

**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, Detroit Division

Case number 19-42510-pjs

E-Filed on 07/01/2019  
Claim # 1136

# Official Form 410

## Proof of Claim

04/16

**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>First Data Merchant Services LLC</u><br>Name of the current creditor (the person or entity to be paid for this claim)        |  |
| Other names the creditor used with the debtor _____   |  |
| <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><br><br>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>Bram A. Maravent</u><br>Name   | _____<br>Name  |
| <u>3975 NW 120th Ave.</u><br>Number Street  | _____<br>Number Street   |
| <u>Coral Springs FL 33065</u><br>City State ZIP Code  | _____<br>City State ZIP Code   |
| Contact phone <u>(954) 845-4261</u>   | Contact phone _____  |
| Contact email <u>Bram.Maravent@FirstData.com</u>  | Contact email _____  |
| Uniform claim identifier for electronic payments in chapter 13 (if you use one):<br>_____                                       |  |
| <b>4. Does this claim amend one already filed?</b>  |  |
| <input checked="" type="checkbox"/> No  |  |
| <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____  | Filed on _____<br>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?** \$ \_\_\_\_\_ 21,846.78. **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 Annex \_\_\_\_\_

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.** \$ \_\_\_\_\_ 0.00

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 \$2,850\* 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 \$12,850\*) 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

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\* Amounts are subject to adjustment on 4/01/19 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 07/01/2019 MM / DD / YYYY

/s/ Bram A. Maravent Signature

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

Name Bram A. Maravent First name Middle name Last name

Title Associate Counsel

Company First Data Corporation Identify the corporate servicer as the company if the authorized agent is a servicer.

Address Number Street

City State ZIP Code

Contact phone Email

Attachment 1 - POC 02 - Body Contour Ventures LLC 19-42510.pdf

Description -

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN

|   |   |                           |
|---|---|---------------------------|
| In re:                                      | ) |                           |
|   | ) |                           |
| Body Contour Ventures, LLC, <i>et al.</i> , | ) | Case No. 19-42510-pjs     |
|   | ) | (Jointly Administered)    |
| Debtors and Debtors in Possession.          | ) |                           |
|   | ) | Hon. Phillip J. Shefferly |
|   | ) |                           |

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**ANNEX TO PROOF OF CLAIM OF  
FIRST DATA CORPORATION**

1. Claimant. First Data Merchant Services LLC (“*First Data*”) files this proof of claim against the debtor specified in the proof of claim (the “*Debtor*”) to which this Annex is attached, as a holder of a claim against the Debtor.

2. Background. On February 22, 2019 (the “*Petition Date*”), the Debtor and its affiliates (collectively, the “*Debtors*”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “*Bankruptcy Code*”) in the United States Bankruptcy Court for the Eastern District of Michigan (the “*Court*”), thereby commencing the Debtors’ bankruptcy cases (the “*Chapter 11 Cases*”). On February 28, 2019, the Court granted the Debtors’ motion for the Chapter 11 Cases to be jointly administered for procedural purposes only. [D.E. 69].

3. Claim. First Data’s claims against the Debtor are based upon certain Equipment Lease Agreements, entered into between Body Contour Ventures, LLC and First Data, whereby First Data provided to the Debtor and its affiliates credit card processing equipment to use in its business in exchange for rental payments. The Debtor and First Data entered into these Equipment Lease Agreements, as memorialized by the *Equipment Lease Agreements*, variously dated (copies of which are attached as Composite Exhibit A) (collectively, the “*Transaction Documents*”). There are outstanding, unpaid prepetition lease payments owed by the Debtor to First Data. First

Data's claim against the Debtor as of the date hereof,<sup>1</sup> is in the aggregate amount of at least \$21,846.78, not including fees and expenses, including of First Data's counsel.

4. Supporting Documents. In support of its Claim, First Data attaches as exhibits to this annex the documents which were noted above as attached.

5. Reservation of Rights. The execution and filing of this proof of claim is made under compulsion of the bar date fixed for this matter by the Court and shall not be deemed: (a) a waiver or release of First Data's or any of its respective affiliates' rights against any other entity or person liable for all or part of the Claim asserted herein; (b) a waiver of any rights or remedies of First Data or any of its respective affiliates under the Transaction Documents, or an election of remedies which waives or otherwise affects any other remedy; (c) consent by First Data or any of its respective affiliates to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving First Data or any of its respective affiliates; (d) a waiver of the right to move to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving First Data or any of its respective affiliates; (e) a waiver or release by First Data or any of its respective affiliates of its right to trial by jury, or a consent by First Data or any of its respective affiliates to a trial by jury, in this Court or any other court; (f) a waiver of any right to the subordination, in favor of First Data or any of its respective affiliates, of indebtedness or liens held by any creditors of the Debtor; (g) a waiver of any right of First Data or any of its respective affiliates to assert that all or any portion of the Claim constitutes an administrative expense claim in this case; (h) a waiver of any past, present, or future defaults

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<sup>1</sup> First Data expressly reserves its rights to supplement, clarify, revise, or correct any and all amounts described herein, and nothing contained herein shall constitute a waiver of any of First Data's claims whatsoever against any person or entity, including with respect to any governing document referred to herein.

or events of defaults; (i) a waiver of any indebtedness owed to or rights held by First Data or any of its respective affiliates with respect to any Debtor or non-Debtor affiliate or other entity; (j) a waiver of any right to fees, indemnities, costs and expenses permitted under the Transaction Documents, and under applicable law; or (k) a waiver of any right to seek and obtain additional interest from the Debtor or any of its Debtor or non-Debtor affiliates as set forth in the Transaction Documents. First Data, and all of their its respective affiliates expressly preserve all procedural and substantive defenses with respect to any claim that may be asserted against First Data or any of its respective affiliates by the Debtor, or by any trustee or other representative of these estates. To the extent that there is a conflict between anything in this proof of claim and governing terms under the Transaction Documents, such terms and conditions of the Transaction Documents shall govern.

6. Amendments. First Data and all of its respective affiliates expressly reserve their rights to file any separate or additional proof of claim with respect to the claim set forth herein or otherwise (which proof of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this proof of claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.

7. Notice. All notices in respect of this claim should be forwarded to:

FIRST DATA  
Attn: Bram A. Maravent  
3975 NW 120<sup>th</sup> Ave.  
Coral Springs, FL 33065  
E-mail: Bram.Maravent@FirstData.com  
954-845-4261

With a copy to:  
James N. Robinson  
Joseph A. Pack  
WHITE & CASE LLP  
Southeast Financial Center, Suite 4900  
200 South Biscayne Boulevard  
Miami, Florida 33131-2352  
Telephone: (305) 371-2700  
Facsimile: (305) 358-5744  
E-mail: jrobinson@whitecase.com  
E-mail: joseph.pack@whitecase.com

Dated: July 1, 2019



**COMPOSITE EXHIBIT A**  
*Equipment Lease Agreements*

Scott Judge

BDEN

Merchant ID

Sales Rep. Name

Sales ID

**MERCHANT INFORMATION**

|   |                |                       |        |                              |            |
|---|----------------|-----------------------|--------|------------------------------|------------|
| BODY CONTOUR VENT   |                | LightRx Novi          |        |                              |            |
| Corporate Business Name   |                | DBA Name              |        |                              |            |
| 44150 12 Mile Ste 200   | Novi           | USA                   | MI     | 48377                        | 2485138511 |
| Business Address  |                | City                  | County | State                        | Zip Code   |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Non Profit |                | Business Phone Number |        |                              |            |
| Business Type   |                | Tax ID#               |        | Years in Business            |            |
| 44150 12 Mile Ste 200   | Novi           | MI                    | 48377  |                              |            |
| Billing Address (if different than above)   |                | City                  | State  | Zip Code                     |            |
| BANK OF AMERICA NA  | XXXXX805       | XXXXX750              |        |                              |            |
| Bank Name   | Routing Number | Account Number        |        | (Provide copy of Void Check) |            |

**DESCRIPTION OF LEASED EQUIPMENT**

| Equipment Type     | Quantity | Unit price w/o tax | Equipment Type | Quantity | Unit price w/o tax |
|--------------------|----------|--------------------|----------------|----------|--------------------|
| Clover Flex Bundle | 1        | \$ 47.93           |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |

**SCHEDULE OF PAYMENTS**

|  |   |  |
|--|---|--|
| Payable at Lease Signing (amounts without tax)<br><input type="checkbox"/> Advance Payments \$ _____<br><input type="checkbox"/> Security Deposit \$ _____<br><input type="checkbox"/> _____ \$ _____<br><b>TOTAL \$ 47.93</b> | Annual Tax Handling Fee:<br><input type="checkbox"/> AL, AR, CA, CT, GA, IN,<br>KY, LA, MS, MO, NE, NV,<br>NM, NC, OK, OR, RI, SC,<br>TN, TX, VT, VA, WA,<br>WV, WI, WY \$ <b>30.20</b><br><input checked="" type="checkbox"/> All other states \$ <b>10.20</b> | Lease Term: <u>36</u> (in months)<br>Total Monthly Lease Charge: (total unit price without tax) \$ <u>47.93</u><br>Total Cost to Lease: (without tax) \$ <u>1,725.48</u> |
| Additional Monthly Charges:<br><input type="checkbox"/> Term. Maintenance Fees: \$ _____<br><input type="checkbox"/> _____ \$ _____  | Option to purchase: If you wish to buyout the equipment please contact 1-877-257-2094 to obtain the cost.<br>Approx. Date of First ACH Payment: _____ Approx. Amount of First ACH Payment: \$ <u>.00</u>  |  |

This Equipment Lease Agreement ("Agreement") is being entered into by and between First Data Merchant Services LLC and the Lessee identified in the signature panel of this Agreement. In this Agreement, the words "we," "our" and "us" refer to First Data Merchant Services LLC and its successors and assigns and the words "you" and "your" refer to Lessee and its permitted successors and assigns. This Equipment Lease Agreement may be a factor in the pricing you are receiving for processing services provided by us.

- Effective Date, Term and Interim Rent.**  
 a) This Agreement becomes effective on the date we deliver any piece of Equipment to you (the "Delivery Date"). This Agreement remains in effect until all of your obligations and all of our obligations under it have been satisfied. We will deliver the Equipment to the site designated by you.  
 b) **Term:** The term of this Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us represented by our delivery of Equipment to you (the "Commencement Date"), and continues for the number of months indicated above in the Lease Term. **YOU AGREE THIS AGREEMENT IS A NON CANCELLABLE COMMITMENT BY YOU TO LEASE THE EQUIPMENT IDENTIFIED HEREIN FOR THE ENTIRE LEASE TERM INDICATED ABOVE.** You agree to pay all amounts due during the Lease Term and confirm upon execution the Lease Term is specifically defined as written above.  
 c) You agree to pay an Interim Lease Payment in the amount of one thirtieth (1/30th) of the monthly lease charge for each day from and including the Delivery Date until the date preceding the Commencement Date.
- Authorization.** Lessee hereby authorizes us or our designees, successors or assigns (hereinafter "Lessor") to withdraw any amounts including any and all sales taxes now due or hereinafter imposed, owed by Lessee in conjunction with this Agreement by initiating debit entries to Lessee's account at the bank named above (hereinafter "Bank"), or such other bank as the Lessee may from time to time use. In the event of default of Lessee's obligation hereunder, Lessee authorizes debit of its account for the full amount due under this Agreement. Further, Lessee authorizes Bank to accept and to charge any debit entries initiated by Lessor to Lessee's account. In the event that Lessor withdraws funds erroneously from Lessee's account, Lessee authorizes Lessor to credit Lessee's account for an amount not to exceed the original amount of the debit. This authorization is to remain in full force and effect until Lessor and Bank have received written notice from Lessee of its termination in such time and in such manner as to afford Lessor and Bank a reasonable opportunity to act.
- Default; Remedies.**  
 a) If any debit of your bank account initiated by us is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision of this Agreement or any agreement with any of our affiliates, alliances or joint ventures, any such event shall be a default hereunder. Without limiting the foregoing, any default by you under a Merchant Processing Agreement ("MPA") with us or with an alliance or joint venture to which we are a party may be treated as a default under this Agreement. Such a default would include a default resulting from early termination of the MPA, if applicable. For fees that may be applicable upon payment default, please see paragraph 10.  
 b) Upon the occurrence of any default, we may at our option, effective immediately without notice, either (i) terminate this Agreement and our future obligations under this Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, or (ii) accelerate the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term. If Equipment has not been returned this accelerated amount shall include the then fair market value of the Equipment (as determined in good faith by us). This acceleration of payments is not a penalty but liquidated damages for our loss of the bargain. Upon any such termination for default, we may proceed in any lawful manner to obtain satisfaction of the amounts owed to us and, if applicable, our recovery of the Equipment, including entering onto your premises to recover the Equipment. In addition, you shall also be responsible for our costs of collection, court costs and reasonable attorneys' fees, as well as applicable shipping, repair and refurbishing costs of recovered Equipment. You agree that we shall be entitled to recover any amounts due to us under this Agreement by charging your bank account or any other funds of yours that come into our possession or control, or within the possession or control of our affiliates, alliances or joint ventures, or by setting off amounts that you owe to us against any amounts we may owe to you, without notifying you prior to doing so. Without limiting the foregoing, you agree that we are entitled to recover amounts owed to us under this Agreement by obtaining directly from an alliance or joint venture

**LEASE ACCEPTANCE**

Undersigned agrees to all terms and conditions contained in this Equipment Lease Agreement. Lessee authorizes First Data Merchant Services LLC or its agents, to request and obtain from a consumer reporting agency personal and business consumer reports. Each of the undersigned authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us. **THIS LEASE IS A NON-CANCELLABLE COMMITMENT BY YOU FOR THE FULL LEASE TERM INDICATED HEREIN.** By executing the below, Lessee confirms that the Lease Term is filled in above. Any attempt by you to terminate this commitment prior to the end of the Lease Term, entitles First Data Merchant Services LLC to all rights and remedies set forth in paragraph 3 including acceleration of the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term.

|  |            |                |          |
|--|------------|----------------|----------|
| DocuSigned by:<br><b>X</b> <u>Richard Morgan</u> | Member LLC | Richard Morgan | 3/1/2018 |
| Les  | Title      | Print Name     | Date     |

to which we are a party and with which you have entered into a MPA any funds held or available as security for payment under the terms of the MPA, including funds available under the "Reserve Account; Security Interest" section of the MPA, if applicable.

4. **Return or Purchase of Equipment at End of Lease Period.** Upon the completion of your Lease Term the Agreement shall continue on a month to month basis. There is no obligation to continue the lease after the Lease Term ends. At the end of your Lease Term, you will have the option to: (a) return the Equipment to us; (b) purchase the Equipment from us for the lesser of fair market value at the time (as determined in good faith by us), or an amount equal to ten percent (10%) of the total lease payments under this Lease Agreement with respect to each item of Equipment; or (c) as noted, rent the Equipment on a month to month basis at the existing monthly lease payment. In the absence of an affirmative election by you to return or purchase the Equipment, (c) will apply and this Agreement will continue on a month to month basis at the existing monthly lease payment. After the end of the Lease Term, if you do not want to continue to rent the Equipment on a month to month basis, then you will be obligated to provide Lessor with notice of that choice prior to the end of the Lease Term and advise whether you will return the Equipment to Lessor or purchase the Equipment, which price Lessor shall provide to you upon receipt of the notification. If you fail to provide such notice at least 30 days prior to the end of the Lease Term, you acknowledge that Lessor may not have time to suspend billing due for the next month's lease charge. If we terminate this Agreement pursuant to paragraph 3 due to a default by you, then you shall immediately return the Equipment to us at the address set forth in paragraph 11 no later than the tenth Business Day after termination, or remit to us the fair market value of the Equipment which amount we shall provide after good faith determination. We may collect any amounts due to us under this paragraph 4 by debiting your Settlement Account, and to the extent we are unable to obtain full satisfaction in this manner, you agree to pay the amounts owed to us promptly upon our request.

5. **Limitation on Liability.** We are not liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment, including any damage or injury to persons or property caused by the Equipment. We are not liable for the use or maintenance of the Equipment, its failure to operate, any repairs or service to it, or by any interruption of service or loss of use of the Equipment or resulting loss of business. Our liability arising out of or in any way connected with this Agreement shall not exceed the aggregate lease amount paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Agreement are your sole and exclusive remedies.

6. **Governing Law; Dispute Resolution; Miscellaneous.** This Agreement shall be governed by and will be construed in accordance with the laws of the State of New York (without applying its conflicts of laws principles). We have substantial facilities in the State of New York and many of the services provided under this Agreement are provided from these facilities. The exclusive venue for any actions or claims arising under or related to this Agreement shall be the appropriate state or federal court located in Suffolk County New York. If any part of this Agreement is not enforceable, the remaining provisions will remain valid and enforceable.

