

vantiv[®] MERCHANT PROCESSING APPLICATION COVERSHEET

Thank you for choosing Vantiv Integrated Payments Solutions, Inc. ("Vantiv") as your preferred payment card processor. When completed, please fax or e-mail this form along with the **signed** Merchant Processing Agreement to the dedicated Sales Representative listed below.

SALES REPRESENTATIVE INFORMATION

Sales Representative:

Sean Jamison

Email:

Sean.Jamison@vantiv.com

Fax:

(888) 648-8635

APPLICATION DOCUMENTATION

Pages included in this application need to be printed, signed, and dated as indicated in the margins:

- 1. Merchant Processing Application (4 Pages)**
- 2. Schedule II - TransForm[®] Tokenization Agreement (3 Pages)**
- 3. Schedule IV - Equipment Credit Card Payment (1 Page)**

REQUIRED DOCUMENTATION

The following documentation is required and must be submitted with your signed application packet:

Copy of a Voided Business Check

If the check is not pre-printed with your "Doing Business As" (DBA) name and address, please provide a letter from your bank on bank letterhead. The letter must include acknowledgement of having an account along with your nine (9) digit routing/transit number and your deposit checking account number.

Proof of Business

This may be in the form of a copy of your Business License, Tax ID Certification, Articles of Incorporation, 501(c)(3) form, etc.

Payment Card Processing Statement

This should be the last three months of payment card processing statements from your current payment processor.

ADDITIONAL INFORMATION

Vantiv may be required to collect additional information from you in order to complete the underwriting process. Your Sales Representative will contact you if any of the below documentation is needed.

- Marketing Materials that include information such as website address, business card, or flyer with pre-printed business contact information
- Additional payment card processing statements from your current payment processor
- Most recent business tax returns and/or business financial statements
- Business bank statements from the last three months

Debits to your bank account for amounts incurred under your processing agreement will appear with one of the following descriptors: MERCH BANKCARD NET SETLMT or NET SETLMT MERCH BANKCARD. Should your company and/or bank require Vantiv's Company ID# for debits to be initiated, please contact your Sales Representative for further assistance.



MERCHANT PROCESSING APPLICATION

Please carefully review and complete the Merchant Processing Application below, the Merchant Processing Terms and Conditions, available for download at www.vantiv.com/ip-terms-and-conditions or upon request, and any additional forms that may be applicable to you which together make up the Merchant Processing Agreement (the "Merchant Processing Agreement"). Please be sure to keep a copy of all items of the Merchant Processing Agreement for your records. Vantiv Integrated Payments Solutions, Inc. ("Vantiv") / Member Bank's acceptance or rejection of this Merchant Processing Application will be made in a manner authorized by the Merchant Processing Agreement.

Office Use Only	Partner Code:				
	1	1	3	6	7

BUSINESS INFORMATION

Business Legal Name (Must Match Business Tax Return Name): Dupuy's Animal Hospital APVMC		Email Address (Required): drdupuy@bellsouth.net	
Business Name (DBA): Dupuy's Animal Hospital		Website: dupuysanimalhospital.com	
Mailing/Billing Address: 402 Jefferson Terrace Blvd		City: New Iberia	State: LA
		Zip: 70560	
Contact Name: Tina Cartimiglia	Phone #: (337) 560-0806	Fax #: (337) 560-0807	
Location Address (If Different from Mailing Address):			
Contact Name: Tina Cartimiglia	Phone #:	Fax #:	

OWNERSHIP INFORMATION

Ownership: <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Government <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC				Federal Tax ID # (9 Digits): 208177395	
Owner/Partner/Officer/Principal Name: Dr. Christopher Dupuy		Title: Owner	DOB: 7/30/1973	SSN # (9 Digits): XXXXX7895	Equity Ownership %: 100
Home Address: 100 Plantation Drive		City: New Iberia	State: LA	Zip: 70563	Phone #: (337) 560-5054
					Mobile #: (337) 519-5162
Owner 2/Partner/Officer/Principal Name (If Applicable):		Title:	DOB:	SSN # (9 Digits):	Equity Ownership %:
Home Address:		City:	State:	Zip:	Phone #:
					Mobile #:

IMPORTANT DISCLOSURES

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 Processing Agreement. 4. Comply with Visa Operating Regulations.		IMPORTANT MEMBER 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 Processing 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.		MEMBER BANK (ACQUIRER): Fifth Third Bank 8500 Governors Hill Drive Symmes Township, OH 45249 (866) 250-9764	
The responsibilities listed above do not supersede the terms of the Merchant Processing 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.					

