

**Fill in this information to identify the case:**

Debtor 1 Body Contour Ventures, LLC

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: Eastern District of Michigan

Case number 19-42510-pjs

**Official Form 410**  
**Proof of Claim**

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

<b>1. Who is the current creditor?</b>	<u>Vive Financial LLC, as successor by merger to Dent-A-Med Inc.</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>The HELPCard and HC Processing</u>	
<b>2. Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
<b>3. Where should notices and payments to the creditor be sent?</b>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>	<b>Where should payments to the creditor be sent? (if different)</b>
	<u>Doron Yitzchaki, Dickinson Wright PLLC</u> Name <u>350 S. Main Street, Suite 300</u> Number Street <u>Ann Arbor MI 48104</u> City State ZIP Code Contact phone <u>734-623-1947</u> Contact email <u>dyitzchaki@dickinsonwright.com</u>	_____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): -----	
<b>4. Does this claim amend one already filed?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) <u>105</u>	
		Filed on <u>06/27/2019</u> MM / DD / YYYY
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$ 1,432,173.89. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
  
See attached and attachments to Proof of Claim #105

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature of property:**  
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)  
  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
  
**Annual Interest Rate (when case was filed)** \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Up to \$3,025\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

Wages, salaries, or commissions (up to \$13,650\* earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

Amount entitled to priority

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02/17/2020  
MM / DD / YYYY

Signature 

Print the name of the person who is completing and signing this claim:

Name Doron Yitzchaki, Esq.  
First name Middle name Last name

Title Member

Company Dickinson Wright PLLC  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 350 S. Main Street, Suite 300  
Number Street

Ann Arbor MI 48104  
City State ZIP Code

Contact phone 734-623-1947 Email dyitzchaki@dickinsonwright.com

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**Attachment to Amended Proof of Claim**

Creditor Vive Financial LLC (“Vive Financial”), as successor by merger to Dent-A-Med Inc. d/b/a The HELPCard and HC Processing Center (“HC Processing”), asserts the following general unsecured claim against Debtor Body Contour Ventures, LLC (the “Debtor”)<sup>1</sup>, which amends Proof of Claim #105 previously filed by HC Processing:

1. \$1,409,673.89 as of February 14, 2020, which represents cardholder chargebacks processed for which credit is due from the Debtor as of February 14, 2020 under the HELPCard Merchant Agreement attached to Proof of Claim #105. The total claim amount may grow as additional cardholder chargeback requests are received and/or processed going forward. Vive Financial reserves the right to supplement its claim as additional chargebacks become known to it or are liquidated; and

2. \$22,500.00 pursuant to 11 U.S.C. § 502(h), which represents funds paid to the Creditor Trustee in settlement of alleged preferential transfers.

**TOTAL = \$1,432,173.89**

Redacted documents supporting Vive Financial’s claims include those attached to Proof of Claim #105 and those attached hereto. Additional documents may be available upon written request to Doron Yitzchaki, Dickinson Wright PLLC, 350 S. Main Street, Suite 300, Ann Arbor, MI 48104, (734) 623-1947, [dyitzchaki@dickinsonwright.com](mailto:dyitzchaki@dickinsonwright.com).

Vive Financial reserves the right to amend this Proof of Claim: (1) as additional claims become known to Vive Financial or are liquidated; and/or (2) to correct or clarify this Proof of Claim. ANNARBOR 87508-1 261580v1

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<sup>1</sup> Vive Financial believes that the debts listed herein are owed by Debtor Body Contour Ventures, LLC. However, to the extent the debts are owed to Vive Financial by any co-Debtor, Vive Financial intends to and hereby does assert its claims against whichever debtor entity or entities are responsible for payment.

CardNum	Name	MerchNum	PublicFullName	LastChargeDate	Net Funded
		21267	LightRX Ann Arbor	10/16/2017	2,252.16
		21267	LightRX Ann Arbor	11/13/2018	5,580.00
		21267	LightRX Ann Arbor	11/29/2016	900.52
		21267	LightRX Ann Arbor	7/13/2017	1,602.00
		21267	LightRX Ann Arbor	9/11/2018	2,000.00
		21268	LightRX Birmingham	11/30/2017	441.60
		21276	LightRX Shelby	1/21/2019	1,232.00
		21268	LightRX Birmingham	11/7/2018	3,822.00
		21276	LightRX Shelby	12/27/2018	1,598.78
		21268	LightRX Birmingham	11/27/2018	4,067.35
		21268	LightRX Birmingham	9/21/2018	5,915.00
		21268	LightRX Birmingham	4/26/2018	676.68
		21268	LightRX Birmingham	11/24/2018	345.80
		21268	LightRX Birmingham	8/24/2018	5,552.81
		21268	LightRX Birmingham	9/11/2018	1,600.00
		21268	LightRX Birmingham	10/9/2018	2,400.00
		21268	LightRX Birmingham	12/21/2018	1,035.00
		21269	LightRX - Brighton	4/18/2018	3,050.52
		21269	LightRX - Brighton	6/19/2017	3,423.86
		21269	LightRX - Brighton	7/25/2018	4,286.25
		21269	LightRX - Brighton	9/5/2018	704.72
		21269	LightRX - Brighton	10/12/2018	3,506.23
		21269	LightRX - Brighton	4/27/2018	505.20
		21269	LightRX - Brighton	9/20/2018	674.30
		21269	LightRX - Brighton	7/3/2018	1,185.59
		21270	LightRX Dearborn	12/7/2017	920.00
		21270	LightRX Dearborn	1/31/2018	2,524.94
		21270	LightRX Dearborn	1/8/2019	1,625.17
		21270	LightRX Dearborn	1/26/2019	7,039.12
		21270	LightRX Dearborn	3/1/2019	1,320.00
		21270	LightRX Dearborn	9/25/2018	3,221.12
		21270	LightRX Dearborn	9/27/2018	5,572.53
		21270	LightRX Dearborn	10/18/2018	6,370.00
		21270	LightRX Dearborn	12/28/2018	1,255.34
		21270	LightRX Dearborn	5/16/2018	3,075.84
		21270	LightRX Dearborn	4/18/2018	842.65
		21270	LightRX Dearborn	5/30/2018	1,211.91
		21270	LightRX Dearborn	1/16/2019	41.30
		21271	LightRX Okemos / East Lansing	7/15/2017	2,626.49
		21271	LightRX Okemos / East Lansing	1/24/2019	1,210.00
		21271	LightRX Okemos / East Lansing	8/31/2018	465.00
		21271	LightRX Okemos / East Lansing	4/28/2018	1,886.00
		21271	LightRX Okemos / East Lansing	9/15/2018	2,484.86
		21271	LightRX Okemos / East Lansing	8/22/2018	6,628.39
		21271	LightRX Okemos / East Lansing	1/15/2019	1,695.67
		21271	LightRX Okemos / East Lansing	1/21/2019	3,352.27
		21271	LightRX Okemos / East Lansing	11/21/2018	4,550.00
		21271	LightRX Okemos / East Lansing	3/1/2019	797.22
		21280	LightRX Grand Rapids	1/19/2019	1,689.13
		21271	LightRX Okemos / East Lansing	5/19/2018	640.80
		21271	LightRX Okemos / East Lansing	9/13/2018	2,400.00
		21271	LightRX Okemos / East Lansing	12/4/2018	699.89
		21271	LightRX Okemos / East Lansing	12/10/2018	1,125.00
		21272	LightRX Fort Wayne	12/11/2018	1,108.80
		21272	LightRX Fort Wayne	11/28/2018	4,030.71
		21272	LightRX Fort Wayne	8/16/2018	460.35
		21272	LightRX Fort Wayne	8/28/2018	2,788.13
		21272	LightRX Fort Wayne	10/20/2018	3,255.00
		21272	LightRX Fort Wayne	10/31/2018	1,534.49
		21272	LightRX Fort Wayne	11/28/2018	1,298.00
		21272	LightRX Fort Wayne	12/13/2018	1,715.99
		21272	LightRX Fort Wayne	6/1/2018	1,299.20
		21272	LightRX Fort Wayne	7/24/2018	2,286.00
		21272	LightRX Fort Wayne	9/1/2018	1,114.75
		21272	LightRX Fort Wayne	9/12/2018	2,252.25
		21272	LightRX Fort Wayne	10/21/2017	1,139.02
		21272	LightRX Fort Wayne	7/25/2018	1,600.00

21272	LightRX Fort Wayne	8/15/2018	562.50
21272	LightRX Fort Wayne	12/13/2018	787.50
21273	LightRX Livonia	1/16/2019	1,272.00
21273	LightRX Livonia	1/25/2018	920.00
21273	LightRX Livonia	8/15/2018	930.00
21273	LightRX Livonia	4/17/2018	837.24
21273	LightRX Livonia	9/18/2018	637.00
21273	LightRX Livonia	8/23/2017	1,183.88
21273	LightRX Livonia	4/30/2018	600.75
21273	LightRX Livonia	9/22/2018	1,760.00
21273	LightRX Livonia	7/7/2018	1,680.00
21018	LightRX	9/20/2018	2,405.86
21274	LightRX Novi	12/17/2018	659.99
21274	LightRX Novi	12/17/2018	1,320.00
21274	LightRX Novi	1/15/2019	1,782.00
21274	LightRX Novi	11/15/2018	909.09
21274	LightRX Novi	2/12/2019	244.58
21274	LightRX Novi	12/18/2018	797.22
21274	LightRX Novi	10/17/2017	696.71
21274	LightRX Novi	1/23/2019	1,875.00
21275	LightRX Rochester Hills	7/13/2017	906.00
21276	LightRX Shelby	12/1/2018	1,347.31
21275	LightRX Rochester Hills	1/18/2019	672.41
21276	LightRX Shelby	12/19/2018	7,568.00
21275	LightRX Rochester Hills	7/31/2018	4,720.59
21275	LightRX Rochester Hills	8/10/2018	4,556.98
21275	LightRX Rochester Hills	8/4/2018	1,674.00
21275	LightRX Rochester Hills	12/19/2018	528.00
21275	LightRX Rochester Hills	8/25/2018	2,473.26
21275	LightRX Rochester Hills	11/21/2018	2,295.65
21275	LightRX Rochester Hills	12/4/2018	1,036.99
21275	LightRX Rochester Hills	9/7/2018	4,117.75
21275	LightRX Rochester Hills	10/5/2018	7,280.00
21275	LightRX Rochester Hills	7/1/2017	949.99
21275	LightRX Rochester Hills	2/28/2018	601.95
21275	LightRX Rochester Hills	2/8/2018	720.90
21018	LightRX	2/27/2018	1,029.66
21276	LightRX Shelby	5/9/2018	620.99
21276	LightRX Shelby	7/7/2018	1,746.88
21276	LightRX Shelby	5/13/2017	3,602.10
21276	LightRX Shelby	5/23/2017	793.66
21276	LightRX Shelby	7/12/2017	640.80
21018	LightRX	1/15/2019	1,214.14
21277	LightRX Troy	5/17/2018	2,208.00
21277	LightRX Troy	10/3/2018	2,790.00
21277	LightRX Troy	11/24/2018	581.25
21277	LightRX Troy	8/22/2018	1,125.00
21277	LightRX Troy	9/14/2018	2,000.00
21278	LightRX West Bloomfield	9/24/2018	2,473.70
21278	LightRX West Bloomfield	9/7/2018	1,952.72
21018	LightRX	12/14/2018	1,960.07
21267	LightRX Ann Arbor	2/8/2019	1,469.74
21273	LightRX Livonia	10/26/2018	2,547.09
21279	LightRX Canton	10/3/2018	1,485.21
21279	LightRX Canton	1/5/2019	651.20
21279	LightRX Canton	1/26/2019	1,407.12
21279	LightRX Canton	12/1/2018	1,497.75
21279	LightRX Canton	12/18/2018	2,250.00
21280	LightRX Grand Rapids	7/10/2018	540.50
21280	LightRX Grand Rapids	11/23/2018	1,267.49
21280	LightRX Grand Rapids	12/1/2018	550.00
21280	LightRX Grand Rapids	10/6/2018	1,092.00
21280	LightRX Grand Rapids	10/31/2018	585.89
21280	LightRX Grand Rapids	9/27/2018	976.49
21280	LightRX Grand Rapids	11/30/2018	462.00
21280	LightRX Grand Rapids	12/1/2018	704.18
21280	LightRX Grand Rapids	11/22/2017	990.64
21280	LightRX Grand Rapids	5/10/2018	649.60



21280 LightRX Grand Rapids	8/28/2018	4,129.57
21280 LightRX Grand Rapids	10/5/2018	1,365.00
21280 LightRX Grand Rapids	10/10/2018	7,189.00
21280 LightRX Grand Rapids	11/1/2018	1,471.74
21280 LightRX Grand Rapids	11/15/2018	53.69
21280 LightRX Grand Rapids	11/29/2018	1,083.50
21281 LightRX Albany	11/2/2017	3,588.00
21281 LightRX Albany	11/25/2017	676.19
21281 LightRX Albany	12/16/2017	4,140.00
21281 LightRX Albany	12/30/2017	2,024.00
21281 LightRX Albany	2/13/2018	2,242.50
21281 LightRX Albany	7/21/2018	1,505.07
21281 LightRX Albany	7/26/2018	1,813.49
21281 LightRX Albany	7/28/2018	2,232.00
21281 LightRX Albany	9/20/2018	4,929.00
21281 LightRX Albany	8/30/2018	5,580.00
21281 LightRX Albany	9/20/2018	1,096.47
21281 LightRX Albany	10/18/2018	697.49
21281 LightRX Albany	10/15/2018	1,674.00
21281 LightRX Albany	5/11/2018	544.04
21281 LightRX Albany	2/7/2018	1,136.70
21281 LightRX Albany	1/17/2018	852.52
21281 LightRX Albany	10/16/2018	3,121.29
21281 LightRX Albany	10/24/2018	2,768.21
21281 LightRX Albany	6/27/2017	1,601.68
21281 LightRX Albany	8/15/2017	1,602.00
21281 LightRX Albany	1/19/2018	1,737.17
21281 LightRX Albany	8/31/2018	640.00
21282 LightRX Columbus	5/19/2017	618.35
21282 LightRX Columbus	2/15/2018	910.80
21282 LightRX Columbus	11/30/2017	1,674.40
21282 LightRX Columbus	1/19/2018	1,310.99
21282 LightRX Columbus	2/17/2018	883.20
21282 LightRX Columbus	8/15/2018	1,041.60
21282 LightRX Columbus	8/31/2018	1,822.80
21282 LightRX Columbus	8/31/2018	1,976.25
21282 LightRX Columbus	9/1/2018	4,705.80
21282 LightRX Columbus	10/2/2018	1,190.40
21282 LightRX Columbus	11/16/2018	863.04
21282 LightRX Columbus	11/24/2018	744.00
21282 LightRX Columbus	12/29/2018	554.39
21282 LightRX Columbus	12/29/2018	7,039.12
21282 LightRX Columbus	5/8/2018	1,894.50
21282 LightRX Columbus	11/23/2018	455.00
21282 LightRX Columbus	9/14/2018	2,038.40
21282 LightRX Columbus	10/6/2018	728.00
21282 LightRX Columbus	10/12/2018	1,092.00
21282 LightRX Columbus	11/27/2018	860.00
20155 LightRX	11/29/2018	1,749.67
21282 LightRX Columbus	12/8/2018	541.79
21282 LightRX Columbus	12/29/2018	1,182.50
21282 LightRX Columbus	11/25/2017	1,057.32
21282 LightRX Columbus	10/19/2018	865.08
21282 LightRX Columbus	5/31/2018	504.63
21282 LightRX Columbus	6/13/2017	1,001.25
21282 LightRX Columbus	12/1/2018	2,372.96
21282 LightRX Columbus	10/10/2018	901.78
21282 LightRX Columbus	10/18/2018	682.49
21282 LightRX Columbus	10/17/2017	635.53
21282 LightRX Columbus	8/24/2017	801.00
21282 LightRX Columbus	9/14/2017	424.53
21282 LightRX Columbus	2/10/2018	1,053.31
21282 LightRX Columbus	11/30/2017	2,546.38
21282 LightRX Columbus	10/11/2018	1,125.00
21282 LightRX Columbus	9/20/2018	1,080.00
21282 LightRX Columbus	11/20/2018	937.50
21282 LightRX Columbus	11/21/2018	843.75
21018 LightRX	1/4/2019	1,575.00

21282	LightRX Columbus	1/5/2019	337.50
21282	LightRX Columbus	1/24/2019	1,912.50
21283	LightRX Greenville	5/30/2018	846.40
21283	LightRX Greenville	10/31/2018	1,592.49
21283	LightRX Greenville	9/19/2018	910.00
21283	LightRX Greenville	2/11/2019	1,434.39
21283	LightRX Greenville	2/9/2018	1,598.12
21283	LightRX Greenville	10/31/2018	417.69
21283	LightRX Greenville	12/22/2018	688.00
21283	LightRX Greenville	12/19/2018	472.50
21283	LightRX Greenville	10/27/2018	1,000.00
21284	LightRX Indianapolis	1/9/2019	3,013.88
21284	LightRX Indianapolis	11/2/2018	2,015.01
21284	LightRX Indianapolis	8/17/2018	8,190.00
21284	LightRX Indianapolis	11/24/2018	6,051.28
21284	LightRX Indianapolis	12/12/2018	240.80
21018	LightRX	2/1/2019	659.99
21284	LightRX Indianapolis	8/8/2018	1,456.00
21284	LightRX Indianapolis	11/13/2018	910.00
21285	LightRX Lexington	4/1/2017	1,315.19
21285	LightRX Lexington	10/11/2018	1,674.00
21285	LightRX Lexington	10/25/2018	930.00
21285	LightRX Lexington	9/19/2018	982.80
21285	LightRX Lexington	10/20/2018	1,410.49
21285	LightRX Lexington	11/3/2017	921.15
21285	LightRX Lexington	4/5/2018	630.78
21285	LightRX Lexington	8/28/2018	1,200.00
21285	LightRX Lexington	10/4/2018	960.00
21285	LightRX Lexington	12/13/2018	760.00
21286	LightRX Louisville	1/31/2019	1,320.00
21286	LightRX Louisville	1/3/2019	3,080.00
21286	LightRX Louisville	1/11/2019	923.99
21287	LightRX Orlando	2/3/2017	317.10
21287	LightRX Orlando	9/27/2017	460.00
21287	LightRX Orlando	7/24/2018	2,714.63
21287	LightRX Orlando	7/25/2018	938.21
21287	LightRX Orlando	7/28/2018	1,116.00
21287	LightRX Orlando	9/12/2018	2,027.40
21287	LightRX Orlando	9/21/2018	5,579.98
21287	LightRX Orlando	9/29/2018	2,092.49
21287	LightRX Orlando	10/15/2018	1,023.00
21287	LightRX Orlando	7/24/2018	357.19
21287	LightRX Orlando	9/14/2018	3,003.00
21287	LightRX Orlando	8/23/2018	1,911.00
21287	LightRX Orlando	10/11/2018	5,090.53
21287	LightRX Orlando	10/16/2018	2,047.49
21287	LightRX Orlando	10/27/2018	1,092.00
21287	LightRX Orlando	12/1/2017	601.55
21287	LightRX Orlando	11/24/2017	1,497.87
21287	LightRX Orlando	1/23/2018	1,012.49
21287	LightRX Orlando	3/29/2018	780.97
21287	LightRX Orlando	5/23/2018	256.32
21287	LightRX Orlando	6/1/2018	1,681.30
21287	LightRX Orlando	9/21/2018	520.00
21288	LightRX Pittsburgh	11/27/2018	1,320.00
21288	LightRX Pittsburgh	1/3/2019	1,635.92
21288	LightRX Pittsburgh	2/1/2019	6,379.11
21288	LightRX Pittsburgh	2/1/2019	264.00
21288	LightRX Pittsburgh	11/7/2018	846.03
21289	LightRX Virginia Beach	10/2/2018	1,116.00
21289	LightRX Virginia Beach	10/4/2018	697.49
21289	LightRX Virginia Beach	12/1/2018	1,349.91
21289	LightRX Virginia Beach	10/27/2018	2,275.00
21289	LightRX Virginia Beach	12/12/2018	2,064.00
21289	LightRX Virginia Beach	4/9/2018	79.30
21289	LightRX Virginia Beach	10/17/2018	472.50
21277	LightRX Troy	1/5/2019	2,009.63
21290	LightRX Chicago/Watertower	5/5/2018	2,523.26



21290	LightRX Chicago/Watertower	9/12/2018	1,395.00
21290	LightRX Chicago/Watertower	10/18/2018	3,250.96
21290	LightRX Chicago/Watertower	10/18/2018	3,935.32
21290	LightRX Chicago/Watertower	11/10/2018	2,047.49
21290	LightRX Chicago/Watertower	1/9/2019	946.00
21290	LightRX Chicago/Watertower	12/11/2018	3,666.07
21290	LightRX Chicago/Watertower	1/5/2019	1,568.15
21290	LightRX Chicago/Watertower	3/6/2018	972.78
21290	LightRX Chicago/Watertower	4/24/2018	600.88
21290	LightRX Chicago/Watertower	8/11/2018	2,047.49
21290	LightRX Chicago/Watertower	1/26/2018	801.00
21290	LightRX Chicago/Watertower	5/3/2018	2,002.50
21290	LightRX Chicago/Watertower	10/2/2018	2,000.00
21290	LightRX Chicago/Watertower	12/10/2018	41.30
21310	LightRX Knoxville	12/18/2018	3,484.54
21310	LightRX Knoxville	3/17/2018	1,031.35
21310	LightRX Knoxville	4/14/2018	471.04
21310	LightRX Knoxville	5/1/2018	1,104.00
21310	LightRX Knoxville	10/11/2018	837.00
21310	LightRX Knoxville	12/19/2018	1,320.00
21311	LightRX White Plains	4/19/2018	644.00
21311	LightRX White Plains	9/13/2018	930.00
21311	LightRX White Plains	8/3/2018	3,720.00
21311	LightRX White Plains	9/22/2017	160.20
21311	LightRX White Plains	11/6/2017	1,602.00
21312	LightRX Naperville	3/29/2018	2,307.53
21312	LightRX Naperville	7/20/2018	914.40
21312	LightRX Naperville	7/21/2018	214.31
21312	LightRX Naperville	8/25/2018	1,116.00
21312	LightRX Naperville	10/23/2018	1,298.28
21312	LightRX Naperville	11/8/2018	2,119.47
21312	LightRX Naperville	4/20/2018	831.00
21312	LightRX Naperville	5/12/2018	2,422.54
21312	LightRX Naperville	11/2/2018	1,356.81
21312	LightRX Naperville	7/31/2018	3,731.00
21312	LightRX Naperville	8/31/2018	1,820.00
21312	LightRX Naperville	10/31/2017	450.56
21331	LightRX Baltimore	8/24/2018	2,790.00
21331	LightRX Baltimore	8/1/2018	976.49
21331	LightRX Baltimore	1/7/2017	536.59
21331	LightRX Baltimore	4/28/2018	660.82
21331	LightRX Baltimore	8/27/2018	584.62
21335	LightRX Kansas City	4/25/2018	1,784.80
21335	LightRX Kansas City	7/17/2018	723.90
21335	LightRX Kansas City	8/16/2017	874.28
21335	LightRX Kansas City	3/31/2018	1,483.04
21335	LightRX Kansas City	9/25/2018	585.89
21335	LightRX Kansas City	11/15/2018	1,339.20
21335	LightRX Kansas City	11/12/2018	3,565.02
21335	LightRX Kansas City	11/14/2018	1,116.00
21335	LightRX Kansas City	11/24/2018	372.00
21335	LightRX Kansas City	12/11/2018	1,952.55
21335	LightRX Kansas City	1/15/2019	2,640.00
21335	LightRX Kansas City	9/15/2018	637.00
21335	LightRX Kansas City	11/1/2018	1,628.62
21335	LightRX Kansas City	11/27/2018	602.00
21335	LightRX Kansas City	1/29/2019	1,185.94
21284	LightRX Indianapolis	5/11/2018	791.78
21335	LightRX Kansas City	11/20/2018	977.22
21335	LightRX Kansas City	11/3/2017	1,217.11
21335	LightRX Kansas City	9/27/2018	330.96
21335	LightRX Kansas City	4/6/2018	640.80
21335	LightRX Kansas City	10/31/2018	1,056.80
21335	LightRX Kansas City	11/3/2018	1,007.20
21871	LightRX Overland Park	12/4/2018	2,527.50
21335	LightRX Kansas City	11/15/2018	472.50
21335	LightRX Kansas City	12/1/2018	44.25
21335	LightRX Kansas City	12/14/2018	41.30

21335	LightRX Kansas City	12/15/2018	1,769.25
21346	LightRX St. Louis	5/31/2018	506.00
21346	LightRX St. Louis	6/27/2018	1,428.75
21346	LightRX St. Louis	7/24/2018	1,428.75
21346	LightRX St. Louis	9/18/2018	6,956.40
21346	LightRX St. Louis	9/29/2018	2,092.49
21346	LightRX St. Louis	12/8/2018	2,408.00
21346	LightRX St. Louis	1/3/2019	6,364.00
21346	LightRX St. Louis	1/7/2019	1,320.00
21346	LightRX St. Louis	1/11/2019	1,386.00
21346	LightRX St. Louis	4/19/2018	355.74
21346	LightRX St. Louis	5/4/2018	638.25
21346	LightRX St. Louis	12/26/2018	1,290.00
21346	LightRX St. Louis	12/29/2018	3,440.00
21018	LightRX	12/27/2018	550.40
21346	LightRX St. Louis	1/31/2018	532.66
21346	LightRX St. Louis	3/13/2018	240.30
21461	LightRX Buffalo Grove	7/26/2018	1,706.25
21461	LightRX Buffalo Grove	8/2/2018	669.60
21461	LightRX Buffalo Grove	5/15/2018	1,339.80
21461	LightRX Buffalo Grove	9/19/2018	2,047.49
21462	LightRX Orland Park	12/1/2018	659.12
21462	LightRX Orland Park	7/24/2018	1,428.75
21462	LightRX Orland Park	7/27/2018	2,325.00
21462	LightRX Orland Park	11/21/2018	1,590.02
21462	LightRX Orland Park	3/9/2019	1,842.71
21462	LightRX Orland Park	4/25/2018	519.68
21462	LightRX Orland Park	9/21/2018	4,550.00
21462	LightRX Orland Park	11/28/2018	2,150.00
21462	LightRX Orland Park	2/27/2019	2,757.37
21462	LightRX Orland Park	8/23/2018	1,600.00
21462	LightRX Orland Park	9/21/2018	1,822.40
21462	LightRX Orland Park	12/21/2018	562.50
21462	LightRX Orland Park	11/17/2018	1,360.00
21462	LightRX Orland Park	11/24/2018	44.25
21462	LightRX Orland Park	1/26/2019	1,992.00
21473	LightRX Arrowhead	11/29/2017	1,020.42
21473	LightRX Arrowhead	1/2/2019	1,365.00
21473	LightRX Arrowhead	11/10/2018	1,240.61
21473	LightRX Arrowhead	12/6/2018	722.40
21473	LightRX Arrowhead	12/28/2018	1,584.00
21473	LightRX Arrowhead	8/30/2018	4,550.00
21473	LightRX Arrowhead	10/18/2018	1,046.49
21473	LightRX Arrowhead	10/25/2018	910.00
21473	LightRX Arrowhead	12/15/2018	1,092.00
21473	LightRX Arrowhead	12/1/2018	2,388.75
21473	LightRX Arrowhead	11/3/2018	5,924.09
21473	LightRX Arrowhead	12/18/2018	2,064.00
21473	LightRX Arrowhead	1/10/2019	2,794.99
21473	LightRX Arrowhead	7/28/2018	756.00
21473	LightRX Arrowhead	10/13/2018	1,650.89
21473	LightRX Arrowhead	12/1/2018	2,625.00
21473	LightRX Arrowhead	11/16/2018	1,704.40
21473	LightRX Arrowhead	11/21/2018	279.04
21474	LightRX Draper	9/24/2018	1,910.72
21474	LightRX Draper	10/25/2018	1,051.05
21474	LightRX Draper	11/7/2018	3,162.00
21474	LightRX Draper	2/2/2018	534.66
21474	LightRX Draper	5/11/2018	3,190.38
21474	LightRX Draper	11/17/2018	2,363.73
21613	LightRX Bountiful	11/20/2018	520.00
21474	LightRX Draper	10/5/2018	588.00
21474	LightRX Draper	11/6/2018	1,125.00
21474	LightRX Draper	1/10/2019	1,039.50
21510	LightRX Chandler	9/21/2018	4,550.00
21511	LightRX Scottsdale	9/8/2018	1,465.68
21511	LightRX Scottsdale	11/24/2018	325.49
21511	LightRX Scottsdale	12/1/2018	1,612.50