7. **Equipment and Software.**

a) We agree to lease to you and you agree to lease from us the equipment identified on the first page of this Agreement or such other comparable equipment we provide you (the "Equipment"), according to the terms and conditions of this Agreement. We are providing the Equipment to you "as is" and make no representations or warranties of any kind as to the suitability of the Equipment for any particular purpose.  
 b) YOU ACKNOWLEDGE THAT THE EQUIPMENT YOU LEASE UNDER THIS LEASE AGREEMENT MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS AND THAT WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH EQUIPMENT COMPATIBLE IN THE EVENT THAT YOU ELECT TO USE ANOTHER SERVICE PROVIDER. UPON TERMINATION OF YOUR MERCHANT PROCESSING AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT LEASED UNDER THIS LEASE AGREEMENT WITH SAID SERVICE PROVIDER.

8. **Warranties**

a) All warranties express or implied, made to you or any other person are hereby disclaimed including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular use, quiet enjoyment, or infringement.  
 b) You warrant that you will only use the Equipment for commercial purposes and will not use the Equipment for any household or personal purposes.  
 c) Leased Equipment is warranted against material defects for the life of the lease. This warranty does not include damage to the Equipment resulting from accident or misuse or any other breach of the Agreement. If the Equipment should become defective within the warranty period, Banc of America Merchant Services, LLC will replace it free of charge (except that appropriate shipping charges may apply).

9. **Lease Guaranty.** No guarantor shall have any right of subrogation to any of our rights in the Equipment or this Lease or against you, and any such right of subrogation is hereby waived and released. All indebtedness that exists now or arises after the execution of this Agreement between you and any guarantor is hereby subordinated to all of your present and future obligations, and those of your guarantor, to us, and no payment shall be made or accepted on such indebtedness due to you from a guarantor until the obligations due to us are paid and satisfied in full.

10. **Payment of Amounts Due, Administrative and Collection Fees.**

| <b>SCHEDULE OF FEES</b>  |               |                            |               |
|--------------------------|---------------|----------------------------|---------------|
| <b>Default Fees</b>      | <b>Amount</b> | <b>Administrative Fees</b> | <b>Amount</b> |
| NSF Fee                  | \$10          | Upgrade Fee                | \$50          |
| Collection Fee           | \$25          | Assumption Fee             | \$150         |
| Late Fee                 | \$10          | Lease Copy Fee             | \$7           |
| Collection Invoicing Fee | \$7           |                            |               |

b) The monthly lease charge is due and payable on the same day of each successive month thereafter of the Lease Term for each piece of lease Equipment. You agree to pay all assessed costs for delivery and installation of Equipment.

c) In addition to the monthly lease charge, you shall pay, or reimburse us for, amounts equal to any taxes or assessments on or arising out of this Agreement or the Equipment, and related supplies or any

services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise tax, exclusive, however, of taxes based on our net income. Reimbursement of property tax calculation is based on an average tax rate.

d) Your lease payments will be due despite dissatisfaction for any reason with the Equipment or related processing services.

e) Whenever any payment is not made by you in full when due, you shall pay us a late fee of \$10.00 for each month during which it remains unpaid but in no event more than the maximum permitted by law. You shall also pay to us a NSF fee of \$10.00 for any debit we attempt to make against your bank account that is for any reason rejected, but in no event more than the maximum amount permitted by law.

f) In the event your account is placed into collections for past due lease amounts, you agree that we can recover a collection expense fee of \$25 for each aggregate payment requiring a collection effort, but in no event more than the maximum amount permitted by law.

11. **Use and Return of Equipment; Insurance.**

a) You shall operate the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall maintain the Equipment in good operating condition and protect it from deterioration, normal wear and tear excepted.

b) You shall not permit any physical alteration or modification of the Equipment, or change the installation site of the Equipment, without our prior written consent.

c) You shall not create, incur, assume or allow any consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment without our prior written consent.

d) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all permits required to operate the Equipment at your facility.

e) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.

f) The Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment evidencing our ownership.

g) You agree that all Equipment returns shall be to TASQ Technology, 1169 Canton Road, Marietta, GA., 30066, be done in a manner that can be tracked, and shall have Lease number referenced on the return packaging. You understand and agree that your failure to return the Equipment in the manner noted above will delay our receipt of the return and possibly result in you being charged the then fair market value of the Equipment, or \$100 should the Equipment be received with excessive wear and tear.

h) You shall keep the Equipment adequately insured against loss by fire, theft, and all other hazards.

i) You shall provide proof of insurance as evidenced by a certificate naming First Data Merchant Services LLC as a loss payee under your insurance policy. The loss, destruction, theft or damage of or to the Equipment shall not relieve you from your obligation to pay the full purchase price or total monthly lease charges hereunder.

12. **Site Preparation.** You will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date.

13. **Title to Equipment.** We at all times retain title to the Equipment unless we agree otherwise in writing. You agree to execute and deliver to us any statement or instrument that we may request to confirm or evidence our ownership of the Equipment, and you irrevocably appoint us as your attorney in fact to execute and file the same in your name and on your behalf. If a court determines that the leasing transaction contemplated by this Agreement does not constitute a financing and is not a lease of the Equipment, then we shall be deemed to have a first lien security interest on the Equipment as of the date of this Agreement, and you will execute such documentation as we may request to evidence such security interest.

14. **Software License.** We retain all ownership and copyright interest in and to all computer software, related documentation, technology, know how and processes embodied in or provided in connection with the Equipment other than those owned or licensed by the manufacturer of the Equipment (collectively "Software"). Any rights to use the Software other than those owned or licensed by the manufacturer of the Equipment are described in this Lease Agreement. You shall have only a nonexclusive license to use the Software owned or licensed by the manufacturer of the Equipment in your operation of the Equipment.

15. **Indemnification.** You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses, (including attorneys' fees) resulting from (a) the operation, use, condition, liens against, or return of the Equipment or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

16. **Assignment.** You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Agreement, any transfer of voting control of you or your parent shall be considered an assignment or transfer hereof. We may assign or transfer this Agreement and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent.

17. **Notices.** All notices must be in writing, if to you at your address appearing on the cover page of this Agreement and if to us at 4000 Coral Ridge Drive, Coral Springs, Florida, 33065. Attn: Lease Department, and shall be deemed to have been given (i) if sent by mail or courier, upon the earlier of five (5) days after mailing or when actually received or, in the case of courier, when delivered, and (ii) if sent by facsimile machine, when the courier confirmation copy is actually received. Notice given in any other manner shall be effective when actually received, if to you at the address appearing on the cover page of this Agreement or by any electronic means, including but not limited to the email address you have provided on the cover page of the Agreement. Notices sent to the Merchant's last known address, as indicated in our records, shall constitute effective notice to the Merchant under this Agreement. Customer Service toll free number 1 877 257 2094.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings and can be changed only by a written agreement signed by all parties. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

**PERSONAL GUARANTY**

Undersigned unconditionally guarantees performance of this Equipment Lease Agreement by Lessee and payment of all sums due hereunder in the event of default, hereby waiving any modification, amendment or extension and notice thereof, and further agrees to the terms of this Equipment Lease Agreement insofar as they apply to the undersigned as guarantor.

|   |                   |                       |                   |                       |
|---|-------------------|-----------------------|-------------------|-----------------------|
| <b>X</b>  | , an Individual   | <b>Richard Morgan</b> | <b>2485796772</b> | <b>3/1/2018</b>       |
| Personal Guarantor's Signature (No Title Allowed) |                   | Print Name            | Home Phone Number | Date                  |
| <b>20940 Turnberry Blvd</b>                       | <b>Northville</b> | <b>MI 48167</b>       | <b>xx/xx/xx</b>   | <b>XXXXX4750</b>      |
| Home Address                                      | City              | State                 | Zip Code          | DOB Social Security # |

Scott Judge

BDEN

Merchant ID

Sales Rep. Name

Sales ID

**MERCHANT INFORMATION**

|   |  |                       |                |          |                              |
|---|--|-----------------------|----------------|----------|------------------------------|
| BODY CONTOUR VENT   |  | LIGHTRX GRAND BLANC   |                |          |                              |
| Corporate Business Name   |  | DBA Name              |                |          |                              |
| 11413 S SAGINAW ST  |  | GRAND BLANC           | USA            | MI 48439 | 2488823882                   |
| Business Address  |  | City                  | County         | State    | Zip Code                     |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Non Profit |  | Business Phone Number |                |          |                              |
| Business Type   |  | Tax ID#               |                |          | Years in Business            |
| 11413 S SAGINAW ST  |  | GRAND BLANC           |                |          | MI 48439                     |
| Billing Address (if different than above)   |  | City                  | State          | Zip Code |                              |
| BANK OF AMERICA NA  |  | XXXXX805              | XXXXX556       |          |                              |
| Bank Name   |  | Routing Number        | Account Number |          | (Provide copy of Void Check) |

**DESCRIPTION OF LEASED EQUIPMENT**

| Equipment Type     | Quantity | Unit price w/o tax | Equipment Type | Quantity | Unit price w/o tax |
|--------------------|----------|--------------------|----------------|----------|--------------------|
| Clover Flex Bundle | 1        | \$ 47.93           |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |

**SCHEDULE OF PAYMENTS**

|  |   |  |
|--|---|--|
| Payable at Lease Signing (amounts without tax)<br><input type="checkbox"/> Advance Payments \$ _____<br><input type="checkbox"/> Security Deposit \$ _____<br><input type="checkbox"/> _____ \$ _____<br><b>TOTAL \$ 47.93</b> | Annual Tax Handling Fee:<br><input type="checkbox"/> AL, AR, CA, CT, GA, IN, KY, LA, MS, MO, NE, NV, NM, NC, OK, OR, RI, SC, TN, TX, VT, VA, WA, WV, WI, WY \$ <b>30.20</b><br><input checked="" type="checkbox"/> All other states \$ <b>10.20</b> | Lease Term: <u>36</u> (in months)<br>Total Monthly Lease Charge: (total unit price without tax) \$ <u>47.93</u><br>Total Cost to Lease: (without tax) \$ <u>1,725.48</u> |
| Additional Monthly Charges:<br><input type="checkbox"/> Term. Maintenance Fees: \$ _____<br><input type="checkbox"/> _____ \$ _____  | Option to purchase: If you wish to buyout the equipment please contact 1-877-257-2094 to obtain the cost.<br>Approx. Date of First ACH Payment: _____      Approx. Amount of First ACH Payment: \$ <u>.00</u>                                       |  |

This Equipment Lease Agreement ("Agreement") is being entered into by and between First Data Merchant Services LLC and the Lessee identified in the signature panel of this Agreement. In this Agreement, the words "we," "our" and "us" refer to First Data Merchant Services LLC and its successors and assigns and the words "you" and "your" refer to Lessee and its permitted successors and assigns. This Equipment Lease Agreement may be a factor in the pricing you are receiving for processing services provided by us.

- Effective Date, Term and Interim Rent.**  
 a) This Agreement becomes effective on the date we deliver any piece of Equipment to you (the "Delivery Date"). This Agreement remains in effect until all of your obligations and all of our obligations under it have been satisfied. We will deliver the Equipment to the site designated by you.  
 b) **Term:** The term of this Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us represented by our delivery of Equipment to you (the "Commencement Date"), and continues for the number of months indicated above in the Lease Term. **YOU AGREE THIS AGREEMENT IS A NON CANCELLABLE COMMITMENT BY YOU TO LEASE THE EQUIPMENT IDENTIFIED HEREIN FOR THE ENTIRE LEASE TERM INDICATED ABOVE.** You agree to pay all amounts due during the Lease Term and confirm upon execution the Lease Term is specifically defined as written above.  
 c) You agree to pay an Interim Lease Payment in the amount of one thirtieth (1/30th) of the monthly lease charge for each day from and including the Delivery Date until the date preceding the Commencement Date.
- Authorization.** Lessee hereby authorizes us or our designees, successors or assigns (hereinafter "Lessor") to withdraw any amounts including any and all sales taxes now due or hereinafter imposed, owed by Lessee in conjunction with this Agreement by initiating debit entries to Lessee's account at the bank named above (hereinafter "Bank"), or such other bank as the Lessee may from time to time use. In the event of default of Lessee's obligation hereunder, Lessee authorizes debit of its account for the full amount due under this Agreement. Further, Lessee authorizes Bank to accept and to charge any debit entries initiated by Lessor to Lessee's account. In the event that Lessor withdraws funds erroneously from Lessee's account, Lessee authorizes Lessor to credit Lessee's account for an amount not to exceed the original amount of the debit. This authorization is to remain in full force and effect until Lessor and Bank have received written notice from Lessee of its termination in such time and in such manner as to afford Lessor and Bank a reasonable opportunity to act.
- Default; Remedies.**  
 a) If any debit of your bank account initiated by us is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision of this Agreement or any agreement with any of our affiliates, alliances or joint ventures, any such event shall be a default hereunder. Without limiting the foregoing, any default by you under a Merchant Processing Agreement ("MPA") with us or with an alliance or joint venture to which we are a party may be treated as a default under this Agreement. Such a default would include a default resulting from early termination of the MPA, if applicable. For fees that may be applicable upon payment default, please see paragraph 10.  
 b) Upon the occurrence of any default, we may at our option, effective immediately without notice, either (i) terminate this Agreement and our future obligations under this Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, or (ii) accelerate the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term. If Equipment has not been returned this accelerated amount shall include the then fair market value of the Equipment (as determined in good faith by us). This acceleration of payments is not a penalty but liquidated damages for our loss of the bargain. Upon any such termination for default, we may proceed in any lawful manner to obtain satisfaction of the amounts owed to us and, if applicable, our recovery of the Equipment, including entering onto your premises to recover the Equipment. In addition, you shall also be responsible for our costs of collection, court costs and reasonable attorneys' fees, as well as applicable shipping, repair and refurbishing costs of recovered Equipment. You agree that we shall be entitled to recover any amounts due to us under this Agreement by charging your bank account or any other funds of yours that come into our possession or control, or within the possession or control of our affiliates, alliances or joint ventures, or by setting off amounts that you owe to us against any amounts we may owe to you, without notifying you prior to doing so. Without limiting the foregoing, you agree that we are entitled to recover amounts owed to us under this Agreement by obtaining directly from an alliance or joint venture

**LEASE ACCEPTANCE**

Undersigned agrees to all terms and conditions contained in this Equipment Lease Agreement. Lessee authorizes First Data Merchant Services LLC or its agents, to request and obtain from a consumer reporting agency personal and business consumer reports. Each of the undersigned authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us. **THIS LEASE IS A NON-CANCELLABLE COMMITMENT BY YOU FOR THE FULL LEASE TERM INDICATED HEREIN.** By executing the below, Lessee confirms that the Lease Term is filled in above. Any attempt by you to terminate this commitment prior to the end of the Lease Term, entitles First Data Merchant Services LLC to all rights and remedies set forth in paragraph 3 including acceleration of the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term.

|  |            |                |          |
|--|------------|----------------|----------|
| DocuSigned by:<br><b>X</b> <u>RICHARD MORGAN</u> | Member LLC | RICHARD MORGAN | 3/9/2018 |
|  | Title      | Print Name     | Date     |



DocuSign Envelope ID: 4ACB7EF0-CE20-4F26-A957-24414BEFC6DF  
 to which we are a party and which you have entered into a MPA any funds held or available as security for payment under the terms of the MPA, including funds available under the "Reserve Account; Security Interest" section of the MPA, if applicable.

4. **Return or Purchase of Equipment at End of Lease Period.** Upon the completion of your Lease Term the Agreement shall continue on a month to month basis. There is no obligation to continue the lease after the Lease Term ends. At the end of your Lease Term, you will have the option to: (a) return the Equipment to us; (b) purchase the Equipment from us for the lesser of fair market value at the time (as determined in good faith by us), or an amount equal to ten percent (10%) of the total lease payments under this Lease Agreement with respect to each item of Equipment; or (c) as noted, rent the Equipment on a month to month basis at the existing monthly lease payment. In the absence of an affirmative election by you to return or purchase the Equipment, (c) will apply and this Agreement will continue on a month to month basis at the existing monthly lease payment. After the end of the Lease Term, if you do not want to continue to rent the Equipment on a month to month basis, then you will be obligated to provide Lessor with notice of that choice prior to the end of the Lease Term and advise whether you will return the Equipment to Lessor or purchase the Equipment, which price Lessor shall provide to you upon receipt of the notification. If you fail to provide such notice at least 30 days prior to the end of the Lease Term, you acknowledge that Lessor may not have time to suspend billing due for the next month's lease charge. If we terminate this Agreement pursuant to paragraph 3 due to a default by you, then you shall immediately return the Equipment to us at the address set forth in paragraph 11 no later than the tenth Business Day after termination, or remit to us the fair market value of the Equipment which amount we shall provide after good faith determination. We may collect any amounts due to us under this paragraph 4 by debiting your Settlement Account, and to the extent we are unable to obtain full satisfaction in this manner, you agree to pay the amounts owed to us promptly upon our request.

