AND AGREEMENT **Bank of America Merchant Services** 1 Merchant #: Loc. of BAMSBB2105NoTCK TELL US ABOUT GP2105 Store #: Client (Your Business LEGAL Name): ☐ Same as Legal Name or Provide DBA/Outlet Name: First/Last Contact Name: Legal Physical Address (No P.O. Box allowed): Suite #: City: State: Zip Code: DBA Address (No P.O. Box or Mail Address allowed. Provide official designation Suite #: City: State: Zip Code: of your location space by lessor if space is rented or leasing space.): Your Business Phone: ☐ Same as Business Phone or Merchant's Customer Service Phone: Your Fax Phone: Select One for Retrieval Requests: ☐ (02) Dedicated 24 Hour Fax ☐ (03) No fax; mail ☐ (05) eIDs Your E-Mail Address (Required for IP): Your Customer Service E-Mail Address: Website Address: (Required if you have any Internet sales) (2) MASTERCARD® / VISA® / DISCOVER® / AMERICAN EXPRESS® Your Total Cash and Credit Sales: Estimated Mastercard/Visa Average Ticket/Sales Amount for this Outlet: (For All Outlets) **Estimated Discover Average Ticket for this Outlet:** Total Annual Mastercard/Visa Volume: Estimated American Express Average Ticket for this Outlet: (For All Outlets) Annual Mastercard/Visa Volume for this Outlet: (For Multiple Outlets Only) **Total Annual Discover Volume:** (For All Outlets) Estimated Discover Annual Sales Volume for this Outlet: (For Multiple Outlets Only) Est. American Express Annual Sales Volume for this Outlet: (For Multiple Outlets Only) Total Annual American Express Volume: (For All Outlets) **Highest Ticket Amount:** \$ **ENTITLEMENTS** □ Visa ☐ Discover (Including Diners Club International®, JCB, UnionPay and BCcard) ✓ Voyager Fleet Annual Voyager Volume: \$ Participation in Voyager Tax Exempt Program:

Yes
No (if yes, additional request form required) ✓ WEX Full Acquiring Annual WEX Volume: \$ ☐ WEX (Non-Full Svc) ✓ Mastercard Fleet ✓ American Express Direct: _ Franchise Name: ☐ IATA/ARC Code: Check one for American Express Direct: ☐ Split Dial ☐ Single Settle ☐ EDC ☐ PIP ☐ Reverse PIP ☐ EBT (SNAP) FNS # (XREF): ___ ____ ☑ PIN Debit Card Acceptance 7 7 7 3 6 2 0 5 Gift Card Gift Card MID #: Alt MID #: (A separate set-up form is required) (4) PROVIDE MORE BUSINESS DATA □ Sole Ownership □ Partnership □ Public Corp. □ Private Corp. □ L.L.C. □ Franchisee Owned Month / Year Started: State Incorp. Check one: TIN Type: ☐ EIN (Fed Tax ID #) ☐ SSN D&B #: No. of Employees: IMPORTANT IRS INFORMATION □ Non-Profit/Tax Exempt as described in 26 USC Section 501(c)(3) OR a Tribal (Native American) government or Tribal government-owned. □ Gov't. Entity ☐ Non-Profit If tax exempt, provide copy of IRS Determination Letter; if Tribal government, provide evidence of tribal recognition, and proof of tribal

1 If Client is a disregarded entity under IRS regulations and has provided its owner's taxpayer filing name and Federal Tax ID above, then please attach an IRS Form W-9.

EMV/MAG Swipe ______ % + Keyed Manually _____ % = 100% Please provide a brief description of the product/services you sell: _____

POS Card Present (EMV/MAG Swipe and/or Manual Imprint) ______% + Mail Order/Direct Marketing ______% + Phone Order ______% + Internet ______% = 100%

Do you use any third party to store, process or transmit cardholder data? \Box Yes \Box No (e.g. providers of merchant gateway, electronic data capture, or Loyalty program services).