21510	LightRX Chandler	12/1/2018	2,643.25
21511	LightRX Scottsdale	1/3/2019	1,050.00
21512	LightRX Mesa	8/1/2018	1,408.15
21512	LightRX Mesa	2/19/2019	553.79
21512	LightRX Mesa	12/21/2018	2,904.00
21512	LightRX Mesa	1/26/2019	2,071.74
21512	LightRX Mesa	11/29/2018	1,290.00
21512	LightRX Mesa	1/9/2018	1,425.11
21609	LightRX Hoffman Estates	12/1/2018	1,559.99
21609	LightRX Hoffman Estates	7/27/2018	2,593.49
21609	LightRX Hoffman Estates	10/4/2018	1,023.75
21609	LightRX Hoffman Estates	11/19/2018	3,640.00
21461	LightRX Buffalo Grove	11/24/2018	2,919.91
21609	LightRX Hoffman Estates	11/24/2018	44.25
21611	LightRX Centennial	8/2/2017	275.40
21611	LightRX Centennial	9/13/2018	697.49
21611	LightRX Centennial	8/13/2018	372.00
21611	LightRX Centennial	9/20/2017	2,003.30
21611	LightRX Centennial	9/15/2018	682.49
21510	LightRX Chandler	7/29/2017	249.81
21612	LightRX Tucson	1/30/2018	578.68
21612	LightRX Tucson	9/27/2018	1,162.81
21612	LightRX Tucson	11/16/2018	1,719.89
21612	LightRX Tucson	11/20/2018	3,640.00
21612	LightRX Tucson	8/28/2018	800.00
21612	LightRX Tucson	11/21/2018	1,961.96
21612	LightRX Tucson	9/20/2018	1,125.00
21612	LightRX Tucson	10/24/2018	1,600.00
21612	LightRX Tucson	12/1/2018	1,510.63
21474	LightRX Draper	8/18/2018	1,171.80
21613	LightRX Bountiful	6/23/2018	1,638.00
21613	LightRX Bountiful	6/12/2018	515.20
21613	LightRX Bountiful	5/11/2018	250.08
21613	LightRX Bountiful	8/1/2017	4,005.00
21613	LightRX Bountiful	10/4/2017	961.20
21614	LightRX Highlands Ranch	9/26/2018	3,069.00
21614	LightRX Highlands Ranch	11/16/2018	3,763.71
21614	LightRX Highlands Ranch	10/30/2018	1,255.80
21614	LightRX Highlands Ranch	2/27/2019	2,004.00
21616	LightRX Arvada / Denver	10/27/2017	169.09
21616	LightRX Arvada / Denver	8/18/2018	3,166.44
21616	LightRX Arvada / Denver	10/19/2018	1,274.00
21617	LightRX Northfield / Lowry	11/30/2018	544.05
21617	LightRX Northfield / Lowry	10/5/2018	4,704.87
21617	LightRX Northfield / Lowry	11/24/2018	966.87
21617	LightRX Northfield / Lowry	12/18/2018	1,488.19
21617	LightRX Northfield / Lowry	12/8/2018	921.36
21617	LightRX Northfield / Lowry	12/12/2018	2,320.34
21617	LightRX Northfield / Lowry	12/22/2018	3,159.19
21018	LightRX	1/4/2019	2,112.00
21617	LightRX Northfield / Lowry	10/9/2018	959.34
21617	LightRX Northfield / Lowry	12/29/2018	1,290.00
21617	LightRX Northfield / Lowry	11/29/2018	433.12
21617	LightRX Northfield / Lowry	12/19/2018	40.60
21617	LightRX Northfield / Lowry	12/20/2018	1,793.25
21618	LightRX Colorado Springs	12/1/2018	2,499.15
21018	LightRX	1/17/2019	41.30
21619	LightRX Grand Blanc	12/6/2018	2,992.00
21619	LightRX Grand Blanc	8/8/2018	4,650.00
21619	LightRX Grand Blanc	8/14/2018	1,767.00
21619	LightRX Grand Blanc	11/26/2018	2,678.25
21619	LightRX Grand Blanc	11/20/2018	4,239.42
21619	LightRX Grand Blanc	12/1/2018	1,788.47
21619	LightRX Grand Blanc	10/31/2018	1,743.75
21619	LightRX Grand Blanc	11/8/2018	558.00
21619	LightRX Grand Blanc	12/3/2018	1,650.00
21619	LightRX Grand Blanc	12/7/2018	2,640.00
21619	LightRX Grand Blanc	10/29/2018	1,911.00



21619	LightRX Grand Blanc	8/22/2018	3,887.16
21619	LightRX Grand Blanc	8/31/2018	5,499.13
21619	LightRX Grand Blanc	8/31/2018	1,410.49
21619	LightRX Grand Blanc	12/18/2018	2,752.00
21619	LightRX Grand Blanc	11/21/2018	796.25
21619	LightRX Grand Blanc	8/31/2018	2,000.00
21619	LightRX Grand Blanc	9/25/2018	2,037.60
21619	LightRX Grand Blanc	10/19/2018	1,320.00
21619	LightRX Grand Blanc	11/20/2018	1,484.21
21870	LightRX Camelback / Arcadia	6/23/2018	2,787.90
21284	LightRX Indianapolis	11/16/2018	697.49
21871	LightRX Overland Park	7/19/2018	714.37
21871	LightRX Overland Park	8/11/2018	1,964.69
21871	LightRX Overland Park	8/30/2018	2,870.16
21871	LightRX Overland Park	8/31/2018	3,608.03
21871	LightRX Overland Park	9/7/2018	2,788.13
21871	LightRX Overland Park	10/17/2018	4,596.61
21871	LightRX Overland Park	10/27/2018	4,185.00
21871	LightRX Overland Park	10/30/2018	781.20
21871	LightRX Overland Park	11/1/2018	1,283.09
21871	LightRX Overland Park	12/29/2017	748.40
21871	LightRX Overland Park	9/28/2018	910.00
21871	LightRX Overland Park	10/9/2018	3,185.00
21871	LightRX Overland Park	10/16/2018	2,730.00
21871	LightRX Overland Park	11/1/2018	950.04
21871	LightRX Overland Park	11/9/2018	732.55
21871	LightRX Overland Park	10/27/2018	4,095.00
21871	LightRX Overland Park	8/30/2018	735.00
21871	LightRX Overland Park	8/30/2018	1,344.00
21916	LightRX Rochester	1/18/2018	1,471.08
21916	LightRX Rochester	9/19/2018	138.11
21277	LightRX Troy	4/19/2018	2,492.32
21916	LightRX Rochester	9/29/2018	4,210.85
21916	LightRX Rochester	10/12/2018	1,296.75
21916	LightRX Rochester	7/13/2018	1,428.75
21916	LightRX Rochester	12/1/2017	480.60
21916	LightRX Rochester	9/29/2018	2,000.00
22034	LightRX Dallas Galleria	8/17/2018	4,417.49
22034	LightRX Dallas Galleria	9/1/2018	1,209.00
22034	LightRX Dallas Galleria	9/29/2018	3,412.49
22034	LightRX Dallas Galleria	10/20/2018	609.15
22034	LightRX Dallas Galleria	7/30/2018	2,548.47
22034	LightRX Dallas Galleria	8/6/2018	870.28
22034	LightRX Dallas Galleria	9/22/2018	819.00
22034	LightRX Dallas Galleria	9/21/2018	4,095.00
22034	LightRX Dallas Galleria	9/25/2018	2,325.16
22034	LightRX Dallas Galleria	10/31/2018	2,274.96
22034	LightRX Dallas Galleria	11/1/2018	728.00
22034	LightRX Dallas Galleria	9/1/2017	1,112.34
22034	LightRX Dallas Galleria	3/14/2018	320.40
22034	LightRX Dallas Galleria	5/10/2018	1,042.90
22034	LightRX Dallas Galleria	10/16/2018	1,020.00
22034	LightRX Dallas Galleria	9/21/2018	750.00
22034	LightRX Dallas Galleria	10/24/2018	1,600.00
22035	LightRX Fairfax	1/20/2018	511.75
22035	LightRX Fairfax	6/1/2018	2,002.50
22035	LightRX Fairfax	4/4/2018	2,627.28
22036	LightRX Alexandria	11/25/2017	1,324.80
22036	LightRX Alexandria	1/10/2019	659.99
22036	LightRX Alexandria	12/22/2017	747.90
22036	LightRX Alexandria	4/20/2018	2,084.33
21331	LightRX Baltimore	6/15/2017	1,352.48
21331	LightRX Baltimore	6/20/2017	799.72
22036	LightRX Alexandria	9/13/2017	279.55
22036	LightRX Alexandria	11/6/2017	2,990.13
22037	LightRX Cedar Park / Austin	12/30/2017	3,890.90
22037	LightRX Cedar Park / Austin	9/25/2018	2,320.49
22037	LightRX Cedar Park / Austin	9/26/2018	552.41

22037	LightRX Cedar Park / Austin	2/9/2018	1,123.56
22038	LightRX Charlotte	9/14/2018	2,139.98
22038	LightRX Charlotte	8/20/2018	2,604.00
22038	LightRX Charlotte	10/27/2018	976.49
22038	LightRX Charlotte	8/29/2018	3,355.36
22038	LightRX Charlotte	8/2/2018	2,047.49
22038	LightRX Charlotte	8/10/2018	3,841.83
22038	LightRX Charlotte	1/17/2019	4,541.32
22038	LightRX Charlotte	11/1/2017	560.54
22038	LightRX Charlotte	11/1/2018	1,600.00
22038	LightRX Charlotte	11/1/2018	1,608.00
22038	LightRX Charlotte	12/5/2018	840.00
22078	LightRX - Stone Oak / San Antonio	5/30/2018	1,380.00
22078	LightRX - Stone Oak / San Antonio	9/28/2018	697.49
22333	LightRX Alamo Ranch	11/14/2018	1,910.98
22078	LightRX - Stone Oak / San Antonio	12/5/2018	2,200.00
22078	LightRX - Stone Oak / San Antonio	11/17/2018	2,241.29
22078	LightRX - Stone Oak / San Antonio	12/1/2018	714.56
22078	LightRX - Stone Oak / San Antonio	12/6/2018	934.55
22078	LightRX - Stone Oak / San Antonio	1/5/2019	1,935.12
22078	LightRX - Stone Oak / San Antonio	1/9/2019	4,840.00
22078	LightRX - Stone Oak / San Antonio	3/30/2018	568.40
22333	LightRX Alamo Ranch	1/4/2019	2,256.58
22078	LightRX - Stone Oak / San Antonio	11/25/2017	504.63
22078	LightRX - Stone Oak / San Antonio	12/13/2018	600.00
22078	LightRX - Stone Oak / San Antonio	1/17/2019	783.82
22078	LightRX - Stone Oak / San Antonio	3/25/2019	1,050.00
22079	LightRX - Milwaukee	7/28/2018	1,350.36
22079	LightRX - Milwaukee	11/24/2018	1,137.49
22079	LightRX - Milwaukee	11/8/2018	2,557.49
22079	LightRX - Milwaukee	11/28/2018	623.07
22079	LightRX - Milwaukee	12/19/2018	1,847.74
22079	LightRX - Milwaukee	12/29/2018	860.00
22079	LightRX - Milwaukee	1/3/2019	1,548.00
22079	LightRX - Milwaukee	1/10/2019	2,376.00
22079	LightRX - Milwaukee	1/10/2019	1,290.00
22079	LightRX - Milwaukee	1/18/2019	2,502.72
22079	LightRX - Milwaukee	1/25/2019	522.71
22079	LightRX - Milwaukee	2/7/2019	1,056.00
22079	LightRX - Milwaukee	2/11/2019	659.99
22079	LightRX - Milwaukee	8/9/2018	182.00
22079	LightRX - Milwaukee	11/28/2018	1,204.00
22079	LightRX - Milwaukee	11/23/2018	1,137.49
22079	LightRX - Milwaukee	12/18/2018	1,440.67
22079	LightRX - Milwaukee	1/4/2019	1,625.39
22079	LightRX - Milwaukee	2/6/2019	1,545.42
22079	LightRX - Milwaukee	3/29/2018	801.00
22079	LightRX - Milwaukee	12/29/2018	805.29
22079	LightRX - Milwaukee	11/24/2018	880.00
22079	LightRX - Milwaukee	12/8/2018	1,091.09
22079	LightRX - Milwaukee	12/15/2018	1,500.00
22079	LightRX - Milwaukee	12/18/2018	945.00
22079	LightRX - Milwaukee	12/18/2018	527.72
22079	LightRX - Milwaukee	12/28/2018	1,468.50
22079	LightRX - Milwaukee	1/2/2019	1,347.75
22079	LightRX - Milwaukee	1/5/2019	3,044.25
22080	LightRX - Columbia / Rockville	9/14/2018	2,197.12
22080	LightRX - Columbia / Rockville	10/15/2018	2,596.56
22080	LightRX - Columbia / Rockville	8/1/2018	805.40
22080	LightRX - Columbia / Rockville	8/4/2018	4,550.00
22080	LightRX - Columbia / Rockville	9/14/2018	4,905.81
22080	LightRX - Columbia / Rockville	9/29/2018	1,635.27
22036	LightRX Alexandria	5/30/2018	252.45
22080	LightRX - Columbia / Rockville	4/27/2018	1,020.00
22080	LightRX - Columbia / Rockville	8/16/2018	1,600.00
22080	LightRX - Columbia / Rockville	8/16/2018	633.60
22080	LightRX - Columbia / Rockville	10/12/2018	800.00
22080	LightRX - Columbia / Rockville	10/15/2018	1,983.79



22081 LightRX - Towson	11/24/2018	5,862.31
22081 LightRX - Towson	10/5/2018	3,785.32
22081 LightRX - Towson	12/15/2018	2,640.00
22081 LightRX - Towson	2/15/2019	309.60
22081 LightRX - Towson	8/28/2018	2,502.49
22081 LightRX - Towson	9/13/2018	2,311.40
22081 LightRX - Towson	9/15/2018	1,547.00
22081 LightRX - Towson	10/22/2018	909.98
22081 LightRX - Towson	12/11/2018	2,272.41
22120 LightRX Memphis	11/30/2018	1,099.99
22120 LightRX Memphis	11/9/2018	2,650.49
22120 LightRX Memphis	11/30/2018	1,099.99
22120 LightRX Memphis	11/30/2018	1,650.00
22120 LightRX Memphis	12/28/2018	750.35
22120 LightRX Memphis	1/19/2019	2,112.00
22120 LightRX Memphis	1/29/2019	1,478.40
22120 LightRX Memphis	3/28/2018	710.49
22120 LightRX Memphis	11/9/2018	4,550.00
22120 LightRX Memphis	11/8/2018	366.44
22120 LightRX Memphis	12/7/2018	3,269.75
22120 LightRX Memphis	12/29/2018	2,055.49
22120 LightRX Memphis	1/5/2019	2,205.13
22120 LightRX Memphis	12/28/2018	2,056.26
22120 LightRX Memphis	3/2/2018	475.79
22120 LightRX Memphis	11/27/2018	1,909.75
22120 LightRX Memphis	3/31/2018	814.62
22120 LightRX Memphis	11/9/2018	1,125.00
22120 LightRX Memphis	11/28/2018	468.75
22120 LightRX Memphis	12/5/2018	2,133.00
22120 LightRX Memphis	12/8/2018	35.00
22120 LightRX Memphis	1/4/2019	978.52
22120 LightRX Memphis	1/3/2019	1,008.00
22120 LightRX Memphis	1/18/2019	750.82
22121 LightRX Madison	9/20/2018	3,632.37
22121 LightRX Madison	9/10/2018	837.00
22121 LightRX Madison	7/31/2018	1,968.06
22121 LightRX Madison	9/1/2018	2,093.08
22121 LightRX Madison	1/31/2018	4,760.83
22121 LightRX Madison	9/22/2018	956.25
22207 LightRX- Plano / Frisco	11/21/2018	651.00
22034 LightRX Dallas Galleria	11/27/2018	1,074.99
22207 LightRX- Plano / Frisco	9/27/2018	1,348.49
22207 LightRX- Plano / Frisco	12/11/2018	2,072.27
22207 LightRX- Plano / Frisco	2/2/2019	1,874.39
22034 LightRX Dallas Galleria	11/29/2018	1,117.14
22207 LightRX- Plano / Frisco	11/24/2018	1,938.29
22207 LightRX- Plano / Frisco	1/22/2019	4,016.19
22207 LightRX- Plano / Frisco	12/31/2018	1,125.00
22207 LightRX- Plano / Frisco	11/20/2018	1,000.00
22207 LightRX- Plano / Frisco	11/30/2018	1,593.75
22207 LightRX- Plano / Frisco	12/19/2018	2,250.00
22208 LightRX Fort Worth	12/18/2018	550.00
22208 LightRX Fort Worth	7/25/2018	406.72
22208 LightRX Fort Worth	8/28/2018	372.00
22208 LightRX Fort Worth	11/21/2018	1,395.00
22208 LightRX Fort Worth	10/10/2018	2,706.02
22208 LightRX Fort Worth	11/1/2018	7,988.69
22208 LightRX Fort Worth	11/28/2018	988.99
22208 LightRX Fort Worth	9/22/2018	1,638.00
22208 LightRX Fort Worth	8/8/2018	3,200.00
22208 LightRX Fort Worth	10/15/2018	2,341.60
22208 LightRX Fort Worth	12/28/2018	1,500.00
22208 LightRX Fort Worth	12/29/2018	840.00
22210 LightRX Houston Galleria	7/24/2018	381.00
22210 LightRX Houston Galleria	9/26/2018	1,638.00
22210 LightRX Houston Galleria	9/1/2018	3,185.00
22210 LightRX Houston Galleria	3/17/2018	1,602.00
22232 LightRX King of Prussia	5/31/2018	2,467.07

22233	LightRX Nashville	8/11/2018	3,534.00
22233	LightRX Nashville	11/21/2018	488.25
22233	LightRX Nashville	11/21/2018	3,015.52
22233	LightRX Nashville	11/29/2018	4,736.15
22233	LightRX Nashville	12/1/2018	2,051.20
22233	LightRX Nashville	2/9/2018	2,329.00
22233	LightRX Nashville	8/25/2018	545.60
22233	LightRX Nashville	10/19/2018	2,400.00
22233	LightRX Nashville	10/20/2018	1,200.00
21285	LightRX Lexington	9/27/2018	2,790.00
22234	LightRX Indianapolis Plainfield	2/7/2018	1,159.20
22234	LightRX Indianapolis Plainfield	7/31/2018	837.00
21285	LightRX Lexington	12/15/2017	1,170.42
22235	LightRX Minneapolis Edina	11/10/2017	276.00
22235	LightRX Minneapolis Edina	6/8/2018	879.52
22245	LightRX - Maple Grove	12/29/2018	2,584.38
22235	LightRX Minneapolis Edina	10/31/2018	850.01
22235	LightRX Minneapolis Edina	11/1/2018	585.89
22235	LightRX Minneapolis Edina	11/15/2018	1,860.00
22235	LightRX Minneapolis Edina	12/4/2018	264.00
22235	LightRX Minneapolis Edina	11/15/2018	1,815.45
22235	LightRX Minneapolis Edina	2/2/2019	659.99
22235	LightRX Minneapolis Edina	11/21/2018	2,037.26
22235	LightRX Minneapolis Edina	11/24/2018	1,156.38
22235	LightRX Minneapolis Edina	12/29/2018	1,795.18
22235	LightRX Minneapolis Edina	12/29/2018	444.40
22235	LightRX Minneapolis Edina	1/4/2019	571.99
22235	LightRX Minneapolis Edina	1/9/2019	639.84
22235	LightRX Minneapolis Edina	1/29/2019	1,341.60
22235	LightRX Minneapolis Edina	2/12/2019	336.02
22236	LightRX Eagan	11/21/2018	3,684.78
22245	LightRX - Maple Grove	11/15/2018	1,203.07
22235	LightRX Minneapolis Edina	12/11/2018	2,008.75
22235	LightRX Minneapolis Edina	11/8/2018	682.49
22235	LightRX Minneapolis Edina	12/7/2018	2,443.35
22235	LightRX Minneapolis Edina	11/26/2018	2,418.75
22235	LightRX Minneapolis Edina	1/26/2019	1,986.59
22235	LightRX Minneapolis Edina	2/11/2019	1,242.24
22235	LightRX Minneapolis Edina	12/14/2018	1,237.50
22235	LightRX Minneapolis Edina	12/29/2018	1,725.75
22235	LightRX Minneapolis Edina	1/4/2019	1,500.00
22235	LightRX Minneapolis Edina	1/9/2019	1,290.00
22235	LightRX Minneapolis Edina	1/24/2019	591.13
22235	LightRX Minneapolis Edina	1/28/2019	1,257.75
22236	LightRX Eagan	8/11/2018	1,820.00
22236	LightRX Eagan	8/22/2018	1,808.61
22236	LightRX Eagan	9/21/2018	976.49
22236	LightRX Eagan	9/27/2018	477.75
22236	LightRX Eagan	8/7/2018	509.60
22236	LightRX Eagan	8/9/2018	891.80
22236	LightRX Eagan	8/25/2018	3,429.62
22236	LightRX Eagan	8/30/2018	637.00
22236	LightRX Eagan	8/25/2018	318.08
22244	LightRX - Boston Newbury	1/22/2018	3,449.08
22244	LightRX - Boston Newbury	5/10/2018	2,530.00
22244	LightRX - Boston Newbury	11/24/2017	2,654.36
22245	LightRX - Maple Grove	10/6/2018	1,086.01
22245	LightRX - Maple Grove	10/17/2018	1,860.00
22245	LightRX - Maple Grove	10/30/2018	1,395.00
22245	LightRX - Maple Grove	10/31/2018	697.49
22245	LightRX - Maple Grove	10/10/2018	800.00
22245	LightRX - Maple Grove	10/11/2018	12.00
22245	LightRX - Maple Grove	10/27/2018	636.75
22246	LightRx Woodlands	7/26/2018	1,796.17
22246	LightRx Woodlands	7/28/2018	1,999.49
22297	LightRX Pasadena	11/29/2018	764.72
22297	LightRX Pasadena	11/24/2018	910.00
22297	LightRX Pasadena	11/9/2018	764.40



22297 LightRX Pasadena	1/12/2019	1,548.00
22210 LightRX Houston Galleria	1/25/2018	425.00
22297 LightRX Pasadena	8/24/2018	400.00
22297 LightRX Pasadena	1/8/2019	675.00
22297 LightRX Pasadena	1/12/2019	719.25
22297 LightRX Pasadena	2/5/2019	525.00
22331 LightRX Jenkintown	9/21/2018	767.25
22331 LightRX Jenkintown	9/20/2018	5,593.67
22331 LightRX Jenkintown	7/28/2018	682.49
22331 LightRX Jenkintown	9/18/2018	910.00
22331 LightRX Jenkintown	9/29/2018	1,801.50
22331 LightRX Jenkintown	9/1/2018	292.31
22332 LightRX Hingham	9/1/2018	2,661.75
22332 LightRX Hingham	9/5/2018	3,003.00
22333 LightRX Alamo Ranch	7/28/2018	604.49
22333 LightRX Alamo Ranch	8/15/2018	1,009.83
22333 LightRX Alamo Ranch	8/18/2018	2,510.72
22333 LightRX Alamo Ranch	11/13/2018	1,632.15
22333 LightRX Alamo Ranch	9/19/2018	1,456.00
22333 LightRX Alamo Ranch	9/22/2018	1,800.00
22334 LightRX Greenwood	8/4/2018	2,429.69
22334 LightRX Greenwood	8/13/2018	1,729.00
22335 LightRX Houston Sugarland	9/19/2018	180.02
22335 LightRX Houston Sugarland	10/25/2018	384.11
22335 LightRX Houston Sugarland	7/30/2018	2,111.24
22335 LightRX Houston Sugarland	9/22/2018	452.63
22335 LightRX Houston Sugarland	11/28/2018	937.50
22335 LightRX Houston Sugarland	11/9/2018	280.00
22335 LightRX Houston Sugarland	10/24/2018	420.19
22367 LightRX Burlington	7/24/2018	3,143.25
22367 LightRX Burlington	10/16/2018	3,152.69
22367 LightRX Burlington	10/4/2018	2,317.78
22367 LightRX Burlington	10/13/2018	1,129.95
22367 LightRX Burlington	9/1/2018	6,575.23
22367 LightRX Burlington	9/1/2018	1,183.00
22367 LightRX Burlington	8/11/2018	1,600.00
22367 LightRX Burlington	8/24/2018	800.00
22368 LightRX Summerlin	1/12/2019	131.99
22368 LightRX Summerlin	10/12/2018	1,860.00
22368 LightRX Summerlin	11/30/2018	689.04
22368 LightRX Summerlin	12/22/2018	3,299.99
22368 LightRX Summerlin	12/7/2018	4,450.00
22369 LightRX Henderson	8/16/2018	1,447.20
22567 LightRx - Montclair	8/21/2018	1,860.00
22567 LightRx - Montclair	8/31/2018	1,860.00
22567 LightRx - Montclair	8/24/2018	819.00
22567 LightRx - Montclair	10/8/2018	1,820.00
22567 LightRx - Montclair	7/24/2018	1,320.00
22567 LightRx - Montclair	8/7/2018	1,600.00
22568 LightRx Costa Mesa	9/8/2018	955.49
22568 LightRx Costa Mesa	9/19/2018	3,375.89
22568 LightRx Costa Mesa	10/13/2018	963.69
22568 LightRx Costa Mesa	11/13/2018	4,882.49
22568 LightRx Costa Mesa	11/24/2018	1,743.75
22568 LightRx Costa Mesa	12/21/2018	3,669.33
22568 LightRx Costa Mesa	12/15/2018	1,584.00
22568 LightRx Costa Mesa	12/22/2018	1,108.80
22568 LightRx Costa Mesa	1/5/2019	2,216.11
22568 LightRx Costa Mesa	10/1/2018	2,074.80
22568 LightRx Costa Mesa	10/3/2018	3,090.36
22568 LightRx Costa Mesa	10/24/2018	1,274.00
22568 LightRx Costa Mesa	11/13/2018	3,412.49
22568 LightRx Costa Mesa	12/15/2018	2,502.34
22568 LightRx Costa Mesa	7/20/2018	96.00
22568 LightRx Costa Mesa	8/25/2018	2,400.00
22568 LightRx Costa Mesa	10/4/2018	600.00
22568 LightRx Costa Mesa	11/7/2018	2,400.00
22582 LightRx Temecula	9/12/2018	495.04