Signature (Signature may be evidenced by facsimile): X	Name (please print):	Title:	Date:
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UNLIMITED PERSONAL GUARANTY AND CREDIT INFORMATION AUTHORIZATION

PERSONAL GUARANTEE: In exchange for Vantiv/Member Bank's acceptance of this Merchant Processing Agreement, each person signing immediately below this paragraph (each such person a "Guarantor") is signing this Merchant Processing Agreement as a guarantor of the Merchant identified on page 1 of the Merchant Processing Application. The Merchant Processing Terms and Conditions which include provisions that specifically govern the terms of Guarantor's continuing unlimited personal guaranty are available for download at www.vantiv.com/ip-terms-and-conditions and upon request. By signing below, each Guarantor (i) acknowledges and confirms that, prior to signing, he or she has downloaded or otherwise received and read the Continuing Unlimited Guaranty provisions set forth in Section 11 of the Merchant Processing Terms and Conditions, and (ii) accepts and agrees to be bound by those Unlimited Guaranty provisions. Each Guarantor individually authorizes Vantiv, 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 Processing Terms and Conditions, which are incorporated herein by this reference as if fully set forth herein and has reviewed the Continuing Unlimited Guaranty provisions therein.

Authorized Signature of Guarantor: X	Name of Guarantor (please print):	Business Legal Name: Dupuy's Animal Hospital APVMC	Date:
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SCHEDULE OF FEES

Discount Pricing:

Visa/MasterCard and Discover (V/MC/D) Rate Category

Rate 1			% Discount +		per item
Rate 2	Rate 1+		% Discount +		per item
Rate 3	Rate 1+		% Discount +		per item
Rate 4	Rate 1+		% Discount +		per item
Rate 5	Rate 1+		% Discount +		per item

American Express Opt Blue Rate Category

AMEX			% Discount +		per item
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Visa Rewards, Visa Signature, MasterCard World, MasterCard Enhanced and Discover Premium cards will be assessed an additional 0.16% to the application rate tier. Please review the Rate Descriptions at www.vantiv.com/rate-descriptions for additional information on which interchange programs qualify.

Interchange Plus Pricing:

Visa/MasterCard and Discover (V/MC/D)

Interchange Pass-through + Assessments + 0.10% + \$0.10

American Express Opt Blue

Interchange Pass-through + Assessments + 0.10% + \$0.10

AMERICAN EXPRESS

Existing American Express Number ☐ YES ☒ NO

If Yes, Existing American Express (SEN):

Annual Estimated or Actual American Express Volume is less than \$1,000,000 ☒ YES ☐ NO If No, Merchant is not eligible for the American Express Opt Blue Program

☐ By checking this box, Merchant elects to opt out of the American Express Program

☐ By checking this box, Merchant elects to opt out of receiving American Express Marketing Materials

OCCURRENCE FEES

Visa Fees: Visa Base II Transaction Fee, Visa Exception Item Fee, Visa International Service Fee, Visa Acquirer Authorization Fee, Visa Zero Floor Limit Fee, Visa International Acquirer Fee, Visa Misuse Fee, Visa Fixed Acquirer Network Fee	Pass-through at Visa Rate	Duplicate Transaction Fee (Sales that contain duplicate or erroneous data)	/each (\$)
MasterCard Fees: MasterCard Cross Border Fee (US and Non-US), MasterCard Tran Fee, MasterCard Network Access Bridge Usage Fee, Processing Integrity Fee	Pass-through at MasterCard Rate	Retrieval Fee	5.00 /each (\$)
Debit Network Fees including but not limited to: interchange, sponsorship, switch and gateway fees	Pass-through at Debit Network Rate	Chargeback Fee	20.00 /each (\$)
Discover Fees: Discover Network Authorization Fee	Pass-through at Discover Rate	Merchant Application Fee	/one-time (\$)
American Express Estimated Annual Charge Volume	12000.00 (\$)	Setup Fee	/one-time (\$)
American Express Authorization Fee	/each (\$)	Reprogram Fee	/one-time (\$)
EBT Authorization Fee	0.20 /each (\$)	Regulatory & Compliance Fee	/month (\$)
Voice Authorization Fee	0.75 /each (\$)	Recurring Payments Fee	/month (\$)
Debit Transaction Fee	/each (\$)	Virtual Terminal Fee	/month (\$)
Annual Fee	/each (\$)	Merchant Reporting Fee	5.00 /month (\$)
Batch Fee	/each (\$)	PCI Program and Breach Assist Fee (see Section 9A, 6G of the Merchant Processing Terms and Conditions)	/month (\$)
Monthly Minimum Discount Fee	/each (\$)	Monthly Discount Adjustment <input type="checkbox"/> YES	
Dial Transaction Surcharge (per Transaction)	/each (\$)	0.02% of gross sales amount of each Transaction settled monthly	
Signature Monthly Location Fee	/each (\$)	Other:	<input checked="" type="checkbox"/> Opt Out of Paper Statements

MERCHANT BANK ACCOUNT INFORMATION Please Supply Voided Check or Bank Letter For This Account

In accordance with the Merchant Processing Terms and Conditions, transfer funds will be made to/from the account set forth in the enclosed voided check or bank letter.