If yes, give name/address:_

Please identify any Software used for storing, transmitting, or processing Card Transactions or Authorization Requests:

(If checked, please attach IRS Form W-8.)

MERCHANT PROCES	SSING AP	PPLIC	ATION .	AND A	GREE	MENT	(Page 2 of 4)
DBA Name:							Loc1 of
BAMSBB2105NoTCK (5) PROVIDE INFO PLEASE PROVIDE INFORMATION ON THE PRIMA							
	D.O.B.:		ocial Security #:		ome Phone:	OR MORE O	% of Ownership:
Owner/Primary Decision Maker Name:		30	iciai Security #.			Count	•
Home Address:	D.O.B.:				ip:	Count	1
Owner Name:		50	ocial Security #:		ome Phone:		% of Ownership:
Home Address:					ip:	Count	1
Owner Name:		D.O.B.: Social Security #:		H	Home Phone:		% of Ownership:
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Network: ✓ (206) CARDnet® () Nashvi Rental • Purchase	lle ☑ (4006) Buypa	ss 🗆 Othe	er:		Unit	Specify Sec Monthly	urity Code: (
	Retail • Restaurant • MO Lodging • Supermarket Quick Service Restaur	· Car Rental	Model Code	and Name	Purchase Price (w/o Tax)	Payment Due (w/o Tax)	For Customer-Owned Equipment Track / Version / Serial
R P C L ¹ I	Re MOTO/I L S	C QSR P			\$	\$	
R P C L ¹ I	R Re MOTO/I L S	C QSR P			\$	\$	
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R P C L ¹ I	R Re MOTO/I L S	C QSR P			\$	\$	
The Installment Purchase option allows you to make 3 equ 1A separate approval by, and non-cancelable lease agree agreement contains the terms and conditions for leased	ment with First Data Me	erchant Servic	es LLC (through its	business unit, F	irst Data Globa	I Leasing) are	required; that lease
NOTE: Any Special Instructions must be included installation/Training:	led on About Merch	hant's Busi	ness document.				
☐ MAG/MIG to Train ☐ Sales Rep. to Train (Receive training via phone, 1-800-430-7162, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST ☐ No Merchant Training ☐ Installer/In-House (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST ☐ (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST ☐ (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST ☐ (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST ☐ (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST ☐ (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST ☐ (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST ☐ (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST ☐ (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST ☐ (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST ☐ (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST ☐ (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST ☐ (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST ☐ (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST ☐ (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST ☐ (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST ☐ (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST ☐ (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST ☐ (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST ☐ (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST ☐ (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST ☐ (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST ☐ (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST ☐ (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST ☐ (Check training via phone, 1-800-366-105							
✓ No Merchant Training □ Installer/In-H First/Last Contact Name: □ Installer/In-H Output Description: □ Installer/In-H Output	•	•	•		•		•
Imprinter Purchase: ☐ Yes ☐ No If Yes \$_50.00							□ aiii □ pi
Check one: ✓ Gateway Solutions □ Dial Solution							
☐ Other:							
VAR/Internet/Software: Name:		_ (Nashville	Only: Product ID #	t	v	endor ID #	
NOTE: ² Requires separate agreement between Client	•				•	ol.	
, ,	NTERCHAN					in their descri	ntion
(Regardless of how we describe fees to	are billed by and ow	ed to Bank of	America Merchant S	Services.)	Network flame	m-their descri	Pilo11,
			CTION FEES				
Accept <u>all</u> Ma	astercard, Visa, I (presumed, unles		and American tions below are che	-	nsactions		
Mastercard Acceptance					cover Acceptance		
□ Accept Mastercard Credit transactions only □ Accept Visa Credit transactions only □ Accept Discover Credit transactions only □ Accept Discover Non-PIN Debit transactions only □ Accept Discover						-	
		•	•				
DISCOUNT/FEES: ✓ NET □ GROSS □	DAILY MONTHL	.Υ					