22582 LightRx Temecula	9/6/2018	960.00
21331 LightRX Baltimore	12/10/2016	5,392.16
21284 LightRX Indianapolis	10/10/2018	1,451.34
21269 LightRX - Brighton	10/11/2018	1,309.50
21271 LightRX Okemos / East Lansing	10/11/2018	568.20
21271 LightRX Okemos / East Lansing	6/29/2018	735.00
21285 LightRX Lexington	2/3/2018	541.53
21510 LightRX Chandler	12/13/2017	249.23
21461 LightRX Buffalo Grove	2/16/2018	2,716.21
21287 LightRX Orlando	7/17/2018	972.00
<b>Total:</b>		<b>1,409,673.89</b>

# Eastern District of Michigan Claims Register

[19-42510-pjs Body Contour Ventures, LLC](#)

**Judge:** Phillip J Shefferly      **Chapter:** 11  
**Office:** Detroit                      **Last Date to file claims:**  
**Trustee:**                                **Last Date to file (Govt):**

<p><i>Creditor:</i>        (26398216)  Vive Financial LLC  c/o Doron Yitzchaki, Esq.  Dickinson Wright PLLC  350 S. Main Street, Suite 300  Ann Arbor, MI  48104      <a href="#">Claimant History</a></p>	<p><b>Claim No: 105</b>  <i>Original Filed</i>  Date: 06/27/2019  <i>Original Entered</i>  Date: 06/27/2019  <i>Last Amendment</i>  Filed: 02/17/2020  <i>Last Amendment</i>  Entered: 02/17/2020</p>	<p><i>Status:</i>  Filed by: AT  Entered by: Doron Yitzchaki  Modified:</p>
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Amount claimed: \$1432173.89

*History:*

[Details](#)    [105-1](#)    06/27/2019 Claim #105 filed by Dent-A-Med Inc., Amount claimed: \$994626.24 (Yitzchaki, Doron)

[Details](#)    [105-2](#)    02/17/2020 Amended Claim #105 filed by Vive Financial LLC, Amount claimed: \$1432173.89 (Yitzchaki, Doron)

*Description:* (105-1) See attached for further details  
(105-2) See attached

*Remarks:*

## Claims Register Summary

**Case Name:** Body Contour Ventures, LLC  
**Case Number:** 19-42510-pjs  
**Chapter:** 11  
**Date Filed:** 02/22/2019  
**Total Number Of Claims:** 1

<b>Total Amount Claimed*</b>	\$1432173.89
<b>Total Amount Allowed*</b>	

\*Includes general unsecured claims

**The values are reflective of the data entered. Always refer to claim documents for actual amounts.**



	<b>Claimed</b>	<b>Allowed</b>
<b>Secured</b>		
<b>Priority</b>		
<b>Administrative</b>		

**Fill in this information to identify the case:**

Debtor 1 Body Contour Ventures, LLC

Debtor 2 (Spouse, if filing) \_\_\_\_\_

United States Bankruptcy Court for the: Eastern District of Michigan

Case number 19-42510-pjs

**Official Form 410**  
**Proof of Claim**

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both 18 U.S.C. §§ 152, 157, and 3571

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

1. Who is the current creditor?	<u>Dent-A-Med Inc.</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small>  Other names the creditor used with the debtor <u>The HELPCard and HC Processing Center</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes From whom? _____	
3. Where should notices and payments to the creditor be sent?  <small>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</small>	Where should notices to the creditor be sent?  <u>Doron Yitzchaki, Dickinson Wright PLLC</u> <small>Name</small> <u>350 S. Main Street, Suite 300</u> <small>Number Street</small> <u>Ann Arbor MI 48104</u> <small>City State ZIP Code</small>  Contact phone <u>734-623-1947</u> Contact email <u>dyitzchaki@dickinsonwright.com</u>	Where should payments to the creditor be sent? (if different)  <small>Name</small> _____ <small>Number Street</small> _____ <small>City State ZIP Code</small> _____  Contact phone _____ Contact email _____  Uniform claim identifier for electronic payments in chapter 13 (if you use one) _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <small>MM / DD / YYYY</small>	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Who made the earlier filing? _____	

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**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$ At least 994,626.24 Does this amount include interest or other charges?  
as of June 18, 2019  No  
Continuing to grow per attached.  Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
See attached.

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
Nature of property:  
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: Setoff and/or recoupment rights

Basis for perfection: Funds held at issue in Adversary Proceeding No. 19-04129  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ 33,446.00 (as alleged by Debtor)  
Amount of the claim that is secured: \$ 33,446.00  
Amount of the claim that is unsecured: \$ 961,180.24 (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ \_\_\_\_\_

Annual interest rate (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: Funds held at issue in Adversary Proceeding No. 19-04129

and/or recoupment

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Up to \$3,025\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

Wages, salaries, or commissions (up to \$13,650\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

Other. Specify subsection of 11 U.S.C. § 507(a)(2) that applies.

Amount entitled to priority

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ <sup>At</sup> least 4,193.93

as of June 18, 2019

\* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

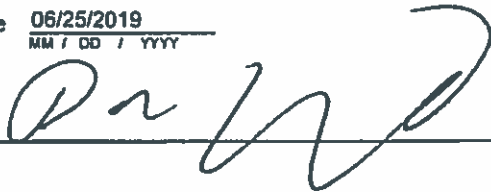
I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/25/2019  
MM / DD / YYYY

Signature



Print the name of the person who is completing and signing this claim:

Name Doron Yitzchaki, Esq.  
First name Middle name Last name

Title Member

Company Dickinson Wright PLLC  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 350 S. Main Street, Suite 300  
Number Street

Ann Arbor MI 48104  
City State ZIP Code

Contact phone 734-623-1947 Email dyitzchaki@dickinsonwright.com

### Attachment to Proof of Claim

Creditor Dent-A-Med Inc. d/b/a The HELPCard and HC Processing Center (“HC Processing”) asserts the following claims against Debtor Body Contour Ventures, LLC (the “Debtor”):<sup>1</sup>

HC Processing asserts a claim against the Debtor in the principal amount of \$949,395.18 as of June 18, 2019 (plus \$45,231.06 in accrued interest as of June 18, 2019), which represents cardholder chargebacks processed for which credit is due from the Debtor as of June 18, 2019 under the HELPCard Merchant Agreement attached hereto. The total claim amount is expected to continue to grow as additional cardholder chargeback requests are received and/or processed going forward. HC Processing reserves the right to supplement its claim as additional chargebacks become known to it or are liquidated.

HC Processing asserts a secured claim against the Debtor to the full extent of HC Processing's setoff and/or recoupment rights. Without limiting the foregoing, HC Processing asserts a right of setoff and/or recoupment in at least the amount of the funds at issue in Adversary Proceeding No. 19-04129-pjs.

HC Processing asserts an administrative expense claim against the Debtor to the full extent that HC Processing's claims against the Debtor may be deemed to arise post-petition and/or pursuant to Sections 503(b) of the Bankruptcy Code or any other Bankruptcy Code section providing for the administrative priority of claims. Without limiting the foregoing, HC Processing asserts that at least \$4,193.93 of its existing claim (as of June 18, 2019) arose post-

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<sup>1</sup> HC Processing believes that the debts listed herein are owed by Debtor Body Contour Ventures, LLC. However, to the extent the debts are owed to HC Processing by any co-Debtor, HC Processing intends to and hereby does assert its claims against whichever debtor entity or entities are responsible for payment.



petition, representing the amount of chargebacks as of June 18, 2019 related to cardholder accounts that were opened and/or used post-petition. These amounts are highlighted in yellow on the attached chargeback accounting.

Redacted documents supporting HC Processing's claims include those attached hereto. Additional documents supporting the claims may be available upon written request to Doron Yitzchaki, Dickinson Wright PLLC, 350 S. Main Street, Suite 300, Ann Arbor, MI 48104, (734) 623-1947, [dyitzchaki@dickinsonwright.com](mailto:dyitzchaki@dickinsonwright.com).

HC Processing reserves the right to amend this Proof of Claim: (1) as additional claims become known to HC Processing or are liquidated; and/or (2) to correct or clarify this Proof of Claim.

ANNARBOR 87508-1 261580v1

CardNum	Name	MerchNum	PublicFullName	LastChargeDate	Net Funded
2130		21474	LightRX Draper	11/17/2018	2,363.73
5900		21474	LightRX Draper	5/11/2018	3,190.38
0410		22121	LightRX Madison	9/20/2018	3,632.37
0010		21287	LightRX Orlando	9/21/2018	5,579.98
5010		21277	LightRX Troy	5/17/2018	2,208.00
7120		21870	LightRX Camelback / Arcadia	6/23/2018	2,787.90
5640		22246	LightRx Woodlands	7/28/2018	1,999.49
5930		21284	LightRX Indianapolis	8/17/2018	8,190.00
5020		22036	LightRX Alexandria	4/20/2018	2,084.33
9610		21619	LightRX Grand Blanc	11/26/2018	2,678.25
8980		21461	LightRX Buffalo Grove	11/24/2018	2,919.91
1510		22120	LightRX Memphis	11/27/2018	1,909.75
0530		22245	LightRX - Maple Grove	12/29/2018	2,584.38
0010		21871	LightRX Overland Park	8/11/2018	1,964.69
5210		21290	LightRX Chicago/Watertown	12/11/2018	3,666.07
8730		21346	LightRX St. Louis	9/18/2018	6,956.40
9730		22036	LightRX Alexandria	9/13/2017	279.55
7190		21510	LightRX Chandler	9/21/2018	4,550.00
5050		21916	LightRX Rochester	9/29/2018	4,210.85
0640		21280	LightRX Grand Rapids	8/28/2018	4,129.57
0120		21614	LightRX Highlands Ranch	11/16/2018	3,763.71
3700		22369	LightRX Henderson	8/16/2018	1,447.20
5700		22233	LightRX Nashville	10/19/2018	2,400.00
4900		22331	LightRX Jenkintown	9/1/2018	292.31
0680		21281	LightRX Albany	2/13/2018	2,242.50
5390		21617	LightRX Northfield / Lowry	10/9/2018	959.34
2260		21281	LightRX Albany	8/30/2018	5,580.00
9130		22331	LightRX Jenkintown	9/29/2018	1,801.50
7510		21287	LightRX Orlando	11/24/2017	1,497.87
2870		22121	LightRX Madison	1/31/2018	4,760.83
8500		22038	LightRX Charlotte	8/10/2018	3,841.83
5040		21281	LightRX Albany	9/20/2018	4,929.00
9290		21269	LightRX - Brighton	7/3/2018	1,185.59
0360		21619	LightRX Grand Blanc	11/21/2018	796.25
2990		22080	LightRX - Columbia / Rockville	8/4/2018	4,550.00
0240		22080	LightRX - Columbia / Rockville	8/16/2018	1,600.00
2630		21281	LightRX Albany	1/19/2018	1,737.17
2830		21283	LightRX Greenville	10/31/2018	1,592.49
9790		21281	LightRX Albany	10/24/2018	2,768.21
0640		22367	LightRX Burlington	10/4/2018	2,317.78
6270		22034	LightRX Dallas Galleria	9/21/2018	4,095.00
1440		21287	LightRX Orlando	7/24/2018	2,714.63
4140		21287	LightRX Orlando	8/23/2018	1,911.00
0420		21280	LightRX Grand Rapids	10/5/2018	1,365.00
1420		21275	LightRX Rochester Hills	10/5/2018	7,280.00
9080		21512	LightRX Mesa	1/9/2018	1,425.11
4410		22034	LightRX Dallas Galleria	7/30/2018	2,548.47
2860		21871	LightRX Overland Park	8/30/2018	1,344.00
8620		22081	LightRX - Towson	10/22/2018	909.98
5310		21275	LightRX Rochester Hills	8/10/2018	4,556.98
1290		22080	LightRX - Columbia / Rockville	9/14/2018	4,905.81
5670		22038	LightRX Charlotte	11/1/2018	1,600.00
1020		22233	LightRX Nashville	11/29/2018	4,736.15
1890		21277	LightRX Troy	8/22/2018	1,125.00
5370		21287	LightRX Orlando	9/14/2018	3,003.00
3080		21271	LightRX Okemos / East Lansing	7/15/2017	2,626.49
2650		21272	LightRX Fort Wayne	6/1/2018	1,299.20
4910		22121	LightRX Madison	9/1/2018	2,093.08
5240		22246	LightRx Woodlands	7/26/2018	1,796.17
3900		21285	LightRX Lexington	8/28/2018	1,200.00
9290		21273	LightRX Livonia	1/16/2019	1,272.00
2150		21275	LightRX Rochester Hills	11/21/2018	2,295.65
3270		22367	LightRX Burlington	10/16/2018	3,152.69
5470		21281	LightRX Albany	7/21/2018	1,505.07
3240		22568	LightRx Costa Mesa	12/21/2018	3,669.33
8940		22208	LightRX Fort Worth	11/1/2018	7,988.69
2000		22367	LightRX Burlington	9/1/2018	6,575.23
8190		22233	LightRX Nashville	12/1/2018	2,051.20
0110		22078	LightRX - Stone Oak / San Antonio	1/9/2019	4,840.00
1180		22120	LightRX Memphis	12/5/2018	2,133.00

8120		22079 LightRX - Milwaukee	1/5/2019	3,044.25
4190		22207 LightRX- Plano / Frisco	2/2/2019	1,874.39
8320		22079 LightRX - Milwaukee	11/8/2018	2,557.49
2870		22210 LightRX Houston Galleria	9/26/2018	1,638.00
6010		22235 LightRX Minneapolis Edina	10/31/2018	850.01
3880		21276 LightRX Shelby	12/1/2018	1,347.31
1850		21280 LightRX Grand Rapids	7/10/2018	540.50
5870		21279 LightRX Canton	12/1/2018	1,497.75
0240		22568 LightRX Costa Mesa	10/13/2018	963.69
6250		22335 LightRX Houston Sugarland	7/30/2018	2,111.74
4840		21282 LightRX Columbus	2/17/2018	883.20
8070		21276 LightRX Shelby	7/7/2018	1,746.88
3900		22236 LightRX Eagan	11/21/2018	3,684.78
1110		21280 LightRX Grand Rapids	11/29/2018	1,083.50
3950		21282 LightRX Columbus	1/24/2019	1,912.50
5400		22120 LightRX Memphis	11/9/2018	4,550.00
3970		21288 LightRX Pittsburgh	2/1/2019	6,379.11
7070		22208 LightRX Fort Worth	8/8/2018	3,200.00
1750		22210 LightRX Houston Galleria	3/17/2018	1,602.00
3300		22079 LightRX - Milwaukee	12/8/2018	1,091.09
6520		21290 LightRX Chicago/Watertown	10/2/2018	2,000.00
8540		21289 LightRX Virginia Beach	4/9/2018	79.30
9760		21272 LightRX Fort Wayne	11/28/2018	4,030.71
9330		22078 LightRX - Stone Oak / San Antonio	1/17/2019	783.82
4920		21284 LightRX Indianapolis	1/9/2019	3,013.88
7180		21279 LightRX Canton	1/26/2019	1,407.12
0090		21335 LightRX Kansas City	12/15/2018	1,789.25
6710		21276 LightRX Shelby	12/27/2018	1,598.78
9370		21331 LightRX Baltimore	8/27/2018	584.62
1350		21612 LightRX Tucson	12/1/2018	1,510.63
4450		21281 LightRX Albany	5/11/2018	544.04
9440		22120 LightRX Memphis	1/18/2019	750.82
7480		21271 LightRX Okemos / East Lansing	12/4/2018	699.89
7830		22079 LightRX - Milwaukee	12/29/2018	805.29
5460		20155 LightRX	11/29/2018	1,749.67
5720		22035 LightRX Fairfax	4/4/2018	2,627.28
4610		21346 LightRX St. Louis	1/3/2019	6,364.00
5040		22333 LightRX Alamo Ranch	11/14/2018	1,910.98
5860		22207 LightRX- Plano / Frisco	1/22/2019	4,016.19
8030		22244 LightRX - Boston Newbury	11/24/2017	2,654.36
0220		22079 LightRX - Milwaukee	12/28/2018	1,468.50
4530		21510 LightRX Chandler	12/1/2018	2,643.25
8850		21335 LightRX Kansas City	11/3/2018	1,007.20
2470		21018 LightRX	12/14/2018	1,960.07
1970		22079 LightRX - Milwaukee	12/18/2018	527.72
5480		22120 LightRX Memphis	1/4/2019	978.52
7130		21335 LightRX Kansas City	11/15/2018	1,339.20
7360		22368 LightRX Summerlin	12/7/2018	4,450.00
8080		21284 LightRX Indianapolis	11/2/2018	2,015.01
1360		21611 LightRX Centennial	8/2/2017	275.40
0840		22120 LightRX Memphis	11/9/2018	2,650.49
8070		21473 LightRX Arrowhead	11/3/2018	5,924.09
7390		22333 LightRX Alamo Ranch	1/4/2019	2,256.58
6870		21346 LightRX St. Louis	12/8/2018	2,408.00
0740		22120 LightRX Memphis	11/30/2018	1,099.99
2990		22081 LightRX - Towson	12/11/2018	2,272.41
8530		22232 LightRX King of Prussia	5/31/2018	2,467.07
6530		21512 LightRX Mesa	1/26/2019	430.00
9730		22036 LightRX Alexandria	11/25/2017	1,324.80
0530		22120 LightRX Memphis	1/19/2019	2,112.00
9860		22120 LightRX Memphis	1/29/2019	1,478.40
7430		22036 LightRX Alexandria	11/6/2017	2,990.13
9640		22120 LightRX Memphis	12/28/2018	2,056.26
9700		22120 LightRX Memphis	12/28/2018	750.35
1620		22120 LightRX Memphis	11/8/2018	366.44
5710		22120 LightRX Memphis	3/28/2018	710.49
6210		22120 LightRX Memphis	11/30/2018	1,099.99
6500		22120 LightRX Memphis	11/30/2018	1,650.00
3930		22120 LightRX Memphis	11/28/2018	468.75
7410		22121 LightRX Madison	9/10/2018	837.00
9390		22121 LightRX Madison	9/22/2018	956.25

3320		22120 LightRX Memphis	12/8/2018	35.00
3370		22121 LightRX Madison	7/31/2018	1,968.06
1130		22367 LightRX Burlington	7/24/2018	3,143.25
0070		22367 LightRX Burlington	8/11/2018	1,600.00
0690		22367 LightRX Burlington	10/13/2018	1,129.95
4340		22367 LightRX Burlington	8/24/2018	800.00
5210		22367 LightRX Burlington	9/1/2018	1,183.00
3640		22368 LightRX Summerlin	10/12/2018	1,860.00
4030		22207 LightRX- Plano / Frisco	12/11/2018	2,072.27
3060		22207 LightRX- Plano / Frisco	12/19/2018	2,250.00
4020		22207 LightRX- Plano / Frisco	9/27/2018	1,348.49
5860		22207 LightRX- Plano / Frisco	12/31/2018	1,125.00
7490		22207 LightRX- Plano / Frisco	11/21/2018	651.00
5800		21512 LightRX Mesa	8/1/2018	1,408.15
9860		22208 LightRX Fort Worth	12/28/2018	1,500.00
3160		22208 LightRX Fort Worth	11/21/2018	1,395.00
5690		22208 LightRX Fort Worth	10/10/2018	2,706.02
5900		22208 LightRX Fort Worth	11/28/2018	988.99
2360		22208 LightRX Fort Worth	7/25/2018	406.72
7140		22233 LightRX Nashville	2/9/2018	2,329.00
5000		22208 LightRX Fort Worth	12/18/2018	550.00
0770		22233 LightRX Nashville	8/11/2018	3,534.00
9200		22234 LightRX Indianapolis Plainfield	7/31/2018	837.00
2240		22234 LightRX Indianapolis Plainfield	2/7/2018	1,159.20
2680		22235 LightRX Minneapolis Edina	11/10/2017	276.00
9260		22235 LightRX Minneapolis Edina	1/29/2019	1,341.60
4660		22235 LightRX Minneapolis Edina	1/24/2019	591.13
5600		22235 LightRX Minneapolis Edina	1/28/2019	1,257.75
5640		22235 LightRX Minneapolis Edina	1/26/2019	1,986.59
1830		22235 LightRX Minneapolis Edina	12/29/2018	1,725.75
5430		22235 LightRX Minneapolis Edina	1/4/2019	571.99
7170		22235 LightRX Minneapolis Edina	1/4/2019	1,500.00
2750		22235 LightRX Minneapolis Edina	11/26/2018	2,418.75
0970		22235 LightRX Minneapolis Edina	11/15/2018	1,815.45
5870		22235 LightRX Minneapolis Edina	2/2/2019	659.99
7050		22235 LightRX Minneapolis Edina	11/21/2018	2,037.26
9470		22235 LightRX Minneapolis Edina	11/24/2018	1,156.38
5080		22210 LightRX Houston Galleria	9/1/2018	3,185.00
1120		22235 LightRX Minneapolis Edina	1/9/2019	1,290.00
1250		22235 LightRX Minneapolis Edina	1/9/2019	639.84
1520		22210 LightRX Houston Galleria	7/24/2018	381.00
3140		22210 LightRX Houston Galleria	1/25/2018	425.00
5040		22233 LightRX Nashville	11/21/2018	488.25
5400		22233 LightRX Nashville	11/21/2018	3,015.52
0110		22235 LightRX Minneapolis Edina	11/15/2018	1,860.00
0630		22235 LightRX Minneapolis Edina	12/4/2018	264.00
7470		22235 LightRX Minneapolis Edina	12/11/2018	1,255.73
2390		22245 LightRX - Maple Grove	10/27/2018	636.75
5120		22245 LightRX - Maple Grove	10/30/2018	1,395.00
5510		22245 LightRX - Maple Grove	10/31/2018	697.49
5600		22235 LightRX Minneapolis Edina	11/1/2018	585.89
1900		22245 LightRX - Maple Grove	11/15/2018	1,203.07
2400		22245 LightRX - Maple Grove	10/6/2018	1,086.01
0770		22297 LightRX Pasadena	1/8/2019	675.00
4280		22297 LightRX Pasadena	1/12/2019	1,548.00
4590		22297 LightRX Pasadena	1/12/2019	719.25
5510		22297 LightRX Pasadena	2/5/2019	525.00
6830		22245 LightRX - Maple Grove	10/10/2018	800.00
4430		22297 LightRX Pasadena	11/29/2018	764.72
7340		22297 LightRX Pasadena	11/24/2018	910.00
8700		22297 LightRX Pasadena	11/9/2018	764.40
7490		22034 LightRX Dallas Galleria	9/21/2018	750.00
1160		22034 LightRX Dallas Galleria	11/27/2018	1,074.99
5720		22034 LightRX Dallas Galleria	11/1/2018	728.00
5660		22034 LightRX Dallas Galleria	10/20/2018	609.15
4390		22034 LightRX Dallas Galleria	11/29/2018	1,117.14
0080		22034 LightRX Dallas Galleria	10/24/2018	1,600.00
1060		22244 LightRX - Boston Newbury	1/22/2018	3,449.08
3430		22244 LightRX - Boston Newbury	5/10/2018	2,530.00
7610		22245 LightRX - Maple Grove	10/11/2018	12.00
2560		22245 LightRX - Maple Grove	10/17/2018	1,860.00

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22233 LightRX Nashville	10/20/2018	1,200.00
22034 LightRX Dallas Galleria	8/6/2018	870.28
22034 LightRX Dallas Galleria	8/17/2018	4,417.49
22034 LightRX Dallas Galleria	5/10/2018	1,042.90
22034 LightRX Dallas Galleria	3/14/2018	320.40
22034 LightRX Dallas Galleria	9/1/2017	1,112.34
22036 LightRX Alexandria	1/10/2019	659.99
22036 LightRX Alexandria	12/22/2017	747.90
22036 LightRX Alexandria	5/30/2018	252.45
22037 LightRX Cedar Park / Austin	9/25/2018	2,320.49
22037 LightRX Cedar Park / Austin	9/26/2018	552.41
21609 LightRX Hoffman Estates	11/24/2018	44.25
21609 LightRX Hoffman Estates	11/19/2018	3,640.00
21609 LightRX Hoffman Estates	10/4/2018	1,023.75
21609 LightRX Hoffman Estates	7/27/2018	2,593.49
21335 LightRX Kansas City	12/14/2018	41.30
21335 LightRX Kansas City	11/12/2018	3,565.02
21335 LightRX Kansas City	9/15/2018	637.00
21335 LightRX Kansas City	9/25/2018	585.89
21335 LightRX Kansas City	3/31/2018	1,483.04
21335 LightRX Kansas City	4/6/2018	640.80
21335 LightRX Kansas City	11/3/2017	1,217.11
21335 LightRX Kansas City	11/15/2018	472.50
21335 LightRX Kansas City	11/24/2018	372.00
21335 LightRX Kansas City	11/27/2018	602.00
21335 LightRX Kansas City	11/1/2018	1,628.62
22335 LightRX Houston Sugarland	9/22/2018	452.63
22335 LightRX Houston Sugarland	9/19/2018	180.02
22335 LightRX Houston Sugarland	10/25/2018	384.11
22335 LightRX Houston Sugarland	11/9/2018	280.00
22335 LightRX Houston Sugarland	10/24/2018	420.19
22035 LightRX Fairfax	1/20/2018	511.75
22331 LightRX Jenkintown	7/28/2018	682.49
22331 LightRX Jenkintown	9/18/2018	910.00
22331 LightRX Jenkintown	9/20/2018	5,593.67
22332 LightRX Hingham	9/1/2018	2,661.75
22333 LightRX Alamo Ranch	7/28/2018	604.49
22333 LightRX Alamo Ranch	8/15/2018	1,009.83
22333 LightRX Alamo Ranch	8/18/2018	2,510.72
22333 LightRX Alamo Ranch	9/19/2018	1,456.00
22333 LightRX Alamo Ranch	11/13/2018	1,632.15
22334 LightRX Greenwood	8/4/2018	2,429.69
22334 LightRX Greenwood	8/13/2018	1,729.00
22333 LightRX Alamo Ranch	9/22/2018	1,800.00
22035 LightRX Fairfax	6/1/2018	2,002.50
22038 LightRX Charlotte	1/17/2019	4,541.32
22078 LightRX - Stone Oak / San Antonio	3/25/2019	1,050.00
22078 LightRX - Stone Oak / San Antonio	9/28/2018	697.49
22078 LightRX - Stone Oak / San Antonio	5/30/2018	1,380.00
22078 LightRX - Stone Oak / San Antonio	12/1/2018	714.56
22078 LightRX - Stone Oak / San Antonio	12/6/2018	934.55
22078 LightRX - Stone Oak / San Antonio	12/13/2018	600.00
22038 LightRX Charlotte	11/1/2018	1,608.00
22079 LightRX - Milwaukee	2/7/2019	1,056.00
22079 LightRX - Milwaukee	2/11/2019	659.99
22079 LightRX - Milwaukee	1/10/2019	2,376.00
22079 LightRX - Milwaukee	1/10/2019	1,290.00
22079 LightRX - Milwaukee	1/18/2019	2,502.72
22079 LightRX - Milwaukee	1/25/2019	522.71
22079 LightRX - Milwaukee	2/6/2019	1,545.42
22079 LightRX - Milwaukee	11/24/2018	880.00
22079 LightRX - Milwaukee	11/28/2018	623.07
22079 LightRX - Milwaukee	11/28/2018	1,204.00
22079 LightRX - Milwaukee	3/29/2018	801.00
22079 LightRX - Milwaukee	11/23/2018	1,137.49
22079 LightRX - Milwaukee	7/28/2018	1,350.36
22079 LightRX - Milwaukee	11/24/2018	1,137.49
22080 LightRX - Columbia / Rockville	9/29/2018	1,635.27
22080 LightRX - Columbia / Rockville	10/15/2018	1,983.79
22080 LightRX - Columbia / Rockville	10/15/2018	2,596.56
22080 LightRX - Columbia / Rockville	8/16/2018	633.60



