0.2 | | | |
| Mid-Qualified Exception¹ <small>(Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants)</small> | + 0.99 % | + \$ 0.20 | <input checked="" type="checkbox"/> Debit PIN-Based⁴ | Monthly Fee \$ 0.00 | Discount Rate 1.72 % | Transaction Fee \$ 0.25 | | |
| Non-Qualified Exception² | + 1.53 % | + \$ 0.20 | Qualified Rewards <small>(Same as Credit/Card Mid-Qualified Rate if left blank) (Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants)</small> | % | Same as Visa/MC Discover Transaction Fee | | | |

| | | | | | | | | | |
|-------------------------------------|----------|-----------------|---------------------------|------------------------|---|----------|-----------------|---------------------------|------------------------|
| Wireless Service³ | Quantity | Setup Fee \$ | Monthly Hosting Fee \$ | Transaction Fee +\$ | Internet Services/Micros³ | Quantity | Setup Fee \$ | Monthly Hosting Fee \$ | Transaction Fee +\$ |
|-------------------------------------|----------|-----------------|---------------------------|------------------------|---|----------|-----------------|---------------------------|------------------------|

Transaction fees are charged for all transaction authorization attempts. ¹Added to base credit discount rate and transaction fee. ²Added to applicable mid qualified credit 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 also be passed through to Merchant.

TIERED MERCHANTS ONLY^a 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. ⁵Regulated 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 Credit/Card Swipe 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. ^{oo}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 passed through at the then current rate.

INTERCHANGE MERCHANTS ONLY^a CARD ORGANIZATION FEES: Visa, MasterCard and Discover Interchange fees, assessments and other fees will be passed through to Merchant at then current rate. **FLAT RATE MERCHANTS ONLY^x CARD ORGANIZATION FEES:** All fees are included in discount rate and transaction fee above except fees related to International transactions.

SECTION 11 OCCURRENCE FEES

| | | | | | | | | |
|---|---------|------------|--|---------|---------------------------------------|---|---------|--|
| Batch Fee ^{o1} | \$0.00 | /per batch | Chargeback Fee | \$15.00 | /each | Semi Annual Fee | \$0.00 | Charged in the Months of August and 6 months thereafter |
| ACH DBA Change Fee | \$25.00 | /each | Service Package | \$0.00 | /month | | | |
| On File Fee | \$0.00 | /month | Gold Package | \$0.00 | /month | | | |
| Card Brand Usage Fee (NABU) - MasterCard ² | \$0.03 | /each | Gold Package - Semi | \$0.00 | /semi annual | Merchant Training | \$0.00 | /once |
| Card Brand Usage Fee (NABU) - Visa ² | \$0.03 | /each | <input checked="" type="checkbox"/> MyMerchantData.com | \$0.00 | /month | <input checked="" type="checkbox"/> Welcome Kit | \$0.00 | /once |
| | | | <input checked="" type="checkbox"/> Minimum Bill | \$25.00 | /month | <input checked="" type="checkbox"/> PCI Program Fee - Annual ⁴ | \$90.00 | /annual |
| Retrieval Request | \$15.00 | /each | Group annual | \$0.00 | Charged in the Month of August | <input checked="" type="checkbox"/> Paper Statement | \$5.00 | /month |
| Voice Authorization Fee | \$0.75 | /each | | | | Regulatory and Compliance | \$0.00 | /annual |
| | | | | | | Fee | | |
| | | | | | | PCI Program Fee - Monthly ⁴ | \$0.00 | /month |

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. ^{o1}Same as base credit transaction fee if left blank; if base credit transaction fee is left blank, the fee is \$0.30. ³The higher rate indicates the Gold Service Package. ⁴The higher rate will apply if you use software in your processing environment or you otherwise qualify as a SAQ C or SAQ D merchant. ⁵See Section 36 of the Terms and Conditions for additional information.

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 0713**) 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. By completing Section 9 of this Application and signing below, I agree I have read and understand the American Express OnePoint Terms & Conditions therein.

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 (NPC.CMA.0713)

| | | |
|---|---------------------|------|
| Signature (Signature may be evidenced by facsimile) | Name (please print) | Date |
| X | | |

SECTION 12 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 contained in Section 15 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) | Social Security #: | Date of Signature: |
| X | ARTURO CARILLO | 999-99-9999 | |

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 |
|-------------------------|-----|---------------|---------|---------------|--------------|---------------|
| POS Software or Gateway | 1 | MER | | | NEW EXCHANGE | |
| | | | | | NEW EXCHANGE | |
| | | | | | NEW EXCHANGE | |

| | | | | | |
|--------|----------------|--------|----------------|--------|----------------|
| Other: | Provider Code: | Other: | Provider Code: | Other: | Provider Code: |
|--------|----------------|--------|----------------|--------|----------------|

| | | | |
|---------------------------------------|---------------------------|-----------------------|----------------|
| EQUIPMENT SOFTWARE INFORMATION | SOFTWARE NAME USA EPAY | PUBLISHER USA EPAY | VERSION ALL |
|---------------------------------------|---------------------------|-----------------------|----------------|

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

| RETAIL/MOTO | | | | RESTAURANT | | | | CASH ADVANCE | | | |
|-----------------------|-----|----|--|------------|----|-------------------|-------------------------|--------------|----------------|-----|----|
| AVS | YES | NO | Auto-Close++ | ✓ YES | NO | Tips | YES | NO | LODGING | | |
| Last 4-Digits | YES | NO | TIME | | | Servers | YES | NO | | | |
| CVV 2 | YES | NO | Store N Forward | YES | NO | Tables | YES | NO | PASSWORD | | |
| Purchase Card/Level 2 | YES | NO | Pre-Dial | YES | NO | Bar Tab | YES | NO | | | |
| Invoice # Prompt | YES | NO | Cash Back | YES | NO | Suggested Tip | YES | NO | FAST PAY (FPS) | | |
| PBX Code | 8 | 9 | Debit Cash Back | | | line | Both receipts signature | | | | |
| Multi-Merchant | YES | NO | Max Amount | 0 | | signature line | Both receipts NO | | Void | YES | NO |
| First Merchant MID | | | ++ Auto-Close Time for Alternate Funding needs to be no later than 7:30 p.m. CST | | | NO receipts under | \$25.00 | | Return | YES | NO |
| | | | | | | | | | Settlement | YES | NO |
| | | | | | | | | | Other | | |

| | |
|-------------------------|--------------|
| 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 | 1-3 Day | Over Night | Ground | Saturday | |
| Attn: | | Other | | Priority * | | | | |
| Address: | Payment For Equipment Will Be: | | | Lease | Check | Cash | Visa | MC |
| | | | | Discover | Amex | 30 day (Bill Group) | | |

| | | | | |
|----------------------------------|--------|-------|----------|-----------------------|
| 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: | KIM LEE |
| Address: | 965 RIDGELAKE BLVD 300 | | | | |
| City: | MEMPHIS | State: | TN | Zip: | 38120 |
| | | | | Phone #: | (901) 537-8416 |

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):

| | | |
|--|---|-------------------------------|
| ✓ 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? | ✓ YES NO |
| 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. | Is business open and operating? | ✓ YES NO |
| | Is inventory sufficient for business type? | ✓ YES NO |
| 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. | Are goods and services delivered at the time of sale? | ✓ YES NO |
| | Goods and services charged to credit card on | ✓ Order Shipment |
| | If goods are shipped, is a Fulfillment House used? | YES ✓ NO |
| | Fulfillment House: | % 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: 7/24/2014 |
|--|----------------------|-----------------------------|