

FAX

North American BANCARD
Merchant Services

Tel: 888-446-6532 Fax: 888-262-5167 & 888-446-6532

| Wells Fargo Tower | 2030 Main Street, Ste 1300, Irvine, CA 92614 |

TO: Katie / Vein and Laser Center	FROM: Renee Meyer, Account Manager
Fax: 8325850922	DATE: 8/8/16
RE: Your Merchant Account	PAGES: 5

URGENT FOR REVIEW PLEASE REPLY

We called your office earlier regarding **LOWERING your merchant rate considerably for Visa/MasterCard/Discover and Amex** (this will also include the **FREE** EMV replacement to avoid any download and terminal memory issues). Please see attached North American BANCARD Merchant Services agreement.

- Next Day Deposit,+
- NO cost to start this new program,
- NO paper statement fee,
- NO downtime as we handle the transfer for you at no cost to you.

Limited time offer!

Takes **5 minutes** to complete:

- page 1 of application: **Initial & Complete** where indicated by the arrows
 - **TAX ID &**
 - **OWNERSHIP** section
- SIGN** at the bottom of all pages where indicated by the arrows,
- Include **Voided Check** for your deposits to start SAVING.
- FAX** to **888-262-5167** or try **888-446-6532** for a quick approval.

I want to personally thank you for your business. I wish you continued success and look forward to serving you in the years to come!

* Certain conditions may apply.

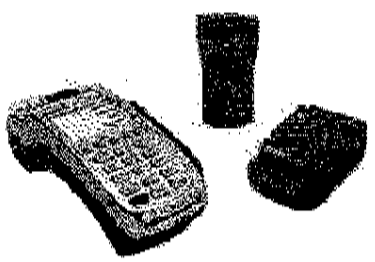
To be removed from our offer to LOWER your merchant cost, write REMOVE at the TOP and fax this back to **(888) 518-4214** or Call 888-446-6532

Failure to comply with request within 30 days is unlawful.

FREE TERMINAL PLACEMENT AGREEMENT



FREE Verifone Vx520 Terminal or Vx520 w/ CR1000i Check Imager



- EMV-ready, PCI PED approved, advanced security including SSL
- Integrated NFC capabilities and expandable memory exceeding 500MB
- Superior performance for faster transaction processing
- Ethernet connection for lightning-fast transactions
- Multiple payment and value-added applications
- Lower cost, higher performance
- Small size keeps countertops clutter free

FREE Verifone Vx520 Terminal or Vx520 w/ CR1000i Check Imager

This Agreement is a contract between the Merchant named below and North American Bancard, Inc. (NAB). NOW THEREFORE, North American Bancard (NAB) and the Party (Merchant) agree as follows:

- Merchant agrees that the Equipment is the property of NAB, is being licensed to Merchant, and must be returned in good and working condition within ten (10) days of the termination or expiration of the Merchant Account with NAB. If the Equipment is not returned within ten (10) days, Merchant agrees to pay the equipment value (Vx520 = \$895, Vx520 Combo with check imager = \$1345, Pinpad \$100). Merchant authorizes NAB to ACH my account for said fees according to program. In addition, Merchant agrees to be responsible for any damage to the Equipment as a result of misuse or negligence. NAB reserves the right to replace the above models with comparable models and to add or discontinue models.
- Merchant agrees to indemnify and hold NAB harmless from and against any and all liabilities, losses, claims, damages, disputes, offsets, claims or counterclaims of any kind in any way related to the use (or misuse) of the Equipment. Merchant understands that NAB agrees to free overnight delivery of replacement equipment, fully programmed and ready to use, up to but not exceeding twice the first year, and that each additional incident will incur a fee of \$99.

Merchant has accepted the following equipment (the "Equipment") by checking one box below:

Verifone Vx 520 Terminal (equipment value of \$895)

Select Connection Type:

Dial Up Connection

IP Connection (Cable/DSL)

ISP Provider

ISP Phone Number

Except as herein otherwise expressly provided, the Merchant Agreement, as heretofore amended, shall remain in full force and effect.