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22080	LightRX - Columbia / Rockville	10/12/2018	800.00
22080	LightRX - Columbia / Rockville	9/14/2018	2,197.12
22081	LightRX - Towson	9/13/2018	2,311.40
22081	LightRX - Towson	9/15/2018	1,547.00
22081	LightRX - Towson	11/24/2018	1,355.54
22081	LightRX - Towson	8/28/2018	2,502.49
22081	LightRX - Towson	12/15/2018	2,640.00
22080	LightRX - Columbia / Rockville	4/27/2018	1,020.00
22567	LightRx - Montclair	7/24/2018	1,320.00
22567	LightRx - Montclair	8/7/2018	1,600.00
22567	LightRx - Montclair	8/21/2018	1,860.00
22567	LightRx - Montclair	8/31/2018	1,860.00
22568	LightRx Costa Mesa	7/20/2018	96.00
22568	LightRx Costa Mesa	1/5/2019	2,216.11
22568	LightRx Costa Mesa	11/24/2018	1,743.75
22568	LightRx Costa Mesa	10/24/2018	1,274.00
22568	LightRx Costa Mesa	11/7/2018	2,400.00
22568	LightRx Costa Mesa	11/13/2018	3,412.49
22568	LightRx Costa Mesa	11/13/2018	4,882.49
22568	LightRx Costa Mesa	9/19/2018	3,375.89
22568	LightRx Costa Mesa	10/1/2018	2,074.80
22568	LightRx Costa Mesa	8/25/2018	2,400.00
22568	LightRx Costa Mesa	10/4/2018	600.00
22568	LightRx Costa Mesa	10/3/2018	3,090.36
22568	LightRx Costa Mesa	9/8/2018	955.49
21461	LightRX Buffalo Grove	9/19/2018	2,047.49
21461	LightRX Buffalo Grove	8/2/2018	669.60
21461	LightRX Buffalo Grove	7/26/2018	1,706.25
22079	LightRX - Milwaukee	12/29/2018	860.00
22079	LightRX - Milwaukee	1/2/2019	1,347.75
22079	LightRX - Milwaukee	1/3/2019	1,548.00
22079	LightRX - Milwaukee	1/4/2019	1,625.39
22080	LightRX - Columbia / Rockville	8/1/2018	805.40
22079	LightRX - Milwaukee	12/15/2018	1,500.00
22568	LightRx Costa Mesa	12/22/2018	1,108.80
22568	LightRx Costa Mesa	12/15/2018	1,584.00
21473	LightRX Arrowhead	12/18/2018	2,064.00
21473	LightRX Arrowhead	12/28/2018	1,584.00
21473	LightRX Arrowhead	1/10/2019	2,794.99
21473	LightRX Arrowhead	11/10/2018	1,240.61
21473	LightRX Arrowhead	11/16/2018	47.20
21473	LightRX Arrowhead	12/6/2018	722.40
21473	LightRX Arrowhead	12/1/2018	2,625.00
21473	LightRX Arrowhead	1/2/2019	1,365.00
21473	LightRX Arrowhead	10/18/2018	1,046.49
21473	LightRX Arrowhead	10/25/2018	910.00
21473	LightRX Arrowhead	12/15/2018	1,092.00
21473	LightRX Arrowhead	8/30/2018	4,550.00
21473	LightRX Arrowhead	7/28/2018	756.00
21473	LightRX Arrowhead	11/21/2018	279.04
21474	LightRX Draper	11/6/2018	1,125.00
21474	LightRX Draper	11/7/2018	3,162.00
21474	LightRX Draper	1/10/2019	1,039.50
21474	LightRX Draper	9/24/2018	1,910.72
21474	LightRX Draper	2/2/2018	534.66
21474	LightRX Draper	10/5/2018	588.00
21474	LightRX Draper	8/18/2018	1,171.80
21511	LightRX Scottsdale	12/1/2018	1,612.50
21511	LightRX Scottsdale	1/3/2019	1,050.00
21511	LightRX Scottsdale	9/8/2018	1,465.68
21511	LightRX Scottsdale	11/24/2018	325.49
21512	LightRX Mesa	12/21/2018	2,904.00
21512	LightRX Mesa	11/29/2018	1,290.00
22207	LightRX- Plano / Frisco	11/24/2018	1,938.29
22207	LightRX- Plano / Frisco	11/20/2018	1,000.00
21281	LightRX Albany	6/27/2017	1,601.68
21281	LightRX Albany	2/7/2018	1,136.70
21282	LightRX Columbus	11/25/2017	1,057.32
21282	LightRX Columbus	11/27/2018	860.00
21282	LightRX Columbus	12/8/2018	541.79
21282	LightRX Columbus	12/29/2018	554.39

0820	21282 LightRX Columbus	12/29/2018	7,039.12
1170	21282 LightRX Columbus	12/29/2018	1,182.50
5530	21282 LightRX Columbus	11/20/2018	937.50
6160	21282 LightRX Columbus	11/21/2018	843.75
9110	21282 LightRX Columbus	11/24/2018	744.00
5370	21282 LightRX Columbus	9/20/2018	1,080.00
8650	21282 LightRX Columbus	10/2/2018	1,190.40
2750	21282 LightRX Columbus	10/6/2018	728.00
8670	21282 LightRX Columbus	10/12/2018	1,092.00
3900	21282 LightRX Columbus	8/15/2018	1,041.60
0850	21282 LightRX Columbus	9/14/2018	2,038.40
6240	21282 LightRX Columbus	11/23/2018	455.00
7160	21282 LightRX Columbus	10/11/2018	1,125.00
2910	21282 LightRX Columbus	8/31/2018	1,822.80
4390	21282 LightRX Columbus	8/31/2018	1,976.25
9390	21282 LightRX Columbus	2/10/2018	1,053.31
9780	21282 LightRX Columbus	9/14/2017	424.53
2870	21282 LightRX Columbus	8/24/2017	801.00
6070	21282 LightRX Columbus	10/18/2018	682.49
6410	21282 LightRX Columbus	12/1/2018	2,372.96
2410	21282 LightRX Columbus	6/13/2017	1,001.25
6830	21282 LightRX Columbus	5/31/2018	504.63
9030	21282 LightRX Columbus	10/19/2018	865.08
2350	21283 LightRX Greenville	2/11/2019	1,434.39
6010	21283 LightRX Greenville	12/22/2018	688.00
3020	21283 LightRX Greenville	10/27/2018	1,000.00
5520	21283 LightRX Greenville	9/19/2018	910.00
5200	21283 LightRX Greenville	2/9/2018	1,598.12
7720	21283 LightRX Greenville	5/30/2018	846.40
7080	21283 LightRX Greenville	12/19/2018	472.50
8290	21282 LightRX Columbus	11/30/2017	1,674.40
8050	21284 LightRX Indianapolis	11/13/2018	910.00
0240	21284 LightRX Indianapolis	11/24/2018	6,051.28
6490	21284 LightRX Indianapolis	12/12/2018	240.80
5140	21282 LightRX Columbus	5/8/2018	1,894.50
8020	21284 LightRX Indianapolis	11/16/2018	697.49
7270	21282 LightRX Columbus	1/19/2018	1,310.99
6910	21285 LightRX Lexington	10/20/2018	1,410.49
1010	21285 LightRX Lexington	10/25/2018	930.00
0270	21285 LightRX Lexington	10/4/2018	960.00
2680	21285 LightRX Lexington	12/13/2018	760.00
7990	21285 LightRX Lexington	10/11/2018	1,674.00
4850	21285 LightRX Lexington	12/15/2017	1,170.42
5790	21285 LightRX Lexington	9/19/2018	982.80
3060	21285 LightRX Lexington	9/27/2018	2,790.00
3590	21286 LightRX Louisville	1/11/2019	923.99
5560	21286 LightRX Louisville	1/3/2019	3,080.00
1990	21287 LightRX Orlando	7/24/2018	357.19
3370	21287 LightRX Orlando	7/25/2018	938.21
0750	21287 LightRX Orlando	5/23/2018	256.32
6950	21287 LightRX Orlando	3/29/2018	780.97
4140	21287 LightRX Orlando	9/27/2017	460.00
2720	21287 LightRX Orlando	10/16/2018	2,047.49
2820	21287 LightRX Orlando	10/27/2018	1,092.00
7640	21287 LightRX Orlando	9/21/2018	520.00
5350	21287 LightRX Orlando	9/29/2018	2,092.49
8450	21287 LightRX Orlando	10/11/2018	5,090.53
2080	21287 LightRX Orlando	10/15/2018	1,023.00
5860	21287 LightRX Orlando	7/28/2018	1,116.00
2950	21287 LightRX Orlando	9/12/2018	2,027.40
7450	21287 LightRX Orlando	2/3/2017	317.10
5450	21288 LightRX Pittsburgh	1/3/2019	1,635.92
6410	21284 LightRX Indianapolis	8/8/2018	1,456.00
3670	21288 LightRX Pittsburgh	11/27/2018	1,320.00
8450	21289 LightRX Virginia Beach	10/2/2018	1,116.00
1040	21289 LightRX Virginia Beach	10/4/2018	697.49
5310	21290 LightRX Chicago/Watertown	1/5/2019	1,568.15
4730	21290 LightRX Chicago/Watertown	10/18/2018	3,250.96
5440	21290 LightRX Chicago/Watertown	10/18/2018	3,935.32
5800	21290 LightRX Chicago/Watertown	11/10/2018	2,047.49
3710	21290 LightRX Chicago/Watertown	1/9/2019	946.00

1110		21290 LightRX Chicago/Watertower	12/10/2018	41.30
0320		21290 LightRX Chicago/Watertower	8/11/2018	2,047.49
0570		21290 LightRX Chicago/Watertower	3/6/2018	972.78
0210		21290 LightRX Chicago/Watertower	4/24/2018	600.88
0960		21290 LightRX Chicago/Watertower	5/3/2018	2,002.50
0180		21290 LightRX Chicago/Watertower	1/26/2018	801.00
0460		21310 LightRX Knoxville	12/19/2018	1,320.00
0530		21310 LightRX Knoxville	10/11/2018	837.00
0880		21310 LightRX Knoxville	4/14/2018	471.04
0720		21310 LightRX Knoxville	5/1/2018	1,104.00
0780		21310 LightRX Knoxville	12/18/2018	3,484.54
0410		21310 LightRX Knoxville	3/17/2018	1,031.35
0660		21311 LightRX White Plains	9/22/2017	160.20
0060		21311 LightRX White Plains	8/3/2018	3,720.00
0660		21311 LightRX White Plains	4/19/2018	644.00
0750		21311 LightRX White Plains	9/13/2018	930.00
0490		21312 LightRX Naperville	10/23/2018	1,298.28
0450		21312 LightRX Naperville	11/8/2018	2,119.47
0480		21312 LightRX Naperville	8/31/2018	1,820.00
0450		21312 LightRX Naperville	8/25/2018	1,116.00
0310		21312 LightRX Naperville	7/31/2018	3,731.00
0830		21312 LightRX Naperville	11/2/2018	1,356.81
0720		21312 LightRX Naperville	3/29/2018	2,307.53
0100		21312 LightRX Naperville	7/21/2018	214.31
0250		21312 LightRX Naperville	4/20/2018	831.00
0960		21331 LightRX Baltimore	8/1/2018	976.49
0160		21331 LightRX Baltimore	4/28/2018	660.82
0470		21331 LightRX Baltimore	8/24/2018	2,790.00
0300		21331 LightRX Baltimore	1/7/2017	536.59
0720		21335 LightRX Kansas City	1/15/2019	2,640.00
0520		21335 LightRX Kansas City	1/29/2019	1,185.94
0760		21335 LightRX Kansas City	12/1/2018	44.25
0190		21018 LightRX	12/27/2018	550.40
0150		21018 LightRX	2/27/2018	1,029.66
0830		21018 LightRX	2/1/2019	659.99
0500		21018 LightRX	1/4/2019	1,575.00
0430		21018 LightRX	1/4/2019	2,112.00
0550		21018 LightRX	1/17/2019	41.30
0480		21871 LightRX Overland Park	7/19/2018	714.37
0290		21871 LightRX Overland Park	12/29/2017	748.40
0920		21871 LightRX Overland Park	10/27/2018	4,095.00
0450		21462 LightRX Orland Park	3/9/2019	1,842.71
0350		21462 LightRX Orland Park	11/24/2018	44.25
0400		21462 LightRX Orland Park	11/28/2018	2,150.00
05380		21462 LightRX Orland Park	11/21/2018	1,590.02
02570		21462 LightRX Orland Park	11/17/2018	1,360.00
07830		21462 LightRX Orland Park	9/21/2018	4,550.00
01410		21462 LightRX Orland Park	7/24/2018	1,428.75
03100		21462 LightRX Orland Park	8/23/2018	1,600.00
04520		21462 LightRX Orland Park	7/27/2018	2,325.00
09350		21462 LightRX Orland Park	12/1/2018	659.12
06350		21018 LightRX	1/15/2019	1,214.14
07180		21871 LightRX Overland Park	11/1/2018	950.04
02220		21871 LightRX Overland Park	10/27/2018	4,185.00
05420		21871 LightRX Overland Park	10/30/2018	781.20
05390		21871 LightRX Overland Park	9/28/2018	910.00
02590		21871 LightRX Overland Park	8/30/2018	2,870.16
03590		21871 LightRX Overland Park	10/16/2018	2,730.00
05510		21871 LightRX Overland Park	10/9/2018	3,185.00
04840		21871 LightRX Overland Park	8/31/2018	3,608.03
03670		21611 LightRX Centennial	9/13/2018	697.49
02170		21611 LightRX Centennial	8/13/2018	372.00
01610		21611 LightRX Centennial	9/15/2018	682.49
01340		21613 LightRX Bountiful	6/12/2018	515.20
06980		21613 LightRX Bountiful	11/20/2018	520.00
00920		21613 LightRX Bountiful	6/23/2018	1,638.00
06830		21613 LightRX Bountiful	5/11/2018	250.08
01210		21613 LightRX Bountiful	10/4/2017	961.20
04490		21613 LightRX Bountiful	8/1/2017	4,005.00
02260		21614 LightRX Highlands Ranch	9/26/2018	3,069.00
01250		21612 LightRX Tucson	11/16/2018	1,719.89

5080		21612 LightRX Tucson	11/20/2018	3,640.00
3420		21612 LightRX Tucson	9/27/2018	1,162.81
7090		21612 LightRX Tucson	9/20/2018	1,125.00
6280		21612 LightRX Tucson	8/28/2018	800.00
5990		21612 LightRX Tucson	11/21/2018	1,961.96
0130		21612 LightRX Tucson	1/30/2018	578.68
5800		21616 LightRX Arvada / Denver	10/19/2018	1,274.00
7510		21616 LightRX Arvada / Denver	8/18/2018	3,166.44
4880		21614 LightRX Highlands Ranch	2/27/2019	504.00
5190		21614 LightRX Highlands Ranch	10/30/2018	1,255.80
4080		21617 LightRX Northfield / Lowry	12/20/2018	1,793.25
5810		21617 LightRX Northfield / Lowry	12/22/2018	3,159.19
0840		21617 LightRX Northfield / Lowry	12/29/2018	1,290.00
3350		21617 LightRX Northfield / Lowry	12/8/2018	921.36
1170		21617 LightRX Northfield / Lowry	10/5/2018	4,704.87
2610		21617 LightRX Northfield / Lowry	11/24/2018	966.87
6740		21617 LightRX Northfield / Lowry	12/12/2018	2,320.34
3260		21617 LightRX Northfield / Lowry	12/19/2018	40.60
9960		21612 LightRX Tucson	10/24/2018	1,600.00
2180		21619 LightRX Grand Blanc	12/18/2018	2,752.00
5800		21619 LightRX Grand Blanc	12/3/2018	1,650.00
2920		21619 LightRX Grand Blanc	12/7/2018	2,640.00
3010		21619 LightRX Grand Blanc	11/8/2018	558.00
0410		21619 LightRX Grand Blanc	11/20/2018	4,239.42
7640		21619 LightRX Grand Blanc	10/31/2018	1,743.75
2010		21619 LightRX Grand Blanc	9/25/2018	2,037.60
2280		21619 LightRX Grand Blanc	8/14/2018	1,767.00
01100		21619 LightRX Grand Blanc	10/29/2018	1,911.00
02560		21619 LightRX Grand Blanc	8/22/2018	3,887.16
3860		21619 LightRX Grand Blanc	8/31/2018	2,000.00
3900		21619 LightRX Grand Blanc	8/31/2018	5,499.13
4090		21619 LightRX Grand Blanc	8/31/2018	1,410.49
7170		21619 LightRX Grand Blanc	8/8/2018	4,650.00
52880		21267 LightRX Ann Arbor	11/29/2016	900.52
27440		21267 LightRX Ann Arbor	9/11/2018	2,000.00
60160		21267 LightRX Ann Arbor	2/8/2019	1,469.74
33960		21267 LightRX Ann Arbor	10/16/2017	2,252.16
60600		21267 LightRX Ann Arbor	7/13/2017	1,602.00
25380		21268 LightRX Birmingham	12/21/2018	1,035.00
03660		21268 LightRX Birmingham	11/27/2018	4,067.35
52260		21268 LightRX Birmingham	4/26/2018	676.68
66200		21268 LightRX Birmingham	10/9/2018	2,400.00
88780		21267 LightRX Ann Arbor	11/13/2018	5,580.00
88500		21268 LightRX Birmingham	9/21/2018	5,915.00
37110		21268 LightRX Birmingham	11/30/2017	441.60
58950		21269 LightRX - Brighton	10/12/2018	3,506.23
35990		21269 LightRX - Brighton	9/20/2018	53.69
71300		21269 LightRX - Brighton	7/25/2018	4,286.25
02320		21269 LightRX - Brighton	4/27/2018	505.20
17430		21269 LightRX - Brighton	6/19/2017	3,423.86
54930		21270 LightRX Dearborn	10/18/2018	6,370.00
29660		21270 LightRX Dearborn	12/28/2018	1,255.34
40150		21270 LightRX Dearborn	1/8/2019	1,625.17
16420		21270 LightRX Dearborn	1/16/2019	41.30
77360		21270 LightRX Dearborn	5/30/2018	1,211.91
09490		21270 LightRX Dearborn	1/31/2018	2,524.94
77110		21270 LightRX Dearborn	4/18/2018	842.65
39090		21270 LightRX Dearborn	12/7/2017	920.00
15140		21271 LightRX Okemos / East Lansing	12/10/2018	1,125.00
33780		21271 LightRX Okemos / East Lansing	1/15/2019	1,695.67
80000		21271 LightRX Okemos / East Lansing	1/21/2019	3,352.27
86590		21271 LightRX Okemos / East Lansing	11/21/2018	4,550.00
28220		21271 LightRX Okemos / East Lansing	9/13/2018	2,400.00
01960		21271 LightRX Okemos / East Lansing	8/22/2018	6,628.39
08530		21271 LightRX Okemos / East Lansing	5/19/2018	640.80
55520		21271 LightRX Okemos / East Lansing	9/15/2018	2,484.86
37600		21271 LightRX Okemos / East Lansing	4/28/2018	1,886.00
15270		21272 LightRX Fort Wayne	12/13/2018	787.50
17830		21272 LightRX Fort Wayne	12/13/2018	1,715.99
76590		21272 LightRX Fort Wayne	10/31/2018	1,534.49
04600		21272 LightRX Fort Wayne	11/28/2018	1,298.00

6810	21272 LightRX Fort Wayne	10/20/2018	3,255.00
9790	21272 LightRX Fort Wayne	8/28/2018	2,788.13
4430	21272 LightRX Fort Wayne	9/1/2018	1,114.75
9310	21272 LightRX Fort Wayne	9/12/2018	2,252.25
1800	21272 LightRX Fort Wayne	7/24/2018	2,286.00
3310	21272 LightRX Fort Wayne	7/25/2018	1,600.00
3370	21272 LightRX Fort Wayne	8/15/2018	562.50
5560	21272 LightRX Fort Wayne	8/16/2018	460.35
5480	21619 LightRX Grand Blanc	12/6/2018	880.00
1200	21271 LightRX Okemos / East Lansing	1/24/2019	1,210.00
2660	21273 LightRX Livonia	9/18/2018	637.00
7340	21274 LightRX Novi	1/15/2019	1,782.00
9880	21274 LightRX Novi	1/23/2019	1,875.00
1730	21274 LightRX Novi	12/17/2018	1,320.00
0550	21274 LightRX Novi	11/15/2018	909.09
8120	21274 LightRX Novi	10/17/2017	696.71
6620	21274 LightRX Novi	12/18/2018	797.22
9990	21346 LightRX St. Louis	1/7/2019	1,320.00
2950	21346 LightRX St. Louis	1/11/2019	1,386.00
9230	21272 LightRX Fort Wayne	12/11/2018	1,108.80
8070	21272 LightRX Fort Wayne	10/21/2017	1,139.02
9440	21271 LightRX Okemos / East Lansing	3/1/2019	797.22
5500	21273 LightRX Livonia	7/7/2018	1,680.00
8290	21273 LightRX Livonia	8/15/2018	930.00
4310	21273 LightRX Livonia	4/30/2018	600.75
8800	21273 LightRX Livonia	1/25/2018	920.00
9980	21273 LightRX Livonia	4/17/2018	837.24
0650	21346 LightRX St. Louis	3/13/2018	740.30
8190	21346 LightRX St. Louis	5/31/2018	506.00
3010	21273 LightRX Livonia	9/22/2018	1,760.00
1980	21346 LightRX St. Louis	1/31/2018	532.66
1370	21273 LightRX Livonia	8/23/2017	1,183.88
6310	21346 LightRX St. Louis	9/29/2018	2,092.49
5080	21275 LightRX Rochester Hills	12/4/2018	571.99
8000	21346 LightRX St. Louis	6/27/2018	1,428.75
9830	21346 LightRX St. Louis	5/4/2018	638.25
8350	21346 LightRX St. Louis	12/26/2018	1,290.00
2020	21346 LightRX St. Louis	7/24/2018	1,428.75
5430	21275 LightRX Rochester Hills	12/19/2018	528.00
5850	21275 LightRX Rochester Hills	8/25/2018	2,473.26
4400	21275 LightRX Rochester Hills	1/18/2019	672.41
7540	21275 LightRX Rochester Hills	2/28/2018	601.95
1560	21276 LightRX Shelby	5/23/2017	793.66
3010	21276 LightRX Shelby	7/12/2017	640.80
5110	21276 LightRX Shelby	5/9/2018	620.99
1190	21277 LightRX Troy	9/14/2018	2,000.00
9440	21276 LightRX Shelby	12/19/2018	7,568.00
2200	21276 LightRX Shelby	1/21/2019	1,232.00
0370	21277 LightRX Troy	4/19/2018	2,492.32
3780	21278 LightRX West Bloomfield	9/7/2018	1,952.72
7370	21279 LightRX Canton	1/5/2019	651.20
5660	21278 LightRX West Bloomfield	9/24/2018	2,473.70
7040	21277 LightRX Troy	1/5/2019	835.99
6070	21280 LightRX Grand Rapids	11/30/2018	462.00
7110	21280 LightRX Grand Rapids	12/1/2018	704.18
5340	21275 LightRX Rochester Hills	7/31/2018	4,720.59
0050	21280 LightRX Grand Rapids	11/1/2018	1,471.74
0350	21280 LightRX Grand Rapids	11/15/2018	53.69
3540	21280 LightRX Grand Rapids	9/27/2018	976.49
7450	21280 LightRX Grand Rapids	10/6/2018	1,092.00
3520	21280 LightRX Grand Rapids	5/10/2018	649.60
5650	21280 LightRX Grand Rapids	10/10/2018	7,189.00
0350	21280 LightRX Grand Rapids	1/19/2019	1,689.13
3130	21280 LightRX Grand Rapids	12/1/2018	550.00
2490	21281 LightRX Albany	10/15/2018	1,674.00
3380	21281 LightRX Albany	10/16/2018	3,121.29
5040	21281 LightRX Albany	10/18/2018	697.49
3800	21281 LightRX Albany	9/20/2018	1,096.47
3800	21281 LightRX Albany	7/26/2018	1,813.49
6000	21281 LightRX Albany	7/28/2018	2,232.00
4460	21281 LightRX Albany	8/31/2018	640.00



6530  
 9690  
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 7360  
 9860  
 3210  
 5800  
 7130  
 9000  
 5960  
 5280  
 8980  
 4230

21281 UghtRX Albany	1/17/2018	852.52
21281 UghtRX Albany	12/30/2017	2,024.00
21281 UghtRX Albany	12/16/2017	4,140.00
21281 UghtRX Albany	11/25/2017	676.19
21281 UghtRX Albany	11/2/2017	3,588.00
21281 UghtRX Albany	8/15/2017	1,602.00
21916 UghtRX Rochester	9/19/2018	138.11
22236 UghtRX Eagan	8/25/2018	3,429.62
22236 UghtRX Eagan	8/25/2018	318.08
22236 UghtRX Eagan	8/9/2018	891.80
22236 UghtRX Eagan	8/11/2018	1,820.00
22236 UghtRX Eagan	9/27/2018	477.75
22368 UghtRX Summerlin	12/22/2018	3,299.99
21916 UghtRX Rochester	1/18/2018	1,471.08
21916 UghtRX Rochester	12/1/2017	480.60
21916 UghtRX Rochester	7/13/2018	1,428.75
21916 UghtRX Rochester	9/29/2018	2,000.00
21916 UghtRX Rochester	10/12/2018	1,295.75
21331 UghtRX Baltimore	12/10/2016	5,392.16

Total:	<b>1,141,376.04</b>
LightRx Credits Collected:	<b>191,980.86</b>
LightRx Credits Due:	<b>949,395.18</b>

HELPCard Merchant Agreement

Contract No. \_\_\_\_\_

This HELPCard Merchant Agreement ("Agreement"), after execution by the Parties, shall be effective as of the Effective Date shown below. This Agreement is by and between: (I) the entity identified below as the Merchant, for itself and on behalf of any of its Affiliates designated by the attached Schedule "A" (individually and collectively, "Merchant"); and (II) Dent-a-Med Inc. doing business as The HELPCard and HC Processing Center ("HC Processing"), for itself and on behalf of the Authorized Financial Institution. Any reference to a "Party" shall mean either Merchant or HC Processing, individually. Any reference to the "Parties" shall mean both Merchant and HC Processing, collectively. The "Agreement" means and includes the following, all of which are incorporated in full by this reference:

- the following Terms of Service, including the Glossary of Terms in Exhibit "A" to the Terms of Service;
- the Designation of Merchant, Merchant Affiliates, and Notice Addresses in the attached Schedule "A";
- the Merchant Application in the attached Schedule "B";
- the Schedule of Fees and Charges in the attached Schedule "C";
- the Deposit Account ACH Authorization in the attached Schedule "D";
- the Promotional Offerings in the attached Schedule "E";
- the Information Privacy and Security Schedule in the attached Schedule "F";
- the Merchant Operating Guide in the attached Schedule "G".