5. **Limitation on Liability.** We are not liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment, including any damage or injury to persons or property caused by the Equipment. We are not liable for the use or maintenance of the Equipment, its failure to operate, any repairs or service to it, or by any interruption of service or loss of use of the Equipment or resulting loss of business. Our liability arising out of or in any way connected with this Agreement shall not exceed the aggregate lease amount paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Agreement are your sole and exclusive remedies.

6. **Governing Law; Dispute Resolution; Miscellaneous.** This Agreement shall be governed by and will be construed in accordance with the laws of the State of New York (without applying its conflicts of laws principles). We have substantial facilities in the State of New York and many of the services provided under this Agreement are provided from these facilities. The exclusive venue for any actions or claims arising under or related to this Agreement shall be the appropriate state or federal court located in Suffolk County New York. If any part of this Agreement is not enforceable, the remaining provisions will remain valid and enforceable.

7. **Equipment and Software.**

a) We agree to lease to you and you agree to lease from us the equipment identified on the first page of this Agreement or such other comparable equipment we provide you (the "Equipment"), according to the terms and conditions of this Agreement. We are providing the Equipment to you "as is" and make no representations or warranties of any kind as to the suitability of the Equipment for any particular purpose.  
 b) YOU ACKNOWLEDGE THAT THE EQUIPMENT YOU LEASE UNDER THIS LEASE AGREEMENT MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS AND THAT WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH EQUIPMENT COMPATIBLE IN THE EVENT THAT YOU ELECT TO USE ANOTHER SERVICE PROVIDER. UPON TERMINATION OF YOUR MERCHANT PROCESSING AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT LEASED UNDER THIS LEASE AGREEMENT WITH SAID SERVICE PROVIDER.

8. **Warranties**

a) All warranties express or implied, made to you or any other person are hereby disclaimed including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular use, quiet enjoyment, or infringement.  
 b) You warrant that you will only use the Equipment for commercial purposes and will not use the Equipment for any household or personal purposes.  
 c) Leased Equipment is warranted against material defects for the life of the lease. This warranty does not include damage to the Equipment resulting from accident or misuse or any other breach of the Agreement. If the Equipment should become defective within the warranty period, Banc of America Merchant Services, LLC will replace it free of charge (except that appropriate shipping charges may apply).

9. **Lease Guaranty.** No guarantor shall have any right of subrogation to any of our rights in the Equipment or this Lease or against you, and any such right of subrogation is hereby waived and released. All indebtedness that exists now or arises after the execution of this Agreement between you and any guarantor is hereby subordinated to all of your present and future obligations, and those of your guarantor, to us, and no payment shall be made or accepted on such indebtedness due to you from a guarantor until the obligations due to us are paid and satisfied in full.

10. **Payment of Amounts Due, Administrative and Collection Fees.**

| <b>SCHEDULE OF FEES</b>  |               |                            |               |
|--------------------------|---------------|----------------------------|---------------|
| <b>Default Fees</b>      | <b>Amount</b> | <b>Administrative Fees</b> | <b>Amount</b> |
| NSF Fee                  | \$10          | Upgrade Fee                | \$50          |
| Collection Fee           | \$25          | Assumption Fee             | \$150         |
| Late Fee                 | \$10          | Lease Copy Fee             | \$7           |
| Collection Invoicing Fee | \$7           |                            |               |

b) The monthly lease charge is due and payable on the same day of each successive month thereafter of the Lease Term for each piece of lease Equipment. You agree to pay all assessed costs for delivery and installation of Equipment.

c) In addition to the monthly lease charge, you shall pay, or reimburse us for, amounts equal to any taxes or assessments on or arising out of this Agreement or the Equipment, and related supplies or any

services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise tax, exclusive, however, of taxes based on our net income. Reimbursement of property tax calculation is based on an average tax rate.

d) Your lease payments will be due despite dissatisfaction for any reason with the Equipment or related processing services.

e) Whenever any payment is not made by you in full when due, you shall pay us a late fee of \$10.00 for each month during which it remains unpaid but in no event more than the maximum permitted by law. You shall also pay to us a NSF fee of \$10.00 for any debit we attempt to make against your bank account that is for any reason rejected, but in no event more than the maximum amount permitted by law.

f) In the event your account is placed into collections for past due lease amounts, you agree that we can recover a collection expense fee of \$25 for each aggregate payment requiring a collection effort, but in no event more than the maximum amount permitted by law.

11. **Use and Return of Equipment; Insurance.**

a) You shall operate the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall maintain the Equipment in good operating condition and protect it from deterioration, normal wear and tear excepted.

b) You shall not permit any physical alteration or modification of the Equipment, or change the installation site of the Equipment, without our prior written consent.

c) You shall not create, incur, assume or allow any consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment without our prior written consent.

d) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all permits required to operate the Equipment at your facility.

e) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.

f) The Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment evidencing our ownership.

g) You agree that all Equipment returns shall be to TASQ Technology, 1169 Canton Road, Marietta, GA., 30066, be done in a manner that can be tracked, and shall have Lease number referenced on the return packaging. You understand and agree that your failure to return the Equipment in the manner noted above will delay our receipt of the return and possibly result in you being charged the then fair market value of the Equipment, or \$100 should the Equipment be received with excessive wear and tear.

h) You shall keep the Equipment adequately insured against loss by fire, theft, and all other hazards.

i) You shall provide proof of insurance as evidenced by a certificate naming First Data Merchant Services LLC as a loss payee under your insurance policy. The loss, destruction, theft or damage of or to the Equipment shall not relieve you from your obligation to pay the full purchase price or total monthly lease charges hereunder.

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13. **Title to Equipment.** We at all times retain title to the Equipment unless we agree otherwise in writing. You agree to execute and deliver to us any statement or instrument that we may request to confirm or evidence our ownership of the Equipment, and you irrevocably appoint us as your attorney in fact to execute and file the same in your name and on your behalf. If a court determines that the leasing transaction contemplated by this Agreement does not constitute a financing and is not a lease of the Equipment, then we shall be deemed to have a first lien security interest on the Equipment as of the date of this Agreement, and you will execute such documentation as we may request to evidence such security interest.

14. **Software License.** We retain all ownership and copyright interest in and to all computer software, related documentation, technology, know how and processes embodied in or provided in connection with the Equipment other than those owned or licensed by the manufacturer of the Equipment (collectively "Software"). Any rights to use the Software other than those owned or licensed by the manufacturer of the Equipment are described in this Lease Agreement. You shall have only a nonexclusive license to use the Software owned or licensed by the manufacturer of the Equipment in your operation of the Equipment.

15. **Indemnification.** You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses, (including attorneys' fees) resulting from (a) the operation, use, condition, liens against, or return of the Equipment or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

16. **Assignment.** You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Agreement, any transfer of voting control of you or your parent shall be considered an assignment or transfer hereof. We may assign or transfer this Agreement and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent.

17. **Notices.** All notices must be in writing, if to you at your address appearing on the cover page of this Agreement and if to us at 4000 Coral Ridge Drive, Coral Springs, Florida, 33065. Attn: Lease Department, and shall be deemed to have been given (i) if sent by mail or courier, upon the earlier of five (5) days after mailing or when actually received or, in the case of courier, when delivered, and (ii) if sent by facsimile machine, when the courier confirmation copy is actually received. Notice given in any other manner shall be effective when actually received, if to you at the address appearing on the cover page of this Agreement or by any electronic means, including but not limited to the email address you have provided on the cover page of the Agreement. Notices sent to the Merchant's last known address, as indicated in our records, shall constitute effective notice to the Merchant under this Agreement. Customer Service toll free number 1 877 257 2094.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings and can be changed only by a written agreement signed by all parties. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

**PERSONAL GUARANTY**

Undersigned unconditionally guarantees performance of this Equipment Lease Agreement by Lessee and payment of all sums due hereunder in the event of default, hereby waiving any modification, amendment or extension and notice thereof, and further agrees to the terms of this Equipment Lease Agreement insofar as they apply to the undersigned as guarantor.

|   |                   |                       |                   |                       |
|---|-------------------|-----------------------|-------------------|-----------------------|
| <b>X</b>  | , an Individual   | <b>RICHARD MORGAN</b> | <b>2487563498</b> | <b>3/9/2018</b>       |
| Personal Guarantor's Signature (No Title Allowed) |                   | Print Name            | Home Phone Number | Date                  |
| <b>20940 TURNBERRY BLVD</b>                       | <b>NORTHVILLE</b> | <b>MI 48167</b>       | <b>xx/xx/xx</b>   | <b>XXXXX4750</b>      |
| Home Address                                      | City              | State                 | Zip Code          | DOB Social Security # |

Scott Judge

BDEN

Merchant ID

Sales Rep. Name

Sales ID

**MERCHANT INFORMATION**

|   |                |                       |        |                              |            |
|---|----------------|-----------------------|--------|------------------------------|------------|
| BODY CONTOUR VENT   |                | LIGHTRX BIRMINGHAM    |        |                              |            |
| Corporate Business Name   |                | DBA Name              |        |                              |            |
| 33466 WOODWARD AVE  | Birmingham     | USA                   | MI     | 48009                        | 2483855982 |
| Business Address  |                | City                  | County | State                        | Zip Code   |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Non Profit |                | Business Phone Number |        |                              |            |
| Business Type   |                | Tax ID#               |        | Years in Business            |            |
| 33466 WOODWARD AVE  | Birmingham     | MI                    | 48009  |                              |            |
| Billing Address (if different than above)   |                | City                  | State  | Zip Code                     |            |
| BANK OF AMERICA NA  | XXXXX805       | XXXXX336              |        |                              |            |
| Bank Name   | Routing Number | Account Number        |        | (Provide copy of Void Check) |            |

**DESCRIPTION OF LEASED EQUIPMENT**

| Equipment Type     | Quantity | Unit price w/o tax | Equipment Type | Quantity | Unit price w/o tax |
|--------------------|----------|--------------------|----------------|----------|--------------------|
| Clover Flex Bundle | 1        | \$ 47.93           |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |

**SCHEDULE OF PAYMENTS**

|  |   |  |
|--|---|--|
| Payable at Lease Signing (amounts without tax)<br><input type="checkbox"/> Advance Payments \$ _____<br><input type="checkbox"/> Security Deposit \$ _____<br><input type="checkbox"/> _____ \$ _____<br><b>TOTAL \$ 47.93</b> | Annual Tax Handling Fee:<br><input type="checkbox"/> AL, AR, CA, CT, GA, IN, KY, LA, MS, MO, NE, NV, NM, NC, OK, OR, RI, SC, TN, TX, VT, VA, WA, WV, WI, WY \$ <b>30.20</b><br><input checked="" type="checkbox"/> All other states \$ <b>10.20</b> | Lease Term: <u>36</u> (in months)<br>Total Monthly Lease Charge: (total unit price without tax) \$ <u>47.93</u><br>Total Cost to Lease: (without tax) \$ <u>1,725.48</u> |
| Additional Monthly Charges:<br><input type="checkbox"/> Term. Maintenance Fees: \$ _____<br><input type="checkbox"/> _____ \$ _____  | Option to purchase: If you wish to buyout the equipment please contact 1-877-257-2094 to obtain the cost.<br>Approx. Date of First ACH Payment: _____ Approx. Amount of First ACH Payment: \$ <u>.00</u>  |  |

This Equipment Lease Agreement ("Agreement") is being entered into by and between First Data Merchant Services LLC and the Lessee identified in the signature panel of this Agreement. In this Agreement, the words "we," "our" and "us" refer to First Data Merchant Services LLC and its successors and assigns and the words "you" and "your" refer to Lessee and its permitted successors and assigns. This Equipment Lease Agreement may be a factor in the pricing you are receiving for processing services provided by us.

- Effective Date, Term and Interim Rent.**  
 a) This Agreement becomes effective on the date we deliver any piece of Equipment to you (the "Delivery Date"). This Agreement remains in effect until all of your obligations and all of our obligations under it have been satisfied. We will deliver the Equipment to the site designated by you.  
 b) **Term:** The term of this Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us represented by our delivery of Equipment to you (the "Commencement Date"), and continues for the number of months indicated above in the Lease Term. **YOU AGREE THIS AGREEMENT IS A NON CANCELLABLE COMMITMENT BY YOU TO LEASE THE EQUIPMENT IDENTIFIED HEREIN FOR THE ENTIRE LEASE TERM INDICATED ABOVE.** You agree to pay all amounts due during the Lease Term and confirm upon execution the Lease Term is specifically defined as written above.  
 c) You agree to pay an Interim Lease Payment in the amount of one thirtieth (1/30th) of the monthly lease charge for each day from and including the Delivery Date until the date preceding the Commencement Date.
- Authorization.** Lessee hereby authorizes us or our designees, successors or assigns (hereinafter "Lessor") to withdraw any amounts including any and all sales taxes now due or hereinafter imposed, owed by Lessee in conjunction with this Agreement by initiating debit entries to Lessee's account at the bank named above (hereinafter "Bank"), or such other bank as the Lessee may from time to time use. In the event of default of Lessee's obligation hereunder, Lessee authorizes debit of its account for the full amount due under this Agreement. Further, Lessee authorizes Bank to accept and to charge any debit entries initiated by Lessor to Lessee's account. In the event that Lessor withdraws funds erroneously from Lessee's account, Lessee authorizes Lessor to credit Lessee's account for an amount not to exceed the original amount of the debit. This authorization is to remain in full force and effect until Lessor and Bank have received written notice from Lessee of its termination in such time and in such manner as to afford Lessor and Bank a reasonable opportunity to act.
- Default; Remedies.**  
 a) If any debit of your bank account initiated by us is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision of this Agreement or any agreement with any of our affiliates, alliances or joint ventures, any such event shall be a default hereunder. Without limiting the foregoing, any default by you under a Merchant Processing Agreement ("MPA") with us or with an alliance or joint venture to which we are a party may be treated as a default under this Agreement. Such a default would include a default resulting from early termination of the MPA, if applicable. For fees that may be applicable upon payment default, please see paragraph 10.  
 b) Upon the occurrence of any default, we may at our option, effective immediately without notice, either (i) terminate this Agreement and our future obligations under this Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, or (ii) accelerate the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term. If Equipment has not been returned this accelerated amount shall include the then fair market value of the Equipment (as determined in good faith by us). This acceleration of payments is not a penalty but liquidated damages for our loss of the bargain. Upon any such termination for default, we may proceed in any lawful manner to obtain satisfaction of the amounts owed to us and, if applicable, our recovery of the Equipment, including entering onto your premises to recover the Equipment. In addition, you shall also be responsible for our costs of collection, court costs and reasonable attorneys' fees, as well as applicable shipping, repair and refurbishing costs of recovered Equipment. You agree that we shall be entitled to recover any amounts due to us under this Agreement by charging your bank account or any other funds of yours that come into our possession or control, or within the possession or control of our affiliates, alliances or joint ventures, or by setting off amounts that you owe to us against any amounts we may owe to you, without notifying you prior to doing so. Without limiting the foregoing, you agree that we are entitled to recover amounts owed to us under this Agreement by obtaining directly from an alliance or joint venture

**LEASE ACCEPTANCE**

Undersigned agrees to all terms and conditions contained in this Equipment Lease Agreement. Lessee authorizes First Data Merchant Services LLC or its agents, to request and obtain from a consumer reporting agency personal and business consumer reports. Each of the undersigned authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us. **THIS LEASE IS A NON-CANCELLABLE COMMITMENT BY YOU FOR THE FULL LEASE TERM INDICATED HEREIN.** By executing the below, Lessee confirms that the Lease Term is filled in above. Any attempt by you to terminate this commitment prior to the end of the Lease Term, entitles First Data Merchant Services LLC to all rights and remedies set forth in paragraph 3 including acceleration of the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term.

|  |            |                |          |
|--|------------|----------------|----------|
| DocuSigned by:<br><b>X</b> <u>RICHARD MORGAN</u><br>Lessee F685F3FC301C42B | Member LLC | RICHARD MORGAN | 3/9/2018 |
|  | Title      | Print Name     | Date     |

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 to which we are a party and with which you have entered into a MPA any funds held or available as security for payment under the terms of the MPA, including funds available under the "Reserve Account; Security Interest" section of the MPA, if applicable.