Merchant's Authorized Signer: _____
 Owner's or Officer's Signature Date

North American Bancard: _____
 Account Executive Signature Date

INDIVIDUAL GUARANTY (NO TITLES) I/We hereby guarantee to NAB, their successors and assigns, the full, prompt and complete performance of Merchant and all of Merchant's obligations under this Agreement, including, but not limited to, all monetary obligations arising out of Merchant's performance or nonperformance under this Agreement, whether arising before or after termination of this Agreement. The undersigned, by signing below, agrees to be bound by the Agreement and this Guaranty.

 Personal Guarantor Printed Name Date

 Personal Guarantor Signature Date

BANK DISCLOSURE

Member Bank Information
The Bancorp Bank ("Bank")
409 Silverside Road, Ste. 105
Wilmington, DE 19809

Agent Information
North American Bancard, LLC
250 Stephenson HWY
Troy, MI 48063
T. 888-446-6532

Important Bank Responsibilities

1. Bank is the only entity approved to extend acceptance of VISA products directly to a Merchant.
2. Bank must be a principal to the Merchant Agreement.
3. Bank is responsible for educating Merchants on pertinent VISA Operating Regulations or such pertinent rules and regulation of MasterCard International with which merchants must comply. Merchant acknowledges it has read and understood, or seek clarification from Agent or the Bank, all such rules and regulations before submitting a transaction for processing by Agent and Bank.
4. Bank is responsible for and must provide settlement funds to the Merchant.
5. Bank is responsible for all funds held in reserve that are derived from settlement.

Merchant Information

Merchant Name: _____

Merchant Address: _____

Merchant Phone: _____

Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Merchant Agreement.
4. Comply with VISA, MasterCard, And American Express and Discover Operating Regulations.
5. You may download Visa Regulations from Visa's website at:
<https://usa.visa.com/support/small-business/regulations-fees.html>
6. You may download MasterCard Regulations from MasterCard's website at:
<http://www.mastercard.com/us/merchant/support/rules.html>
7. You may download the American Express Merchant Operating Guide from American Express' website at:
<http://www.americanexpress.com/merchantopguide>
8. You may download additional merchant information from Discover Network's website at:
<http://www.discovernetwork.com/merchants/index.html>

The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the VISA Member- Bank is the ultimate authority should the Merchant have any problems.

Merchant's Signature

8/8/16

Date

Merchant's Printed Name & Title

PRICING SCHEDULE

Retail Moto/Internet Interchange PLs Tiered

Interchange, cues, & assessments + 95 bps
 Transaction Fee: \$ 0.10

Qualified discount rate: 0.85 %
 Qualified discount rate (check card): 0.10 %

For details regarding mid-qualified and non-qualified surcharges, please see page 3 section 7.14 of the terms and conditions. For purposes of this agreement the mid-qualified surcharge* is 0 % (\$ 0 per \$100.00) + \$ 0. For purposes of this agreement the non-qualified surcharge is 0 % (\$ 0 per \$100.00) + \$ 0. Card association assessments will be passed through.