Merchant acknowledges that it received and has agreed to be bound by all of the documents checked above as part of its Agreement with HC Processing. The "Agreement" also means and includes any amendments and additions that may be made from time to time to any part of the Agreement, and any Schedules, exhibits, and addenda, when such amendments and additions are made in accordance with the terms of the Agreement.

The person signing on behalf of Merchant below represents and warrants that he or she is duly authorized by Merchant and any Merchant Affiliate listed in Schedule "A" to sign on its behalf and their behalf, for purposes of binding Merchant and the Merchant Affiliate to this Agreement. In consideration of the mutual promises and agreements set forth in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties have entered into the Agreement and have agreed to be bound by its terms and conditions, as may be amended from time to time as provided herein.

_____, on behalf of itself and each Affiliate identified on Schedule "A" (individually and collectively, "Merchant")	Dent-A-Med Inc. d/b/a The HELPCard and HC Processing Center ("HC Processing")
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Signature: [Signature]  
 Printed Name: RICHARD MURPHY  
 Title: President

Signature: [Signature]  
 Printed Name: Ryan Roy  
 Title: President

Date Accepted and Approved by HC Processing:  
July 19, 2018 (the "Effective Date")

To Be Imaged agreement  
 Prov/CH # 20155  
 Name SUGHTRY  
 SSN # \_\_\_\_\_  
 Tax ID # 4105157898

## Terms of Service

1. **Definitions.** Capitalized terms used in the Agreement that are not defined above are generally defined by the Glossary of Terms in Exhibit "A" to the Terms of Service or in the context of their first use in the Agreement. Any reference to a "Section" of any part of the Agreement includes all sub-sections in the referenced section, except when only a particular sub-section is specified. The word "day" means a calendar day, unless the Agreement uses a defined term, such as Business Day, or specifically states otherwise.
2. **Scope and Purpose of Agreement.** Merchant understands that HC Processing has entered into a separate agreement with the Authorized Financial Institution that provides Accounts and issues Cards for the Program. Merchant has requested that HC Processing and the Authorized Financial Institution make Program financing available to Customers who want to purchase goods and services from Merchant, if those Customers request and qualify for an Account based on the Program criteria, including the credit criteria established from time to time by the Authorized Financial Institution. Merchant shall not assume Account credit and default risks on behalf of any Cardholder, but Merchant shall remain subject to all terms, conditions, representations, warranties, covenants, and duties that apply to Merchant pursuant to the Agreement, including the Merchant Operating Guide. HC Processing and the Authorized Financial Institution have agreed to make the Program available to Merchant and its qualifying Customers, subject to the terms and conditions of the Agreement.
3. **Exclusivity Provision.** For the duration of this two (2) year Agreement and all subsequent Renewal Term(s), Merchant agrees to ensure the Program is the exclusive first-look financing program offered to consumers in all current, as well as, any and all future locations operated by the Merchant.
4. **Program Marketing and Account Forms.** During the term of the Agreement, HC Processing will make available to Merchant the form of all Applications, Charge Slips, Credit Slips, Program marketing, Account Agreements, other documents that describe the cost and availability of Cards and Accounts, and other Account and Program documents expressly approved for use by HC Processing and the Authorized Financial Institution. Merchant understands and agrees that HC Processing and the Authorized Financial Institution may change such forms and documents from time to time at their sole discretion and expense, after giving reasonable advance notice of the change to Merchant. During the term of the Agreement, Merchant may not display or use any form of Applications, Charge Slips, Credit Slips, Program marketing, Account Agreements, or any other documents that describe the cost and availability of Cards and Accounts, other than the then-current versions that have been prepared or expressly approved by HC Processing and the Authorized Financial Institution. Merchant must not display or use any Program, Application and Account forms after the termination of the Agreement. Merchant agrees to pay HC Processing for any additional costs it requires to: (a) prepare or approve any non-standard or customized form of any such documents at Merchant's request, including any materials intended to advertise or promote the Program and Account use; and (b) provide any such Program or Account documents in any non-standard or customized manner or amount at Merchant's express request.
5. **Applications, Account Origination, and Account Use.** Merchant understands and agrees that the Authorized Financial Institution establishes and/or approves: (a) the criteria, procedures, and methods used to accept and evaluate Applications and originate Accounts; (b) the applicable rates, fees, terms and conditions of all Accounts and Account Agreements; and (c) the criteria, procedures, and methods used to permit use of the Accounts by Cardholders. The only credit applications that HC Processing and the Authorized Financial Institution will accept from Merchant are the Applications approved for use in connection with the Program, which allow Applicants to request the open-end, consumer-purpose Accounts available through the Program. Merchant must comply with all provisions in the Merchant Operating Guide that relate to the acceptance, submission and transmission of Applications, Charge Slips, Credit Slips, and other Program documents and information. All Applications that HC Processing or the Authorized Financial Institution receive from an Applicant will be evaluated by HC Processing, based on the criteria, procedures, and methods established and approved from time to time by the Authorized Financial Institution. Merchant may not participate in any way in the credit decisions made with respect to any Application or Account. Nothing in this Agreement requires that HC Processing or the Authorized Financial Institution take any particular action at Merchant's request with respect to approving any Application,

authorizing use of any Account, making Account credit available to any Cardholder, or servicing and collecting amounts due in connection with the Accounts.

6. **Rights, Title, and Ownership of Accounts.** The Authorized Financial Institution shall establish and initially own the Accounts and the associated Account credit risks, subject to its right to retain service providers and transfer any part of its ownership, rights, and title in such Accounts to others, including HC Processing. Merchant understands and agrees that it shall not hold any ownership, rights, title, or interest in the Accounts or any Customer receivable evidenced by a Charge Slip acquired from Merchant pursuant to the Agreement, except to the extent Merchant acquires such rights in a Customer receivable back after processing of a Chargeback in accordance with the Agreement.

7. **Promotional Terms, Additional Services, Program Enhancements.** From time to time, the Parties and the Authorized Financial Institution may agree on certain Promotional Offerings intended to promote the use and availability of Accounts and related Program services and enhancements to Customers, Applicants, and Cardholders. Schedule "E" to the Agreement describes the Promotional Offerings that the Parties and the Authorized Financial Institution have agreed to make available as of the Effective Date, including any compensation that may be due from Merchant or unique terms that HC Processing and the Authorized Financial Institution may require as a condition of providing certain Promotional Offerings. The Promotional Offerings in Schedule "E" are subject to terminate or change from time to time during the Agreement term, as described in the referenced Schedule.

8. **Chargebacks.** The events and circumstances that could result in a Chargeback of a Card Sale and Charge Slip acquired from Merchant are described in Schedule "G" to the Agreement. Merchant agrees to accept for Chargeback, and agrees to be liable to HC Processing and the Authorized Financial Institution, for any such Chargeback. The Merchant Operating Guide describes the time and manner in which Merchant must respond to any Chargeback notice it receives from HC Processing. For payment of any Chargeback, Merchant authorizes HC Processing, in its discretion and at its earliest opportunity, to deduct all Chargeback amounts due from Merchant from any other amounts that may otherwise be due to Merchant in connection with the Agreement or to debit Merchant's Transaction Processing Account for any such amount. Merchant understands and agrees that HC Processing may terminate the Agreement, require establishment of a Reserve Account, or pursue other rights and remedies in the time and manner authorized by the Agreement or Applicable Law, in the event of Excessive Chargebacks. If any Card Sale is the subject of a Chargeback for which HC Processing and the Authorized Financial Institution are fully compensated by Merchant, then HC Processing and/or the Authorized Financial Institution shall assign, without recourse, all right to payment for such Card Sale to Merchant, free and clear of right, claim of title or lien. If this happens, Merchant shall be entitled to all payments made after the Chargeback with respect to such Customer receivable. Merchant shall also bear all liability and risk of loss associated with any such Customer receivable, without warranty of any kind made by HC Processing or the Authorized Financial Institution and without any recourse or liability of any kind to HC Processing or the Authorized Financial Institution.

9. **Marketing Incentive.** HC Processing shall pay to the Merchant a Marketing Incentive, of which will have two components. The initial Marketing Incentive shall be in the amount of one hundred fifty thousand (\$150,000.00) dollars. The initial Marketing Incentive shall be paid within fifteen (15) days of execution of this Agreement. Thereafter the Subsequent Marketing Incentive shall be based upon the net charges (gross charges less returns and credits) generated from consumer use of the Program within a Program Year and shall be measured at the end of each Program Year. There shall be two (2) Program Years within the term of this agreement. The first Program Year will run from August 1, 2018 through July 31, 2019. The second Program Year will run from August 1, 2019 through July 31, 2020. Merchant shall receive payment of all subsequent Marketing Incentives within 30 days of the end of each Program Year. The Subsequent Marketing Incentive shall be calculated as follows:

Production Target	Marketing Incentive
\$20.0 MM	\$50,000
Every subsequent \$5.0 MM	\$50,000

The Marketing Incentive shall be reinvested into marketing and other initiatives to enhance the Product brand and obtain additional, or encourage recurring charges from existing customers.

In the event there is a material breach by the Merchant of the exclusivity provision of this Agreement, Merchant agrees to refund any and all Marketing Incentive provided by HC Processing. An example of a material breach of the exclusivity provision includes, but is not limited to, the Merchant's submission of applications to a different lender in place of or before HC Processing, the exclusive first-look lender. HC Processing shall provide Merchant with written notification of the material breach and the Merchant shall be granted thirty (30) days to cure the breach. Should Merchant not cure the breach within the thirty (30) day period, HC Processing shall provide a written request to Merchant; thereafter, Merchant shall submit full payment of any and all Marketing Incentive provided by HC Processing within seven (7) days of receipt of the written request.

10. **Merchant Representations and Warranties.** Merchant represents and warrants to HC Processing, as of the Effective Date of the Agreement and throughout its term, the following:

- (a) That each Application that any Applicant makes through Merchant shall be valid, authorized and made by the persons identified as Applicants by any such Application;
- (b) That each Card Sale, Charge Slip, and each use of a Card and Account, shall arise only from a *bona fide* sale of Goods and Services by Merchant to a Cardholder;
- (c) That each Card Sale shall be made to a Cardholder only for his or her personal, family or household purposes, and not any business or commercial purposes;
- (d) That Merchant shall obtain an Authorization number from the Authorization Center before submitting any Charge Slip or attempting to complete any Card Sale;
- (e) That each Charge Slip, Credit Slip, and other Card Sale and Account documents shall be prepared and submitted to HC Processing in the time and manner required by the Agreement, including the Merchant Operating Guide;
- (f) That all information provided in or with the Merchant Application is true, correct, and complete, and properly reflects the business, financial condition, and ownership of Merchant; and
- (g) That all information provided by Merchant or its designees before and after the Effective Date about Merchant's business, financial condition, and ownership, is true, correct, and complete as of the date provided; and
- (h) That Merchant has and shall maintain all required licenses, registrations, bonds, and insurances needed to conduct its business and perform its obligations under this Agreement.

11. **Merchant Covenants.** Merchant agrees:

- (a) That Merchant shall comply with all duties and requirements established by the Agreement, including but not limited to those established by the Merchant Operating Guide;
- (b) Merchant shall, not later than ninety (90) days after the end of each fiscal year for Merchant, provide HC Processing and the Authorized Financial Institution with an audited financial statement for Merchant, including, but not limited to, all footnotes;
- (c) Merchant shall provide HC Processing and the Authorized Financial Institution, on an annual or more frequent basis, with all information they reasonably request for purposes of evaluating Merchant's financial condition and its ability to fulfill its duties pursuant to the Agreement;
- (d) HC Processing and the Authorized Financial Institution may, at their own expense, verify the information they receive about Merchant's financial condition and obtain information about Merchant from credit



reporting agencies, governmental agencies, and other sources of business information that HC Processing and the Authorized Financial Institution consider reliable;

(e) HC Processing and the Authorized Financial Institution may provide each other, their respective Affiliates, creditors, financial services providers and potential investors, with information about the Program, subject to the limitations and restrictions in the Information Privacy and Security Schedule attached as Schedule "F" to the Agreement;

(f) Merchant shall honor and accept all valid Cards and Accounts without discrimination, when properly presented by Cardholders to pay for Merchant's Goods and Services;

(g) Merchant shall not establish any minimum or maximum Card Sale or Charge Slip amounts, unless Merchant has obtained prior written approval to do so from HC Processing and the Authorized Financial Institution;

(h) Merchant shall not require that any Cardholder compensate Merchant in any manner for any part of the fees, charges, discounts, expenses, or other amounts assessed to Merchant by HC Processing and the Authorized Financial Institution associated with the authorization of any Card Sale and the acceptance and funding of a Charge Slip, whether through an increase in the cash price of Goods and Services, a surcharge, convenience fee, or other additional or different fee or charge that causes an increase to the cash price of the Goods and Services that Merchant assesses at the time of a Card Sale as a result of any Cardholder's use or request to use a Card or Account;

(i) That Merchant shall provide the approved form of Applications and make them available to the public without regard to any person's race, color, religion, national origin, sex, marital status, or age (provided the person has the capacity to enter into a binding contract), or any other basis prohibited by Applicable Law;

(j) That Merchant shall not make any oral or written statement to any Applicant or prospective Applicant that would discourage a reasonable person from making or pursuing an Application on the basis of race, color, religion, national origin, sex, marital status, or age (provided the person has the capacity to enter into a binding contract), or any other basis prohibited by Applicable Law;

(k) That Merchant shall prominently display, in any retail location area at which Merchant may accept Customer payments or accept Program inquiries, the Applications, Program marketing materials, and all related documents prepared or expressly approved for use from time to time by HC Processing and the Authorized Financial Institution, for purposes of marketing the Program and describing the availability, use, and terms of the Cards and Accounts;

(l) That Merchant shall not change the type of business in which it engages, the types of products and services it provides, the locations from which it conducts business, or the manner in which it provides and sells such products and services, from those Merchant described in its Merchant Application and Schedule "A" (Designation of Merchant, Merchant Affiliates, and Notice Addresses), unless Merchant provides thirty (30) days advance notice of any such change to HC Processing and obtains its express written approval for any such change; and

(m) That Merchant shall comply with all Applicable Laws that affect the manner in which Merchant conducts its business, promotes and provides its Goods and Services, and interacts with Customers, Applicants, and Cardholders, including but not limited to all federal and state laws that govern telemarketing, telephone solicitations, mail order sales, trade practices, credit discrimination, privacy and information security.

12. **HC Processing Representations and Warranties.** HC Processing represents and warrants to Merchant, as of the Effective Date of the Agreement and throughout its term, the following:

(a) That Applications shall be provided and made available to the public by HC Processing without regard to any person's race, color, religion, national origin, sex, marital status, or age (provided the person has the capacity to enter into a binding contract), or any other basis prohibited by Applicable Law;

(b) That HC Processing shall not make any oral or written statement to Applicants or prospective Applicants that would discourage a reasonable person from making or pursuing an Application, on the basis of

race, color, religion, national origin, sex, marital status, or age (provided the person has the capacity to enter into a binding contract), or any other basis prohibited by Applicable Law;

(c) That HC Processing and the Authorized Financial Institution have and shall retain all required licenses, registrations, bonds, and insurances needed to perform their obligations under this Agreement; and

(d) That HC Processing shall comply with all Applicable Laws that affect the manner in which HC Processing conducts its business, provides Account services, and interacts with Customers, Applicants, and Cardholders, including but not limited to federal and state laws that govern consumer credit transactions, telemarketing, telephone solicitations, mail order sales, trade practices, credit discrimination, privacy and information security.

13. **Mutual Representations and Warranties.** Each Party represents and warrants to the other Party, as of the Effective Date of the Agreement and throughout its term, the following:

(a) That such Party has full corporate power and authority to enter into the Agreement, on its own behalf and on behalf of any identified Affiliate;

(b) That such Party has taken all corporate action required by any organizational documents to make this Agreement binding and valid against the Party and any identified Affiliate according to its terms;

(c) That this Agreement is and shall be binding, valid, and enforceable against such Party and any identified Affiliate according to its terms;

(d) That the execution, delivery, and performance of the Agreement, and the consummation of the transactions contemplated by the Agreement, shall not constitute a violation of Applicable Law or a violation or default by such Party under its articles of organization, articles of incorporation, by-laws or any other applicable formation or governance documents, or under any debt instruments or other material agreement or contract between such Party and any other entity or person;

(e) That no authorization of any governmental authority is required in connection with the performance by such Party of its obligations under the Agreement; and

(f) That there are no proceedings or investigations pending, or to such Party's knowledge threatened, before any court, regulatory body, administrative agency, or other tribunal or governmental instrumentality having jurisdiction over such Party or its properties, asserting the invalidity of this Agreement, seeking to prevent consummation of the transactions contemplated by the Agreement, or which, individually or in the aggregate, could reasonably be expected to have a material adverse effect on the such Party's ability to perform its obligations under the Agreement.

14. **Transaction Processing.**

(a) **Deposits.** Merchant agrees that the Agreement is a contract of financial accommodation within the meaning of the Bankruptcy Code, 11 U.S.C. § 365, as amended from time to time. Merchant understands and agrees that its obligations to HC Processing and the Authorized Financial Institution for all amounts owed under the Agreement arise from the same transaction as any obligation they have to deposit funds to the Transaction Processing Account, and that such amounts are owed in the ordinary course of business.

(b) **Transaction Processing Account.** Merchant shall establish and maintain a Transaction Processing Account with a depository institution authorized to participate in an automated clearing house ("ACH") and otherwise reasonably acceptable to HC Processing. Merchant shall maintain sufficient funds in its Transaction Processing Account at all times to accommodate all Chargebacks, returns, refunds, adjustments, fees, and other payments and amounts that may be due from Merchant under the Agreement.

(c) **Payments To Acquire Charge Slips From Merchant; Provisional Credit.** Any payment that HC Processing and/or the Authorized Financial Institution make to acquire a Charge Slip from Merchant shall be provisional and not a final payment, until HC Processing and the Authorized Financial Institution determine that Merchant has complied with the terms and conditions in the Agreement and that Merchant is not in violation of any representation, warranty, or covenant it made in the Agreement. Merchant acknowledges that all credits for

funds provided to it are provisional and subject to reversal if HC Processing does not receive payment of corresponding settlement amounts from the Authorized Financial Institution. Merchant also acknowledges that all credits are subject to adjustments for inaccuracies and errors (including rejects) and Chargebacks in accordance with the Agreement, regardless of whether the Chargeback is initiated by the Authorized Financial Institution, a Cardholder, or a Customer. Merchant authorizes HC Processing to initiate reversal or adjustment (debit or credit) entries and to initiate or suspend such entries in accordance with the Agreement as may be necessary to grant or reverse provisional credit given for any transaction. The payment amount required for HC Processing and/or the Authorized Financial Institution to acquire any Charge Slip from Merchant shall never exceed the total Card Sale amount shown as due from the Cardholder on the Charge Slip. The amounts acceptable to Merchant that HC Processing and the Authorized Financial Institution must pay to acquire all rights, title, and interest in a Charge Slip from Merchant are set forth in the Schedule of Fees and Charges (Schedule "C") and the Promotional Offerings Schedule (Schedule "E"), as applicable.

(d) Collection of Amounts Due From Merchant; Chargebacks. Merchant authorizes HC Processing, at its sole discretion, to use either: (i) a "direct debit" payment method to be compensated for any amounts that HC Processing determines is owed by Merchant under the Agreement, based on Merchant's authorization for HC Processing to initiate debit entries to Merchant's Transaction Processing Account or any Reserve Account that may be established; or (ii) a "net" payment method to be compensated for any amounts that HC Processing determines is owed by Merchant under the Agreement, by deducting such amounts from any amounts that may otherwise be owed to Merchant under the Agreement for Charge Slips or otherwise. The amounts that Merchant owes pursuant to the Agreement include, but are not limited to, amounts due for Chargebacks and amounts due for fees, charges, and other amounts specified in the Schedule of Fees and Charges (Schedule "C"), the Promotional Offerings Schedule (Schedule "E"), and other applicable provisions of the Agreement. To the extent required, Merchant authorizes and appoints HC Processing to act as Merchant's agent for the limited purpose of collecting amounts that may be due from a Customer, the Authorized Financial Institution, or a Customer's depository institution.

15. Change in Ownership; Assignments. This Agreement may not be assigned or transferred by Merchant, directly or by operation of law, except with the prior express written consent of HC Processing. If, despite this prohibition, Merchant assigns this Agreement without the express consent of HC Processing, then: (a) the Agreement shall be binding on any such assignee of Merchant; and (b) Merchant and any guarantors of Merchant shall remain liable for any nonperformance by any such assignee of Merchant. Merchant must send HC Processing at least thirty (30) days prior written notice of any change in the name(s) and location(s) of Merchant and any identified Merchant Affiliate, any material change in ownership of Merchant's business, or any change in Charge Slip information concerning Merchant and any identified Merchant Affiliate. Merchant understands that HC Processing has contracted with, or may contract with, more than one Authorized Financial Institution, and that an Authorized Financial Institution may succeed or otherwise take the place of another Authorized Financial Institution during and after the term of the Agreement. This Agreement shall cover all Accounts issued by any Authorized Financial Institution for the Program and the receivables generated by all such Accounts. Merchant understands and agrees that HC Processing and any Authorized Financial Institution may assign their rights and/or delegate their duties under this Agreement at any time and without advance notice to Merchant.

16. Indemnification.

(a) Indemnification by Merchant. Merchant shall be liable to and shall indemnify and hold harmless HC Processing, the Authorized Financial Institution, their respective Affiliates associated with the Program, and their respective officers, employees, agents and directors from any losses, damages, claims or complaints incurred by HC Processing, the Authorized Financial Institution, any of their respective Affiliates, or their respective officers, employees, agents and directors arising out of: (i) Merchant's failure to comply with this Agreement, including the Merchant Operating Guide and any Schedule to the Agreement; (ii) any claim, dispute, complaint or setoff made by a Cardholder in good faith with respect to anything done or not done by Merchant in connection with Card Sales or Credit Slips that constitutes a violation of a duty or promise by Merchant; (iii) anything done or not done by Merchant in connection with the furnishing of any Goods and Services purchased by Cardholders that constitutes a violation of a duty or promise by Merchant; (iv) the death or injury to any person or the loss, destruction or damage to any property arising out of the design, manufacture or furnishing by Merchant of any Goods and Services purchased by Cardholders; (v) any claim or complaint of a third party in connection with

Merchant's advertisements and promotions relating to the Card which have not been reviewed or approved by HC Processing; (vi) any illegal or improper conduct of Merchant or its employees or agents; and (vii) any claim or complaint by a consumer that Merchant has violated any Applicable Law, including but not limited to the Equal Credit Opportunity Act and the Truth In Lending Act.

(b) **Indemnification by HC Processing.** HC Processing shall be liable to and shall indemnify and hold harmless Merchant and its identified Affiliates and their respective officers, employees, agents and directors from any losses, damages, claims or complaints incurred by Merchant or any of its Affiliates or their respective officers, employees, agents and directors, arising out of: (i) HC Processing's failure to comply with this Agreement; (ii) any claim, dispute or complaint by a Cardholder made in good faith resulting from anything done or not done by HC Processing in connection with such Cardholder's Account; (iii) any illegal or improper conduct of HC Processing, its Affiliates, or their respective employees or agents with respect to the Card, a Card Sale, an Account or any other matters relating to the Program; (iv) any claim, dispute, complaint or setoff by a consumer made in good faith resulting from a violation by HC Processing, with respect to the Application or Account agreement, of the Equal Credit Opportunity Act, Truth in Lending Act or any other related Applicable Laws; and (v) any claim, dispute or complaint of any third party made in good faith in connection with advertisements and promotions prepared by HC Processing relating to the Card. Notwithstanding the foregoing, the indemnification by HC Processing shall not apply to any claim or complaint relating to the failure of Merchant to resolve a billing inquiry or dispute with a Cardholder where such failure was not caused by HC Processing.

(c) **Notice of Claim & Survival.** In the event that HC Processing or Merchant shall receive any claim or demand or be subject to any suit or proceeding of which a claim may be made against the other under this Section, the Party seeking indemnification shall give prompt written notice thereof to the indemnifying Party, and the indemnifying Party will be entitled to participate in the settlement or defense thereof with counsel satisfactory to indemnified Party at the indemnifying Party's expense. In any case, the indemnifying Party and the indemnified Party shall cooperate (at no cost to the indemnified Party) in the settlement or defense of any such claim, demand, suit, or proceeding. The indemnifying Party shall not settle any Action in a manner that adversely affects the rights of the indemnified Party without the indemnified Party's prior written consent which may be freely given or not given as the indemnified Party chooses. The indemnified Party's failure to perform any obligations hereunder shall not relieve the indemnifying Party of its obligations hereunder except to the extent that the indemnifying Party can demonstrate that it has been materially prejudiced as a result of such failure. The terms of this Section shall survive the termination of this Agreement.

17. **Term and Termination.**

(a) **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect for two (2) years ("Initial Term"). After that, this Agreement shall be automatically renewed for successive one year terms (each, a "Renewal Term") unless and until terminated as provided in Section 17(b).

(b) **Termination of Agreement.** This Agreement shall continue until terminated by either Party by giving the other Party not less than one hundred eighty (180) days advance written notice before subsequent Renewal Term(s). Each Party's obligations on Charge Slips and Card Sales that HC Processing authorizes or funds before the effective date of the termination shall survive such termination. The acceptance of Charge Slips and Card Sales after such notice shall be at the sole discretion of HC Processing on a case by case basis. Termination of this Agreement by either Party does not relieve Merchant or HC Processing from obligations that either Party incurred by HC Processing's acceptance of Charge Slips before receipt of notice. Each Party's indemnification obligations as provided in the Agreement shall survive any termination of this Agreement, and shall remain in effect until the unpaid balance of all unpaid Charge Slips and related accounts receivable generated by Merchant have been paid in full by the respective Cardholders. If a modification to the Program or Agreement is reasonably determined by a Party to be required by any Applicable Law, such Party shall notify the other Party, and either Party may terminate this Agreement if an acceptable amendment is not agreed upon within ten (10) days of the notice. HC Processing also reserves the right to terminate this Agreement immediately in the event of substantive non-performance or conflict. Reasons for immediate termination include but are not limited to: (i) Excessive Chargebacks; (ii) Merchant's failure to pay HC Processing or the Authorized Financial Institution any undisputed amount Merchant owes under the Agreement; (iii) Merchant's failure to communicate with HC Processing in the

time and manner required by the Agreement; (iv) Merchant's misrepresentation to HC Processing of the goods and services provided and performed by Merchant; (v) fraud, bankruptcy, sale or significant changes to the Merchant's organizational structure; (vi) Merchant's failure to maintain sufficient funds in the Transaction Processing Account; (vii) Merchant's closure of the Transaction Processing Account; or (viii) Merchant's cancellation of the authority for HC Processing to initiate debit and credit entries to the Transaction Processing Account as provided in the Agreement. If HC Processing elects to terminate in the event of substantive non-performance or conflict, notice shall be effective provided it complies with the requirements set forth in the Agreement.

(c) **Termination of Card Acceptance and/or Agreement.** HC Processing, upon notice to Merchant, may elect to terminate the acceptance of Cards and/or Accounts at one or more Merchant locations, if HC Processing determines there are Excessive Chargebacks or high fraudulent activity levels at such locations, or other business conduct that may be injurious to the Program or the business relationship between the Parties. In addition, HC Processing may terminate this Agreement upon fifteen (15) days prior notice to Merchant if the termination of a particular Merchant location materially affect(s) the volume of Card Sales generated by Merchant.