4. **Return or Purchase of Equipment at End of Lease Period.** Upon the completion of your Lease Term the Agreement shall continue on a month to month basis. There is no obligation to continue the lease after the Lease Term ends. At the end of your Lease Term, you will have the option to: (a) return the Equipment to us; (b) purchase the Equipment from us for the lesser of fair market value at the time (as determined in good faith by us), or an amount equal to ten percent (10%) of the total lease payments under this Lease Agreement with respect to each item of Equipment; or (c) as noted, rent the Equipment on a month to month basis at the existing monthly lease payment. In the absence of an affirmative election by you to return or purchase the Equipment, (c) will apply and this Agreement will continue on a month to month basis at the existing monthly lease payment. After the end of the Lease Term, if you do not want to continue to rent the Equipment on a month to month basis, then you will be obligated to provide Lessor with notice of that choice prior to the end of the Lease Term and advise whether you will return the Equipment to Lessor or purchase the Equipment, which price Lessor shall provide to you upon receipt of the notification. If you fail to provide such notice at least 30 days prior to the end of the Lease Term, you acknowledge that Lessor may not have time to suspend billing due for the next month's lease charge. If we terminate this Agreement pursuant to paragraph 3 due to a default by you, then you shall immediately return the Equipment to us at the address set forth in paragraph 11 no later than the tenth Business Day after termination, or remit to us the fair market value of the Equipment which amount we shall provide after good faith determination. We may collect any amounts due to us under this paragraph 4 by debiting your Settlement Account, and to the extent we are unable to obtain full satisfaction in this manner, you agree to pay the amounts owed to us promptly upon our request.

5. **Limitation on Liability.** We are not liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment, including any damage or injury to persons or property caused by the Equipment. We are not liable for the use or maintenance of the Equipment, its failure to operate, any repairs or service to it, or by any interruption of service or loss of use of the Equipment or resulting loss of business. Our liability arising out of or in any way connected with this Agreement shall not exceed the aggregate lease amount paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Agreement are your sole and exclusive remedies.

6. **Governing Law; Dispute Resolution; Miscellaneous.** This Agreement shall be governed by and will be construed in accordance with the laws of the State of New York (without applying its conflicts of laws principles). We have substantial facilities in the State of New York and many of the services provided under this Agreement are provided from these facilities. The exclusive venue for any actions or claims arising under or related to this Agreement shall be the appropriate state or federal court located in Suffolk County New York. If any part of this Agreement is not enforceable, the remaining provisions will remain valid and enforceable.

7. **Equipment and Software.**

a) We agree to lease to you and you agree to lease from us the equipment identified on the first page of this Agreement or such other comparable equipment we provide you (the "Equipment"), according to the terms and conditions of this Agreement. We are providing the Equipment to you "as is" and make no representations or warranties of any kind as to the suitability of the Equipment for any particular purpose.  
 b) YOU ACKNOWLEDGE THAT THE EQUIPMENT YOU LEASE UNDER THIS LEASE AGREEMENT MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS AND THAT WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH EQUIPMENT COMPATIBLE IN THE EVENT THAT YOU ELECT TO USE ANOTHER SERVICE PROVIDER. UPON TERMINATION OF YOUR MERCHANT PROCESSING AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT LEASED UNDER THIS LEASE AGREEMENT WITH SAID SERVICE PROVIDER.

8. **Warranties**

a) All warranties express or implied, made to you or any other person are hereby disclaimed including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular use, quiet enjoyment, or infringement.  
 b) You warrant that you will only use the Equipment for commercial purposes and will not use the Equipment for any household or personal purposes.  
 c) Leased Equipment is warranted against material defects for the life of the lease. This warranty does not include damage to the Equipment resulting from accident or misuse or any other breach of the Agreement. If the Equipment should become defective within the warranty period, Banc of America Merchant Services, LLC will replace it free of charge (except that appropriate shipping charges may apply).

9. **Lease Guaranty.** No guarantor shall have any right of subrogation to any of our rights in the Equipment or this Lease or against you, and any such right of subrogation is hereby waived and released. All indebtedness that exists now or arises after the execution of this Agreement between you and any guarantor is hereby subordinated to all of your present and future obligations, and those of your guarantor, to us, and no payment shall be made or accepted on such indebtedness due to you from a guarantor until the obligations due to us are paid and satisfied in full.

10. **Payment of Amounts Due, Administrative and Collection Fees.**

a)

| SCHEDULE OF FEES         |        |                     |        |
|--------------------------|--------|---------------------|--------|
| Default Fees             | Amount | Administrative Fees | Amount |
| NSF Fee                  | \$10   | Upgrade Fee         | \$50   |
| Collection Fee           | \$25   | Assumption Fee      | \$150  |
| Late Fee                 | \$10   | Lease Copy Fee      | \$7    |
| Collection Invoicing Fee | \$7    |                     |        |

b) The monthly lease charge is due and payable on the same day of each successive month thereafter of the Lease Term for each piece of lease Equipment. You agree to pay all assessed costs for delivery and installation of Equipment.

c) In addition to the monthly lease charge, you shall pay, or reimburse us for, amounts equal to any taxes or assessments on or arising out of this Agreement or the Equipment, and related supplies or any

services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise tax, exclusive, however, of taxes based on our net income. Reimbursement of property tax calculation is based on an average tax rate.

d) Your lease payments will be due despite dissatisfaction for any reason with the Equipment or related processing services.

e) Whenever any payment is not made by you in full when due, you shall pay us a late fee of \$10.00 for each month during which it remains unpaid but in no event more than the maximum permitted by law. You shall also pay to us a NSF fee of \$10.00 for any debit we attempt to make against your bank account that is for any reason rejected, but in no event more than the maximum amount permitted by law.

f) In the event your account is placed into collections for past due lease amounts, you agree that we can recover a collection expense fee of \$25 for each aggregate payment requiring a collection effort, but in no event more than the maximum amount permitted by law.

11. **Use and Return of Equipment; Insurance.**

a) You shall operate the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall maintain the Equipment in good operating condition and protect it from deterioration, normal wear and tear excepted.

b) You shall not permit any physical alteration or modification of the Equipment, or change the installation site of the Equipment, without our prior written consent.

c) You shall not create, incur, assume or allow any consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment without our prior written consent.

d) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all permits required to operate the Equipment at your facility.

e) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.

f) The Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment evidencing our ownership.

g) You agree that all Equipment returns shall be to TASQ Technology, 1169 Canton Road, Marietta, GA., 30066, be done in a manner that can be tracked, and shall have Lease number referenced on the return packaging. You understand and agree that your failure to return the Equipment in the manner noted above will delay our receipt of the return and possibly result in you being charged the then fair market value of the Equipment, or \$100 should the Equipment be received with excessive wear and tear.

h) You shall keep the Equipment adequately insured against loss by fire, theft, and all other hazards.

i) You shall provide proof of insurance as evidenced by a certificate naming First Data Merchant Services LLC as a loss payee under your insurance policy. The loss, destruction, theft or damage of or to the Equipment shall not relieve you from your obligation to pay the full purchase price or total monthly lease charges hereunder.

12. **Site Preparation.** You will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date.

13. **Title to Equipment.** We at all times retain title to the Equipment unless we agree otherwise in writing. You agree to execute and deliver to us any statement or instrument that we may request to confirm or evidence our ownership of the Equipment, and you irrevocably appoint us as your attorney in fact to execute and file the same in your name and on your behalf. If a court determines that the leasing transaction contemplated by this Agreement does not constitute a financing and is not a lease of the Equipment, then we shall be deemed to have a first lien security interest on the Equipment as of the date of this Agreement, and you will execute such documentation as we may request to evidence such security interest.

14. **Software License.** We retain all ownership and copyright interest in and to all computer software, related documentation, technology, know how and processes embodied in or provided in connection with the Equipment other than those owned or licensed by the manufacturer of the Equipment (collectively "Software"). Any rights to use the Software other than those owned or licensed by the manufacturer of the Equipment are described in this Lease Agreement. You shall have only a nonexclusive license to use the Software owned or licensed by the manufacturer of the Equipment in your operation of the Equipment.

15. **Indemnification.** You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses, (including attorneys' fees) resulting from (a) the operation, use, condition, liens against, or return of the Equipment or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

16. **Assignment.** You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Agreement, any transfer of voting control of you or your parent shall be considered an assignment or transfer hereof. We may assign or transfer this Agreement and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent.

17. **Notices.** All notices must be in writing, if to you at your address appearing on the cover page of this Agreement and if to us at 4000 Coral Ridge Drive, Coral Springs, Florida, 33065. Attn: Lease Department, and shall be deemed to have been given (i) if sent by mail or courier, upon the earlier of five (5) days after mailing or when actually received or, in the case of courier, when delivered, and (ii) if sent by facsimile machine, when the courier confirmation copy is actually received. Notice given in any other manner shall be effective when actually received, if to you at the address appearing on the cover page of this Agreement or by any electronic means, including but not limited to the email address you have provided on the cover page of the Agreement. Notices sent to the Merchant's last known address, as indicated in our records, shall constitute effective notice to the Merchant under this Agreement. Customer Service toll free number 1 877 257 2094.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings and can be changed only by a written agreement signed by all parties. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

**PERSONAL GUARANTY**

Undersigned unconditionally guarantees performance of this Equipment Lease Agreement by Lessee and payment of all sums due hereunder in the event of default, hereby waiving any modification, amendment or extension and notice thereof, and further agrees to the terms of this Equipment Lease Agreement insofar as they apply to the undersigned as guarantor.

|   |                   |                       |                   |                       |
|---|-------------------|-----------------------|-------------------|-----------------------|
| <b>X</b>  | , an Individual   | <b>RICHARD MORGAN</b> | <b>2487563498</b> | <b>3/9/2018</b>       |
| Personal Guarantor's Signature (No Title Allowed) |                   | Print Name            | Home Phone Number | Date                  |
| <b>20940 TURNBERRY BLVD</b>                       | <b>NORTHVILLE</b> | <b>MI 48167</b>       | <b>xx/xx/xx</b>   | <b>XXXXX4750</b>      |
| Home Address                                      | City              | State                 | Zip Code          | DOB Social Security # |



Scott Judge

BDEN

Merchant ID

Sales Rep. Name

Sales ID

**MERCHANT INFORMATION**

|   |          |                       |                |                   |                              |
|---|----------|-----------------------|----------------|-------------------|------------------------------|
| BODY CONTOUR VENT   |          | LIGHTRX BRIGHTON      |                |                   |                              |
| Corporate Business Name   |          | DBA Name              |                |                   |                              |
| 101 BROOKSIDE LN STE F  | BRIGHTON | USA                   | MI             | 48116             | 8106263533                   |
| Business Address  |          | City                  | County         | State             | Zip Code                     |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Non Profit |          | Business Phone Number |                |                   |                              |
| Business Type   |          | Tax ID#               |                | Years in Business |                              |
| 101 BROOKSIDE LN STE F  |          | BRIGHTON              |                | MI 48116          |                              |
| Billing Address (if different than above)   |          | City                  | State          | Zip Code          |                              |
| BANK OF AMERICA NA  |          | XXXXX805              | XXXXX365       |                   |                              |
| Bank Name   |          | Routing Number        | Account Number |                   | (Provide copy of Void Check) |

**DESCRIPTION OF LEASED EQUIPMENT**

| Equipment Type     | Quantity | Unit price w/o tax | Equipment Type | Quantity | Unit price w/o tax |
|--------------------|----------|--------------------|----------------|----------|--------------------|
| Clover Flex Bundle | 1        | \$ 47.93           |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |

**SCHEDULE OF PAYMENTS**

|  |   |  |
|--|---|--|
| Payable at Lease Signing (amounts without tax)<br><input type="checkbox"/> Advance Payments \$ _____<br><input type="checkbox"/> Security Deposit \$ _____<br><input type="checkbox"/> _____ \$ _____<br><b>TOTAL \$ 47.93</b> | Annual Tax Handling Fee:<br><input type="checkbox"/> AL, AR, CA, CT, GA, IN, KY, LA, MS, MO, NE, NV, NM, NC, OK, OR, RI, SC, TN, TX, VT, VA, WA, WV, WI, WY \$ <b>30.20</b><br><input checked="" type="checkbox"/> All other states \$ <b>10.20</b> | Lease Term: <u>36</u> (in months)<br>Total Monthly Lease Charge: (total unit price without tax) \$ <u>47.93</u><br>Total Cost to Lease: (without tax) \$ <u>1,725.48</u> |
| Additional Monthly Charges:<br><input type="checkbox"/> Term. Maintenance Fees: \$ _____<br><input type="checkbox"/> _____ \$ _____  | Option to purchase: If you wish to buyout the equipment please contact 1-877-257-2094 to obtain the cost.<br>Approx. Date of First ACH Payment: _____      Approx. Amount of First ACH Payment: \$ <u>.00</u>                                       |  |

This Equipment Lease Agreement ("Agreement") is being entered into by and between First Data Merchant Services LLC and the Lessee identified in the signature panel of this Agreement. In this Agreement, the words "we," "our" and "us" refer to First Data Merchant Services LLC and its successors and assigns and the words "you" and "your" refer to Lessee and its permitted successors and assigns. This Equipment Lease Agreement may be a factor in the pricing you are receiving for processing services provided by us.

- Effective Date, Term and Interim Rent.**  
 a) This Agreement becomes effective on the date we deliver any piece of Equipment to you (the "Delivery Date"). This Agreement remains in effect until all of your obligations and all of our obligations under it have been satisfied. We will deliver the Equipment to the site designated by you.  
 b) **Term:** The term of this Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us represented by our delivery of Equipment to you (the "Commencement Date"), and continues for the number of months indicated above in the Lease Term. **YOU AGREE THIS AGREEMENT IS A NON CANCELLABLE COMMITMENT BY YOU TO LEASE THE EQUIPMENT IDENTIFIED HEREIN FOR THE ENTIRE LEASE TERM INDICATED ABOVE.** You agree to pay all amounts due during the Lease Term and confirm upon execution the Lease Term is specifically defined as written above.  
 c) You agree to pay an Interim Lease Payment in the amount of one thirtieth (1/30th) of the monthly lease charge for each day from and including the Delivery Date until the date preceding the Commencement Date.
- Authorization.** Lessee hereby authorizes us or our designees, successors or assigns (hereinafter "Lessor") to withdraw any amounts including any and all sales taxes now due or hereinafter imposed, owed by Lessee in conjunction with this Agreement by initiating debit entries to Lessee's account at the bank named above (hereinafter "Bank"), or such other bank as the Lessee may from time to time use. In the event of default of Lessee's obligation hereunder, Lessee authorizes debit of its account for the full amount due under this Agreement. Further, Lessee authorizes Bank to accept and to charge any debit entries initiated by Lessor to Lessee's account. In the event that Lessor withdraws funds erroneously from Lessee's account, Lessee authorizes Lessor to credit Lessee's account for an amount not to exceed the original amount of the debit. This authorization is to remain in full force and effect until Lessor and Bank have received written notice from Lessee of its termination in such time and in such manner as to afford Lessor and Bank a reasonable opportunity to act.
- Default; Remedies.**  
 a) If any debit of your bank account initiated by us is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision of this Agreement or any agreement with any of our affiliates, alliances or joint ventures, any such event shall be a default hereunder. Without limiting the foregoing, any default by you under a Merchant Processing Agreement ("MPA") with us or with an alliance or joint venture to which we are a party may be treated as a default under this Agreement. Such a default would include a default resulting from early termination of the MPA, if applicable. For fees that may be applicable upon payment default, please see paragraph 10.  
 b) Upon the occurrence of any default, we may at our option, effective immediately without notice, either (i) terminate this Agreement and our future obligations under this Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, or (ii) accelerate the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term. If Equipment has not been returned this accelerated amount shall include the then fair market value of the Equipment (as determined in good faith by us). This acceleration of payments is not a penalty but liquidated damages for our loss of the bargain. Upon any such termination for default, we may proceed in any lawful manner to obtain satisfaction of the amounts owed to us and, if applicable, our recovery of the Equipment, including entering onto your premises to recover the Equipment. In addition, you shall also be responsible for our costs of collection, court costs and reasonable attorneys' fees, as well as applicable shipping, repair and refurbishing costs of recovered Equipment. You agree that we shall be entitled to recover any amounts due to us under this Agreement by charging your bank account or any other funds of yours that come into our possession or control, or within the possession or control of our affiliates, alliances or joint ventures, or by setting off amounts that you owe to us against any amounts we may owe to you, without notifying you prior to doing so. Without limiting the foregoing, you agree that we are entitled to recover amounts owed to us under this Agreement by obtaining directly from an alliance or joint venture

**LEASE ACCEPTANCE**

Undersigned agrees to all terms and conditions contained in this Equipment Lease Agreement. Lessee authorizes First Data Merchant Services LLC or its agents, to request and obtain from a consumer reporting agency personal and business consumer reports. Each of the undersigned authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us. **THIS LEASE IS A NON-CANCELLABLE COMMITMENT BY YOU FOR THE FULL LEASE TERM INDICATED HEREIN.** By executing the below, Lessee confirms that the Lease Term is filled in above. Any attempt by you to terminate this commitment prior to the end of the Lease Term, entitles First Data Merchant Services LLC to all rights and remedies set forth in paragraph 3 including acceleration of the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term.

|  |            |                |          |
|--|------------|----------------|----------|
| DocuSigned by:<br><b>X</b> <u>RICHARD MORGAN</u> | Member LLC | RICHARD MORGAN | 3/9/2018 |
|  | Title      | Print Name     | Date     |



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 to which we are a party and with which you have entered into a MPA any funds held or available as security for payment under the terms of the MPA, including funds available under the "Reserve Account; Security Interest" section of the MPA, if applicable.