Bank Name:

Midsouth Bank

Routing # (9 Digits):

065203431

DDA Account #:

1073915

ADDITIONAL SERVICES

Value Added Services (May Require Additional Addendum(s)):

☐ Check Services ☒ TransForm® Tokenization ☐ Gift Card ☐ Wireless ☐ ACH

☐ EBT provide FCS # ☐ Other

Payment Platform:

☒ Express to Vantiv ☐ Express to TSYS

☐ TSYS ☐ Other

BUSINESS PROFILE AND ASSUMPTIONS

Application Type:		Business Open Date:	Length of Ownership:
<input type="checkbox"/> Additional Location <input type="checkbox"/> Ownership Change <input type="checkbox"/> Never Accepted Credit Cards		12/1/2003	13 Years 4 Months
<input checked="" type="checkbox"/> Processor Change <input checked="" type="checkbox"/> Previous Processor Electronic Payment Systems		Monthly Card Volume (Visa/MC/DS):	Average Ticket (Visa/MC/DS):
		\$95,000.00	\$105.00
		Highest Ticket (Visa/MC/DS):	\$3,500.00
Seasonal Sales (Yes or No): No		High Volume Months:	
		<input type="checkbox"/> JAN <input type="checkbox"/> FEB <input type="checkbox"/> MAR <input type="checkbox"/> APR <input type="checkbox"/> MAY <input type="checkbox"/> JUN <input type="checkbox"/> JUL <input type="checkbox"/> AUG <input type="checkbox"/> SEP <input type="checkbox"/> OCT <input type="checkbox"/> NOV <input type="checkbox"/> DEC	
Type of Goods/Services Sold: veterinary		Delivery Method of Goods Sold:	
Sales Profile:		Rate Description/Business Type (Check One):	
Business to Consumer	100 %	<input checked="" type="checkbox"/> Retail Card Present	<input type="checkbox"/> Lodging
		<input type="checkbox"/> CNP E-Commerce	<input type="checkbox"/> Car Rental
Business to Business	0 %	<input type="checkbox"/> CNP Retail	<input type="checkbox"/> Restaurant
		<input type="checkbox"/> Card Not Present	<input type="checkbox"/> Other _____
TOTAL = 100%		TOTAL = 100%	
If your profile includes MOTO, do you charge the card upon shipment of merchandise?		Do you use a fulfillment house?	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
If yes, please provide a list of all third party fulfillment houses			
Do you work with any third parties that may have access to cardholder data?		Have you or any associated principal disclosed above, filed bankruptcy or been subject to involuntary bankruptcy?	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
If yes, please provide a contact list of all third parties who may have access		If yes, please provide Date _____	
Have you or any associated principals been involved in a known or suspected cardholder data compromise or security breach?		Have you or any associated principals been placed in Visa and/or MasterCard's Excessive Chargeback Monitoring Program?	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

PATRIOT ACT AND BACKGROUND AUTHORIZATION

To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. The undersigned entity(ies) and individuals hereby unconditionally authorize Vantiv 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 Vantiv or Member Bank whether or not a consumer report was requested, Vantiv and/or Member Bank will tell such individual and, if Vantiv and/or Member Bank received a report, Vantiv 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 term of the Merchant Processing Agreement. By providing your SSN and signing this Merchant Processing Application, you, in your individual capacity, unconditionally authorize Vantiv and Member Bank to obtain your consumer credit report.

COMPLIANCE INFORMATION

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 PCI DSS.

MERCHANT ACCEPTANCE AND SIGNATURE

Merchant acknowledges and agrees that Merchant has downloaded or otherwise received a copy of the Merchant Processing Terms and Conditions which are available at www.vantiv.com/ip-terms-and-conditions and upon request. The Merchant Processing Terms and Conditions are incorporated herein by this reference as if fully set forth herein. Merchant agrees to and accepts the Merchant Processing Terms and Conditions set forth in this Merchant Processing Application, the Merchant Processing Terms and Conditions and any other additional applicable forms (collectively, the "Merchant Processing Agreement"). Merchant acknowledges that no handwritten changes have been made to the printed text of the Merchant Processing Agreement and that the parties may produce and rely on a copy or electronically stored image of the Merchant Processing Agreement for all legal purposes. Merchant represents, warrants and certifies to Vantiv and Member Bank that it has reviewed all 4 pages of this Merchant Processing Application, that all information provided herein is true, correct and complete and that Vantiv and Member Bank may rely on the information contained in this Merchant Processing Application without further investigation, for all purposes. Merchant acknowledges and agrees that Vantiv 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 Processing Agreement and it has not relied on any promises, representation, warranties or covenants of the independent sales representative, Vantiv or others. Merchant acknowledges and agrees that the Merchant Processing Agreement shall not be altered by any prior, contemporaneous or subsequent oral representations made by any party. Merchant further authorizes the release of Merchant information in accordance with the provisions of Section 10 of the Merchant Processing Terms and Conditions.