(d) **Duties and Rights Upon Termination.** All rights and duties of a Party related to Card Sales and Charge Slips processed before termination shall survive termination. HC Processing may place funds for Card Sales and Charge Slips processed before termination in a Reserve Account, until Merchant pays all amounts it owes HC Processing or for which Merchant is liable under the Agreement. Merchant must maintain sufficient funds in the Transaction Processing Account after termination to cover all Chargebacks, returns, adjustments, fees, charges, and other amounts due under the Agreement for a reasonable time, but in any event, not less than one hundred eighty (180) days after termination. Upon termination of this Agreement, Merchant will promptly submit to HC Processing all Card Sales, Charge Slips, credits and other data made through the date of termination. Neither Party shall be liable to the other Party for any direct or indirect damages that either Party may suffer as a result of any rightful termination of this Agreement in accordance with the terms of this Agreement.

#### 18. Miscellaneous Provisions.

(a) **Limitation of Liability; Disclaimer of Warranties.** In no event shall either Party, or its agents, officers, directors, or employees be liable to the other Party, for indirect, exemplary, punitive, special, or consequential damages. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, HC PROCESSING AND THE AUTHORIZED FINANCIAL INSTITUTION MAKE NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE TRANSACTION PROCESSING SERVICES AND NOTHING CONTAINED IN THE AGREEMENT SHALL CONSTITUTE SUCH A WARRANTY. HC PROCESSING AND THE AUTHORIZED FINANCIAL INSTITUTION EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT ALLOWED BY APPLICABLE LAW.

(b) **Fraud Monitoring.** Merchant is solely responsible for monitoring its own Card Sales and Account transactions for purposes of detecting fraudulent or suspicious activity. HC Processing and the Authorized Financial Institution are under no duty to monitor Merchant's Card Sales and Account transactions for such fraudulent or suspicious activity.

(c) **Audit Rights.** If HC Processing or the Authorized Financial Institution reasonably suspect that they may be subject to a financial or reputational risk due to Merchant's actions or omissions, Merchant authorizes HC Processing and/or the Authorized Financial Institution to perform an audit or inspection of Merchant's operations and records to confirm compliance with the Agreement, upon reasonable advance notice to Merchant and at the expense of HC Processing or the Authorized Financial Institution. Merchant agrees to cooperate, in good faith, with any such audit conducted by HC Processing or the Authorized Financial Institution.

(d) **Taxes.** Merchant must pay all taxes and other charges imposed by any governmental authority on the Goods and Services provided by Merchant, excluding income taxes attributable to HC Processing and/or the Authorized Financial Institution. If Merchant is a tax-exempt entity, Merchant agrees to provide HC Processing and the Authorized Financial Institution with an appropriate certificate of tax exemption.

(e) **Relationship of Parties.** In performing their respective duties pursuant to the Agreement, HC Processing and Merchant are in the position of independent contractors. In no circumstances shall either Party be deemed to be the agent or employee of the other Party. This Agreement is not intended to create, does not



create, and shall not be construed to create, a relationship of partner or joint venturer or an association for profit between HC Processing and Merchant. Any amounts ever owing by Merchant pursuant to this Agreement represent contractual obligations only and are not a loan or debt.

(f) **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any terms of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation:

- (a) acts of God;
- (b) flood, fire or explosion;
- (c) war, invasion, riot or other civil unrest;
- (d) actions, embargoes or blockages in effect after the date of this Agreement; or
- (e) national or regional emergency;

(each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure and minimize the effects of such Force Majeure Event. During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance.

(g) **Limited License; Marks.** Merchant may not display or use any name, logo, service mark or trade mark of HC Processing or its Affiliates, including but not limited to "The HELPcard" and "HELP card," in any manner without the prior express written consent of HC Processing. Merchant may display and use, during the term of the Agreement, the form of Applications, Charge Slips, Credit Slips, Program marketing, documents that describe the cost and availability of Cards and Accounts, and other Account and Program documents that have been expressly approved for use by HC Processing and the Authorized Financial Institution, without violating the limitations in this Section. Merchant authorizes HC Processing and the Authorized Financial Institution, for purposes of this Agreement, to use and display Merchant's name, logo, trademarks, service marks, and any other proprietary designations ("Merchant Proprietary Materials") on Cards, Applications, periodic statements, collection letters or documents, promotional or advertising materials and otherwise in connection with the Program, subject to Merchant's periodic reasonable review of such use and reasonable specifications of Merchant. Merchant represents and warrants that it maintains all appropriate federal and/or state registrations of trademarks and service marks needed to protect its interest in the use and ownership of the Merchant Proprietary Materials. Merchant shall, indemnify, defend and hold HC Processing and the Authorized Financial Institution harmless from any loss, damage, expense or liability arising from any claims of alleged infringement of the Merchant Proprietary Materials (including attorneys' fees and costs).

(h) **Additional Products and Services.** Except as may be restricted by Applicable Law or a binding contract between HC Processing and a person or entity other than Merchant, Merchant understands and agrees that HC Processing, the Authorized Financial Institution, and/or any of their respective Affiliates may solicit Cardholders at any time for other financial products and services available through HC Processing, the Authorized Financial Institution, or their respective Affiliates (including but not limited to financial accounts, payment cards, insurance), during and after the term of this Agreement and regardless of whether Accounts are owned and/or serviced by HC Processing.

(i) **Notices.** All notices required or permitted by this Agreement must be in writing and sent to the respective Parties at the addresses set forth in the Agreement. Notices to Merchant and any identified Merchant Affiliate may be sent to the address shown in the Designation of Merchant, Merchant Affiliates, and Notice Addresses, attached as Schedule "A," as may be amended from time to time in accordance with its terms. Unless HC Processing notifies Merchant that it must use a different address, notices to HC Processing may be sent to: HC Processing Center, Attn: Legal Department 380 Data Dr., Ste 200 ~ Draper, UT 84020. Said notices, when sent to the referenced addresses, shall be deemed to be received: (i) three (3) Business Days after deposit in the U.S. first

class mail with postage prepaid; (ii) as of the date of any personal delivery; or (iii) as of any confirmed receipt by telex, facsimile, or overnight/express courier service or certified mail.

(j) **Amendments.** Any amendment or modification to the Agreement must be in writing and signed by a duly authorized officer of HC Processing and Merchant to be effective and binding on the Parties, except as otherwise provided in the Agreement, including any applicable Schedule to the Agreement. No oral amendments or modifications shall be binding upon the Parties. Any alteration or strike-through in the text of the preprinted Terms of Service or any preprinted part of the Agreement will have no binding effect and will not be deemed an amendment of the Agreement.

(k) **Electronic Signature.** The Parties expressly consent and agree that this Agreement may be electronically signed. The Parties agree that electronic signatures appearing on this Agreement shall be treated, for purposes of validity, enforceability and admissibility, the same as hand-written signatures.

(l) **Counterparts.** The Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same agreement.

(m) **Nonwaiver and Extensions.** Neither Party shall be deemed to have waived any rights or remedies under the Agreement by any act, delay, omission, or otherwise, unless any such waiver is in a writing signed by a duly authorized officer of the waiving Party. Each Party agrees that the other Party's failure to enforce any of its rights under this Agreement shall not amend the Agreement or affect any other right of such Party, or the same right in any other instance.

(n) **Third-Party Beneficiaries.** The Authorized Financial Institution is a third party beneficiary of the rights held by HC Processing pursuant to the Agreement. This Agreement shall not create any rights on the part of any person or entity other than the Parties and the Authorized Financial Institution, whether as a third party beneficiary or otherwise.

(o) **Rules of Construction.** All terms using the singular form in the Agreement shall also include their plural form and *vice versa*. The terms of a Schedule shall be superior to and control over any conflicting or inconsistent terms that may be contained in the Terms of Service. The Section headings in the Agreement are for reference only. The Section headings are not a substantive part of the Agreement, and are not to be used to affect the validity, construction or interpretation of this Agreement or any of its provisions. The language used in the Agreement shall be deemed to be language chosen by both Parties to express their mutual intent and no rule of strict construction may be applied against any Party.

(p) **Integration; Entire Agreement.** This Agreement contains the entire agreement between the Parties. There are merged in the Agreement all prior oral or written agreements, amendments, representations, promises and conditions in connection with the subject matter of the Agreement. Any representations, warranties, promises or conditions not expressly incorporated in the Agreement shall not be binding on HC Processing or Merchant.

(q) **Governing Law; Severability.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. If any provision of this Agreement is determined by a court or arbitrator of competent jurisdiction to be invalid, unenforceable, or contrary to Applicable Law, then any such determination shall not affect any of the remaining provisions of the Agreement and the Agreement shall be construed as if the offending provision is not contained in the Agreement.

(r) **Bankruptcy.** Merchant must notify HC Processing of any bankruptcy, receivership, insolvency or similar action or proceeding initiated by or against Merchant or any of its guarantors. Merchant must include HC Processing and the Authorized Financial Institution on the list and matrix of creditors as filed with the Bankruptcy Court, regardless of whether Merchant has verified the existence and/or final amount of any such claim at the time of filing. Merchant's failure to do so will be cause for immediate termination of the Agreement and any other action available to HC Processing under the Agreement or Applicable Law.

(s) **Survival.** The following Sections of the Terms of Service and the following Schedules shall survive termination of the Agreement: Terms of Service Sections 3; 5; 6; 7; 8; 9; 10; 11; 12; 14; 15(d); and 18; Schedules

"A," "C," "D," "E," and "F"; and, if checked and made applicable by page 1 of the Agreement, Schedules "G" and "H."

(t) **Responsibility For Employees and Agents.** Merchant agrees that it is fully responsible and liable to HC Processing under the Agreement for any action, omission, violation, or failure to comply by any person or entity that is an employee or agent of Merchant or its Affiliates.

(u) **JURISDICTION AND VENUE.** ANY SUIT, COUNTERCLAIM, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT BY EITHER PARTY IN THE COURTS OF THE STATE OF ARKANSAS OR IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF ARKANSAS (FAYETTEVILLE). MERCHANT HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND ANY APPELLATE COURTS THEREOF FOR THE PURPOSE OF ANY SUCH SUIT, COUNTERCLAIM, ACTION, PROCEEDING OR JUDGMENT, IT BEING UNDERSTOOD THAT SUCH CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS WAIVES ANY RIGHT TO SUBMIT ANY DISPUTES HEREUNDER TO ANY COURTS OTHER THAN THOSE ABOVE.

19. **Arbitration.**

(a) **Mandatory Arbitration.** Any Dispute of any kind shall, at the election of either Party, be resolved by a neutral, binding arbitration and not by a court of law, except as otherwise stated in the Agreement. This procedure includes any Dispute of any kind over the interpretation, scope, or validity of the Agreement, this arbitration provision, or the arbitrability of any issue, with the sole exception of the Parties' waiver of any right to bring a class action or participate in a class action as provided for in this Section, which shall be solely determined by the appropriate court, if necessary.

(b) **Rules: Fee and Costs.** Except as otherwise provided in this Section, any arbitration must be administered by the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The AAA Rules may be obtained by mail from 1633 Broadway, 10<sup>th</sup> Floor, New York, NY 10019; by telephone at #800-778-7879; or on the Internet at [www.adr.org](http://www.adr.org). If the AAA is unable or unwilling to serve as an arbitration administrator and the Parties cannot agree on a substitute, then a substitute administrator and/or arbitrator will be appointed in accordance with the Federal Arbitration Act (9 U.S.C. § 1 *et seq.*). The arbitration will be conducted under the applicable AAA Rules or the applicable rules of any substitute administrator in effect on the date the arbitration begins, unless those rules are inconsistent with the arbitration provisions of this Agreement, in which case the arbitration provisions in this Section shall govern. In any arbitration, the arbitrator must apply all applicable laws and the arbitration provisions in this Section in deciding any Dispute. Unless the applicable arbitration rules require otherwise, the arbitration award shall be issued without a written opinion. The arbitration hearing shall be conducted in the federal judicial district where HC Processing accepted and executed this Agreement (the U.S. District Court for the Western District of Arkansas, Fayetteville, AR). Fees and costs shall be paid and allocated in accordance with the procedures and rules of the applicable arbitration administrator.

(c) **Standards and Law.** The Parties agree that the Agreement involves interstate commerce and that the arbitration provisions of the Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, as may be amended ("FAA"). The arbitrator shall strictly apply all applicable substantive law and applicable statutes of limitation that are consistent with the FAA and shall honor claims of privilege recognized at law. Judgment on any arbitrator's award may be entered by any court having competent jurisdiction.

(d) **Waiver of Jury Trials, Class Actions, and Punitive Damages.** The Parties agree to give up their respective rights to a trial by jury. The Parties also agree to give up any right they may have to bring a class action lawsuit or class arbitration or to participate in either as a claimant. The Parties agree to give up any right to consolidate or join any arbitration proceeding with the arbitration of others. The Parties give up the right to serve as a private attorney general in any jurisdiction in which such procedure may be permitted. The Parties waive any right to seek or recover punitive damages in any Dispute. No arbitrator shall have the power or authority to award punitive damages.

(e) **Self-Help.** Notwithstanding the arbitration provisions in this Section, the Parties retain the right to exercise self-help remedies and to seek provisional remedies from a court, pending final determination of the Dispute by the arbitrator. No Party waives the right to elect arbitration of a Dispute by exercising self-help remedies, filing suit, or seeking or obtaining provisional remedies from a court.

(f) **Survival of Arbitration Agreement.** The arbitration provisions in this Section shall survive and continue in full force and effect, regardless of any cancellation, termination, amendment, payment in full, discharge in bankruptcy, or other expiration or conclusion of the Agreement or any other contract or transaction between the Parties, unless otherwise agreed in writing. In addition, Merchant understands and agrees that the rights and responsibilities afforded to HC Processing under the arbitration provisions in this Section shall survive any assignment of the Agreement by HC Processing and that HC Processing can enforce these arbitration provisions in the event a Dispute arises after any assignment of the Agreement.

FOR ALL DISPUTES COVERED BY THE ARBITRATION PROVISIONS IN THIS SECTION OF THE AGREEMENT, THE PARTIES HAVE AGREED TO WAIVE THEIR RIGHT TO A TRIAL BY JURY, THEIR RIGHT TO PARTICIPATE IN CLASS ACTIONS, AND THEIR RIGHT TO SEEK PUNITIVE DAMAGES. EXCEPT FOR DISPUTES AND CLAIMS NOT SUBJECT TO THIS ARBITRATION AGREEMENT, ARBITRATION SHALL BE IN PLACE OF ANY CIVIL LITIGATION IN ANY COURT AND IN PLACE OF ANY TRIAL BY JURY. THE TERMS OF THIS ARBITRATION AGREEMENT AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT UNDERSTAND ANY TERMS OF THIS PROVISION OR THE COST, ADVANTAGES OR DISADVANTAGES OF ARBITRATION, SEEK INDEPENDENT ADVICE AND/OR CONTACT THE AMERICAN ARBITRATION ASSOCIATION AT (800) 778-7879 BEFORE SIGNING THIS AGREEMENT. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU READ, UNDERSTOOD AND AGREED TO BE BOUND BY EACH OF THE PROVISIONS, COVENANTS, STIPULATIONS AND AGREEMENTS SET FORTH IN THIS SECTION.

Exhibit "A" to Terms of Service  
Glossary of Terms

"Account" means any open-end line of credit account initially established by the Authorized Financial Institution and serviced by HC Processing, that Cardholders may use from time to time to purchase goods or services from the Merchant or otherwise pay amounts due to Merchant, and that is accessible by a Card or other access methods approved by HC Processing and the Authorized Financial Institution.

"Account Agreement" means the agreement between a Cardholder and the Authorized Financial Institution, as may be amended from time to time, that establishes the rates, fees, terms and conditions of the Cardholder's Account and makes disclosures about the cost and availability of Account credit.

"Affiliate" means any entity that Controls, is Controlled by, or is under common Control with HC Processing, the Authorized Financial Institution, or Merchant, as applicable. Schedule "B" to the Agreement identifies any "Affiliates" of Merchant covered by and subject to the Agreement.

"Applicable Law" means any federal, state, or local law, rule, regulation, or regulatory guidance, and any binding determination of an arbitrator, court, or other governmental authority, each as amended or otherwise in effect from time to time, that applies to or is binding on a Party, its property, or the transaction of its business, or to which a Party, its property, or its business is subject.

"Applicant" means a Customer of Merchant whose principal residence and billing address is in the District of Columbia or a state in the United States (excluding its overseas territories and possessions), and who applies for a Card and Account, after submitting a Telephone Application, an Electronic Commerce Application, or a Written Application.

"Application" means any Telephone Application, Electronic Commerce Application, or Written Application for a Card and an Account submitted by a Customer of Merchant whose principal residence and billing address is in the District of Columbia or a state in the United States (excluding its overseas territories and possessions).

"Authorization" means the permission that HC Processing and the Authorized Financial Institution expressly grant for Merchant to make a Card Sale and submit a related Charge Slip.

"Authorization Center" means the facility and personnel designated by HC Processing and the Authorized Financial Institution at which Merchant may obtain Authorization for Card Sales.

"Authorized Financial Institution" means the financial institution that issues the Card and provides the Account that Cardholders use to finance their purchase of Goods and Services from Merchant. As of the Effective Date, the Authorized Financial Institution is First Electronic Bank, a Utah industrial bank, or any different financial institution designated in the initial Merchant Application for purposes of the Program. The identity of the Authorized Financial Institution is subject to change after the date of the Merchant Application, without advance notice to Merchant.

"Business Day" means all calendar days, except Saturday, Sunday, and any legal public holiday on which banking institutions are closed for business in the State of Arkansas (including, without limitation, New Year's Day, the Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day).

"Card" means any card, plate, or other single credit device displaying the names and logos of HC Processing (including but not limited to "The HELP Card" and "HELPCard"), and its associated Account number, which Cardholders may use from time to time to obtain Account credit for purchasing Goods and Services from Merchant or otherwise paying an amount due to Merchant.

"Card Not Present" means the processing environment where HC Processing will allow Merchant to make certain Card Sales to a Cardholder who is not physically present at the Merchant's business facilities and who cannot physically present his or her Card to the Merchant as the form of payment at the time of the Card Sale. The "Card Not Present" transactions authorized to Merchant under the Agreement are limited to those that qualify as a Mail Order Card Sale, Telephone Order Card Sale, or Electronic Commerce Card Sale.



**"Card Present"** means the processing environment where HC Processing will allow the Merchant to make Card Sales only if the Cardholder is physically present at the Merchant's business facilities and can physically present his or her Card to the Merchant as the form of payment at the time of the Card Sale. All Card Sales and any related Charge Slips that Merchant submits must be processed as "Card Present" transactions for which a Cardholder signature is required, except those that qualify as a Mail Order Card Sale, Telephone Order Card Sale, or Electronic Commerce Card Sale.

**"Card Sale"** means any purchase of Goods and Services that a Cardholder is allowed to make from Merchant using a Card and Account pursuant to the Agreement.

**"Cardholder"** means an individual in whose name a Card has been issued, or any individual who possesses or uses a Card and who purports to be the person in whose name the Card was issued, or who purports to be an authorized user of the Card.

**"Charge Slip"** means the written, oral, or electronic evidence of a Card Sale made by Merchant, when Merchant prepares and provides such evidence to HC Processing in the time, manner, form and format approved by HC Processing and the Authorized Financial Institution.

**"Chargeback"** means the reimbursement due from Merchant, or made by Merchant, for an amount it previously received from HC Processing and/or the Authorized Financial Institution in connection with a Charge Slip and/or Card Sale. The reasons for which a Chargeback is or may be due are set forth in the Merchant Operating Guide.

**"Confidential Information"** has the meaning set forth in the Information Privacy and Security Schedule attached as Schedule "F" to the Agreement.

**"Consumer"** has the meaning set forth in the Information Privacy and Security Schedule attached as Schedule "F" to the Agreement.

**"Control"** and **"Controlled"** means having the ability, directly or indirectly, to direct the management and policies of the entity in question.

**"Customer"** means a current or prospective customer, client, or patient of Merchant who may also apply for and use a Card and Account as a Cardholder to pay for purchases from Merchant, subject to the terms and conditions established by the Application and Account agreement.

**"Discloser"** has the meaning set forth in the Information Privacy and Security Schedule attached as Schedule "F" to the Agreement.

**"Dispute"** means any action, dispute, claim, or controversy of any kind arising out of, in connection with or in any way related to: the Agreement; the provision of services and the processing, transfer, acquisition of Charge Slips and Chargebacks before, on, or after the Effective Date of the Agreement; or any other aspect whatsoever of the past, present, or future relationship or conduct of the Merchant, HC Processing, their respective Affiliates, and/or the Authorized Financial Institution. The term "Dispute" includes but is not limited to: claims under federal or state laws; claims in tort or contract; claims under statutes or common law; claims at law or in equity; any other past, present or future claims, counterclaims, cross-claims, third party claims, Interpleaders or otherwise; and any claim relating to the interpretation, applicability, enforceability or formation of the arbitration provisions of the Agreement, other than its class action waiver, is void, voidable or unconscionable.

**"Electronic Commerce Application"** means an Application for a Card or an Account submitted by a Customer, or on behalf of a Customer by Merchant, through an Internet web site that HC Processing maintains and operates in connection with the Program.

**"Electronic Commerce Card Sale"** means a Card Sale that occurs when the Merchant allows a Cardholder to use an Internet web site for purchasing Goods and Services from the Merchant.

**"Excessive Chargebacks"** shall occur if: (i) the aggregate number of Charge Slips subject to Chargeback exceeds three percent (3.0%) of the total number of all Charge Slips submitted by Merchant, with respect to an individual Merchant location or all Merchant locations, in any calendar quarter; or (ii) the aggregate dollar amount of all

Charge Slips subject to Chargeback in any monthly billing cycle exceeds five percent (5.0%) of the total unpaid balances of all Accounts at the end of such monthly billing cycle.

"Goods and Services" means the products or services that Merchant provides to its Customers, as described in the Merchant Application or any other part of the Agreement, certain warranties expressly authorized by HC Processing, and related services sold by Merchant in the ordinary course of its business to Customers for their personal, family, or household purposes.

"Mail Order Card Sale" means a Card Sale that occurs when a Cardholder uses the mail to make a purchase of Goods and Services from Merchant.

"Merchant" means the entity identified on the first page of the Agreement and its Affiliates listed on Schedule "A" attached to the Agreement, jointly and severally. To add or remove entities listed on the term of the Agreement, entities may be added to or removed from Schedule "A" during the term of the Agreement.

"Merchant Application" means and includes the document attached as Schedule "B" to the Agreement and any additional documents containing information about Merchant's business that is submitted to HC Processing in connection with Merchant's application for services and transactions set forth in the Agreement.

"Merchant Operating Guide" means the operating manual of HC Processing that sets forth the rules and procedures that govern Applications, Charge Slips, Chargebacks, and other processing requirements and services related to the Program. The Merchant Operating Guide is attached to and incorporated by reference into the Agreement as Schedule "G".

"Nonpublic Personal Information" has the meaning set forth in the Information Privacy and Security Schedule attached as Schedule "F" to the Agreement.

"Program" means the products, services, information and support that HC Processing and the Authorized Financial Institution provide that allows certain Customers to finance their purchase of Goods and Services from Merchant, if such Customers request and qualify for an Account based on the criteria established and implemented from time to time by the Authorized Financial Institution and HC Processing.

"Promotional Offerings" means the marketing, services, terms, and enhancements associated with the Program and Accounts that are mutually acceptable to the Parties and the Authorized Financial Institution from time to time, for purposes of promoting the use and availability of Accounts and any related services, features, and enhancements to Customers, Applicants, and Cardholders.

"Proprietary Information" has the meaning set forth in the Information Privacy and Security Schedule attached as Schedule "F" to the Agreement.

"Recipient" has the meaning set forth in the Information Privacy and Security Schedule attached as Schedule "F" to the Agreement.

"Reserve Account" has the meaning assigned by Schedule "G" to the Agreement (Reserve Account Schedule).

"Reserve Amount" has the meaning assigned by Schedule "G" to the Agreement (Reserve Account Schedule).

"Reserve Event" has the meaning assigned by Schedule "G" to the Agreement (Reserve Account Schedule).

"Retrieval Request" means a request initiated by a Cardholder or the Authorized Financial Institution that requires Merchant to produce a legible copy of the Cardholder's signed Application and/or Charge Slip within a specified period of time.

"Telephone Application" means an Application for a Card or an Account that a Customer submits by telephone to Merchant, HC Processing, or the Authorized Financial Institution, as applicable.

"Telephone Order Card Sale" means a Card Sale that occurs when a Cardholder uses a telephone to make a purchase of Goods and Services from Merchant.

"Transaction Processing Account" means the commercial purpose demand deposit account at a depository institution designated by Merchant, and reasonably acceptable to HC Processing and the Authorized Financial

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[www.helpcard.com](http://www.helpcard.com)  
HC Processing Center ~ 380 Data Dr., Ste 200 ~ Draper, UT 84020



institution, for purposes of either Party making a payment due to the other Party in connection with Charge Slips, Credit Slips, Chargebacks, or other amounts a Party owes the other Party as provided in the Agreement.

"Written Application" means an Application for a Card or an Account that a Customer submits in writing to Merchant, HC Processing, or the Authorized Financial Institution, as applicable.

**Schedule "A"**

**Designation of Merchant, Merchant Affiliates, and Notice Addresses**

Any change to this Designation of Merchant, Merchant Affiliates, and Notice Addresses after the Effective Date of the Agreement must be in writing and signed by a duly authorized officer of HC Processing and Merchant to be effective and binding on the Parties.

Check and complete one of the following:

COMPLETE IF ONE LOCATION, OR MULTIPLE LOCATIONS ARE FILING TAXES TOGETHER.

As of the Schedule "A" Effective Date shown below, the entity operating as "Merchant" under the Agreement is

\_\_\_\_\_ and this entity operates all Merchant business locations using

the following Federal Tax Identification Number (EIN): \_\_\_\_\_ The address that used to provide

any notice to Merchant required or allowed by the Agreement, other than Retrieval Requests, is: \_\_\_\_\_

The address that used to submit Retrieval Requests to Merchant is: \_\_\_\_\_

Merchant may make Card Sales and submit Charge Slips for funding from only the following business location(s):

Merchant Location Name	Street Address, City, State, Zip	Telephone Number

COMPLETE IF MULTIPLE LOCATIONS, ALL FILING INDIVIDUAL TAX RETURNS.

As of the Schedule "A" Effective Date shown below, the entity principally operating as "Merchant" under the Agreement is

\_\_\_\_\_ and other entities that are "Affiliates" of Merchant are identified

below. The address used to provide notice to Merchant or any Merchant Affiliate required or allowed by the Agreement,

other than Retrieval Requests, is: \_\_\_\_\_ The address that may be used

to submit Retrieval Requests to Merchant or a Merchant Affiliate is:

\_\_\_\_\_ The Federal Tax Identification Numbers (EINs) of Merchant

and Merchant Affiliates, and the business locations from which Merchant and Merchant Affiliates may make Card Sales and

submit Charge Slips for funding are limited to the following:

Name of Merchant or Merchant Affiliate	Federal Tax Identification Number (EIN)	Street Address, City, State, Zip	Telephone Number

Merchant represents and warrants that the person signing below is duly authorized by Merchant, and by any Merchant Affiliates listed above, to sign on its behalf and their behalf, for purposes of binding Merchant and any listed Merchant Affiliate to the Agreement and this Designation of Merchant, Merchant Affiliates and Notice Addresses. If any Merchant Affiliates are listed above, Merchant represents, warrants and covenants that: (a) Merchant has the necessary legal authority to bind itself and any listed Merchant Affiliate to the terms of the Agreement; (b) the submission of Applications and Charge Slips to HC Processing and the Authorized Financial Institution by a Merchant Affiliate constitutes its agreement to be bound by the terms and conditions of the Agreement; and (c) Merchant shall be solely responsible for ensuring compliance by any such Merchant Affiliate with the Agreement, and fully liable for any failure of a Merchant Affiliate to comply with the Agreement.