4. **Return or Purchase of Equipment at End of Lease Period.** Upon the completion of your Lease Term the Agreement shall continue on a month to month basis. There is no obligation to continue the lease after the Lease Term ends. At the end of your Lease Term, you will have the option to: (a) return the Equipment to us; (b) purchase the Equipment from us for the lesser of fair market value at the time (as determined in good faith by us), or an amount equal to ten percent (10%) of the total lease payments under this Lease Agreement with respect to each item of Equipment; or (c) as noted, rent the Equipment on a month to month basis at the existing monthly lease payment. In the absence of an affirmative election by you to return or purchase the Equipment, (c) will apply and this Agreement will continue on a month to month basis at the existing monthly lease payment. After the end of the Lease Term, if you do not want to continue to rent the Equipment on a month to month basis, then you will be obligated to provide Lessor with notice of that choice prior to the end of the Lease Term and advise whether you will return the Equipment to Lessor or purchase the Equipment, which price Lessor shall provide to you upon receipt of the notification. If you fail to provide such notice at least 30 days prior to the end of the Lease Term, you acknowledge that Lessor may not have time to suspend billing due for the next month's lease charge. If we terminate this Agreement pursuant to paragraph 3 due to a default by you, then you shall immediately return the Equipment to us at the address set forth in paragraph 11 no later than the tenth Business Day after termination, or remit to us the fair market value of the Equipment which amount we shall provide after good faith determination. We may collect any amounts due to us under this paragraph 4 by debiting your Settlement Account, and to the extent we are unable to obtain full satisfaction in this manner, you agree to pay the amounts owed to us promptly upon our request.

5. **Limitation on Liability.** We are not liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment, including any damage or injury to persons or property caused by the Equipment. We are not liable for the use or maintenance of the Equipment, its failure to operate, any repairs or service to it, or by any interruption of service or loss of use of the Equipment or resulting loss of business. Our liability arising out of or in any way connected with this Agreement shall not exceed the aggregate lease amount paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Agreement are your sole and exclusive remedies.

6. **Governing Law; Dispute Resolution; Miscellaneous.** This Agreement shall be governed by and will be construed in accordance with the laws of the State of New York (without applying its conflicts of laws principles). We have substantial facilities in the State of New York and many of the services provided under this Agreement are provided from these facilities. The exclusive venue for any actions or claims arising under or related to this Agreement shall be the appropriate state or federal court located in Suffolk County New York. If any part of this Agreement is not enforceable, the remaining provisions will remain valid and enforceable.

7. **Equipment and Software.**

a) We agree to lease to you and you agree to lease from us the equipment identified on the first page of this Agreement or such other comparable equipment we provide you (the "Equipment"), according to the terms and conditions of this Agreement. We are providing the Equipment to you "as is" and make no representations or warranties of any kind as to the suitability of the Equipment for any particular purpose.  
 b) YOU ACKNOWLEDGE THAT THE EQUIPMENT YOU LEASE UNDER THIS LEASE AGREEMENT MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS AND THAT WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH EQUIPMENT COMPATIBLE IN THE EVENT THAT YOU ELECT TO USE ANOTHER SERVICE PROVIDER. UPON TERMINATION OF YOUR MERCHANT PROCESSING AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT LEASED UNDER THIS LEASE AGREEMENT WITH SAID SERVICE PROVIDER.

8. **Warranties**

a) All warranties express or implied, made to you or any other person are hereby disclaimed including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular use, quiet enjoyment, or infringement.  
 b) You warrant that you will only use the Equipment for commercial purposes and will not use the Equipment for any household or personal purposes.  
 c) Leased Equipment is warranted against material defects for the life of the lease. This warranty does not include damage to the Equipment resulting from accident or misuse or any other breach of the Agreement. If the Equipment should become defective within the warranty period, Banc of America Merchant Services, LLC will replace it free of charge (except that appropriate shipping charges may apply).

9. **Lease Guaranty.** No guarantor shall have any right of subrogation to any of our rights in the Equipment or this Lease or against you, and any such right of subrogation is hereby waived and released. All indebtedness that exists now or arises after the execution of this Agreement between you and any guarantor is hereby subordinated to all of your present and future obligations, and those of your guarantor, to us, and no payment shall be made or accepted on such indebtedness due to you from a guarantor until the obligations due to us are paid and satisfied in full.

10. **Payment of Amounts Due, Administrative and Collection Fees.**

a)

| <b>SCHEDULE OF FEES</b>  |               |                            |               |
|--------------------------|---------------|----------------------------|---------------|
| <b>Default Fees</b>      | <b>Amount</b> | <b>Administrative Fees</b> | <b>Amount</b> |
| NSF Fee                  | \$10          | Upgrade Fee                | \$50          |
| Collection Fee           | \$25          | Assumption Fee             | \$150         |
| Late Fee                 | \$10          | Lease Copy Fee             | \$7           |
| Collection Invoicing Fee | \$7           |                            |               |

b) The monthly lease charge is due and payable on the same day of each successive month thereafter of the Lease Term for each piece of lease Equipment. You agree to pay all assessed costs for delivery and installation of Equipment.

c) In addition to the monthly lease charge, you shall pay, or reimburse us for, amounts equal to any taxes or assessments on or arising out of this Agreement or the Equipment, and related supplies or any

services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise tax, exclusive, however, of taxes based on our net income. Reimbursement of property tax calculation is based on an average tax rate.

d) Your lease payments will be due despite dissatisfaction for any reason with the Equipment or related processing services.

e) Whenever any payment is not made by you in full when due, you shall pay us a late fee of \$10.00 for each month during which it remains unpaid but in no event more than the maximum permitted by law. You shall also pay to us a NSF fee of \$10.00 for any debit we attempt to make against your bank account that is for any reason rejected, but in no event more than the maximum amount permitted by law.

f) In the event your account is placed into collections for past due lease amounts, you agree that we can recover a collection expense fee of \$25 for each aggregate payment requiring a collection effort, but in no event more than the maximum amount permitted by law.

11. **Use and Return of Equipment; Insurance.**

a) You shall operate the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall maintain the Equipment in good operating condition and protect it from deterioration, normal wear and tear excepted.

b) You shall not permit any physical alteration or modification of the Equipment, or change the installation site of the Equipment, without our prior written consent.

c) You shall not create, incur, assume or allow any consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment without our prior written consent.

d) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all permits required to operate the Equipment at your facility.

e) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.

f) The Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment evidencing our ownership.

g) You agree that all Equipment returns shall be to TASQ Technology, 1169 Canton Road, Marietta, GA., 30066, be done in a manner that can be tracked, and shall have Lease number referenced on the return packaging. You understand and agree that your failure to return the Equipment in the manner noted above will delay our receipt of the return and possibly result in you being charged the then fair market value of the Equipment, or \$100 should the Equipment be received with excessive wear and tear.

h) You shall keep the Equipment adequately insured against loss by fire, theft, and all other hazards.

i) You shall provide proof of insurance as evidenced by a certificate naming First Data Merchant Services LLC as a loss payee under your insurance policy. The loss, destruction, theft or damage of or to the Equipment shall not relieve you from your obligation to pay the full purchase price or total monthly lease charges hereunder.

12. **Site Preparation.** You will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date.

13. **Title to Equipment.** We at all times retain title to the Equipment unless we agree otherwise in writing. You agree to execute and deliver to us any statement or instrument that we may request to confirm or evidence our ownership of the Equipment, and you irrevocably appoint us as your attorney in fact to execute and file the same in your name and on your behalf. If a court determines that the leasing transaction contemplated by this Agreement does not constitute a financing and is not a lease of the Equipment, then we shall be deemed to have a first lien security interest on the Equipment as of the date of this Agreement, and you will execute such documentation as we may request to evidence such security interest.

14. **Software License.** We retain all ownership and copyright interest in and to all computer software, related documentation, technology, know how and processes embodied in or provided in connection with the Equipment other than those owned or licensed by the manufacturer of the Equipment (collectively "Software"). Any rights to use the Software other than those owned or licensed by the manufacturer of the Equipment are described in this Lease Agreement. You shall have only a nonexclusive license to use the Software owned or licensed by the manufacturer of the Equipment in your operation of the Equipment.

15. **Indemnification.** You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses, (including attorneys' fees) resulting from (a) the operation, use, condition, liens against, or return of the Equipment or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

16. **Assignment.** You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Agreement, any transfer of voting control of you or your parent shall be considered an assignment or transfer hereof. We may assign or transfer this Agreement and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent.

17. **Notices.** All notices must be in writing, if to you at your address appearing on the cover page of this Agreement and if to us at 4000 Coral Ridge Drive, Coral Springs, Florida, 33065. Attn: Lease Department, and shall be deemed to have been given (i) if sent by mail or courier, upon the earlier of five (5) days after mailing or when actually received or, in the case of courier, when delivered, and (ii) if sent by facsimile machine, when the courier confirmation copy is actually received. Notice given in any other manner shall be effective when actually received, if to you at the address appearing on the cover page of this Agreement or by any electronic means, including but not limited to the email address you have provided on the cover page of the Agreement. Notices sent to the Merchant's last known address, as indicated in our records, shall constitute effective notice to the Merchant under this Agreement. Customer Service toll free number 1 877 257 2094.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings and can be changed only by a written agreement signed by all parties. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

**PERSONAL GUARANTY**

Undersigned unconditionally guarantees performance of this Equipment Lease Agreement by Lessee and payment of all sums due hereunder in the event of default, hereby waiving any modification, amendment or extension and notice thereof, and further agrees to the terms of this Equipment Lease Agreement insofar as they apply to the undersigned as guarantor.

|   |                   |                       |                   |                       |
|---|-------------------|-----------------------|-------------------|-----------------------|
| <b>X</b>  | , an Individual   | <b>RICHARD MORGAN</b> | <b>2487563498</b> | <b>3/9/2018</b>       |
| Personal Guarantor's Signature (No Title Allowed) |                   | Print Name            | Home Phone Number | Date                  |
| <b>20940 TURNBERRY BLVD</b>                       | <b>NORTHVILLE</b> | <b>MI 48167</b>       | <b>xx/xx/xx</b>   | <b>XXXXX4750</b>      |
| Home Address                                      | City              | State                 | Zip Code          | DOB Social Security # |

Scott Judge

BDEN

Merchant ID

Sales Rep. Name

Sales ID

**MERCHANT INFORMATION**

|   |                |                       |        |                              |            |
|---|----------------|-----------------------|--------|------------------------------|------------|
| BODY CONTOUR VENT   |                | LIGHTRX CANTON        |        |                              |            |
| Corporate Business Name   |                | DBA Name              |        |                              |            |
| 42015 FORD RD   | CANTON         | USA                   | MI     | 48188                        | 7343578280 |
| Business Address  |                | City                  | County | State                        | Zip Code   |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Non Profit |                | Business Phone Number |        |                              |            |
| Business Type   |                | Tax ID#               |        | Years in Business            |            |
| 42015 FORD RD   | CANTON         | MI                    | 48188  |                              |            |
| Billing Address (if different than above)   |                | City                  | State  | Zip Code                     |            |
| BANK OF AMERICA NA  | XXXXX805       | XXXXX394              |        |                              |            |
| Bank Name   | Routing Number | Account Number        |        | (Provide copy of Void Check) |            |

**DESCRIPTION OF LEASED EQUIPMENT**

| Equipment Type     | Quantity | Unit price w/o tax | Equipment Type | Quantity | Unit price w/o tax |
|--------------------|----------|--------------------|----------------|----------|--------------------|
| Clover Flex Bundle | 1        | \$ 47.93           |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |

**SCHEDULE OF PAYMENTS**

|  |   |  |
|--|---|--|
| Payable at Lease Signing (amounts without tax)<br><input type="checkbox"/> Advance Payments \$ _____<br><input type="checkbox"/> Security Deposit \$ _____<br><input type="checkbox"/> _____ \$ _____<br><b>TOTAL \$ 47.93</b> | Annual Tax Handling Fee:<br><input type="checkbox"/> AL, AR, CA, CT, GA, IN, KY, LA, MS, MO, NE, NV, NM, NC, OK, OR, RI, SC, TN, TX, VT, VA, WA, WV, WI, WY \$ <b>30.20</b><br><input checked="" type="checkbox"/> All other states \$ <b>10.20</b> | Lease Term: <u>36</u> (in months)<br>Total Monthly Lease Charge: (total unit price without tax) \$ <u>47.93</u><br>Total Cost to Lease: (without tax) \$ <u>1,725.48</u> |
| Additional Monthly Charges:<br><input type="checkbox"/> Term. Maintenance Fees: \$ _____<br><input type="checkbox"/> _____ \$ _____  | Option to purchase: If you wish to buyout the equipment please contact 1-877-257-2094 to obtain the cost.   |  |
| Approx. Date of First ACH Payment: _____   |   | Approx. Amount of First ACH Payment: \$ <u>.00</u>   |

This Equipment Lease Agreement ("Agreement") is being entered into by and between First Data Merchant Services LLC and the Lessee identified in the signature panel of this Agreement. In this Agreement, the words "we," "our" and "us" refer to First Data Merchant Services LLC and its successors and assigns and the words "you" and "your" refer to Lessee and its permitted successors and assigns. This Equipment Lease Agreement may be a factor in the pricing you are receiving for processing services provided by us.

- Effective Date, Term and Interim Rent.**  
 a) This Agreement becomes effective on the date we deliver any piece of Equipment to you (the "Delivery Date"). This Agreement remains in effect until all of your obligations and all of our obligations under it have been satisfied. We will deliver the Equipment to the site designated by you.  
 b) **Term:** The term of this Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us represented by our delivery of Equipment to you (the "Commencement Date"), and continues for the number of months indicated above in the Lease Term. **YOU AGREE THIS AGREEMENT IS A NON CANCELLABLE COMMITMENT BY YOU TO LEASE THE EQUIPMENT IDENTIFIED HEREIN FOR THE ENTIRE LEASE TERM INDICATED ABOVE.** You agree to pay all amounts due during the Lease Term and confirm upon execution the Lease Term is specifically defined as written above.  
 c) You agree to pay an Interim Lease Payment in the amount of one thirtieth (1/30th) of the monthly lease charge for each day from and including the Delivery Date until the date preceding the Commencement Date.
- Authorization.** Lessee hereby authorizes us or our designees, successors or assigns (hereinafter "Lessor") to withdraw any amounts including any and all sales taxes now due or hereinafter imposed, owed by Lessee in conjunction with this Agreement by initiating debit entries to Lessee's account at the bank named above (hereinafter "Bank"), or such other bank as the Lessee may from time to time use. In the event of default of Lessee's obligation hereunder, Lessee authorizes debit of its account for the full amount due under this Agreement. Further, Lessee authorizes Bank to accept and to charge any debit entries initiated by Lessor to Lessee's account. In the event that Lessor withdraws funds erroneously from Lessee's account, Lessee authorizes Lessor to credit Lessee's account for an amount not to exceed the original amount of the debit. This authorization is to remain in full force and effect until Lessor and Bank have received written notice from Lessee of its termination in such time and in such manner as to afford Lessor and Bank a reasonable opportunity to act.
- Default; Remedies.**  
 a) If any debit of your bank account initiated by us is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision of this Agreement or any agreement with any of our affiliates, alliances or joint ventures, any such event shall be a default hereunder. Without limiting the foregoing, any default by you under a Merchant Processing Agreement ("MPA") with us or with an alliance or joint venture to which we are a party may be treated as a default under this Agreement. Such a default would include a default resulting from early termination of the MPA, if applicable. For fees that may be applicable upon payment default, please see paragraph 10.  
 b) Upon the occurrence of any default, we may at our option, effective immediately without notice, either (i) terminate this Agreement and our future obligations under this Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, or (ii) accelerate the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term. If Equipment has not been returned this accelerated amount shall include the then fair market value of the Equipment (as determined in good faith by us). This acceleration of payments is not a penalty but liquidated damages for our loss of the bargain. Upon any such termination for default, we may proceed in any lawful manner to obtain satisfaction of the amounts owed to us and, if applicable, our recovery of the Equipment, including entering onto your premises to recover the Equipment. In addition, you shall also be responsible for our costs of collection, court costs and reasonable attorneys' fees, as well as applicable shipping, repair and refurbishing costs of recovered Equipment. You agree that we shall be entitled to recover any amounts due to us under this Agreement by charging your bank account or any other funds of yours that come into our possession or control, or within the possession or control of our affiliates, alliances or joint ventures, or by setting off amounts that you owe to us against any amounts we may owe to you, without notifying you prior to doing so. Without limiting the foregoing, you agree that we are entitled to recover amounts owed to us under this Agreement by obtaining directly from an alliance or joint venture

**LEASE ACCEPTANCE**

Undersigned agrees to all terms and conditions contained in this Equipment Lease Agreement. Lessee authorizes First Data Merchant Services LLC or its agents, to request and obtain from a consumer reporting agency personal and business consumer reports. Each of the undersigned authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us. **THIS LEASE IS A NON-CANCELLABLE COMMITMENT BY YOU FOR THE FULL LEASE TERM INDICATED HEREIN.** By executing the below, Lessee confirms that the Lease Term is filled in above. Any attempt by you to terminate this commitment prior to the end of the Lease Term, entitles First Data Merchant Services LLC to all rights and remedies set forth in paragraph 3 including acceleration of the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term.

|  |            |                |          |
|--|------------|----------------|----------|
| DocuSigned by:<br><b>X</b> <u>RICHARD MORGAN</u> | Member LLC | RICHARD MORGAN | 3/9/2018 |
|  | Title      | Print Name     | Date     |

to which we are a party and with which you have entered into a MPA any funds held or available as security for payment under the terms of the MPA, including funds available under the "Reserve Account; Security Interest" section of the MPA, if applicable.