IN WITNESS WHEREOF Merchant has caused this Merchant Processing Agreement to be executed by its duly authorized representative effective in accordance with the Merchant Processing Terms and Conditions. The Merchant Processing Agreement shall be binding upon Merchant upon earlier of Merchant's execution below or Merchant's first processed transaction.

Signature (Signature may be evidenced by facsimile):	Name (please print):	Title:	Date:
X			

EQUIPMENT (To be completed and fulfilled by Vantiv Integrated Payments)

Equipment Information:

Quantity 1	Description triPOS Verifone Vx805	Quantity 1	Description triPOS Verifone Vx805
Quantity _____	Description _____	Quantity _____	Description _____
Quantity _____	Description _____	Quantity _____	Description _____
Quantity _____	Description _____	Quantity _____	Description _____

Batch Information (Selection Required for Terminal(s) Only):

☒ Auto Close Time **11:30** AM/PM **PM**
☐ Manual Batch Close

Special Instructions:

**AVImark setup w/pass, VT setup
free equip promo**

POS System/Software/Gateway:

☒ Virtual Terminal ☒ TransForm® Payments2Go

Payment Application **AVImark software**

Payment Application Version _____

of Workstations **1**

Vendor _____

Contact _____

Phone _____

Terminal Options:

☐ Tips (No auto-close)

☐ Server Number

☐ Ticket/Table Number

☐ Other _____

Wireless:

MAN/LLI # _____

ESN _____

S/N _____

Other _____

Lodging:

☐ Full Lodging Application (Includes Folia/Room/Check-in/Check-out)

☐ Retail Application (Schedule VII - PreAuthorized Lodging Required)

☐ Other _____

Store Policy/Trailer (Terminal Only):

☐ Have a Nice Day ☐ All Sales Final ☐ No Refunds Allowed ☐ Exchange Only Within _____ Days ☐ Other _____
Please include a copy of your return/refund policy

SITE INSPECTION INFORMATION

Location Type:

☒ Retail Storefront ☐ Industrial Building ☐ Home Based ☐ Office Building ☐ Other _____

SALES REPRESENTATIVE SITE INSPECTION AGREEMENT: By signing below, signatory verifies that this business appears legitimate, he/she has physically inspected the business premises, the information stated in this Merchant Processing Agreement is correct to the best of his/her knowledge, and the information has been presented to him/her by the Merchant.

Signature (Sales Representative Signature):

Name (please print):

Date:

Sign
Here

Date
Here



SCHEDULE II - TRANSFORM® TOKENIZATION AGREEMENT

BUSINESS INFORMATION

Business Legal Name ("Merchant"):

Dupuy's Animal Hospital APVMC

Business Name (DBA):

Dupuy's Animal Hospital

Federal Tax ID # (9 Digits):

208177395

Mailing/Billing Address:

402 Jefferson Terrace Blvd

City:

New Iberia

State:

LA

Zip:

70560

Location Address (if different than above):

402 Jefferson Terrace Blvd

City:

New Iberia

State:

LA

Zip:

70560

AGREEMENT

This TransForm® Tokenization Agreement (the "Agreement") is between the Merchant and Vantiv Integrated Payments Solutions, Inc., with offices at 500 North Juniper Drive, Suite 100, Chandler, AZ 85226 ("Vantiv"). This Agreement will be effective after Merchant's execution and delivery of the Agreement to Vantiv and Vantiv's subsequent acceptance thereof (the "Effective Date"). Merchant and Vantiv are parties to a Merchant Processing Agreement ("Merchant Processing Agreement") for the provision of certain payment processing services. Merchant desires to engage Vantiv as a solution provider to Merchant to store authorized customer billing information for recurring transactions and so, for valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1.0 DEFINITIONS

The following terms when used in this Agreement will have the meanings set forth in this Section:

- 1.1 "**Account Updater Service**" means a service provided through the Associations that enables Merchants to determine if a cardholder's account number has been updated by the cardholder's issuer, provided that the cardholder's issuer is a participant in the Account Updater program. The availability or functionality of the Account Updater Service may be modified by the Associations or Vantiv's acquiring bank upon notice to Merchant.
- 1.2 "**Association**" means Visa, Inc., MasterCard International, Inc., American Express, the Discover Network, ATM/Debit Networks, and other financial service card organizations and any successor organizations.
- 1.3 "**Authentication Data**" means the full magnetic stripe data, the CVV2/CVC2/CID and the PIN or PIN block located on credit cards and debit cards.
- 1.4 "**Confidential Information**" means any information of a party (including, without limitation, third party information) disclosed to the other party orally or in any medium, including trade secrets, technical processes and formulas, software, customer lists, pricing, unpublished financial information, business plans, projections, and marketing data, and any other information which is identified in writing as confidential to the disclosing party or a third party. Confidential Information shall not include information that (i) is known to the receiving party at the time it receives Confidential Information; (ii) has become publicly known through no wrongful act of the receiving party; (iii) has been rightfully received by the receiving party from a third party authorized to make such communication without restriction; (iv) has been approved for release by written authorization of the disclosing party; or (v) is required by law to be disclosed, provided the receiving party has given the disclosing party prior written notice (unless such notice is legally prohibited) so that the disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with the confidentiality provision set forth in this Agreement.
- 1.5 "**Laws**" means applicable United States and foreign federal, state/provincial, or local laws, rules, regulations and pronouncements of all governmental, administrative and judicial authorities.
- 1.6 "**PAD**" means payment account data, including but not limited to credit and debit card account data, expiration month and year, cardholder name, checking account number, and customer bank routing information.
- 1.7 "**PAI**" means Payment Account Identifier. PAI is a unique identifier that is assigned by Vantiv that references a payment account record.
- 1.8 "**TransForm® Tokenization Service**" means the Vantiv service designed to move Merchant's customer cardholder data offsite to Vantiv's PCI DSS compliant storage facility. Vantiv's servers create and then return a unique PAI to the Merchant's software application. Encryption is used to protect cardholder data while in transit. Using the PAI, Merchant can bill a card on file and/or schedule automatic payments, enabling the Merchant to securely process transactions from payment account records.
- 1.9 "**PCI DSS**" means the Payment Card Industry Data Security Standards as promulgated by the PCI Security Standards Council.
- 1.10 "**Rules**" means the written regulations and procedures issued by the Associations, as amended from time to time.

2.0 PRICING

- 2.1 **TransForm® Tokenization Service Storage Fees.** Vantiv will charge Merchant monthly fees per Corporate ID for its use of the TransForm® Tokenization Service as set forth below. Merchant will pay Vantiv a fixed monthly fee per Corporate ID provided that the total PAIs stored for such ID does not exceed the PAI Maximum per month (the "PAI Maximum"). Should the total PAIs stored in any month for such Corporate ID exceed the PAI Maximum, Merchant will pay an additional fee per each PAI stored in such month for such ID in excess of the PAI Maximum.

FIXED FEE	PAI MAXIMUM	ADDITIONAL FEE
15.00 /month (\$)	251+ /month	0.10 /each (\$)

- 2.2 **Account Updater Service Pricing.** ☐ If this box is checked, then the Merchant is electing to receive the Account Updater Service and agrees to pay the pricing set forth below. Merchant may terminate receipt of the Account Updater Service at any time upon 30 days prior written notice to Vantiv without further liability for the Account Updater Services other than for charges incurred but unpaid as of the effective date of such termination. Vantiv will charge Merchant a one-time set-up fee per Merchant ID ("MID"), a fixed monthly charge per MID, and a charge per valid update for use of the Account Updater Service as set forth below:

ACCOUNT UPDATER FEES	
Set-Up Fee per MID*	/one-time (\$)
Fixed Monthly Charge per MID	/month (\$)
Charge per Valid Update**	/each (\$)

*Set-up fee is applied upon the start or re-start of Account Updater Service for each MID at any time during the term.

**A "valid update" is defined as an update in which a match for the cardholder's account number is made and either: (i) a new account number is provided, (ii) information that the account has been closed is provided, (iii) a new expiration date is provided, or (iv) a "contact cardholder" message has been provided.

3.0 TERM AND TERMINATION

3.1 **Term.** The term of the Agreement shall begin on the Effective Date and shall be coterminous with the Merchant Processing Agreement.