_____ on behalf of itself and each Affiliate identified above (collectively, the "Merchant")	Ornt-A-Med Inc. d/b/a The HELPcard and HC Processing Center ("HC Processing")
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By: \_\_\_\_\_  
 Name: Richard M. Johnson  
 Title: President

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: President  
 Date: July 17, 2015  
 ("Schedule "A" Effective Date")

Schedule "B"  
 HELPCard Merchant Application

<b>1. Tell Us About Company Applying To Become Merchant</b>			
Merchant's Legal Entity/Corporate Name (as reported to IRS) Bicy Center Ventures, LLC		Merchant's Trade Name (Doing Business As) Light Rx	
Merchant's Federal Tax ID # (EIN) 48-5157806		# Years in Business 5	# of Locations 1
Type of Goods Sold and/or Services Provided Lower Cost and better quality		Referred By:	
Merchant's Primary Business Location and Billing Address - Street Address, City, State & ZIP Code 34405 W 12 Mile Rd, Ste 123, Farmington Hills, MI 48331		Merchant's Primary Business Location (check all that apply) <input type="checkbox"/> Use To Send Notices To Merchant <input type="checkbox"/> Use To Request Records From Merchant	
Merchant's Additional Business Location(s) - Street Address, City, State, & ZIP Code (supplement with other pages, if necessary)			
Merchant's Primary Business Telephone # 248-579-6772		Merchant's Business Fax # 248-578-6772	
Merchant's Web Site URL/Address www.light-rx.com		Merchant's Web Site URL/Address www.light-rx.com	
Name and Title of Primary Officer/Manager to Contact at Merchant's Primary Business Location Tony Zaranga		Email Address of Merchant's Primary Contact Person tony@light-rx.com	
Type of Legal Entity & State in Which Merchant is Organized, Incorporated, or Formed (For Sole Proprietors, the State in Which the Merchant's Certificate of Assumed Name is Filed) <input type="checkbox"/> Corporation <input type="checkbox"/> 501(c)(3) Tax Exempt Org. <input type="checkbox"/> Professional Corporation <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Other (explain): _____ State: MI			
<b>2. Additional Risk Management &amp; Site Survey Evaluation</b>			
Any prior bankruptcies? X No <input type="checkbox"/> Yes (provide case number(s) and explain):			
Gross Annual Revenue for Most Recent Fiscal Year \$		Estimated Average Ticket Size for Credit Card Transactions \$	
Estimated/Projected Volume Total Annual of Sales \$		Estimated/Projected Volume Total Annual of Sales \$	
Approximate Square Footage: <input type="checkbox"/> 0-500 <input checked="" type="checkbox"/> 501-2,000 <input type="checkbox"/> >2,001		Location <input type="checkbox"/> Mall <input checked="" type="checkbox"/> Office <input type="checkbox"/> Shopping Area <input type="checkbox"/> Other:	
Does Merchant Have a Disclosed Return/Refund Policy? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes if yes, policy disclosed to customers is: <input type="checkbox"/> Exchange <input type="checkbox"/> Store Credit <input type="checkbox"/> Full Refund/Credit <input type="checkbox"/> Other:			
Marketing Methods (Provide at least one sample): <input type="checkbox"/> Catalog <input type="checkbox"/> Brochure <input checked="" type="checkbox"/> Direct Mail <input type="checkbox"/> TV/Radio <input type="checkbox"/> Internet <input type="checkbox"/> Phone <input type="checkbox"/> Newspaper/Journals <input type="checkbox"/> Other:			
Percentage of transactions authorized at (must equal 100%): In-Person at Business Location 100% • Mail Orders _____% • Telephone Orders _____% • Internet Orders _____% • 100%			
Does any cardholder billing involve automatic, recurring, or installment transactions, or goods/services that are not individually authorized by cardholder on transaction-by-transaction basis? X No <input type="checkbox"/> Yes (explain):			
Mail / Telephone / Internet Orders (All Questions Must be Answered) 1. What is time frame from transaction request to delivery or completion? (% of orders provided by): 0-7 days _____% • 8-14 days _____% • 15-30 days _____% • over 30 days _____% • 100%			
2. Who performs the product/service fulfillment for order? <input checked="" type="checkbox"/> Direct <input type="checkbox"/> Vendor, if vendor used: (a) add vendor's name, address & phone: _____ and (b) describe transaction processing, from taking orders to fulfillment:			
<b>3. Professional Licensing Information</b> Provide information requested about any professional license issued to Merchant and/or its owners, members, officers, employees, agents, and representatives if relevant to the business conducted by Merchant. Add an additional sheet if necessary.			
Name of Licensee Jeff Scott Pierce	State Issued MI	Licensee Number L2557668	Specialty/License Type Physician
Name of Licensee	State Issued	Licensee Number	Specialty/License Type
<b>4. Banking Information</b>			
Name of Depository Institution Holding Your Primary Deposit Account(s): Chase Bank			
Name of Your Primary Contact/Reference at Depository Institution: Robert Szabo		Telephone # of Primary Contact/Reference at Depository Institution: 248-349-7300	

Name of Your Primary Contact/Reference at Depository Institution:		Telephone # of Primary Contact/Reference at Depository Institution:
Depository Institution's 8-digit ABA Routing #:	Checking Account # Merchant May Use for ACH:	Documents Containing ABA/Account # (check one): <input type="checkbox"/> Voided Check <input type="checkbox"/> Bank Letter

**5. SIGNATURE(S) & AGREEMENT**


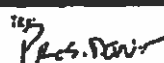
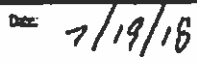
The terms "you," "your" and "Merchant" mean the business identified in Section 1 as the Merchant. The terms "we," "us," "our" and "HC Processing Center" mean Dent-A-Med, Inc. d/b/a HC Processing Center. The term "Authorized Financial Institution" means the financial institution that provides The HELPcard credit card account and issues the credit card used for account access. As of the date of this application, you understand and agree that First Electronic Bank, a Utah industrial bank, is the "Authorized Financial Institution," and that the identity of the Authorized Financial Institution may change in the future without advance notice to you, as provided in any applicable HC Processing Center Merchant Agreement that may be established if we approve this HC Processing Center Merchant Application.

You agree that the combined amount of the mail, telephone, and internet orders you accept shall not exceed fifty percent (50%) of all of the credit card transactions you submit to us pursuant to the HC Processing Center Merchant Agreement, unless you specified a higher percentage for such mail, telephone, and internet orders in Section 2 and we approve your HC Processing Center Merchant Application based on the percentages you specified in Section 2.

You consent to receiving commercial electronic mail messages from us from time to time. You authorize us, the Authorized Financial Institution, and our respective service providers to investigate and verify the references, statements, and other information contained in your HC Processing Center Merchant Application. For purposes of making our decision about your HC Processing Center Merchant Application and in connection with any HC Processing Center Merchant Agreement that may be established between you and us in the future, you authorize us, the Authorized Financial Institution, and our respective service providers to: (1) obtain and use information about you from any credit reporting agency that has a bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living; and (2) obtain and use additional information about you from your references, financial institutions, creditors, governmental agencies, licensing and accreditation entities, customers, employees, and other lawful sources that has a bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living. You authorize us, the Authorized Financial Institution and our respective service providers to share information with each other from this Application and all information obtained from any source in connection with the sole purpose of processing and evaluating this HC Processing Center Merchant Application and/or in connection with any HC Processing Center Merchant Agreement that may be established between you and us in the future, except as expressly prohibited by law.

Merchant acknowledges and agrees that Merchant must not use any merchant account and/or the related services for any illegal transaction, including without limitation those that are prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. § 5361 et seq, as amended from time to time. Merchant certifies that the federal taxpayer identification number and corresponding filing name for Merchant provided in this HC Processing Center Merchant Application are correct. Merchant agrees to all terms of this HC Processing Center Merchant Application.

The person who signs for you below certifies and represents to us that all information and documents provided in or with this HC Processing Center Merchant Application is true, accurate, and complete to the best of his or her knowledge. The person who signs for you below also represents that he and/or she has read and understands this HC Processing Center Merchant Application and is authorized to sign and submit this HC Processing Center Merchant Application on behalf of the Merchant. The person who signs for you below authorizes and directs us and our service providers to inform the undersigned person directly or through the Merchant of reports about the undersigned person that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report.

Merchant Signature		
Signature: 	Title: 	Date: 
Print Signer's Name		



Schedule "C"  
Schedule of Fees and Charges

1. **Promotional Offerings.** The Parties understand and agree that any amounts, terms and conditions specified for Promotional Offerings in Schedule "E," shall control over any different amounts, terms and conditions set forth in this Schedule of Fees and Charges, but only with respect to Account transactions that qualify for such Promotional Offerings. Sections 3, 5, and 6 of this Schedule of Fees and Charges shall also apply to any Charge Slips for Promotional Offerings that Merchant may submit in connection with the Agreement.
2. **Schedule Amendments.** This Schedule of Fees and Charges may only be amended, modified or supplemented by an agreement in writing signed by each Party.
3. **Charge Slip Acceptance and Payment.** HC Processing agrees to pay Merchant the amounts due for the Charge Slips it presents for acceptance during the term of the Agreement, subject to all terms, conditions, representations, and warranties made by Merchant in the Agreement, the compliance by Merchant with all duties assigned to it by the Agreement, and the satisfaction by Merchant of all conditions related to the authorization, acceptance and processing of Charge Slips established by the Agreement, including those described in the Merchant Operating Guide.
4. **Discount Applied To Charge Slips Acquired From Merchant.** For any qualifying Charge Slip that Merchant presents for acceptance and funding in the manner contemplated by the Merchant Operating Guide, Merchant authorizes HC Processing to: (a) multiply the total amount due to Merchant shown on any such Charge Slip by the totals below for Card Sales made with an Account that HC Processing classifies as a Tier 1 through Tier 4 Account as of the date of acceptance and funding by HC Processing; (b) add together the amount of all discounts as of the date of acceptance and funding by HC Processing; and (c) deduct and retain the resulting sum from any Charge Slip and Card Sale amounts or other amounts that may otherwise be due to Merchant in connection with this Agreement.

Discounts shown in table below:

Tier 1 FICO greater than 720	4.75%
Tier 2 FICO 641 - 720	4.75%
Tier 3 FICO 601 - 640	20%
Tier 4 FICO 561 - 600	25%

5. **Return Fee Related To Credits Due From Merchant.** HC Processing may assess a return fee associated with any credit amounts that become due from Merchant for Chargebacks or other reasons authorized by the Agreement. The amount of any such return fee shall be based on the amount of time that elapses between: (i) the transaction date on which the Card Sale first posted to the Account; and (ii) the date on which HC Processing is compensated by Merchant for any related Account credit due from Merchant, through the Chargeback process or otherwise.
  - a. **0 to 45 days:** No return fee will be assessed to Merchant if HC Processing receives the full credit amount due from Merchant within 45 days after the date on which the related Card Sale first posted to the Account. For payment of any such credit amount, Merchant authorizes HC Processing, in its discretion and at its earliest opportunity, to deduct the credit amount due from

Merchant from any other amounts that may otherwise be due to Merchant in connection with the Agreement or to debit Merchant's Transaction Processing Account for any such amount.

- b. **46 to 75 days:** For any credit amount due from Merchant that HC Processing receives between 46 days and 75 days after the related Card Sale first posted to the Account, HC Processing will multiply the credit amount due by six percent (6%) to calculate the return fee due from Merchant. For payment of the credit amount due and this return fee, Merchant authorizes HC Processing, in its discretion and at its earliest opportunity, to deduct all such amounts due from Merchant from other amounts that may otherwise be due to Merchant in connection with the Agreement or to debit Merchant's Transaction Processing Account for any such amount.
  - c. **76 days or more:** For any credit amount due from Merchant that HC Processing receives 76 days or more after the related Card Sale first posted to the Account, HC Processing will multiply the requested credit amount by six percent (6%) to calculate the return fee due from Merchant and add the resulting amount to all accrued interest, fees and charges due from the Cardholder for the related Card Sale. For payment of any such credit amount, this return fee, and all related Cardholder interest, fees, and charges, Merchant authorizes HC Processing, in its discretion and at its earliest opportunity, to deduct all such amounts due from Merchant from other amounts that may otherwise be due to Merchant in connection with the Agreement or to debit Merchant's Transaction Processing Account for any such amount.
6. **Liability for Amounts Not Timely Paid by Merchant.** If Merchant has not made payment in full of any amounts due for credits, return fees, and Cardholder interest, fees, and charges in the time and manner described above, Merchant must pay such amounts to HC Processing within ten (10) days after Merchant receives a written notice from HC Processing requiring payment of these amounts. If Merchant does not pay HC Processing the full amount due within ten (10) days after Merchant receives this notice from HC Processing, Merchant agrees that it is also liable to HC Processing and the Authorized Financial Institution for an amount equal to the lesser of: (i) seventeen percent (17%) per year on the amount specified in HC Processing's written notice from the date such amount became due until it is paid in full; or (ii) the maximum daily rate of interest that may be permitted by Applicable Law on the amount specified in HC Processing's written notice from the date such amount became due until it is paid in full.



Schedule "D"  
Deposit Account ACH Authorization

The person signing below ("I," "me," and "my") authorizes Dent-A-Med, Inc d/b/a The HELPcard and HC Processing Center (HC Processing) to initiate credit entries by automated clearing house (ACH) to the deposit account that \_\_\_\_\_ ("Merchant") maintains in its name with the depository institution named below (the "Bank"), for purposes of making payments that HC Processing determines are due to Merchant in connection with the HELPcard Merchant Agreement ("Agreement") between HC Processing and Merchant. I also authorize HC Processing to initiate debit entries to this same deposit account for obtaining payment of amounts that HC Processing determines are due from Merchant in connection with the Agreement, whether as a result of amounts deposited in error, amounts resulting from credits issued on charges submitted from a Merchant location, or other reasons authorized by the Agreement. I authorize the Bank named below to honor and process these credits and debits to the designated deposit account. I certify that Merchant owns and maintains the designated deposit account with the Bank. I also certify that I am duly authorized to act for and on behalf of the Merchant in signing this authorization. I acknowledge and agree that the origination of ACH transactions to this deposit account with the Bank must comply with applicable law and NACHA Operating Rules.

Name of Financial Institution \_\_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_       Checking    Savings  
Name on Account \_\_\_\_\_  
Transit/ABA No. \_\_\_\_\_  
Depository Account No. \_\_\_\_\_

(Please submit it avoided check or a bank letter on this account)

Accepted and agreed,

  
\_\_\_\_\_  
Authorized Signature

Richard Morgan  
Print Name of Authorized Signer

7/23/18  
Date

**Schedule "E"  
 Promotional Offerings**

1. **Schedule Amendments.** Merchant understands and agrees that HC Processing and the Authorized Financial Institution may change the terms of the Promotional Offerings from time to time at their sole discretion, after HC Processing gives reasonable advance notice of any such change to Merchant. Merchant understands and agrees that notice of a change to the Promotional Offerings shall be considered reasonable if HC Processing sends it in the manner and to the location Merchant specified in its most recent Designation of Merchant, Merchant Affiliates, and Notice Addresses (Schedule "A" to the Agreement), at least ten (10) Business Days before the effective date of any such change. Merchant shall be deemed to have agreed to any such changes if, on or after the effective date of the Promotional Offerings, it presents Charge Slips and Card Sales to HC Processing that describe and apply the terms of such Promotional Offerings. Sections 3, 5, and 6 of this Schedule of Fees and Charges (Schedule "C") shall also apply to any Charge Slips for Promotional Offerings that Merchant may submit in connection with the Agreement.

2. **Promotional Prices.** Merchant understands and agrees to uniformly present the promotional offerings below to every consumer which qualifies unless Merchant specifically elects not to offer promotional prices.

Merchant elects to participate in the Promotional Offerings below. Merchant understand that discounts will be applied as referenced in Schedule C, Section 4:

**12 Month Deferred Interest or No Interest: Promotional Terms Add-On Fees**

Tier 1 FICO greater than 720	2.25%
Tier 2 FICO 641 - 720	4.25%
Tier 3 FICO 601 - 640	4.25%
Tier 4 FICO 561 - 600	4.25%

**6 Month Deferred Interest: Promotional Terms Add-On Fees**

Tier 1 FICO greater than 720	0%
Tier 2 FICO 641 - 720	0%
Tier 3 FICO 601 - 640	0%
Tier 4 FICO 561 - 600	0%

**Schedule "F"**  
**Information Privacy and Security Schedule**

1. **Definitions.** Capitalized terms used in, but not defined by, this Schedule to the Agreement between Merchant and HC Processing shall have the meanings assigned to them by the Agreement.

(a) "Confidential Information" means and includes:

(i) The Agreement, its Schedules, and any information, other than Nonpublic Personal Information about a Consumer of Discloser, that Recipient receives, obtains, maintains, processes or otherwise is permitted to access from or about Discloser, or that is derived from or associated in any way with the Agreement and its Schedules, and which is generally not known to the public or which has been identified as confidential or proprietary by Discloser, including without limitation any non-public information about marketing plans, financial condition, products, processes, clients, vendors and other confidential and proprietary business information of Discloser ("Proprietary Information"); and

(ii) Any information from or about a Consumer of Discloser that is received or made available to Recipient in connection with the Agreement and that: (i) relates to any such Consumer; (ii) relates to or derives from any transaction directly between Discloser and any Consumer; or (iii) is a list, description or other grouping of Discloser's Consumers ("Nonpublic Personal Information").

(b) "Consumer" means: (i) any Applicant or Cardholder who applies for, who obtains, or who has applied for or obtained a financial product or service from or through HC Processing and/or the Authorized Financial Institution, which is to be used primarily for the personal, family, or household purposes of any such Applicant or Cardholder; and (ii) any Customer of Merchant who requests or obtains any Goods and Services from or through Merchant that it must keep private to comply with Applicable Law or to comply with a disclosed Merchant policy or agreement with such Customer.

(c) "Discloser" means either Merchant, HC Processing (for itself and on behalf of the Authorized Financial Institution), or their respective Affiliates, when any such entity discloses or makes available its own Confidential Information to the other Party, the Authorized Financial Institution or their respective Affiliates in the capacity of a Recipient.

(d) "Recipient" means either Merchant, HC Processing (for itself and on behalf of the Authorized Financial Institution), or their respective Affiliates, when any such entity receives or is given access to the Confidential Information of the other Party, the Authorized Financial Institution, or their respective Affiliates in the capacity of a Discloser.

2. **Rights, Title, and Interest in Nonpublic Personal Information about Consumers**

(a) The Parties understand and agree that an individual can, at the same time, be a Consumer of each Party and the Authorized Financial Institution.

(b) If HC Processing receives Nonpublic Personal Information from Merchant about a Consumer who is not an Applicant or Cardholder, then HC Processing shall consider such Nonpublic Personal Information to be exclusively owned and provided by Merchant in its capacity as Discloser. Any Nonpublic Personal Information of a Consumer who does not become an Applicant or Cardholder shall, if received or kept by HC Processing, be treated as Nonpublic Personal Information of Merchant in its capacity as Discloser, which is subject to the restrictions on use and disclosure below that apply to HC Processing in its capacity as a Recipient of such Nonpublic Personal Information.

(c) For any Consumer of Merchant who becomes an Applicant or Cardholder, Merchant understands that HC Processing and the Authorized Financial Institution must use, disclose and keep Nonpublic Personal Information about such Consumers to provide the Program, review Applications, and permit the use and servicing of Accounts and Cards. Merchant understands and agrees that any Nonpublic Personal Information about an

Applicant or Cardholder that HC Processing and/or the Authorized Financial Institution may receive for purposes of providing the Program, or in connection with Applications, Charge Slips, Card Sales, Credit Slips, or otherwise as a result of the use or servicing of Cards and Accounts, shall be deemed Nonpublic Personal Information about a Consumer of HC Processing and the Authorized Financial Institution when any such Nonpublic Personal Information is received or prepared by HC Processing or the Authorized Financial Institution, and regardless of its source. Any Nonpublic Personal Information of an Applicant or Cardholder who becomes a Consumer of HC Processing and the Authorized Financial Institution shall, if received or kept by Merchant for reasons related to the Program and the use, origination or servicing of Accounts, be treated as Nonpublic Personal Information of HC Processing and the Authorized Financial Institution in the capacity of Discloser, which is subject to the restrictions on use below that apply to Merchant in its capacity as a Recipient of such Nonpublic Personal Information. HC Processing agrees to use and disclose Nonpublic Personal Information of any such Applicants and Cardholders only as described to Consumers in any applicable privacy notice, and as otherwise required or permitted by Applicable Law.

3. **Use and Confidentiality of Confidential Information.** Recipient agrees that it shall use Discloser's Confidential Information solely for performing Recipient's obligations under the Agreement, including any applicable Schedule to the Agreement. Recipient agrees that it shall not sell, rent, lease or otherwise directly or indirectly disclose Discloser's Confidential Information to any third party, except as expressly authorized by the Agreement, any applicable Schedule to the Agreement, or as otherwise expressly authorized in advance and in writing by Discloser. Recipient agrees that it shall take all reasonable steps to protect the confidentiality of Discloser's Confidential Information, using the same standard of care that Recipient uses to protect its own Confidential Information, and not less than any standard of care required by Applicable Law and that is considered commercially reasonable under the circumstances. Recipient agrees that it shall give access to Discloser's Confidential Information only to those employees, officers or agents of Recipient who have a need to know in connection with the performance of Recipient's obligations under the Agreement or any applicable Schedule to the Agreement. Recipient agrees that it shall not copy or duplicate Discloser's Confidential Information, except as necessary to fulfill Recipient's obligations under the Agreement, any applicable Schedule to the Agreement, or as expressly required by Applicable Law. Recipient agrees that it shall comply with all Applicable Laws related to privacy and information security that apply to Discloser's Confidential Information and the respective businesses of Recipient and Discloser. Recipient agrees that it shall not monitor or edit Discloser's Confidential Information, unless Recipient is expressly authorized to do so by the Agreement or any applicable Schedule to the Agreement, or unless Recipient determines in good faith that it is required to do so by Applicable Law. If Recipient is expressly permitted under the terms of this Schedule or any part of the Agreement to disclose Discloser's Confidential Information to a third party, then Recipient shall ensure that any such third party is subject to binding confidentiality obligations with respect to such Confidential Information that are at least as restrictive as those contained in this Schedule.

4. **Exclusions and Exceptions.** The confidentiality obligations in this Schedule do not apply to Proprietary Information that: (a) is a part of the public domain when disclosed to Recipient, or that subsequently becomes a part of the public domain through no act or omission of Recipient; (b) was in Recipient's lawful possession without an accompanying secrecy obligation prior to disclosure by Discloser, as documented in Recipient's written records; (c) is lawfully disclosed to Recipient by a third party without an accompanying secrecy obligation or breach of any duty or agreement by which such third party is bound; or (d) is independently developed by Recipient for purposes and uses that are unrelated to the Agreement and its Schedules, with written verifiable proof thereof provided to Discloser upon its request. This Schedule shall not be deemed to prohibit disclosures: (i) required by Applicable Law, provided that prior notice of any such disclosure not prohibited by Applicable Law has been given to Discloser, in a time and manner that would permit Discloser to take legal action at its own costs and expenses to prevent the disclosure or seek an appropriate protective order; (ii) required to protect and defend Recipient's rights or property or protect under exigent circumstances the personal safety of the public or Recipient's clients or customers; (iii) as required in the course of an examination by a governmental authority with supervisory or enforcement jurisdiction over Recipient; or (iv) to Recipient's professional auditors and counsel, provided that such advisors are obligated to maintain the confidentiality of the information they receive.



5. **Confidentiality of the Agreement.** The terms and conditions of the Agreement shall be treated as Confidential Information. A Party may not refer to or disclose the terms and conditions of the Agreement or activities pertaining to the Agreement in any form without the prior written consent of the other Party, except as expressly authorized by this Schedule or the Agreement. The general existence of this Agreement shall not be treated as Confidential Information. Either Party may disclose the terms and conditions of this Agreement: (i) as required by any court or other governmental authority; (ii) as otherwise required by Applicable Law, including a party's obligations under applicable securities laws; (iii) to legal counsel of a Party; (iv) in confidence to accountants, proposed investors, and financing sources and their advisors; (v) to enforce the Agreement or rights under the Agreement; or (vi) in confidence in connection with a merger or acquisition or proposed merger or acquisition, or the like.
6. **Retransmission, Return, and Destruction of Discloser's Confidential Information.** If Recipient is permitted to retransmit any Confidential Information of Discloser under the terms of the Agreement or any applicable Schedule, Recipient's mode of retransmission must be at least as secure as the mode by which Discloser transmitted such Confidential Information to Recipient. Upon Discloser's request, Recipient shall promptly return Discloser's Confidential Information to Discloser in the same format as provided by Discloser or destroy Discloser's Confidential Information, except to the limited extent that Recipient is required to maintain copies of Discloser's Confidential Information for legal, regulatory, or accounting reasons. Any copies of Discloser's Confidential Information that Recipient maintains for legal, regulatory, or accounting reasons shall remain subject to the duties of confidentiality, privacy, and security set forth in this Schedule. Nothing in this Schedule or the Agreement shall be construed to grant Recipient any rights, title or interest in or to any of Discloser's Confidential Information, except as otherwise provided by the express terms of any applicable Schedule to the Agreement.
7. **Information Security and Disposal Standards.** Recipient agrees to implement and maintain a comprehensive written information security program that complies with all applicable laws and includes appropriate administrative, technical and physical safeguards to: (a) ensure the safety and confidentiality of Discloser's Confidential Information; (b) protect against unauthorized access to and use of Discloser's Confidential Information; (c) protect against anticipated threats or hazards to the security or integrity of Discloser's Confidential Information; and (d) properly dispose of Discloser's Confidential Information. Recipient agrees that such measures shall comply with and meet the objectives of all applicable laws, including without limitation the federal Gramm-Leach-Bliley Act, the administrative rules and regulations implementing the Gramm-Leach-Bliley Act (including but not limited to 16 C.F.R. Part 314), and the Interagency Guidelines Establishing Information Security Standards. Recipient shall implement a written security and disaster recovery plan consistent with the standards and practices of the respective industries of Recipient and Discloser, and all applicable laws. Recipient further agrees to cooperate the monitoring by Discloser of Recipient's compliance with the foregoing obligations as reasonably requested by Discloser from time to time, including, without limitation, by providing Discloser with an opportunity to review and obtain copies of relevant audits, test results, reports and similar materials that Recipient might prepare or have prepared for it from time to time.
8. **Notification of Security Breach.** Recipient agrees to comply with all Applicable Laws and take appropriate actions to address incidents of unauthorized access to Discloser's Confidential Information, including by notifying Discloser as soon as possible of any unauthorized access to or disclosure of Discloser's Confidential Information, any breach of this Schedule, or any breach or attempted breach of Recipient's security related to areas, locations or computer systems that contain any Confidential Information of Discloser (including without limitation any instance of theft, unauthorized access by fraud, deception or other malfeasance or inadvertent access). In the event of any such breach of this Schedule, unauthorized access, disclosure or breach or attempted breach of security, Recipient shall further provide to Discloser, in writing, such details concerning the incident in question as Discloser may request. Recipient shall obtain Discloser's express written approval for the form, content and timing of any communication that Discloser may allow Recipient to provide Consumers about any breach or potential breach of information security related to any such Consumers. In the event of any known breach or suspected potential breach of security related to a Consumer, Recipient shall: (a) conduct an investigation of the security breach and collect and preserve all data and evidence concerning the security breach; (b) take all steps appropriate and necessary to contain, prevent and mitigate any further security breach; (c) provide immediate notice to

Discloser of any such known or suspected security breach, which shall not be later than twenty-four (24) hours after Discloser learns about or discovers any breach or potential breach of information security; (d) provide Discloser with a written report concerning any such known or suspected security breach within three (3) Business Days; (e) document and detail the remedial action taken by Recipient, and planned to be taken by Recipient, to remediate any such known or suspected breach of information security; (f) permit a post-breach security assessment or audit to be performed by Discloser, upon its request; and (g) allow Discloser to perform its own on-site forensic examination of any such known or suspected security breach, upon Discloser's request.