4. **Return or Purchase of Equipment at End of Lease Period.** Upon the completion of your Lease Term the Agreement shall continue on a month to month basis. There is no obligation to continue the lease after the Lease Term ends. At the end of your Lease Term, you will have the option to: (a) return the Equipment to us; (b) purchase the Equipment from us for the lesser of fair market value at the time (as determined in good faith by us), or an amount equal to ten percent (10%) of the total lease payments under this Lease Agreement with respect to each item of Equipment; or (c) as noted, rent the Equipment on a month to month basis at the existing monthly lease payment. In the absence of an affirmative election by you to return or purchase the Equipment, (c) will apply and this Agreement will continue on a month to month basis at the existing monthly lease payment. After the end of the Lease Term, if you do not want to continue to rent the Equipment on a month to month basis, then you will be obligated to provide Lessor with notice of that choice prior to the end of the Lease Term and advise whether you will return the Equipment to Lessor or purchase the Equipment, which price Lessor shall provide to you upon receipt of the notification. If you fail to provide such notice at least 30 days prior to the end of the Lease Term, you acknowledge that Lessor may not have time to suspend billing due for the next month's lease charge. If we terminate this Agreement pursuant to paragraph 3 due to a default by you, then you shall immediately return the Equipment to us at the address set forth in paragraph 11 no later than the tenth Business Day after termination, or remit to us the fair market value of the Equipment which amount we shall provide after good faith determination. We may collect any amounts due to us under this paragraph 4 by debiting your Settlement Account, and to the extent we are unable to obtain full satisfaction in this manner, you agree to pay the amounts owed to us promptly upon our request.

5. **Limitation on Liability.** We are not liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment, including any damage or injury to persons or property caused by the Equipment. We are not liable for the use or maintenance of the Equipment, its failure to operate, any repairs or service to it, or by any interruption of service or loss of use of the Equipment or resulting loss of business. Our liability arising out of or in any way connected with this Agreement shall not exceed the aggregate lease amount paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Agreement are your sole and exclusive remedies.

6. **Governing Law; Dispute Resolution; Miscellaneous.** This Agreement shall be governed by and will be construed in accordance with the laws of the State of New York (without applying its conflicts of laws principles). We have substantial facilities in the State of New York and many of the services provided under this Agreement are provided from these facilities. The exclusive venue for any actions or claims arising under or related to this Agreement shall be the appropriate state or federal court located in Suffolk County New York. If any part of this Agreement is not enforceable, the remaining provisions will remain valid and enforceable.

7. **Equipment and Software.**

a) We agree to lease to you and you agree to lease from us the equipment identified on the first page of this Agreement or such other comparable equipment we provide you (the "Equipment"), according to the terms and conditions of this Agreement. We are providing the Equipment to you "as is" and make no representations or warranties of any kind as to the suitability of the Equipment for any particular purpose.  
 b) YOU ACKNOWLEDGE THAT THE EQUIPMENT YOU LEASE UNDER THIS LEASE AGREEMENT MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS AND THAT WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH EQUIPMENT COMPATIBLE IN THE EVENT THAT YOU ELECT TO USE ANOTHER SERVICE PROVIDER. UPON TERMINATION OF YOUR MERCHANT PROCESSING AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT LEASED UNDER THIS LEASE AGREEMENT WITH SAID SERVICE PROVIDER.

8. **Warranties**

a) All warranties express or implied, made to you or any other person are hereby disclaimed including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular use, quiet enjoyment, or infringement.  
 b) You warrant that you will only use the Equipment for commercial purposes and will not use the Equipment for any household or personal purposes.  
 c) Leased Equipment is warranted against material defects for the life of the lease. This warranty does not include damage to the Equipment resulting from accident or misuse or any other breach of the Agreement. If the Equipment should become defective within the warranty period, Banc of America Merchant Services, LLC will replace it free of charge (except that appropriate shipping charges may apply).

9. **Lease Guaranty.** No guarantor shall have any right of subrogation to any of our rights in the Equipment or this Lease or against you, and any such right of subrogation is hereby waived and released. All indebtedness that exists now or arises after the execution of this Agreement between you and any guarantor is hereby subordinated to all of your present and future obligations, and those of your guarantor, to us, and no payment shall be made or accepted on such indebtedness due to you from a guarantor until the obligations due to us are paid and satisfied in full.

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a)

| SCHEDULE OF FEES         |        |                     |        |
|--------------------------|--------|---------------------|--------|
| Default Fees             | Amount | Administrative Fees | Amount |
| NSF Fee                  | \$10   | Upgrade Fee         | \$50   |
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15. **Indemnification.** You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses, (including attorneys' fees) resulting from (a) the operation, use, condition, liens against, or return of the Equipment or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

16. **Assignment.** You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Agreement, any transfer of voting control of you or your parent shall be considered an assignment or transfer hereof. We may assign or transfer this Agreement and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent.

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|   |                   |                       |                   |                       |
|---|-------------------|-----------------------|-------------------|-----------------------|
| <b>X</b>  | , an Individual   | <b>RICHARD MORGAN</b> | <b>2487563498</b> | <b>3/9/2018</b>       |
| Personal Guarantor's Signature (No Title Allowed) |                   | Print Name            | Home Phone Number | Date                  |
| <b>20940 TURNBERRY BLVD</b>                       | <b>NORTHVILLE</b> | <b>MI 48167</b>       | <b>xx/xx/xx</b>   | <b>XXXXX4750</b>      |
| Home Address                                      | City              | State                 | Zip Code          | DOB Social Security # |





First Data Global Leasing  
 4000 Coral Ridge Drive  
 Coral Springs, FL 33065  
 1 (877) 257 2094

**EQUIPMENT LEASE AGREEMENT**

Scott Judge

BDEN

Merchant ID

Sales Rep. Name

Sales ID

**MERCHANT INFORMATION**

|   |                |                       |        |                              |            |
|---|----------------|-----------------------|--------|------------------------------|------------|
| BODY CONTOUR VENT   |                | LIGHTRX DEARBORN      |        |                              |            |
| Corporate Business Name   |                | DBA Name              |        |                              |            |
| 22223 MICHIGAN AVE  | DEARBORN       | USA                   | MI     | 48124                        | 3136629255 |
| Business Address  |                | City                  | County | State                        | Zip Code   |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Non Profit |                | Business Phone Number |        |                              |            |
| Business Type   |                | Tax ID#               |        | Years in Business            |            |
| 22223 MICHIGAN AVE  | DEARBORN       | MI                    | 48124  |                              |            |
| Billing Address (if different than above)   |                | City                  | State  | Zip Code                     |            |
| BANK OF AMERICA NA  | XXXXX805       | XXXXX462              |        |                              |            |
| Bank Name   | Routing Number | Account Number        |        | (Provide copy of Void Check) |            |

**DESCRIPTION OF LEASED EQUIPMENT**

| Equipment Type     | Quantity | Unit price w/o tax | Equipment Type | Quantity | Unit price w/o tax |
|--------------------|----------|--------------------|----------------|----------|--------------------|
| Clover Flex Bundle | 1        | \$ 47.93           |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |

**SCHEDULE OF PAYMENTS**

|  |   |  |
|--|---|--|
| Payable at Lease Signing (amounts without tax)<br><input type="checkbox"/> Advance Payments \$ _____<br><input type="checkbox"/> Security Deposit \$ _____<br><input type="checkbox"/> _____ \$ _____<br><b>TOTAL \$ 47.93</b> | Annual Tax Handling Fee:<br><input type="checkbox"/> AL, AR, CA, CT, GA, IN, KY, LA, MS, MO, NE, NV, NM, NC, OK, OR, RI, SC, TN, TX, VT, VA, WA, WV, WI, WY \$ <b>30.20</b><br><input checked="" type="checkbox"/> All other states \$ <b>10.20</b> | Lease Term: <u>36</u> (in months)<br>Total Monthly Lease Charge: (total unit price without tax) \$ <u>47.93</u><br>Total Cost to Lease: (without tax) \$ <u>1,725.48</u> |
| Additional Monthly Charges:<br><input type="checkbox"/> Term. Maintenance Fees: \$ _____<br><input type="checkbox"/> _____ \$ _____  | Option to purchase: If you wish to buyout the equipment please contact 1-877-257-2094 to obtain the cost.<br>Approx. Date of First ACH Payment: _____      Approx. Amount of First ACH Payment: \$ <u>.00</u>                                       |  |

This Equipment Lease Agreement ("Agreement") is being entered into by and between First Data Merchant Services LLC and the Lessee identified in the signature panel of this Agreement. In this Agreement, the words "we," "our" and "us" refer to First Data Merchant Services LLC and its successors and assigns and the words "you" and "your" refer to Lessee and its permitted successors and assigns. This Equipment Lease Agreement may be a factor in the pricing you are receiving for processing services provided by us.

- Effective Date, Term and Interim Rent.**  
 a) This Agreement becomes effective on the date we deliver any piece of Equipment to you (the "Delivery Date"). This Agreement remains in effect until all of your obligations and all of our obligations under it have been satisfied. We will deliver the Equipment to the site designated by you.  
 b) **Term:** The term of this Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us represented by our delivery of Equipment to you (the "Commencement Date"), and continues for the number of months indicated above in the Lease Term. **YOU AGREE THIS AGREEMENT IS A NON CANCELLABLE COMMITMENT BY YOU TO LEASE THE EQUIPMENT IDENTIFIED HEREIN FOR THE ENTIRE LEASE TERM INDICATED ABOVE.** You agree to pay all amounts due during the Lease Term and confirm upon execution the Lease Term is specifically defined as written above.  
 c) You agree to pay an Interim Lease Payment in the amount of one thirtieth (1/30th) of the monthly lease charge for each day from and including the Delivery Date until the date preceding the Commencement Date.
- Authorization.** Lessee hereby authorizes us or our designees, successors or assigns (hereinafter "Lessor") to withdraw any amounts including any and all sales taxes now due or hereinafter imposed, owed by Lessee in conjunction with this Agreement by initiating debit entries to Lessee's account at the bank named above (hereinafter "Bank"), or such other bank as the Lessee may from time to time use. In the event of default of Lessee's obligation hereunder, Lessee authorizes debit of its account for the full amount due under this Agreement. Further, Lessee authorizes Bank to accept and to charge any debit entries initiated by Lessor to Lessee's account. In the event that Lessor withdraws funds erroneously from Lessee's account, Lessee authorizes Lessor to credit Lessee's account for an amount not to exceed the original amount of the debit. This authorization is to remain in full force and effect until Lessor and Bank have received written notice from Lessee of its termination in such time and in such manner as to afford Lessor and Bank a reasonable opportunity to act.
- Default; Remedies.**  
 a) If any debit of your bank account initiated by us is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision of this Agreement or any agreement with any of our affiliates, alliances or joint ventures, any such event shall be a default hereunder. Without limiting the foregoing, any default by you under a Merchant Processing Agreement ("MPA") with us or with an alliance or joint venture to which we are a party may be treated as a default under this Agreement. Such a default would include a default resulting from early termination of the MPA, if applicable. For fees that may be applicable upon payment default, please see paragraph 10.  
 b) Upon the occurrence of any default, we may at our option, effective immediately without notice, either (i) terminate this Agreement and our future obligations under this Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, or (ii) accelerate the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term. If Equipment has not been returned this accelerated amount shall include the then fair market value of the Equipment (as determined in good faith by us). This acceleration of payments is not a penalty but liquidated damages for our loss of the bargain. Upon any such termination for default, we may proceed in any lawful manner to obtain satisfaction of the amounts owed to us and, if applicable, our recovery of the Equipment, including entering onto your premises to recover the Equipment. In addition, you shall also be responsible for our costs of collection, court costs and reasonable attorneys' fees, as well as applicable shipping, repair and refurbishing costs of recovered Equipment. You agree that we shall be entitled to recover any amounts due to us under this Agreement by charging your bank account or any other funds of yours that come into our possession or control, or within the possession or control of our affiliates, alliances or joint ventures, or by setting off amounts that you owe to us against any amounts we may owe to you, without notifying you prior to doing so. Without limiting the foregoing, you agree that we are entitled to recover amounts owed to us under this Agreement by obtaining directly from an alliance or joint venture

**LEASE ACCEPTANCE**

Undersigned agrees to all terms and conditions contained in this Equipment Lease Agreement. Lessee authorizes First Data Merchant Services LLC or its agents, to request and obtain from a consumer reporting agency personal and business consumer reports. Each of the undersigned authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us. **THIS LEASE IS A NON-CANCELLABLE COMMITMENT BY YOU FOR THE FULL LEASE TERM INDICATED HEREIN.** By executing the below, Lessee confirms that the Lease Term is filled in above. Any attempt by you to terminate this commitment prior to the end of the Lease Term, entitles First Data Merchant Services LLC to all rights and remedies set forth in paragraph 3 including acceleration of the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term.

|  |            |                |          |
|--|------------|----------------|----------|
| DocuSigned by:<br><b>X</b> RICHARD MORGAN<br>Les F685F3FC301C42B | Member LLC | RICHARD MORGAN | 3/9/2018 |
|  | Title      | Print Name     | Date     |

to which we are a party and which you have entered into a MPA any funds held or available as security for payment under the terms of the MPA, including funds available under the "Reserve Account; Security Interest" section of the MPA, if applicable.

4. **Return or Purchase of Equipment at End of Lease Period.** Upon the completion of your Lease Term the Agreement shall continue on a month to month basis. There is no obligation to continue the lease after the Lease Term ends. At the end of your Lease Term, you will have the option to: (a) return the Equipment to us; (b) purchase the Equipment from us for the lesser of fair market value at the time (as determined in good faith by us), or an amount equal to ten percent (10%) of the total lease payments under this Lease Agreement with respect to each item of Equipment; or (c) as noted, rent the Equipment on a month to month basis at the existing monthly lease payment. In the absence of an affirmative election by you to return or purchase the Equipment, (c) will apply and this Agreement will continue on a month to month basis at the existing monthly lease payment. After the end of the Lease Term, if you do not want to continue to rent the Equipment on a month to month basis, then you will be obligated to provide Lessor with notice of that choice prior to the end of the Lease Term and advise whether you will return the Equipment to Lessor or purchase the Equipment, which price Lessor shall provide to you upon receipt of the notification. If you fail to provide such notice at least 30 days prior to the end of the Lease Term, you acknowledge that Lessor may not have time to suspend billing due for the next month's lease charge. If we terminate this Agreement pursuant to paragraph 3 due to a default by you, then you shall immediately return the Equipment to us at the address set forth in paragraph 11 no later than the tenth Business Day after termination, or remit to us the fair market value of the Equipment which amount we shall provide after good faith determination. We may collect any amounts due to us under this paragraph 4 by debiting your Settlement Account, and to the extent we are unable to obtain full satisfaction in this manner, you agree to pay the amounts owed to us promptly upon our request.