3.2 **Termination.** This Agreement may be terminated: (i) by either party on 30 days prior written notice of termination to the other party if the other party is in breach of a material obligation hereunder and does not cure such breach prior to the expiration of such notice period; (ii) by Vantiv on 30 days prior written notice to Merchant for any or no reason; or (iii) by Vantiv immediately (a) if Merchant is in material breach of its obligations under Sections 7.0, 8.0, 9.0, or 10.1, (b) in order to comply with applicable law or requests of governmental, administrative or judicial authorities, or (c) if Vantiv reasonably believes that continuing to provide the TransForm® Tokenization Service to Merchant could create a substantial economic or technical burden or material security risk for Vantiv.

3.3 **Access to Information After Termination.** Upon termination of this Agreement and within five business days of agreement between the parties on the means of transfer and after Merchant's payment of the data retrieval fee based on the number of Merchant's stored records as set forth in the table below, Vantiv will provide a data file including all stored records to a PCI DSS compliant facility designated by Merchant. The data retrieval fee will be calculated cumulatively so that all stored records will be billed at the same lower fee per record once a higher volume tier is reached. Records may only be provided to a PCI DSS compliant facility with file format and encryption requirements to be determined in Vantiv's reasonable discretion. Notwithstanding the foregoing, there shall be no data retrieval fee charged to Merchant in the event of termination of this Agreement pursuant to Section 3.2(ii) or (iii)(c), or a termination by Merchant for Vantiv's default as set forth in Section 3.2(i) above.

STORED DATA	DATA RETRIEVAL FEE
1 - 5,000 PAI's	\$2,000 (minimum data retrieval fee)
5001 - 250,000 PAI's	\$0.40 per stored record
250,001 - 500,000 PAI's	\$0.35 per stored record
500,001 - 750,000 PAI's	\$0.25 per stored record
750,001+ PAI's	\$0.20 per stored record

4.0 COMMUNICATION METHODS

Merchant will establish and maintain secure data communication connections and shall transmit data to Vantiv in the format required by Vantiv.

5.0 USE OF TRANSFORM® TOKENIZATION

Merchant will immediately update PAD upon additions, deletions, and changes to the underlying data. Merchant will create, delete, and query payment account records in accordance with instructions provided by Vantiv.

6.0 USE OF ACCOUNT UPDATER

Merchant must have an existing relationship with the cardholder in order to make an inquiry using the Account Updater Service and hereby agrees to comply with the Merchant requirements of the Account Updater terms of use as set forth in the Rules. The Account Updater Service may not interface with third party software or third party services. If Merchant uses third party software or a third party service to process recurring transactions then Merchant understands and agrees that Merchant may be required to make manual updates to recurring transaction information based on Account Updater Service updates.

7.0 PAYMENT

Vantiv, or a bank acting on its behalf, periodically will debit any amounts owed by Merchant hereunder from Merchant's designated checking or savings account via the Automated Clearing House network pursuant to the authorization set forth in Section 11.0 below. Vantiv will charge a fee of \$25 per item for any returned ACH transactions on Merchant's designated account. In addition, Vantiv may terminate this Agreement, or suspend the provision of services, if Merchant fails to maintain an adequate balance in the account designated hereunder and does not make payment to Vantiv of any outstanding amounts within 48 hours of written or oral notice by Vantiv of such failure. Amounts debited by Vantiv hereunder shall be considered accurate and affirmed by Merchant 30 days after the date of such debit, unless Merchant notifies Vantiv in writing of any inaccuracy within such 30 day period. Merchant is fully responsible for and agrees to pay all taxes and other charges imposed by any government authority on the services provided under this Agreement and on any transactions processed pursuant to this Agreement, excluding any taxes based on Vantiv's net income.

8.0 COMPLIANCE

Merchant represents, warrants, and agrees that it will comply at all times with: (i) all Laws and (ii) the applicable Rules and the PCI DSS. Merchant agrees that it has reviewed and understands applicable Laws and the Rules and the PCI DSS. Merchant shall notify Vantiv of all third party providers used by Merchant that capture, store, transmit, or process cardholder information ("Third Party Providers"). Merchant shall give Vantiv at least 90 days written notice of any changes in Third Party Providers and must ensure that all Third Party Providers are registered with the Associations.

9.0 MERCHANT INFORMATION

Merchant represents and warrants to Vantiv that the information set forth in this Agreement and any additional information provided by Merchant for the set-up of Merchant's account, is complete and accurate. Merchant will notify Vantiv of any changes of ownership, regulatory actions or financial conditions that could materially affect Vantiv's rights under this Agreement.

