APPENDIX B

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

WEST LOOP CHIROPRACTIC & SPORTS INJURY CENTER, LTD., and WEST LOOP HEALTH & SPORTS PERFORMANCE CENTER, LLC, on behalf of plaintiffs and the class members defined herein,	)	
Plaintiffs,	)	16 C 5856
v.	)	Judge Guzman Magistrate Judge Gilbert
NORTH AMERICAN BANCARD, LLC, and JOHN DOES 1-10,	)	
Defendants.	)	

AFFIDAVIT OF DR. ALDEN CLENDENIN

Dr. Alden Clendenin, on behalf of West Loop Chiropractic & Sports Injury Center, Ltd., and West Loop Health & Sports Performance Center, LLC, declares under penalty of perjury, as provided for by 28 U.S.C. §1746, that the following statements are true:

1. I have personal knowledge of the facts contained herein.

2. I am the President of West Loop Chiropractic & Sports Injury Center, Ltd.

3. I am the Manager of West Loop Health & Sports Performance Center, LLC.

4. West Loop Chiropractic & Sports Injury Center, Ltd., and West Loop Health & Sports Performance Center, LLC are the plaintiffs in the above-captioned lawsuit.

5. On April 18, 2016, plaintiffs West Loop Chiropractic & Sports Injury Center, Ltd., and West Loop Health & Sports Performance Center, LLC received the unsolicited fax advertisement attached as Exhibit A on their facsimile machine from defendant North American

Bancard, LLC.

6. On April 26, 2016, plaintiffs West Loop Chiropractic & Sports Injury Center, Ltd., and West Loop Health & Sports Performance Center, LLC received the unsolicited fax advertisement attached as Exhibit B on their facsimile machine from defendant North American Bancard, LLC.

7. West Loop Chiropractic & Sports Injury Center, Ltd., and West Loop Health & Sports Performance Center, LLC have never done business with defendant North American Bancard, LLC.

8. West Loop Chiropractic & Sports Injury Center, Ltd., and West Loop Health & Sports Performance Center, LLC did not consent to receive advertising facsimiles from defendant North American Bancard, LLC.

9. Pursuant to 47 U.S.C. § 227 (b)(3), West Loop Chiropractic & Sports Injury Center, Ltd., and West Loop Health & Sports Performance Center, LLC are entitled to receive $1,500 in statutory damages for each unsolicited facsimile advertisement that was sent to them by defendant North American Bancard, LLC.

Executed at Chicago, Illinois, on 7.14.16, 2016

Dr. Alden Clendenin, on behalf of West Loop Chiropractic & Sports Injury Center, Ltd., and West Loop Health & Sports Performance Center, LLC

OFFICIAL SEAL
JULIE CLARK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/20/16

Subscribed and sworn before me
this 14th day of July, 2016

Notary Public

Executed on 7.14, 2016

EXHIBIT A

FAX

North American BANCARD

Merchant Services

Tel: 888-446-6532 Fax: 888-428-4037 & 888-446-6532

TO: Jessica/Sports Inj Ctr W Loop Chiropractic	FROM: Evelyn Thompson, Account Manager
Fax: 3123469358	DATE: 4/18/16
RE: **Your Merchant Account**	PAGES: 5
☒ URGENT ☒ FOR REVIEW ☒ PLEASE REPLY	

We called your office earlier and wanted to follow up 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 **888-428-4037** 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) 519-4214

MERCHANT PROCESSING APPLICATION

FAX to 888-446-6532 for a quick approval

NorthAmerican BANCARD

◉ New Account ○ Additional Location ○ Change of Ownership

Sales Rep: _____ Sales Rep Phone: _____ Sales Rep Email: _____

Sales Rep Fax: _____ Merchant ID (MID): _____ MCC Code: _____

BUSINESS INFORMATION

DBA (Doing Business As) Name: Sports Inj Ctr W Loop Chiropractic	Business/Corporate Name: (as shown on your income tax return)		
Location Address:	City: Chicago	State: IL	Zip: 60607
Statement Mailing Address:	City:	State:	Zip:
Business Phone Number: 3123469356	Business Fax Number: 3123469358		
Email:	Website:		

NB: COPY CHECK and ATTACH as a separate page

Bank Name:	Name on Bank Account:	Checking Account #:	Bank Routing #:

Federal Tax ID: ☐☐☐☐☐☐☐☐☐ TIN Type: ○ EIN ○ SSN Contact Name:

Type of Merchant: ○ Sole Proprietor ○ Partnership ○ LLC ○ Corporation ○ Non-Profit ○ Other _____ Statement Option Type: ◉ Electronic ○ Paper

Business Processing Category: ◉ Retail ○ Restaurant ○ MOTO ○ Internet ○ Other _____

Merchandise/Services Sold: Years in Business:

Currently accept Visa/MasterCard/Discover/AXP? ◉ Yes ○ No

Seasonal Merchant: ○ Yes ◉ No — If yes, indicate active months: J F M A M J J A S O N D

Percent of Business: *(must equal 100%)* Card Swipe 90 % Manually Keyed ____ % Phone/Mail Order 0 % Internet 0 % Total: 100%

Avg Ticket:	High Ticket:	Avg Monthly Volume:	High Monthly Volume:

Transaction Descriptor to Appear on Cardholder's Statement: ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐ Customer Service Phone Number to Appear on Cardholder's Statement:

OWNERS AND OFFICERS (Principals listed below must be majority owners of 51% or greater)

Name:	Title:	Applicant's SS#:	Date of Birth:	Equity Ownership:
Residence Address:	City, State, Zip:		Phone Number:	
Name:	Title:	Applicant's SS#:	Date of Birth:	Equity Ownership:
Residence Address:	City, State, Zip:		Phone Number:	

SERVICES REQUESTED

American Express Volume > $1,000,000 ○ Yes* ○ No *Account#: ☐☐☐☐☐☐☐☐☐☐☐☐ ☐ ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

EBT: ☐ Cash Benefits ☐ Food Stamp (SNAP)* *☐☐☐☐☐☐☐☐☐☐☐☐ ☐ PIN DEBIT (ex. STAR, NYCE, INTERLINK, PULSE, MAESTRO)

Accepting all MasterCard, Visa, Discover Network, and American Express transactions (presumed unless any selections below are checked)

MasterCard	Visa	*Discover Network	*American Express
☐ Credit Transactions Only	☐ Credit Transactions Only	☐ Credit Transactions Only	☐ Credit and Prepaid Card Transactions
☐ Non-PIN Debit Trans	☐ Only Non-PIN Debit Trans	☐ Only Non-PIN Debit Trans	

*Discover full-acquired unless ineligible for program (e.g. Discover retained merchants provide your Discover SE# above)
*AXP full-acquired unless ineligible for program (e.g. merchants over $1MM annual AXP volume, prohibited or do-not-sign merchants) provide your AXP-direct or cond SE# above

All questions regarding this application should be directed to:
North American Bancard, LLC
250 Stephenson HWY
Troy, MI 48083
T. 888-446-6532

Initials _____ SIGN HERE

PRICING SCHEDULE

(•) Retail ( ) Moto/Internet | (•) Interchange Plus ( ) Tiered

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

Qualified discount rate: 0.95 %
Qualified discount rate (check card): 0.10 %

For details regarding mid-qualified and non-qualified surcharges, please see page 3 section 1.14 of the terms and conditions. For purposes of this agreement the mid-qualified surcharge* is _____% ($_____ per $100.00) + $_____. For purposes of this agreement the non-qualified surcharge is _____% ($_____ per $100.00) + $_____. Card association assessments will be passed through.

*mid-qualified surcharge only applicable to retail tiered merchants

OTHER FEES

Dial pay transaction:	$	Free tablet printer (monthly):	$	Monthly minimum discount:	$ 25.00
T & E draft capture transaction	$ 0.25	Free tablet printer/cash drawer (monthly)	$	Monthly basic service:	$ 5.00
Address verification:	$ 0.10	Wireless transaction:	$	Chargeback:	$25.00
Batch header:	$ 0.26	Wireless monthly network access:	$	Retrieval:	$15.00
Interchange fee pass-through:		Wireless activation:	$	Account setup:	$
Credit	$.10	Debit transaction:	$	Annual:	$
Check Card	$.22	Debit monthly gateway	$	Voice authorization	$ 1.00
Phone Swipe (PS) monthly gateway:	$	EBT transaction	$	Annual PCI compliance:	$ 79.00
Phone Swipe add'l unit monthly gateway	$	Internet monthly gateway:	$	NSF Fee:	$ 25.00
Phone Swipe transaction:	$	Internet transaction:	$	Paper Statement Fee:	$

MasterCard Network Access:	$ 0.0208	American Express Network Access:	$ 0.15%
Visa Network Access:	$ 0.0218	Discover/PayPal Network Access:	$ 0.0135

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.myresourceportal.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 purposed 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)

SIGN HERE

(Print Name)

Date: 04/18/16

~~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 waived 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 irrevocably 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 contractual 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)

SIGN HERE

(Print Name)

Date: 04/18/16

~~Merchant: By _____ (Guarantor Signature)~~

~~(Print Name)~~

~~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 48083
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 date 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/merchants/small-business/regulations-fees.html
6. You may download MasterCard Regulations from MasterCard's website at:
   http://www.mastercard.com/us/merchant/support/index.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.