MERCHANT PROCESSING APPLICATION AND AGREEMENT

Schedule Version: Pricing Type: 0 0 1 **DBA Name:** BAMS.MVD.F17.2.IC Net

Global Fee Table #: 8800000000279 BAMSBB2105NoTCK

(7) INTERCHANGE PLUS PRICING SCHEDULE (cont'd)

GP2105

(Regardless of how we describe fees to you

Credit & Debit Card Processing Rates:

Transaction Processing Fees^{1,2} 5.95 Cents plus 9/100th of a percent of the amount (\$0.0595 + 0.09%)

Applies to all Credit and Debit Card types, including Visa, Mastercard, Discover, American Express and Fleet Cards.

²American Express monthly Flat Fee or Discount Rate may apply, billed separately by American Express.

Other Fees:

Statement Fee (Internet Download): No Charge Site Survey: No Charge Optional Paper Statement Fee: **Terminal Programming Fee:** Not Applicable

Telephone Authorizations (VRU): \$1.25 **Batch Settlement Fee:** No Charge Audio Response Unit (ARS): \$0.65 Dial Fee: \$.005 When Applicable

Address Verification Service (AVS): No Charge **ACH Transfer Fee:** No Charge Chargeback/Retrieval Processing Fee: Client Line Reporting Package: No Charge \$5.00 Monthly Network Access Fee: No Charge **Customer Service Help Desk:** No Charge Merchant Application Fee: No Charge Administrative Fee: No Charge \$10.00 Annual Merchant Fee: No Charge Wire Transfer

\$0.0595 per transaction TransArmor® Transaction Fee: PIN Debit is pass through plus: \$0.0150

> 0.09% per transaction ☐ Clover Security Plus - Monthly Fee (formerly known as "TransArmor Solution"): \$19.95

> > TransArmor per Device Fee3: □ Online PCI Validation Access Fee: \$10.95 per month, per MID

\$23.00

Card Organization Fees:

Visa Specific: **Mastercard Specific: Interchange: Pass-Through** Interchange: Pass-Through VISA Non-Pin Debit Card Assessment: 0.13% Mastercard Assessment5: 0.13% VISA Credit Card Assessment: 0.13% Mastercard Per Kilobyte: \$0.0035 VISA APF Credit: \$0.0195 Mastercard U.S. Cross-Border: 0.60% VISA Zero Floor Limit: \$0.20 Mastercard NW Access Auth Fee: \$0.0195 VISA Misuse of Authorization: Mastercard Processing Integrity Fee - Pre-Auth: \$0.045 VISA Zero Amount/AVS: \$0.0250 Mastercard Processing Integrity Fee - Undefined Auth: \$0.045 VISA International Service Fee Base: 0.80% Mastercard Processing Integrity Fee - Final Auth: 0.25% Visa International Service Fee Enhanced: Mastercard Processing Integrity Fee - Final Auth Minimum: \$0.04 1.20% VISA BASE II System File Fee: \$0.0018 Mastercard Processing Integrity Fee - Detail Report: \$0.015 VISA APF DB/PP: \$0.0155 Mastercard Acct Status Inq (Interregional): \$0.030 VISA BASE II Credit Voucher Fee Credit: \$0.0195 Mastercard Acct Status Ing (Intraregional): \$0.025 Mastercard AVS Card Not Present: VISA BASE II Credit Voucher Fee DB/PP: \$0.0155 \$0.01 Visa Transaction Integrity Fee: \$0.10 Mastercard Acquiring AVS Billing: \$0.01 Visa Late or No Response to Dispute Fee: \$0.50 Mastercard NW Access Settle Fee: \$0.0195 Visa Staged Digital Wallet Fee: Mastercard License Volume Fee6: 0.0071% VISA Fixed Acquirer Network Fee: refer to interchange schedule Mastercard Merchant Location Fee: \$1.25 Mastercard CVC 2 Fee: \$0.0025 Mastercard SecureCode™ Fee: \$0.03 Mastercard Digital Enablement Fee: 0.01% **Mastercard Global Travel Transaction Program**