10.0 ADDITIONAL TERMS

10.1 **Confidentiality.** Neither party shall disclose the Confidential Information of the other party to any third party other than those consultants or agents of a party whose knowledge is necessary for the purposes of this Agreement, provided that such consultants and agents have executed a written confidentiality agreement requiring that they protect such Confidential Information which agreement is at least as protective of the Confidential Information as this provision. The parties will each be responsible for any breach of this Agreement by their consultants or agents and each party agrees to take all reasonable measures (including, but not limited to, court proceedings) to restrain its consultants or agents from disclosure or improper use of the other party's Confidential Information. The parties each agree that they and their consultants and agents shall not use the other party's Confidential Information for any purpose other than to fulfill their obligations under this Agreement. A party receiving Confidential Information agrees to protect the Confidential Information with at least the same degree of care as it exercises to protect its own confidential information of like character, but in no event less than a reasonable degree of care, except to the extent that applicable law or professional standards require a higher standard. The obligations of the parties under this section will survive termination of this Agreement for whatever reason, and will bind the parties, their successors and assigns.

10.2 **Assignment.** Merchant may not assign this Agreement without the prior written consent of Vantiv. Vantiv may assign this Agreement without Merchant's consent.

10.3 **Indemnification.** Merchant agrees to indemnify, defend and hold harmless Vantiv, its employees, officers, agents, shareholders, representatives and directors from any and all fines, penalties, losses, claims, expenses (including attorney fees and the allocable costs of in-house counsel), or other liabilities resulting from or in connection with: (i) Merchant's use of the TransForm® Tokenization Service, (ii) Merchant's storage of any cardholder data, or (iii) Merchant's breach of this Agreement.

10.4 **Limitation of Liability.** Under no circumstances shall Vantiv be liable to Merchant or any third party for any indirect, special, incidental, consequential, punitive, exemplary or multiple damages arising out of or related to this Agreement (including, without limitation, Vantiv's provision of the TransForm® Tokenization Service hereunder), regardless of the legal theory on which such claim is based (whether based in contract, tort, warranty, strict liability, negligence, or any other legal theory), even if Vantiv has been advised, knew, or should have known of the possibility of such damages (which include, but are not limited to, loss of profits, revenue, savings, software, data or goodwill, the claims of third parties, and/or injury to persons or property).

The parties expressly agree that the total liability of Vantiv under this Agreement (including, without limitation, for Vantiv's performance or the failure of such performance hereunder, or for any breach hereof) will be exclusively limited to an amount equal to the aggregate service fees actually received by Vantiv from Merchant during the one month period ending on the date on which the event giving rise to the claim for damages occurred. Merchant accepts the restrictions on its right to recover additional damages as part of its bargain with Vantiv, and Merchant understands and acknowledges that, without such restrictions, the consideration for the services provided hereunder would be higher.

10.0 ADDITIONAL TERMS (con't)

- 10.5 **Force Majeure.** Vantiv shall not be liable to Merchant or any third party for any delay in or failure of its performance under this Agreement (including, without limitation, any disruption in service) resulting from any act of God, fire, flood, explosion or other natural disaster, severe weather, actions or impositions by governmental, administrative or judicial authorities, phone or Internet outages or disruptions, strike, labor dispute, vandalism, theft, riot, commotion, act of public enemies, blockage or embargo or any other cause beyond the reasonable control of Vantiv.
- 10.6 **Disclaimer of Warranties.** The TransForm® Tokenization Service is being provided to Merchant by Vantiv "as-is" and without any warranty of any kind. Vantiv disclaims any express or implied warranty, including but not limited to implied warranties of merchantability, non-infringement, or fitness for a particular purpose.
- 10.7 **Notices.** All notices shall be in writing and shall be deemed properly given and effective: (i) three business days after being sent by registered or certified mail, postage prepaid, return receipt requested; (ii) one business day after being sent by a nationally or internationally recognized overnight courier; or (iii) the same business day when delivered personally to the addresses listed above for the respective parties. The parties shall have the right to change their listed address by informing the other party in the same manner.
- 10.8 **Severability.** If any provision of this Agreement is illegal, the invalidity of such provision will not affect any of the remaining provisions, and this Agreement will be construed as if the illegal provision is not contained in the Agreement. This Agreement will then be deemed modified to the extent necessary to render the remaining provisions enforceable.
- 10.9 **No Waiver.** Except as otherwise provided in this Agreement, no failure or delay on the part of any party in exercising any right under this Agreement will operate as a waiver of that right, nor will any single or partial exercise of any right preclude any further exercise of that right.
- 10.10 **Prevailing Party, Applicable Law and Venue.** The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs. Jurisdiction and venue for any claim or cause of action arising under or relating to this Agreement shall be exclusively in the state or federal courts located in Hamilton County, Ohio and this Agreement shall be governed and construed in accordance with the laws of the State of Ohio without regard to Ohio's body of conflict of law provisions. The parties irrevocably consent to jurisdiction and venue in Hamilton County and waive, to the fullest extent permitted by law, any objection that they may have to this selection of venue.
- 10.11 **Survival of Claims.** Any claim arising out of or related to this Agreement must be brought no later than one year after it has accrued.
- 10.12 **Entire Agreement, Other Matters.** This Agreement contains the entire agreement of the parties and supersedes any other agreements (written or oral), instruments or writings as to its subject matter. The headings used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. All sections mentioned in the Agreement reference section numbers of this Agreement. The language used will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. This Agreement shall not be deemed to be for the benefit of any third party.
- 10.13 **Amendments.** Except as hereinafter provided, no amendment or modification of this Agreement shall be valid unless in writing and signed by the parties. Vantiv may amend this Agreement to take into account changes in law or regulations, Rules or other industry mandates, to accommodate changes imposed on Vantiv and to make other changes deemed necessary by Vantiv, provided that such changes do not materially alter the ongoing obligations of the parties, by sending Merchant written notice of such amendment.
- 10.14 **Counterparts.** This Agreement may be executed by the parties in separate counterparts and transmitted by fax or e-mail of a scanned copy, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
- 10.15 **Survival.** The rights and obligations of the parties hereunder which by their nature would continue beyond the termination or cancellation of this Agreement (including, without limitation, those relating to confidentiality, payment of charges, indemnification and limitations of liability) shall survive any termination or cancellation of this Agreement subject to the limitation set forth in Section 10.10 above.
- 10.16 **Authority.** Each party represents and warrants that it has the legal capacity and authority to enter into and perform its obligations under this Agreement and that those obligations shall be binding without the approval of any other person or entity. Each person signing this Agreement on behalf of a party represents and warrants that they have the legal capacity and authority to sign this Agreement on behalf of that party.