9. **Remedies; Indemnification.** Recipient agrees that breach of this Schedule shall give rise to irreparable injury to Discloser that is inadequately compensable in damages. Recipient agrees that Discloser is authorized to seek injunctive relief against the breach or threatened breach by Recipient of this Schedule, in addition to such legal remedies as may be available to Discloser, including the recovery of damages. Recipient also agrees to indemnify, defend, and hold Discloser harmless from and against any and all claims, demands, liabilities, actions, disputes, controversies, losses, damages, and expenses, including but not limited to reasonable attorney fees and costs, asserted by any person or entity other than Discloser that may result from or are related to any breach by the Recipient of any duty or obligation assigned to it by this Schedule.

**Schedule "G"**  
**HELPCard Merchant Operating Guide**

1. **Definitions.** Capitalized terms used in this Merchant Operating Guide have the meanings assigned to them by the HELPCard Merchant Agreement between Merchant and HC Processing.
2. **Changes to Merchant Operating Guide.** Merchant understands and agrees that HC Processing and the Authorized Financial Institution may change the terms of this Merchant Operating Guide from time to time at their sole discretion and expense, after HC Processing gives reasonable advance notice of any such change to Merchant. Merchant understands and agrees that notice of a change to the Merchant Operating Guide shall be considered reasonable if HC Processing sends it in the manner and to the location Merchant specified in its most recent Designation of Merchant, Merchant Affiliates, and Notice Addresses (Schedule "A" to the Agreement), at least thirty (30) days before the effective date of any such change. Merchant shall accept and be bound by changes made to this Merchant Operating Guide if Merchant transmits any new Charge Slip or new Application to HC Processing on or after the effective date of the change.
3. **Business Practices.** This section includes requirements that can result in a chargeback of any funding if violated.
  - a. Merchant must provide *bona fide* sale of goods and services in connection with each Card Sale, pursuant to the standard customers and trade practices and any applicable manufacturer's warranties. Merchant must provide any repairs, services, and replacements associated with its Goods and Services in the time and manner required by Applicable Law and take any corrective action that may be required by Applicable Law.
  - b. Merchant must not make any card sale in connection with the sale of any motorize vehicle in which a title document, lien, or other security interest is created between the Merchant and Cardholder. If such a security interest or title document exists, it shall be vested in HC Processing center.
  - c. Merchant may not submit a Charge Slip for funding for the purpose of (1) disbursing cash to Cardholder, or (2) funding a loan, lease, or similar structure in which a cardholder does not receive goods or non-banking services.
  - d. Merchant shall maintain reasonable and fair (as determined by HC Processing Center) refund, return, and exchange policies, which are designed and reasonably expected to be understood by the average customer, including explanation of any restocking or similar fees, and that any return policy that excludes reimbursement under any circumstances for services not rendered is deemed unreasonable,
  - e. Any return or refund policy will be clearly and conspicuously disclosed to consumers in one or more documents signed by customer.
  - f. Merchant shall not submit a charge slip that is fraudulent or not related to a bona fide transaction in the Merchant's ordinary course of business, or is subject to any claim of illegality, cancellation, rescission, avoidance or offset for any reason whatsoever, including without limitation negligence, fraud, or dishonesty on the part of Merchant or any of its agents or employees or Affiliates.
  - g. Merchant will not accept a Charge Slip when an item is to be shipped to an address other than the address used in the Application for Credit submitted by the Applicant.



708670, Sandy, UT 84070 (notices sent by regular mail); or HC Processing Center, Attn: Legal Department, 380 Data Drive, Suite 200, Draper, UT 84020 (notices sent by overnight/express courier service).

**7. Account Applications.**

- a. **Applications From US Customers.** Applications may be submitted only by Customers who have a principal residence and billing address located in the District of Columbia or a state in the United States (excluding its overseas territories and possessions).
- b. **Notices of Action Taken With Respect To Applications.** Any Application that may be initiated or made through Merchant, and any information Merchant may receive from an Applicant that is intended for an Application, must be provided to HC Processing within five (5) days from the date Merchant receives any such Application or Application Information. After receiving an Application, HC Processing will notify each Applicant directly about the action taken with respect to his or her Application (for example, the approval, rejection, or counteroffer to an Application, or a request for more information needed to complete an Application). Merchant may, if expressly requested or authorized by HC Processing, provide Applicants with preliminary information about the action taken with respect to their Application or solicit any additional information needed to complete an Application.
- c. **Telephone Applications; Account Agreements.** The following rules apply to Merchant if it solicits or receives any information by telephone from an Applicant intending to submit a Telephone Application for an Account through Merchant:
  - i. Merchant must request all information from the Applicant that HC Processing and the Authorized Financial Institution require from time to time for a completed Application.
  - ii. Merchant must use the verbal scripts provided by HC Processing, and provide the Applicant with all of the applicable Application and Account disclosures in the time and manner required from time to time by HC Processing and the Authorized Financial Institution. The time when Merchant must provide such Application and Account disclosures may be during the Applicant's submission of the Telephone Application, or when the Applicant is advised by Merchant about the result of his or her Telephone Application, as specified by HC Processing and the Authorized Financial Institution.
  - iii. Merchant must record the portion of its telephone call with an Applicant during which Merchant provides the Applicant with the Application and Account disclosures required by HC Processing and the Authorized Financial Institution. Merchant must use a recording medium acceptable to HC Processing. Merchant may begin any such recording only after notifying the Applicant and Merchant's employees about the recording of the telephone call, and after obtaining any consent to record that may be required by law in the state where Merchant conducts business and the state where the Applicant resides. Merchant is responsible for determining whether the Applicant's consent to record is required and the type of Applicant consent that may be required. Merchant must keep all such Telephone Application recordings for at least thirty (30) months from the date of the recording. Merchant must provide any such recording to HC Processing and the Authorized Financial Institution upon request.
  - iv. Merchant must provide HC Processing and the Authorized Financial Institution with all Telephone Application information in the time and manner they require from time to time to evaluate and approve a Telephone Application. Each time Merchant

collects any Telephone Application information from an Applicant, Merchant must provide all such information to HC Processing within five (5) days after Merchant receives the information from the Applicant. Merchant may provide the Telephone Application information it collects to HC Processing by telephone or other electronic transmission, as permitted by HC Processing. Merchant must use HC Processing's secure Internet portal if Merchant intends to submit and transmit Telephone Application information to HC Processing in electronic form. HC Processing will keep the Telephone Application information provided to it by Merchant.

- d. **Written Applications.** The following rules apply to Merchant if it solicits or receives any information in person or by mail from an Applicant who intends to submit a Written Application for an Account:
- i. Merchant must request all information from the Applicant that HC Processing and the Authorized Financial Institution require from time to time for a completed Application.
  - ii. Merchant must provide the Applicant with all of the applicable Application and Account disclosures in the time and manner required from time to time by HC Processing and the Authorized Financial Institution. Merchant must provide such Application and Account disclosures at a specified time during the Applicant's submission of an in-person Written Application, following any receipt by Merchant of a mailed Written Application, or when the Applicant is advised by Merchant that his or her Written Application has been approved, as applicable. Merchant will, as required by HC Processing, include the Account number on the Written Application of an Applicant whose Application has been approved by HC Processing and the Authorized Financial Institution.
  - iii. Merchant must provide HC Processing and the Authorized Financial Institution with all information in the time and manner they require from time to time as a condition of approving a Written Application. Each time Merchant receives any Written Application information from an Applicant, Merchant must provide all such information to HC Processing within five (5) days after Merchant receives the information from the Applicant. The Written Application information Merchant initially provides to HC Processing may be sent to it by facsimile transmission (fax # 800-726-8555), by electronic transmission using HC Processing's secure Internet portal, or by mail or express courier addressed to HC Processing Center, P.O. Box 829, Springdale, AR 72765-0829 (regular mail) or HC Processing Center, 203 East Emma Avenue, Springdale, AR 72765 (express courier). If Merchant initially provides Written Application information to HC Processing by facsimile transmission or electronic transmission, Merchant must then use the referenced addresses to transmit the original Written Application to HC Processing by mail or express courier. HC Processing will keep the Written Application information provided to it by Merchant.
- e. **Electronic Commerce Applications.** The following rules apply to Merchant if it solicits or receives any information from an Applicant who intends to submit an Electronic Commerce Application for an Account:
- i. On any web site Merchant or its service provider maintains for purposes of marketing or selling Merchant's goods and services, Merchant must permit HC Processing to: (1) display a link to a web site that HC Processing maintains at its own expense for purposes of accepting Electronic Commerce Applications; and (2)



display language notifying visitors to the Merchant's web sites that they may submit an Electronic Commerce Application for an Account by clicking the link to the web site HC Processing maintains for this purpose.

- ii. Merchant and its service providers must not, on any web site they maintain to market or sell Merchant's goods and services, solicit or receive any information directly from an Applicant who intends to submit an Electronic Commerce Application for an Account.

**8. Charge Slips and Card Sales.**

- a. Merchant must not allow any Cardholder to use an Account to make or attempt a purchase of any goods and services from Merchant, other than the Goods and Services that Merchant expressly identified and described in its Merchant Application or another part of the Agreement. The only Card Sale that Merchant may consummate, and the only Charge Slip that Merchant may submit for funding, are those that are expressly covered by the Authorization that Merchant obtained from the Authorization Center.
- b. Before Merchant may allow any Cardholder to use an Account to make or attempt a purchase of any Goods and Services, Merchant must: (i) verify the Cardholder's true identity as an authorized user of the Card; (ii) obtain a new and unique Authorization number for that purchase from the Authorization Center; and (iii) verify that the Card expiration date and any Card effective date allow the Card to be used for the purchase. Merchant may obtain an Authorization number from the Authorization Center in any manner mutually acceptable to Merchant and HC Processing, including but not limited to the secured electronic exchange of information through terminals acceptable to both Parties. IDENTIFICATION OF THE CARDHOLDER AND VERIFICATION OF HIS OR HER IDENTITY AND AUTHORIZATION FOR THE CARD SALE IS THE RESPONSIBILITY OF MERCHANT. MERCHANT MUST OBTAIN A UNIQUE AUTHORIZATION NUMBER FROM THE AUTHORIZATION CENTER FOR EACH CARD SALE. A CARD MAY NOT BE USED AFTER ITS EXPIRATION DATE OR BEFORE ANY EFFECTIVE DATE SHOWN ON THE CARD.
- c. If HC Processing determines, in its sole discretion after conducting a good faith review, that a Charge Slip and Card Sale may be the subject of a future Chargeback for any reason described in the Agreement, then HC Processing may reject and not compensate Merchant for any such Charge Slip, even if Merchant previously obtained an Authorization for the Charge Slip. An Authorization: (i) is not a guarantee of acceptance or payment of any Charge Slip; (ii) is not a guarantee that a Card Sale transaction will not become subject to a dispute or Chargeback; and (iii) does not warrant the identity of a Cardholder. An Authorization does not waive any provision of the Agreement. An Authorization does not relieve Merchant of liability for Chargebacks or other obligations under the Agreement, or otherwise validate any fraudulent transaction or a transaction that involves use of an expired or invalid Card. An Authorization means only that the Account has sufficient credit available, as of the date Merchant obtains the Authorization, to cover the amount of the referenced Card Sale.
- d. After Merchant obtains an Authorization number for a Card Sale from the Authorization Center, Merchant must enter the following information in a complete and legible manner in the designated areas of the Charge Slip for that Card Sale:
  - i. Merchant's name, location, and any Merchant number that HC Processing assigned for Merchant's use;
  - ii. The name of the Cardholder making or expressly authorizing the purchase of Goods and Services shown on the Charge Slip;
  - iii. The Account number;
  - iv. The expiration date on the Card and the effective date, if any, shown on the Card;

- v. A description of all Goods and Services the Cardholder purchased from the Merchant in the same transaction, in sufficient detail to identify the transaction;
  - vi. The transaction date on which the Cardholder purchased the Goods and Services referenced on the Charge Slip;
  - vii. The Authorization number the Authorization Center assigned to the Card Sale;
  - viii. The total amount due to Merchant, including any applicable taxes, for the Card Sale within the scope of the Authorization that Merchant obtained from the Authorization Center; and
  - ix. Any applicable disclosure about Merchant's stated cancellation, return, refund, or exchange policies.
- e. Merchant must not present any Charge Slip to HC Processing and the Authorized Financial Institution for funding, until Merchant has provided, delivered, and performed all of the Goods and Services referenced on such Charge Slip. Merchant may not submit a Charge Slip for funding that includes any Goods and Services that Merchant intends to provide or perform after the transaction date shown on that Charge Slip. Merchant understands and agrees that a Charge Slip is subject to Chargeback if any Card Sale and any Goods and Services are cancelled, returned, or rejected by Cardholder for any reason.
- f. For each Card Present transaction, Merchant must obtain the Cardholder's signature on the Charge Slip and compare his or her Charge Slip signature with the one shown on the Card's signature panel. If a Cardholder's signature or identification is uncertain, or Merchant otherwise questions the validity and use of the Card, Merchant must contact the Authorization Center for instructions.
- g. For each Card Not Present transaction (such as approved Mail Order Card Sales, Telephone Order Card Sales, and Electronic Commerce Card Sales), the Charge Slip may be prepared without the Cardholder's signature. In addition to complying with all other requirements in this Section, however, Merchant must not perform and/or provide any of the Goods and Services referenced on a Charge Slip after the Authorization Center, HC Processing, or the Authorized Financial Institution advises Merchant about the cancellation of any previously granted Authorization for a Card Not Present transaction or the suspension or termination of the Account or Card.
- h. For seven (7) days after HC Processing first notifies Merchant that an Electronic Commerce Application has been approved by HC Processing and the Authorized Financial Institution, Merchant must not allow any such Account to be used to complete a Card Sale in any form, other than any initial Card Sale for which Merchant obtained an express Authorization from the Authorization Center.
- i. If Merchant does not obtain an Authorization number for any attempted Card Sale transaction, Merchant may not complete that transaction as a Card Sale made with the Account. In addition, Merchant must follow the Authorization Center's instructions with respect to communicating with the Customer about his or her attempted use of the Account and any future use of the Account or a Card. Merchant must use its best reasonable and peaceful efforts to retain or recover a Card that is presented to Merchant, if the Authorization Center instructs Merchant to keep a Card in response to an Authorization request or if Merchant has reasonable grounds to believe a Card is counterfeit, fraudulent, or stolen. Any attempt or duty of Merchant to keep or recover a Card, however, does not authorize any breach of the peace or injury to persons or property by Merchant. Merchant agrees to hold HC Processing and the Authorized Financial Institution harmless from any claimed injury to person or property and any claimed breach of the peace by Merchant under the referenced circumstances.

- j. HC Processing and the Authorized Financial Institution have the right not to accept and not to compensate Merchant for any Charge Slip presented to HC Processing more than thirty (30) days after the Authorization Center first assigned an Authorization number to the Card Sale transaction.
  - k. Merchant must not divide a single transaction between two or more Charge Slips, or divide a single transaction between a Program Charge Slip and a separate charge slip intended for transfer to parties other than HC Processing and the Authorized Financial Institution.
  - l. All Charge Slips presented by Merchant must be properly completed and presented to HC Processing for funding and acceptance within five (5) days after the transaction date shown on the Charge Slip for the underlying Card Sale transaction.
  - m. Merchant must comply with, and maintain all policies and procedures needed to ensure its compliance with, all Applicable Laws that relate to Telephone Order Card Sales, Mail Order Card Sales, and Electronic Commerce Card Sales. The Applicable Laws that relate to telemarketing and telephone solicitation include, but are not limited to, the federal Telephone Consumer Protection Act and its implementing rules and regulations (see 42 U.S.C. § 227 and § 152(b); 47 C.F.R. Parts 64 and 68), the federal Telemarketing and Consumer Fraud and Abuse Prevention Act and its implementing rules and regulations (see 15 U.S.C. § 6101 et seq.; 16 C.F.R. Part 310), and any state telemarketing and telephone solicitation laws that apply in the states where Merchant conducts business and where its Customers and prospective Customers reside. The Applicable Laws that relate to Mail Order Card Sales include, but are not limited to, 16 C.F.R. § 435.1 et seq.
9. **Payments to Acquire Charge Slips from Merchant.** For purposes of making payments to acquire Charge Slips from Merchant, HC Processing shall initiate credit entries to the Transaction Processing Account specified by the Deposit Account ACH Authorization in the Merchant Agreement or any subsequent Amendment to the Agreement. The amounts that HC Processing and the Authorized Financial Institution must pay to acquire all rights, title, and interest in a Charge Slip from Merchant are set forth in the Schedule of Fees and Charges (Schedule "C") and the Promotional Offerings Schedule (Schedule "E"). HC Processing shall use its best efforts to initiate such credit entries to the Transaction Processing Account on the first Business Day after HC Processing receives, verifies, and processes all Card Sale information that must be evidenced by a Charge Slip, if HC Processing can do so by 1:00 p.m. Central Standard Time on a Business Day. HC Processing shall use its best efforts to initiate such credit entries to the Transaction Processing Account on the second Business Day after HC Processing receives, verifies, and processes all Card Sale information that must be evidenced by a Charge Slip, if HC Processing can do so only after 1:00 p.m. Central Standard Time on a Business Day.
10. **Submission of Records and Electronic Transmission of Information.**
- a. HC Processing is authorized to submit Retrieval Requests for Application Information, Charge Slips, and other Account records to Merchant in the manner and at the location specified in Schedule "A" to the Agreement (Designation of Merchant, Merchant Affiliates, and Notice Addresses Schedule).
  - b. Before Merchant is entitled to receive any payment from HC Processing and the Authorized Financial Institution for purposes of transferring Merchant's right, title and interest in a Charge Slip, Merchant must provide HC Processing with any written and/or signed form of Application and Charge Slip required by HC Processing or the Authorized Financial Institution.
  - c. Merchant must provide HC Processing and the Authorized Financial Institution with any written and/or signed form of any Application, Charge Slip, Credit Slip, other Account

records that evidence or relate to a Card Sale, and any other documentary evidence available to Merchant and reasonably requested by HC Processing or the Authorized Financial Institution, for purposes of: (i) ensuring compliance with Applicable Law by Merchant, HC Processing or the Authorized Financial Institution; (ii) responding to questions, comments, claims, disputes, complaints, and inquiries related to Applications, Accounts or Card Sales that may be received from Applicants, Cardholders, governmental agencies, and the respective representatives; (iii) to enforce any rights that HC Processing or the Authorized Financial Institution may have against a Cardholder in accordance with Applicable Law and/or pursuant to the Account Agreement. Merchant's failure to provide HC Processing and the Authorized Financial Institution with the documents and information required by the Agreement, including this Merchant Operating Guide, will result in a Chargeback due from Merchant.

- d. Merchant must maintain sufficient backup information and data with respect to its Card Sales and Charge Slips, in a secure manner that complies with the Information Privacy and Security Schedule (Schedule "F" to the Agreement). Merchant must provide such information and data to HC Processing or the Authorized Financial Institution upon request to reconstruct any information or data lost due to any malfunction of the systems maintained by either Party or the Authorized Financial Institution.
- e. HC Processing, in its sole discretion, may allow Merchant to transmit certain information derived from an Application or Charge Slip in electronic form, for purposes of obtaining an Authorization of a Card Sale. Any such information derived from an Application or Charge Slip that Merchant is allowed to transmit electronically must be transmitted to HC Processing in a medium, form, format and order expressly approved by HC Processing and the Authorized Financial Institution. Any errors that result from the preparation, submission, or transmission of such Application or Charge Slip information shall be the sole responsibility of Merchant. The means of electronic transmission approved by HC Processing and the Authorized Financial Institution shall be the exclusive electronic means by which Merchant may transmit such Application and Charge Slip information. Merchant must use secure lines and communications methods for purposes of transmitting any such Application or Charge Slip information, in a manner that complies with Applicable Law and the Information Privacy and Security Schedule attached to the Agreement (Schedule "F"). For times when any secure line Authorization system is not in operation, the voice Authorization Center will be available for use by Merchant. Merchant agrees to re-transmit a duplicate of any previously transmitted Application or Charge Slip information at the request and expense of HC Processing, if HC Processing makes its request within one hundred twenty (120) after the date on which Merchant first provided any such information.
- f. As of the termination of the Agreement or upon request by HC Processing or the Authorized Financial Institution, Merchant must provide HC Processing or the Authorized Financial Institution with any and all original documents that Merchant was required to retain in accordance with the Agreement and Applicable Law.

11. **Credit Slips.** If Merchant accepts the return or cancellation of any Goods and Services covered by a Charge Slip that has been acquired from Merchant under the Agreement, or allows a refund or an adjustment in the price of a Card Sale evidenced by a Charge Slip acquired from Merchant, the only method by which Merchant may make or allow any such return, cancellation, refund, or adjustment is through a Credit Slip prepared and submitted to HC Processing in the manner required by the Agreement and this Merchant Operating Guide. For any Card Sale that is evidenced by a Charge Slip acquired from Merchant, Merchant may not make a cash refund to any Cardholder or allow use of

any method other than a Credit Slip to complete any such return, cancellation, refund, or adjustment. Merchant may not accept payments from a Cardholder to prepare and present a Credit Slip for purposes of effecting a deposit to the Cardholder's Account. Merchant must prepare and submit a Credit Slip to HC Processing within five (5) days after the date on which Merchant allows any such return, cancellation, refund, or adjustment. With respect to each Credit Slip, Merchant must: (i) sign the Credit Slip; (ii) describe the Goods and Services that are the subject of any return, cancellation, refund, or adjustment; (iii) disclose the date and dollar amount of the credit due to the Account; (iv) disclose the date on which the original Card Sale was made; (v) disclose the Authorization number provided for the Charge Slip; and (vi) disclose the Cardholder's name, address, and Account number. The amount of the Credit Slip cannot exceed the total amount shown on the associated Charge Slip. Merchant may prepare and submit Credit Slips only in connection with previous bona fide Card Sales evidenced by Charge Slips that have been acquired from Merchant under the Agreement. HC Processing and the Authorized Financial Institution shall not, under any circumstances, be responsible or liable for processing returns, refunds, or adjustments related to any transactions other than those Card Sales that are evidenced by a Charge Slip acquired from Merchant pursuant to the Agreement.

**12. Other Chargebacks.**

- a. The Chargeback of a Charge Slip and Card Sale is due from Merchant if HC Processing determines, in its sole discretion after conducting a good faith investigation, that:
- i. Merchant did not obtain a valid Authorization number from the Authorization Center for a Card Sale; or
  - ii. Any information HC Processing requires Merchant to collect, record and/or keep on an approved form of an Application or Charge Slip (such as an Account number, Card expiration date, description of Goods and Services, Card Sale amount, Card Sale date, and the Authorization number assigned by the Authorization Center for a Card Sale), is incorrect, unavailable, invalid, illegible, expired, or incomplete; or
  - iii. A Cardholder did not sign a Charge Slip used to evidence a Card Sale for a Card Present transaction; or
  - iv. A Cardholder did not expressly authorize a Charge Slip used to evidence a Card Sale for a Card Not Present transaction; or
  - v. An Applicant did not sign any Written Application; or
  - vi. A Charge Slip is a duplicate of an Item that HC Processing previously paid to Merchant; or
  - vii. The price of the Goods and Services shown on a Charge Slip differs from the amount shown on the Cardholder's copy of the Charge Slip; or
  - viii. Merchant has materially breached or has failed to satisfy any term, condition, covenant, warranty, or other provision of the Agreement, including but not limited to this Merchant Operating Guide, in connection with a Charge Slip, with the transaction to which a Charge Slip relates, or with an Application for a Card or the opening of an Account; or
  - ix. A Charge Slip, Application, Cardholder Agreement, or Card Sale is fraudulent or subject to any claim of illegality, cancellation, rescission, avoidance, or offset for any reason whatsoever, including but not limited to claims of negligence, fraud, misrepresentation, or dishonesty on the part of the Customer, Merchant, or the agents, employees, service providers, licensees, or franchisees, or that the related transaction is not a bona fide transaction in Merchant's ordinary course of business; or

- x. A Cardholder has denied or disputed in good faith: (a) a Card Sale or other Card transaction with Merchant (including any requests for credit adjustments issued by Merchant that have not been posted to the Account); (b) Cardholder's execution or acceptance of a Charge Slip, Application or Cardholder Agreement; (c) the delivery, quality or performance of Goods and Services the Cardholder purchased from Merchant through a Card Sale; or (d) Cardholder's authorization of a Card Sale or use of a Card or the Account; or
  - xi. Merchant does not deliver to HC Processing a Charge Slip, Application (including any required recording of a Telephone Application), or other Account or Card transaction in the time and manner required by the Agreement, including this Merchant Operating Guide.
- b. Merchant must either: (i) resolve any dispute or other event or circumstance described above to the satisfaction of HC Processing within ten (10) days after Merchant is notified of a Chargeback; or (ii) pay HC Processing the full amount of each Charge Slip, or any portion of a Charge Slip specified by HC Processing, that is the subject of a Chargeback, plus any applicable return fee and any other related amounts due to HC Processing under the Schedule of Fees and Charges attached to the Agreement.

# Eastern District of Michigan Claims Register

[19-42510-pjs Body Contour Ventures, LLC](#)

**Judge:** Phillip J Shefferly      **Chapter:** 11  
**Office:** Detroit                      **Last Date to file claims:** 07/01/2019  
**Trustee:**                                  **Last Date to file (Govt):** 09/30/2019

*Creditor:* (26027320)  
Dent-A-Med Inc.  
c/o Doron Yitzchaki, Esq.  
Dickinson Wright PLLC  
350 S. Main Street, Suite 300  
Ann Arbor, MI 48104

**Claim No:** 105  
*Original Filed Date:* 06/27/2019  
*Original Entered Date:* 06/27/2019

*Status:*  
*Filed by:* CR  
*Entered by:* Doron Yitzchaki  
*Modified:*

Amount claimed: \$994626.24  
Secured claimed: \$33446.00  
Priority claimed: \$4193.93

*History:*

[Details](#) [105-1](#) 06/27/2019 Claim #105 filed by Dent-A-Med Inc., Amount claimed: \$994626.24 (Yitzchaki, Doron)

*Description:* (105-1) See attached for further details

*Remarks:*

## Claims Register Summary

**Case Name:** Body Contour Ventures, LLC  
**Case Number:** 19-42510-pjs  
**Chapter:** 11  
**Date Filed:** 02/22/2019  
**Total Number Of Claims:** 1

<b>Total Amount Claimed*</b>	\$994626.24
<b>Total Amount Allowed*</b>	

\*Includes general unsecured claims

**The values are reflective of the data entered. Always refer to claim documents for actual amounts.**



	<b>Claimed</b>	<b>Allowed</b>
<b>Secured</b>	\$33446.00	
<b>Priority</b>	\$4193.93	
<b>Administrative</b>		