_____ 04/18/16
Merchant's Signature Date

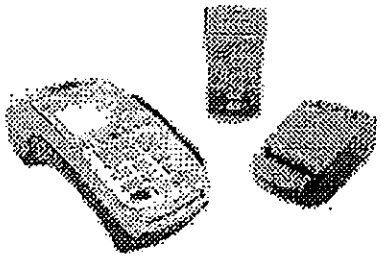
SIGN HERE

_____
Merchant's Printed Name & Title

FREE TERMINAL PLACEMENT AGREEMENT

NorthAmerican BANCARD

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:

I. 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.

II. 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:

- [X] Verifone Vx 520 Terminal (equipment value of $895)
- [ ] Verifone Vx 520 Terminal, CR 1000i Check Imager, Stacker, and all necessary cables (equipment value of $1345)
- [ ] Verifone Pinpad 1000SE and necessary cables (equipment value of $100) – requires monthly $5 debit gateway fee

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

SIGN HERE

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

SIGN HERE

EXHIBIT B

FAX

North American BANCARD

Merchant Services

Tel: 888-446-6532 Fax: 888-428-4037 & 888-446-6532

TO: **Jessica/Sports Inj Ctr W Loop Chiropractic**	FROM: Evelyn Thompson, Account Manager
Fax: 3123469358	DATE: 4/26/16
RE: **Your Merchant Account**	PAGES: 5

☒ URGENT ☒ FOR REVIEW ☒ PLEASE REPLY

We called your office earlier and wanted to follow up 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 **888-428-4037** 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) 519-4214

MERCHANT PROCESSING APPLICATION

FAX to 888-446-6532
for a quick approval

NorthAmerican BANCARD

(•) New Account ( ) Additional Location ( ) Change of Ownership

Sales Rep: _____ Sales Rep Phone: _____ Sales Rep Email: _____

Sales Rep Fax: _____ Merchant ID (MID): _____ MCC Code: _____

BUSINESS INFORMATION

DBA (Doing Business As) Name: Sports Inj Ctr W Loop Chiropractic	Business/Corporate Name: (as shown on your income tax return)		
Location Address:	City: Chicago	State: IL	Zip: 60607
Statement Mailing Address:	City:	State:	Zip:
Business Phone Number: 3123469356	Business Fax Number: 3123469358		
Email:	Website:		

NB: COPY CHECK and ATTACH as a separate page

Bank Name:	Name on Bank Account:	Checking Account #:	Bank Routing #:

Federal Tax ID:	TIN Type: ( ) EIN ( ) SSN	Contact Name:

Type of Merchant: ( ) Sole Proprietor ( ) Partnership ( ) LLC ( ) Corporation ( ) Non-Profit ( ) Other _____

Statement Option Type: (•) Electronic ( ) Paper

Business Processing Category: (•) Retail ( ) Restaurant ( ) MOTO ( ) Internet ( ) Other _____

Merchandise/Services Sold: | Years in Business:

Currently accept Visa/MasterCard/Discover/AXP? (•) Yes ( ) No

Seasonal Merchant: ( ) Yes (•) No
If yes, indicate active months: J F M A M J J A S O N D

Percent of Business: (must equal 100%)
Card Swipe: 90 % Manually Keyed: 10 % Phone/Mail Order: 0 % Internet: 0 % Total: 100%

Avg Ticket:	High Ticket:	Avg Monthly Volume:	High Monthly Volume:

Transaction Descriptor to Appear on Cardholder's Statement: | Customer Service Phone Number to Appear on Cardholder's Statement:

OWNERS AND OFFICERS (Principals noted below must be majority owners of 51% or greater)

COMPLETE

Name:	Title:	Applicant's SS#:	Date of Birth:	Equity Ownership:
Residence Address:	City, State, Zip:		Phone Number:	
Name:	Title:	Applicant's SS#:	Date of Birth:	Equity Ownership:
Residence Address:	City, State, Zip:		Phone Number:	