11.0 ACH AUTHORIZATION

Authorization is hereby given to debit the account listed below for the purpose of making payment to Vantiv under this Agreement and for any other amounts owed by Merchant to Vantiv for related equipment or services. Merchant understands and agrees that the account listed below will remain fully funded in order to satisfy ACH debits originated pursuant to the Agreement.

Should Merchant not input account information below, then authorization is hereby given to debit the account which Merchant has authorized for debit pursuant to the Merchant Processing Agreement for the purpose of making payment to Vantiv under this Agreement.

Business Legal Name ("Merchant"):	Routing Number:	Account Number:
Dupuy's Animal Hospital APVMC	065203431	1073915

SIGNATURES

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed, with a complete understanding of the contents hereof, on the dates set forth below.

Agreed and Accepted:

MERCHANT:

Signature (Signature may be evidenced by facsimile):	Name (please print):	Title:	Date:
X			

VANTIV INTEGRATED PAYMENTS SOLUTIONS, INC.:

Signature (Signature may be evidenced by facsimile):	Name (please print):	Title:	Date:
X			



SCHEDULE IV - EQUIPMENT CREDIT CARD PAYMENT

BUSINESS INFORMATION

Business Name (DBA):

Dupuy's Animal Hospital

Contact Name:

Tina Cartimiglia

MID:

EQUIPMENT (To be completed and fulfilled by Vantiv Integrated Payments)

Authorization is hereby given to debit or credit the account listed herein for the purpose of making a one-time payment to Vantiv Integrated Payments Solutions, Inc., ("Vantiv") for the equipment items listed below. Merchant agrees that the account listed below has adequate funding to satisfy the debit pursuant to this Schedule IV. In the event the account designated hereunder fails and does not make payment to Vantiv of any outstanding amounts due, Merchant authorizes Vantiv to debit any amounts owed by Merchant from Merchant's designated account listed on the Merchant Processing Application. Capitalized terms that are used herein but not defined herein will have the meaning as set forth in the Agreement. Sales tax will be added to the Price Per Unit if applicable.

Equipment Information:

Quantity 1	Description triPOS Verifone Vx805	Price Per Unit \$0.00
Quantity 1	Description triPOS Verifone Vx805	Price Per Unit \$250.00
Quantity	Description	Price Per Unit
		Shipping \$15.00

PAYMENT INFORMATION

Name on Card:

Christopher Michael Dupuy

Card Number:

**** * 8953

Card Type:

Discover

Expiration Month:

01

Expiration Year:

21

Billing Address:

402 Jefferson Terrace Blvd

City:

New Iberia

State:

LA

Zip:

70560

Phone #:

(337) 560-0806

ACCEPTANCE SIGNATURE

By signing below, the undersigned represents and warrants that the person executing this form is an authorized representative of the Merchant referenced above and has the legal capacity and authority to undertake legally binding obligations on behalf of the Merchant.

Card Holder Signature:

Card Holder Name (please print):

Title:

Date:

X