*mid-qualified surcharge only applicable to retail listed merchants

OTHER FEES

Dial pay transaction:	\$ _____	Free tablet printer (monthly):	\$ _____	Monthly minimum discount:	\$ <u>25.00</u>
1 & 1 draft capture transaction:	\$ <u>0.25</u>	Free tablet printer/cash drawer (monthly):	\$ _____	Monthly basic service:	\$ <u>5.00</u>
Address verification:	\$ <u>0.10</u>	Wireless transaction:	\$ _____	Chargeback:	\$ <u>26.00</u>
Batch header:	\$ <u>0.35</u>	Wireless monthly network access:	\$ _____	Retrieval:	\$ <u>15.00</u>
Interchange fee pass-through:		Wireless activation:	\$ _____	Account setup:	\$ _____
Credit:	\$ <u>10</u>	Debit transaction:	\$ _____	Annual:	\$ _____
Check Card:	\$ <u>22</u>	Debit monthly gateway:	\$ _____	Voice authorization:	\$ <u>1.00</u>
Phone Swipe (PS) monthly gateway:	\$ _____	FAT transaction:	\$ _____	Annual PCI compliance:	\$ <u>79.00</u>
Phone Swipe add'l unit monthly gateway:	\$ _____	Internet monthly gateway:	\$ _____	NSF Fee:	\$ <u>25.00</u>
Phone Swipe transaction:	\$ _____	Internet transaction:	\$ _____	Paper Statement Fee:	\$ _____

MasterCard Network Access: \$ 0.0208 American Express Network Access: \$ 0.15%
 Visa Network Access: \$ 0.0216 Discover/PayPal Network Access: \$ 0.0185

I understand and acknowledge that I will be automatically enrolled in a 60-day free trial of the My Biz Perks Program. At the end of the trial, I understand that my account will be charged a monthly membership fee of \$ 11.95, and I may opt out at any time by visiting www.mybizperks.com.

CERTIFICATION & AGREEMENT

Merchant acknowledges that you have accessed our Merchant Processing Agreement ("Agreement") at www.nyresourceportal.com/agreement. By signing below, Merchant agrees to all terms and conditions contained therein. From time to time, the Agreement may be updated. When this occurs, Agent will notify Merchant electronically (or by delivery method selected by Merchant at time of disclosure) when such updates have been made. Merchant acknowledges that continued use of Agent Merchant services after the update signifies Merchant Acceptance of updated Agreement. The undersigned is duly authorized to sign on behalf of the Merchant and to bind the Merchant to the terms and conditions set forth in this Merchant Application ("Application") and previously referenced Agreement, and certifies that all information provided in association with this Application is true, correct and complete. By signing below on behalf of Merchant, you authorize Member/Bank and/or Agent to order a consumer credit report on you, and/or Merchant, as well as subsequent consumer credit reports which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account. A Merchant's submission of a transaction to Agent shall be deemed to signify Merchant's acceptance of the Agreement, including the terms and conditions herein.

Merchant: By _____ (Merchant Principal or Corporate Officer Signature)
 _____ (Print Name)
 Date: 8/8/16

~~Merchant: By _____ (Merchant Principal or Corporate Officer Signature)
 _____ (Print Name)
 Date: _____~~

PERSONAL GUARANTY

In consideration of Agents and Bank's acceptance of this Agreement, the undersigned Guarantor (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to Agent and Bank under the Agreement, and payment of all sums due hereunder, and in the event of default, hereby waives notice of default and agrees to indemnify Agent and Bank for all funds due from Merchant pursuant to the terms of the Agreement. Guarantor waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant, and further waives any and all rights or defenses arising by reason of any modification or change in the terms of the Agreement whatsoever, including, without limitation, the renewal, extension, acceleration, or other change in the time any payment or other performance hereunder is due, and/or any change in any interest or discount rate or fee hereunder. Guarantor confirms that Guarantor, collectively or individually, is a party to the Agreement and, unconditionally and specifically authorizes Agent and Bank, or its authorized agent, to debit any overdue fees, costs, chargebacks, fines, fees, penalties, expenses or obligations under the Agreement and/or any collateral relationship with Agent and Bank from any personal checking or other account owned or controlled by Guarantor, and further to report any default hereunder on Guarantor's personal Credit Bureau Report. Guarantor agrees to pay all costs and expenses of whatever nature, including attorney's fees and other legal expenses, incurred by or on behalf of Bank in connection with the enforcement of this Guaranty.

Merchant: By _____ (Guarantor Signature)
 _____ (Print Name)
 Date: 8/9/16

~~Merchant: By _____ (Guarantor Signature)
 _____ (Print Name)
 Date: _____~~