5. **Limitation on Liability.** We are not liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment, including any damage or injury to persons or property caused by the Equipment. We are not liable for the use or maintenance of the Equipment, its failure to operate, any repairs or service to it, or by any interruption of service or loss of use of the Equipment or resulting loss of business. Our liability arising out of or in any way connected with this Agreement shall not exceed the aggregate lease amount paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Agreement are your sole and exclusive remedies.

6. **Governing Law; Dispute Resolution; Miscellaneous.** This Agreement shall be governed by and will be construed in accordance with the laws of the State of New York (without applying its conflicts of laws principles). We have substantial facilities in the State of New York and many of the services provided under this Agreement are provided from these facilities. The exclusive venue for any actions or claims arising under or related to this Agreement shall be the appropriate state or federal court located in Suffolk County New York. If any part of this Agreement is not enforceable, the remaining provisions will remain valid and enforceable.

7. **Equipment and Software.**

a) We agree to lease to you and you agree to lease from us the equipment identified on the first page of this Agreement or such other comparable equipment we provide you (the "Equipment"), according to the terms and conditions of this Agreement. We are providing the Equipment to you "as is" and make no representations or warranties of any kind as to the suitability of the Equipment for any particular purpose.

b) YOU ACKNOWLEDGE THAT THE EQUIPMENT YOU LEASE UNDER THIS LEASE AGREEMENT MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS AND THAT WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH EQUIPMENT COMPATIBLE IN THE EVENT THAT YOU ELECT TO USE ANOTHER SERVICE PROVIDER. UPON TERMINATION OF YOUR MERCHANT PROCESSING AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT LEASED UNDER THIS LEASE AGREEMENT WITH SAID SERVICE PROVIDER.

8. **Warranties**

a) All warranties express or implied, made to you or any other person are hereby disclaimed including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular use, quiet enjoyment, or infringement.

b) You warrant that you will only use the Equipment for commercial purposes and will not use the Equipment for any household or personal purposes.

c) Leased Equipment is warranted against material defects for the life of the lease. This warranty does not include damage to the Equipment resulting from accident or misuse or any other breach of the Agreement. If the Equipment should become defective within the warranty period, Banc of America Merchant Services, LLC will replace it free of charge (except that appropriate shipping charges may apply).

9. **Lease Guaranty.** No guarantor shall have any right of subrogation to any of our rights in the Equipment or this Lease or against you, and any such right of subrogation is hereby waived and released. All indebtedness that exists now or arises after the execution of this Agreement between you and any guarantor is hereby subordinated to all of your present and future obligations, and those of your guarantor, to us, and no payment shall be made or accepted on such indebtedness due to you from a guarantor until the obligations due to us are paid and satisfied in full.

10. **Payment of Amounts Due, Administrative and Collection Fees.**

| <b>SCHEDULE OF FEES</b>  |               |                            |               |
|--------------------------|---------------|----------------------------|---------------|
| <b>Default Fees</b>      | <b>Amount</b> | <b>Administrative Fees</b> | <b>Amount</b> |
| NSF Fee                  | \$10          | Upgrade Fee                | \$50          |
| Collection Fee           | \$25          | Assumption Fee             | \$150         |
| Late Fee                 | \$10          | Lease Copy Fee             | \$7           |
| Collection Invoicing Fee | \$7           |                            |               |

b) The monthly lease charge is due and payable on the same day of each successive month thereafter of the Lease Term for each piece of lease Equipment. You agree to pay all assessed costs for delivery and installation of Equipment.

c) In addition to the monthly lease charge, you shall pay, or reimburse us for, amounts equal to any taxes or assessments on or arising out of this Agreement or the Equipment, and related supplies or any

services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise tax, exclusive, however, of taxes based on our net income. Reimbursement of property tax calculation is based on an average tax rate.

d) Your lease payments will be due despite dissatisfaction for any reason with the Equipment or related processing services.

e) Whenever any payment is not made by you in full when due, you shall pay us a late fee of \$10.00 for each month during which it remains unpaid but in no event more than the maximum permitted by law. You shall also pay to us a NSF fee of \$10.00 for any debit we attempt to make against your bank account that is for any reason rejected, but in no event more than the maximum amount permitted by law.

f) In the event your account is placed into collections for past due lease amounts, you agree that we can recover a collection expense fee of \$25 for each aggregate payment requiring a collection effort, but in no event more than the maximum amount permitted by law.

11. **Use and Return of Equipment; Insurance.**

a) You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall maintain the Equipment in good operating condition and protect it from deterioration, normal wear and tear excepted.

b) You shall not permit any physical alteration or modification of the Equipment, or change the installation site of the Equipment, without our prior written consent.

c) You shall not create, incur, assume or allow any consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment without our prior written consent.

d) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all permits required to operate the Equipment at your facility.

e) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.

f) The Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment evidencing our ownership.

g) You agree that all Equipment returns shall be to TASQ Technology, 1169 Canton Road, Marietta, GA., 30066, be done in a manner that can be tracked, and shall have Lease number referenced on the return packaging. You understand and agree that your failure to return the Equipment in the manner noted above will delay our receipt of the return and possibly result in you being charged the then fair market value of the Equipment, or \$100 should the Equipment be received with excessive wear and tear.

h) You shall keep the Equipment adequately insured against loss by fire, theft, and all other hazards.

i) You shall provide proof of insurance as evidenced by a certificate naming First Data Merchant Services LLC as a loss payee under your insurance policy. The loss, destruction, theft or damage of or to the Equipment shall not relieve you from your obligation to pay the full purchase price or total monthly lease charges hereunder.

12. **Site Preparation.** You will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date.

13. **Title to Equipment.** We at all times retain title to the Equipment unless we agree otherwise in writing. You agree to execute and deliver to us any statement or instrument that we may request to confirm or evidence our ownership of the Equipment, and you irrevocably appoint us as your attorney in fact to execute and file the same in your name and on your behalf. If a court determines that the leasing transaction contemplated by this Agreement does not constitute a financing and is not a lease of the Equipment, then we shall be deemed to have a first lien security interest on the Equipment as of the date of this Agreement, and you will execute such documentation as we may request to evidence such security interest.

14. **Software License.** We retain all ownership and copyright interest in and to all computer software, related documentation, technology, know how and processes embodied in or provided in connection with the Equipment other than those owned or licensed by the manufacturer of the Equipment (collectively "Software"). Any rights to use the Software other than those owned or licensed by the manufacturer of the Equipment are described in this Lease Agreement. You shall have only a nonexclusive license to use the Software owned or licensed by the manufacturer of the Equipment in your operation of the Equipment.

15. **Indemnification.** You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses, (including attorneys' fees) resulting from (a) the operation, use, condition, liens against, or return of the Equipment or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

16. **Assignment.** You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Agreement, any transfer of voting control of you or your parent shall be considered an assignment or transfer hereof. We may assign or transfer this Agreement and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent.

17. **Notices.** All notices must be in writing, if to you at your address appearing on the cover page of this Agreement and if to us at 4000 Coral Ridge Drive, Coral Springs, Florida, 33065. Attn: Lease Department, and shall be deemed to have been given (i) if sent by mail or courier, upon the earlier of five (5) days after mailing or when actually received or, in the case of courier, when delivered, and (ii) if sent by facsimile machine, when the courier confirmation copy is actually received. Notice given in any other manner shall be effective when actually received, if to you at the address appearing on the cover page of this Agreement or by any electronic means, including but not limited to the email address you have provided on the cover page of the Agreement. Notices sent to the Merchant's last known address, as indicated in our records, shall constitute effective notice to the Merchant under this Agreement. Customer Service toll free number 1 877 257 2094.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings and can be changed only by a written agreement signed by all parties. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

**PERSONAL GUARANTY**

Undersigned unconditionally guarantees performance of this Equipment Lease Agreement by Lessee and payment of all sums due hereunder in the event of default, hereby waiving any modification, amendment or extension and notice thereof, and further agrees to the terms of this Equipment Lease Agreement insofar as they apply to the undersigned as guarantor.

|   |                   |                       |                   |                       |
|---|-------------------|-----------------------|-------------------|-----------------------|
| <b>X</b>  | , an Individual   | <b>RICHARD MORGAN</b> | <b>2487563498</b> | <b>3/9/2018</b>       |
| Personal Guarantor's Signature (No Title Allowed) |                   | Print Name            | Home Phone Number | Date                  |
| <b>20940 TURNBERRY BLVD</b>                       | <b>NORTHVILLE</b> | <b>MI 48167</b>       | <b>xx/xx/xx</b>   | <b>XXXXX4750</b>      |
| Home Address                                      | City              | State                 | Zip Code          | DOB Social Security # |

Scott Judge

BDEN

Merchant ID

Sales Rep. Name

Sales ID

**MERCHANT INFORMATION**

|   |                |                       |        |                              |            |
|---|----------------|-----------------------|--------|------------------------------|------------|
| BODY CONTOUR VENT   |                | LIGHTRX LIVONIA       |        |                              |            |
| Corporate Business Name   |                | DBA Name              |        |                              |            |
| 37112 SIX MILE RD   | LIVONIA        | USA                   | MI     | 48152                        | 7342459802 |
| Business Address  |                | City                  | County | State                        | Zip Code   |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Non Profit |                | Business Phone Number |        |                              |            |
| Business Type   |                | Tax ID#               |        | Years in Business            |            |
| 37112 SIX MILE RD   | LIVONIA        | MI                    | 48152  |                              |            |
| Billing Address (if different than above)   |                | City                  | State  | Zip Code                     |            |
| BANK OF AMERICA NA  | XXXXX805       | XXXXX653              |        |                              |            |
| Bank Name   | Routing Number | Account Number        |        | (Provide copy of Void Check) |            |

**DESCRIPTION OF LEASED EQUIPMENT**

| Equipment Type     | Quantity | Unit price w/o tax | Equipment Type | Quantity | Unit price w/o tax |
|--------------------|----------|--------------------|----------------|----------|--------------------|
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|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |

**SCHEDULE OF PAYMENTS**

|  |   |  |
|--|---|--|
| Payable at Lease Signing (amounts without tax)<br><input type="checkbox"/> Advance Payments \$ _____<br><input type="checkbox"/> Security Deposit \$ _____<br><input type="checkbox"/> _____ \$ _____<br><b>TOTAL \$ 47.93</b> | Annual Tax Handling Fee:<br><input type="checkbox"/> AL, AR, CA, CT, GA, IN, KY, LA, MS, MO, NE, NV, NM, NC, OK, OR, RI, SC, TN, TX, VT, VA, WA, WV, WI, WY \$ <b>30.20</b><br><input checked="" type="checkbox"/> All other states \$ <b>10.20</b> | Lease Term: <u>36</u> (in months)<br>Total Monthly Lease Charge: (total unit price without tax) \$ <u>47.93</u><br>Total Cost to Lease: (without tax) \$ <u>1,725.48</u> |
| Additional Monthly Charges:<br><input type="checkbox"/> Term. Maintenance Fees: \$ _____<br><input type="checkbox"/> _____ \$ _____  | Option to purchase: If you wish to buyout the equipment please contact 1-877-257-2094 to obtain the cost.<br>Approx. Date of First ACH Payment: _____      Approx. Amount of First ACH Payment: \$ <u>.00</u>                                       |  |

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- Effective Date, Term and Interim Rent.**  
 a) This Agreement becomes effective on the date we deliver any piece of Equipment to you (the "Delivery Date"). This Agreement remains in effect until all of your obligations and all of our obligations under it have been satisfied. We will deliver the Equipment to the site designated by you.  
 b) **Term:** The term of this Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us represented by our delivery of Equipment to you (the "Commencement Date"), and continues for the number of months indicated above in the Lease Term. **YOU AGREE THIS AGREEMENT IS A NON CANCELLABLE COMMITMENT BY YOU TO LEASE THE EQUIPMENT IDENTIFIED HEREIN FOR THE ENTIRE LEASE TERM INDICATED ABOVE.** You agree to pay all amounts due during the Lease Term and confirm upon execution the Lease Term is specifically defined as written above.  
 c) You agree to pay an Interim Lease Payment in the amount of one thirtieth (1/30th) of the monthly lease charge for each day from and including the Delivery Date until the date preceding the Commencement Date.
- Authorization.** Lessee hereby authorizes us or our designees, successors or assigns (hereinafter "Lessor") to withdraw any amounts including any and all sales taxes now due or hereinafter imposed, owed by Lessee in conjunction with this Agreement by initiating debit entries to Lessee's account at the bank named above (hereinafter "Bank"), or such other bank as the Lessee may from time to time use. In the event of default of Lessee's obligation hereunder, Lessee authorizes debit of its account for the full amount due under this Agreement. Further, Lessee authorizes Bank to accept and to charge any debit entries initiated by Lessor to Lessee's account. In the event that Lessor withdraws funds erroneously from Lessee's account, Lessee authorizes Lessor to credit Lessee's account for an amount not to exceed the original amount of the debit. This authorization is to remain in full force and effect until Lessor and Bank have received written notice from Lessee of its termination in such time and in such manner as to afford Lessor and Bank a reasonable opportunity to act.
- Default; Remedies.**  
 a) If any debit of your bank account initiated by us is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision of this Agreement or any agreement with any of our affiliates, alliances or joint ventures, any such event shall be a default hereunder. Without limiting the foregoing, any default by you under a Merchant Processing Agreement ("MPA") with us or with an alliance or joint venture to which we are a party may be treated as a default under this Agreement. Such a default would include a default resulting from early termination of the MPA, if applicable. For fees that may be applicable upon payment default, please see paragraph 10.  
 b) Upon the occurrence of any default, we may at our option, effective immediately without notice, either (i) terminate this Agreement and our future obligations under this Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, or (ii) accelerate the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term. If Equipment has not been returned this accelerated amount shall include the then fair market value of the Equipment (as determined in good faith by us). This acceleration of payments is not a penalty but liquidated damages for our loss of the bargain. Upon any such termination for default, we may proceed in any lawful manner to obtain satisfaction of the amounts owed to us and, if applicable, our recovery of the Equipment, including entering onto your premises to recover the Equipment. In addition, you shall also be responsible for our costs of collection, court costs and reasonable attorneys' fees, as well as applicable shipping, repair and refurbishing costs of recovered Equipment. You agree that we shall be entitled to recover any amounts due to us under this Agreement by charging your bank account or any other funds of yours that come into our possession or control, or within the possession or control of our affiliates, alliances or joint ventures, or by setting off amounts that you owe to us against any amounts we may owe to you, without notifying you prior to doing so. Without limiting the foregoing, you agree that we are entitled to recover amounts owed to us under this Agreement by obtaining directly from an alliance or joint venture

**LEASE ACCEPTANCE**

Undersigned agrees to all terms and conditions contained in this Equipment Lease Agreement. Lessee authorizes First Data Merchant Services LLC or its agents, to request and obtain from a consumer reporting agency personal and business consumer reports. Each of the undersigned authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us. **THIS LEASE IS A NON-CANCELLABLE COMMITMENT BY YOU FOR THE FULL LEASE TERM INDICATED HEREIN.** By executing the below, Lessee confirms that the Lease Term is filled in above. Any attempt by you to terminate this commitment prior to the end of the Lease Term, entitles First Data Merchant Services LLC to all rights and remedies set forth in paragraph 3 including acceleration of the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term.

|  |            |                |          |
|--|------------|----------------|----------|
| DocuSigned by:<br><b>X</b> <u>RICHARD MORGAN</u> | Member LLC | RICHARD MORGAN | 3/9/2018 |
|  | Title      | Print Name     | Date     |



DocuSign Envelope ID: 2239EF98-0BB0-45D0-838A-537E2C989F72  
 to which we are a party and with which you have entered into a MPA any funds held or available as security for payment under the terms of the MPA, including funds available under the "Reserve Account; Security Interest" section of the MPA, if applicable.

4. **Return or Purchase of Equipment at End of Lease Period.** Upon the completion of your Lease Term the Agreement shall continue on a month to month basis. There is no obligation to continue the lease after the Lease Term ends. At the end of your Lease Term, you will have the option to: (a) return the Equipment to us; (b) purchase the Equipment from us for the lesser of fair market value at the time (as determined in good faith by us), or an amount equal to ten percent (10%) of the total lease payments under this Lease Agreement with respect to each item of Equipment; or (c) as noted, rent the Equipment on a month to month basis at the existing monthly lease payment. In the absence of an affirmative election by you to return or purchase the Equipment, (c) will apply and this Agreement will continue on a month to month basis at the existing monthly lease payment. After the end of the Lease Term, if you do not want to continue to rent the Equipment on a month to month basis, then you will be obligated to provide Lessor with notice of that choice prior to the end of the Lease Term and advise whether you will return the Equipment to Lessor or purchase the Equipment, which price Lessor shall provide to you upon receipt of the notification. If you fail to provide such notice at least 30 days prior to the end of the Lease Term, you acknowledge that Lessor may not have time to suspend billing due for the next month's lease charge. If we terminate this Agreement pursuant to paragraph 3 due to a default by you, then you shall immediately return the Equipment to us at the address set forth in paragraph 11 no later than the tenth Business Day after termination, or remit to us the fair market value of the Equipment which amount we shall provide after good faith determination. We may collect any amounts due to us under this paragraph 4 by debiting your Settlement Account, and to the extent we are unable to obtain full satisfaction in this manner, you agree to pay the amounts owed to us promptly upon our request.