Discover Card Specific Interchange: Pass-Through

Discover Assessment: 0.13% Discover Chargeback: \$5.00 Discover Intl Service Fee: 0.80% Discover Data Usage Fee: \$0.0195 Discover Network Auth Fee: \$0.0025

Wright Express/Voyager Fleet Cards:

Business-to-Business Fee:

Wex Sales Discount: 3 25% Wex Refund Discount: 3.25% Wex Chargeback Discount: 3.25% Wex Chargeback Reversal Discount: 3.25% Wex Chargeback Fee: \$5.00 Wex Retrieval Fee: \$5.00 Voyager Sales Discount: 3.95% Voyager Credit Discount: 3.95% 1.57%

³ One-time fee applicable to each unit of your equipment that is (1) enabled for TransArmor Encryption, as part of the TransArmor Data Protection service or Clover Security Plus, (2) connected to a merchant point of sale network and (3) either a non-Verifone device, using the TransArmor Verifone Edition encryption method, or a Verifone device.

⁵ Mastercard assesses an additional 0.01% for all consumer and commercial Credit Card transactions of \$1,000 or greater ("High Dollar Assessment").

⁶ This fee is based on a good faith effort to recover and allocate among our customers Mastercard's annual fees for licensing and third party processing and calculated by multiplying your settled Mastercard dollar volume by the above percentage rate (which rate may be adjusted to reflect changes in those Mastercard fees and/or our allocation).

MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 4 of 4) 1 DBA Name: (8) AGREEMENT APPROVAL Capitalized terms used in this Merchant Processing Application and Agreement ("MPA" or "Merchant Processing Application") but not defined in this MPA have the meanings set forth in the applicable agreement within the Program Guide. APPLICABLE TO ALL MERCHANTS: By signing below, the undersigned represents that he or she has read and is authorized to sign this Merchant Processing Application and submit it along with the About Merchant's Business document ("AMB"), which is attached hereto and made a part of this Merchant Processing Application by reference thereto (references to this Merchant Processing Application include the AMB), for the above named Client ("Client"). The undersigned further represents and warrants that all information provided in this Merchant Processing Application, including the owner and primary decision maker information provided in Section 5 of this MPA is true, complete, and accurate; and that the undersigned is a primary decision maker for the Client. Client acknowledges having received and read a copy of (i) the Non-Qualified Rate Schedule (specific to Client's industry), Interchange Rate Schedule or Qualification Tier Rate Schedule, as applicable to Client's Pricing Method, (ii) the Debit Network Fees Schedule, (iii) the Program Guide, consisting of Parts I-IV (which includes terms and conditions for each of the services, Operating Procedures, Electronic Funding Authorization, Additional Important Information for Card Processing, Electronic Disclosure Consent, and a Confirmation Page), and (iv) the Merchant Processing Application, consisting of Sections 1-9, (together, the Merchant Processing Application, its attachments and schedules and Parts I and III of the Program Guide are referred to in Sections 8 and 9 of this MPA as the "Merchant Agreement"), as modified from time to time in accordance with the applicable provisions of the Program Guide, and agrees to be bound by all provisions as printed therein. By signing below, the undersigned, for himself or herself and for and on behalf of Client, authorizes Banc of America Merchant Services, LLC ("Processor") and Bank of America, N.A. ("Bank") (together, Processor and Bank are "Servicers" and also referred to as "our," "us" and "we" in this Section 8) to (a) request and obtain from consumer reporting agencies, individual and business credit reports (collectively, "Credit Reports"), in connection with the approval of this Merchant Processing Application and any maintenance, updating, renewal or extension of the Merchant Agreement (if this Merchant Processing Application is approved), and (b) exchange Credit Reports, account and transaction information regarding the undersigned's and/or Client's accounts with Bank or Bank's affiliates and any other information about the undersigned personally and/or Client with First Data Merchant Services LLC, TeleCheck Services, Inc. and any other service providers, to the extent such parties provide services that Client has selected on this Merchant Processing Application (or as hereafter elected by Client). The undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all individual and business credit financial information to us. The undersigned further authorizes us to disclose any information obtained from any source in connection with this Merchant Processing Application, including Credit Reports, to any governmental, administrative or regulatory entity, upon request, or to each other and our respective vendors and Affiliates, as necessary to provide the products and services elected under the Merchant Agreement, or to comply with applicable law or order, including, without limitation, the USA Patriot Act. To help the government fight the funding of terrorism and money laundering activities, we obtain, verify, and record certain information including your full name, physical address, and any other information needed for identity verification purposes while proces By signing below, the undersigned, for himself or herself and for and on behalf of Client, authorizes Banc of America Merchant Services, LLC ("Processor") and Bank of Card Services Electronic Funding Authorization: Client hereby designates the bank account(s) identified below in the Card Banking Information subsection of this Section 8 as the Settlement Account (as defined in the Merchant Agreement) for purposes of the Merchant Agreement, including, but not limited to, Section 19.7 (Part I of the Program Guide) and the Electronic Funding Authorization set forth in Part III, Section A.1 of the Program Guide, and by signing below, the undersigned, on behalf of Client, hereby authorizes Servicers to debit and credit such bank account(s) via ACH transactions for all amounts due and owing under the Merchant Agreement and as further described in and subject to the Merchant Agreement. Amendment of Part III; Section A.3. The parties hereto acknowledge and agree that the Early Termination Fee contemplated in Part III; Section A.3. shall not apply to Client for so long as Client is a Group Member and the Merchant Group Addendum applies to Client, but shall apply to Client at any time that Client is not a Group Member or at any time that the Merchant Group Addendum does not apply to Client. Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. THIS MERCHANT PROCESSING APPLICATION AND AGREEMENT HAS BEEN EXECUTED ON BEHALF OF AND BY THE AUTHORIZED MANAGEMENT OF CLIENT AS OF THE EFFECTIVE DATE. Client's Business Principal: (Please sign below) PROCESSOR: **Banc of America Merchant Services, LLC** X Signature _ **BANK:** Bank of America, N.A. By: Banc of America Merchant Services, LLC, Print Name Date for itself and for and on behalf of Bank of America, N.A., pursuant to a limited power of attorney Title: ☐ President ☐ Vice President ☐ Member L.L.C. ☐ Owner □ Partner X Signature ☐ Other: _ CARD BANKING INFORMATION ACCOUNT ONE (MANDATORY) **ACCOUNT TWO (OPTIONAL)** First/Last Contact Name:_____ First/Last Contact Name: Phone #: Phone #: Bank Name: Bank Name: Account Name: ___ Account Name: ___ ABA#: ABA#: Account #: Account #: For each Settlement Account listed above, please attach a voided check for the Settlement Account or a letter from the financial institution where it is maintained (if other than Bank) on that financial institution's letterhead and signed by one of its officers that includes its typed ABA number and the typed Settlement Account Number. If you list two accounts, we will endeavor to use Account One for credits (i.e., amounts paid to you) and Account Two for debits (i.e., amounts paid to us). However, pursuant

to the terms of the Merchant Agreement, Account One and Account Two is the Settlement Account and we may exercise, with respect to both Account One and Account Two, all rights related to the Settlement Account arising under the Merchant Agreement, including by way of example and without limitation debiting and crediting both Account

One and Account Two for all amounts arising in connection with the Merchant Agreement. BAMSBB2105NoTCK

Signature: (Please sign below)

(9) PERSONAL GUARANTY

In exchange for acceptance by Banc of America Merchant Services, LLC, Bank of America, N.A. and (collectively, the "Guaranteed Parties") of the Merchant Agreement, the undersigned unconditionally guarantees performance of the Client's obligations under the Merchant Agreement, and payment of all sums due thereunder, and in the event of default, hereby waives notice of default and agrees to indemnify the other parties for any and all amounts due from Client under the Merchant Agreement. I understand that this is a Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Guaranty in entering into the Merchant Agreement.

Signature: (Please sign below)

X	an individual X	an individua