SERVICES REQUESTED

American Express Volume > $1,000,000
( ) Yes* ( ) No *Account#: _____

☐ _____

EBT: ☐ Cash Benefits ☐ Food Stamp (SNAP)* _____

☐ PIN DEBIT (ex. STAR, NYCE, INTERLINK, PULSE, MAESTRO)

Accepting all MasterCard, Visa, Discover Network, and American Express transactions (presumed unless any selections below are checked)

MasterCard	Visa	*Discover Network	*American Express
☐ Credit Transactions Only	☐ Credit Transactions Only	☐ Credit Transactions Only	☐ Credit and Prepaid Card Transactions
☐ Non-PIN Debit Trans	☐ Only Non-PIN Debit Trans	☐ Only Non-PIN Debit Trans	

*Discover full-acquired unless ineligible for program (e.g. Discover retained merchants provide your Discover SE# above)
*AXP full-acquired unless ineligible for program (e.g. merchants over $1MM annual AXP volume, prohibited or do-not-sign merchants) provide your AXP-direct account SE# above

All questions regarding this application should be directed to:
North American Bancard, LLC
250 Stephenson HWY
Troy, MI 48083
T. 888-446-6532

EPX1215

Initials _____ SIGN HERE

PRICING SCHEDULE

(●) Retail ( ) Moto/Internet | (●) Interchange Plus ( ) Tiered

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

Qualified discount rate: 0.95 %
Qualified discount rate (check card): 0.10 %

For details regarding mid-qualified and non-qualified surcharges, please see page 3 section 1.14 of the terms and conditions. For purposes of this agreement the mid-qualified surcharge* is _____% ($_____ per $100.00) + $_____ For purposes of this agreement the non-qualified surcharge is _____% ($_____ per $100.00) + $_____ Card association assessments will be passed through.

*mid-qualified surcharge only applicable to retail tiered merchants

OTHER FEES

Dial pay transaction:	$	Free tablet printer (monthly):	$	Monthly minimum discount:	$ 25.00
T & E draft capture transaction	$ 0.25	Free tablet printer/cash drawer (monthly):	$	Monthly basic service:	$ 5.00
Address verification	$ 0.10	Wireless transaction:	$	Chargeback:	$25.00
Batch header:	$ 0.25	Wireless monthly network access:	$	Retrieval:	$15.00
Interchange fee pass-through:		Wireless activation:	$	Account setup:	$
Credit	$.10	Debit transaction:	$	Annual:	$
Check Card	$.22	Debit monthly gateway:	$	Voice authorization:	$ 1.00
Phone Swipe (PS) monthly gateway:	$	EBT transaction:	$	Annual PCI compliance:	$ 79.00
Phone Swipe add'l unit monthly gateway	$	Internet monthly gateway:	$	NSF Fee:	$ 25.00
Phone Swipe transaction:	$	Internet transaction:	$	Paper Statement Fee:	$

MasterCard Network Access:	$ 0.0208	American Express Network Access:	$ 0.15%
Visa Network Access:	$ 0.0218	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.myresourceportal.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)

SIGN HERE

(Print Name)

Date: 04/26/16

~~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 waived 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, credits, chargebacks, fines, fees, penalties, expenses or obligations under the Agreement and/or any contractual 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)

SIGN HERE

(Print Name)

Date: 04/26/16

~~Merchant: By _____ (Guarantor Signature)~~

~~(Print Name)~~

~~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 48083
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 transacation 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.

_____ 04/26/16
Merchant's Signature Date

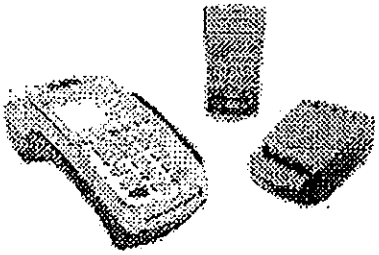
SIGN HERE

_____
Merchant's Printed Name & Title

FREE TERMINAL PLACEMENT AGREEMENT

NorthAmerican BANCARD

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:

I. 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.

II. 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:

- [X] Verifone Vx 520 Terminal (equipment value of $895)
- [ ] Verifone Vx 520 Terminal, CR 1000i Check Imager, Stacker, and all necessary cables (equipment value of $1345)
- [ ] Verifone Pinpad 1000SE and necessary cables (equipment value of $100) – requires monthly $5 debit gateway fee

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

SIGN HERE

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

SIGN HERE