5. **Limitation on Liability.** We are not liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment, including any damage or injury to persons or property caused by the Equipment. We are not liable for the use or maintenance of the Equipment, its failure to operate, any repairs or service to it, or by any interruption of service or loss of use of the Equipment or resulting loss of business. Our liability arising out of or in any way connected with this Agreement shall not exceed the aggregate lease amount paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Agreement are your sole and exclusive remedies.

6. **Governing Law; Dispute Resolution; Miscellaneous.** This Agreement shall be governed by and will be construed in accordance with the laws of the State of New York (without applying its conflicts of laws principles). We have substantial facilities in the State of New York and many of the services provided under this Agreement are provided from these facilities. The exclusive venue for any actions or claims arising under or related to this Agreement shall be the appropriate state or federal court located in Suffolk County New York. If any part of this Agreement is not enforceable, the remaining provisions will remain valid and enforceable.

7. **Equipment and Software.**

a) We agree to lease to you and you agree to lease from us the equipment identified on the first page of this Agreement or such other comparable equipment we provide you (the "Equipment"), according to the terms and conditions of this Agreement. We are providing the Equipment to you "as is" and make no representations or warranties of any kind as to the suitability of the Equipment for any particular purpose.  
 b) YOU ACKNOWLEDGE THAT THE EQUIPMENT YOU LEASE UNDER THIS LEASE AGREEMENT MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS AND THAT WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH EQUIPMENT COMPATIBLE IN THE EVENT THAT YOU ELECT TO USE ANOTHER SERVICE PROVIDER. UPON TERMINATION OF YOUR MERCHANT PROCESSING AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT LEASED UNDER THIS LEASE AGREEMENT WITH SAID SERVICE PROVIDER.

8. **Warranties**

a) All warranties express or implied, made to you or any other person are hereby disclaimed including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular use, quiet enjoyment, or infringement.  
 b) You warrant that you will only use the Equipment for commercial purposes and will not use the Equipment for any household or personal purposes.  
 c) Leased Equipment is warranted against material defects for the life of the lease. This warranty does not include damage to the Equipment resulting from accident or misuse or any other breach of the Agreement. If the Equipment should become defective within the warranty period, Banc of America Merchant Services, LLC will replace it free of charge (except that appropriate shipping charges may apply).

9. **Lease Guaranty.** No guarantor shall have any right of subrogation to any of our rights in the Equipment or this Lease or against you, and any such right of subrogation is hereby waived and released. All indebtedness that exists now or arises after the execution of this Agreement between you and any guarantor is hereby subordinated to all of your present and future obligations, and those of your guarantor, to us, and no payment shall be made or accepted on such indebtedness due to you from a guarantor until the obligations due to us are paid and satisfied in full.

10. **Payment of Amounts Due, Administrative and Collection Fees.**

a)

| SCHEDULE OF FEES         |        |                     |        |
|--------------------------|--------|---------------------|--------|
| Default Fees             | Amount | Administrative Fees | Amount |
| NSF Fee                  | \$10   | Upgrade Fee         | \$50   |
| Collection Fee           | \$25   | Assumption Fee      | \$150  |
| Late Fee                 | \$10   | Lease Copy Fee      | \$7    |
| Collection Invoicing Fee | \$7    |                     |        |

b) The monthly lease charge is due and payable on the same day of each successive month thereafter of the Lease Term for each piece of lease Equipment. You agree to pay all assessed costs for delivery and installation of Equipment.

c) In addition to the monthly lease charge, you shall pay, or reimburse us for, amounts equal to any taxes or assessments on or arising out of this Agreement or the Equipment, and related supplies or any

services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise tax, exclusive, however, of taxes based on our net income. Reimbursement of property tax calculation is based on an average tax rate.

d) Your lease payments will be due despite dissatisfaction for any reason with the Equipment or related processing services.

e) Whenever any payment is not made by you in full when due, you shall pay us a late fee of \$10.00 for each month during which it remains unpaid but in no event more than the maximum permitted by law. You shall also pay to us a NSF fee of \$10.00 for any debit we attempt to make against your bank account that is for any reason rejected, but in no event more than the maximum amount permitted by law.

f) In the event your account is placed into collections for past due lease amounts, you agree that we can recover a collection expense fee of \$25 for each aggregate payment requiring a collection effort, but in no event more than the maximum amount permitted by law.

11. **Use and Return of Equipment; Insurance.**

a) You shall operate the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall maintain the Equipment in good operating condition and protect it from deterioration, normal wear and tear excepted.

b) You shall not permit any physical alteration or modification of the Equipment, or change the installation site of the Equipment, without our prior written consent.

c) You shall not create, incur, assume or allow any consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment without our prior written consent.

d) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all permits required to operate the Equipment at your facility.

e) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.

f) The Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment evidencing our ownership.

g) You agree that all Equipment returns shall be to TASQ Technology, 1169 Canton Road, Marietta, GA., 30066, be done in a manner that can be tracked, and shall have Lease number referenced on the return packaging. You understand and agree that your failure to return the Equipment in the manner noted above will delay our receipt of the return and possibly result in you being charged the then fair market value of the Equipment, or \$100 should the Equipment be received with excessive wear and tear.

h) You shall keep the Equipment adequately insured against loss by fire, theft, and all other hazards.

i) You shall provide proof of insurance as evidenced by a certificate naming First Data Merchant Services LLC as a loss payee under your insurance policy. The loss, destruction, theft or damage of or to the Equipment shall not relieve you from your obligation to pay the full purchase price or total monthly lease charges hereunder.

12. **Site Preparation.** You will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date.

13. **Title to Equipment.** We at all times retain title to the Equipment unless we agree otherwise in writing. You agree to execute and deliver to us any statement or instrument that we may request to confirm or evidence our ownership of the Equipment, and you irrevocably appoint us as your attorney in fact to execute and file the same in your name and on your behalf. If a court determines that the leasing transaction contemplated by this Agreement does not constitute a financing and is not a lease of the Equipment, then we shall be deemed to have a first lien security interest on the Equipment as of the date of this Agreement, and you will execute such documentation as we may request to evidence such security interest.

14. **Software License.** We retain all ownership and copyright interest in and to all computer software, related documentation, technology, know how and processes embodied in or provided in connection with the Equipment other than those owned or licensed by the manufacturer of the Equipment (collectively "Software"). Any rights to use the Software other than those owned or licensed by the manufacturer of the Equipment are described in this Lease Agreement. You shall have only a nonexclusive license to use the Software owned or licensed by the manufacturer of the Equipment in your operation of the Equipment.

15. **Indemnification.** You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses, (including attorneys' fees) resulting from (a) the operation, use, condition, liens against, or return of the Equipment or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

16. **Assignment.** You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Agreement, any transfer of voting control of you or your parent shall be considered an assignment or transfer hereof. We may assign or transfer this Agreement and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent.

17. **Notices.** All notices must be in writing, if to you at your address appearing on the cover page of this Agreement and if to us at 4000 Coral Ridge Drive, Coral Springs, Florida, 33065. Attn: Lease Department, and shall be deemed to have been given (i) if sent by mail or courier, upon the earlier of five (5) days after mailing or when actually received or, in the case of courier, when delivered, and (ii) if sent by facsimile machine, when the courier confirmation copy is actually received. Notice given in any other manner shall be effective when actually received, if to you at the address appearing on the cover page of this Agreement or by any electronic means, including but not limited to the email address you have provided on the cover page of the Agreement. Notices sent to the Merchant's last known address, as indicated in our records, shall constitute effective notice to the Merchant under this Agreement. Customer Service toll free number 1 877 257 2094.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings and can be changed only by a written agreement signed by all parties. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

**PERSONAL GUARANTY**

Undersigned unconditionally guarantees performance of this Equipment Lease Agreement by Lessee and payment of all sums due hereunder in the event of default, hereby waiving any modification, amendment or extension and notice thereof, and further agrees to the terms of this Equipment Lease Agreement insofar as they apply to the undersigned as guarantor.

|   |                   |                       |                   |                       |
|---|-------------------|-----------------------|-------------------|-----------------------|
| <b>X</b>  | , an Individual   | <b>RICHARD MORGAN</b> | <b>2487563498</b> | <b>3/9/2018</b>       |
| Personal Guarantor's Signature (No Title Allowed) |                   | Print Name            | Home Phone Number | Date                  |
| <b>20940 TURNBERRY BLVD</b>                       | <b>NORTHVILLE</b> | <b>MI 48167</b>       | <b>xx/xx/xx</b>   | <b>XXXXX4750</b>      |
| Home Address                                      | City              | State                 | Zip Code          | DOB Social Security # |

Scott Judge

BDEN

Merchant ID

Sales Rep. Name

Sales ID

**MERCHANT INFORMATION**

|   |                |                      |                              |          |                                |
|---|----------------|----------------------|------------------------------|----------|--------------------------------|
| BODY CONTOUR VENT   |                | LIGHTRX EAST LANSING |                              |          |                                |
| Corporate Business Name   |                | DBA Name             |                              |          |                                |
| 5100 MARSH RD STE B3  | OKEMOS         | USA                  | MI                           | 48864    | 5177211979                     |
| Business Address  |                | City                 | County                       | State    | Zip Code                       |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Non Profit |                |                      |                              |          | Business Phone Number          |
| Business Type   |                |                      |                              |          | 4                              |
| 5100 MARSH RD STE B3  |                | OKEMOS               | MI                           | 48864    | Tax ID#      Years in Business |
| Billing Address (if different than above)   |                | City                 | State                        | Zip Code |                                |
| BANK OF AMERICA NA  | XXXXX805       | XXXXX763             |                              |          |                                |
| Bank Name   | Routing Number | Account Number       | (Provide copy of Void Check) |          |                                |

**DESCRIPTION OF LEASED EQUIPMENT**

| Equipment Type     | Quantity | Unit price w/o tax | Equipment Type | Quantity | Unit price w/o tax |
|--------------------|----------|--------------------|----------------|----------|--------------------|
| Clover Flex Bundle | 1        | \$ 47.93           |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |

**SCHEDULE OF PAYMENTS**

|  |   |  |
|--|---|--|
| Payable at Lease Signing (amounts without tax)<br><input type="checkbox"/> Advance Payments \$ _____<br><input type="checkbox"/> Security Deposit \$ _____<br><input type="checkbox"/> _____ \$ _____<br><b>TOTAL \$ 47.93</b> | Annual Tax Handling Fee:<br><input type="checkbox"/> AL, AR, CA, CT, GA, IN, KY, LA, MS, MO, NE, NV, NM, NC, OK, OR, RI, SC, TN, TX, VT, VA, WA, WV, WI, WY \$ <b>30.20</b><br><input checked="" type="checkbox"/> All other states \$ <b>10.20</b> | Lease Term: <u>36</u> (in months)<br>Total Monthly Lease Charge: (total unit price without tax) \$ <u>47.93</u><br>Total Cost to Lease: (without tax) \$ <u>1,725.48</u> |
| Additional Monthly Charges:<br><input type="checkbox"/> Term. Maintenance Fees: \$ _____<br><input type="checkbox"/> _____ \$ _____  | Option to purchase: If you wish to buyout the equipment please contact 1-877-257-2094 to obtain the cost.<br>Approx. Date of First ACH Payment: _____      Approx. Amount of First ACH Payment: \$ <u>.00</u>                                       |  |

This Equipment Lease Agreement ("Agreement") is being entered into by and between First Data Merchant Services LLC and the Lessee identified in the signature panel of this Agreement. In this Agreement, the words "we," "our" and "us" refer to First Data Merchant Services LLC and its successors and assigns and the words "you" and "your" refer to Lessee and its permitted successors and assigns. This Equipment Lease Agreement may be a factor in the pricing you are receiving for processing services provided by us.

- Effective Date, Term and Interim Rent.**  
 a) This Agreement becomes effective on the date we deliver any piece of Equipment to you (the "Delivery Date"). This Agreement remains in effect until all of your obligations and all of our obligations under it have been satisfied. We will deliver the Equipment to the site designated by you.  
 b) **Term:** The term of this Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us represented by our delivery of Equipment to you (the "Commencement Date"), and continues for the number of months indicated above in the Lease Term. **YOU AGREE THIS AGREEMENT IS A NON CANCELLABLE COMMITMENT BY YOU TO LEASE THE EQUIPMENT IDENTIFIED HEREIN FOR THE ENTIRE LEASE TERM INDICATED ABOVE.** You agree to pay all amounts due during the Lease Term and confirm upon execution the Lease Term is specifically defined as written above.  
 c) You agree to pay an Interim Lease Payment in the amount of one thirtieth (1/30th) of the monthly lease charge for each day from and including the Delivery Date until the date preceding the Commencement Date.
- Authorization.** Lessee hereby authorizes us or our designees, successors or assigns (hereinafter "Lessor") to withdraw any amounts including any and all sales taxes now due or hereinafter imposed, owed by Lessee in conjunction with this Agreement by initiating debit entries to Lessee's account at the bank named above (hereinafter "Bank"), or such other bank as the Lessee may from time to time use. In the event of default of Lessee's obligation hereunder, Lessee authorizes debit of its account for the full amount due under this Agreement. Further, Lessee authorizes Bank to accept and to charge any debit entries initiated by Lessor to Lessee's account. In the event that Lessor withdraws funds erroneously from Lessee's account, Lessee authorizes Lessor to credit Lessee's account for an amount not to exceed the original amount of the debit. This authorization is to remain in full force and effect until Lessor and Bank have received written notice from Lessee of its termination in such time and in such manner as to afford Lessor and Bank a reasonable opportunity to act.
- Default; Remedies.**  
 a) If any debit of your bank account initiated by us is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision of this Agreement or any agreement with any of our affiliates, alliances or joint ventures, any such event shall be a default hereunder. Without limiting the foregoing, any default by you under a Merchant Processing Agreement ("MPA") with us or with an alliance or joint venture to which we are a party may be treated as a default under this Agreement. Such a default would include a default resulting from early termination of the MPA, if applicable. For fees that may be applicable upon payment default, please see paragraph 10.  
 b) Upon the occurrence of any default, we may at our option, effective immediately without notice, either (i) terminate this Agreement and our future obligations under this Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, or (ii) accelerate the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term. If Equipment has not been returned this accelerated amount shall include the then fair market value of the Equipment (as determined in good faith by us). This acceleration of payments is not a penalty but liquidated damages for our loss of the bargain. Upon any such termination for default, we may proceed in any lawful manner to obtain satisfaction of the amounts owed to us and, if applicable, our recovery of the Equipment, including entering onto your premises to recover the Equipment. In addition, you shall also be responsible for our costs of collection, court costs and reasonable attorneys' fees, as well as applicable shipping, repair and refurbishing costs of recovered Equipment. You agree that we shall be entitled to recover any amounts due to us under this Agreement by charging your bank account or any other funds of yours that come into our possession or control, or within the possession or control of our affiliates, alliances or joint ventures, or by setting off amounts that you owe to us against any amounts we may owe to you, without notifying you prior to doing so. Without limiting the foregoing, you agree that we are entitled to recover amounts owed to us under this Agreement by obtaining directly from an alliance or joint venture

**LEASE ACCEPTANCE**

Undersigned agrees to all terms and conditions contained in this Equipment Lease Agreement. Lessee authorizes First Data Merchant Services LLC or its agents, to request and obtain from a consumer reporting agency personal and business consumer reports. Each of the undersigned authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us. **THIS LEASE IS A NON-CANCELLABLE COMMITMENT BY YOU FOR THE FULL LEASE TERM INDICATED HEREIN.** By executing the below, Lessee confirms that the Lease Term is filled in above. Any attempt by you to terminate this commitment prior to the end of the Lease Term, entitles First Data Merchant Services LLC to all rights and remedies set forth in paragraph 3 including acceleration of the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term.

|  |            |                |          |
|--|------------|----------------|----------|
| DocuSigned by:<br><b>X</b> <u>RICHARD MORGAN</u> | Member LLC | RICHARD MORGAN | 3/9/2018 |
|  | Title      | Print Name     | Date     |



to which we are a party and with which you have entered into a MPA any funds held or available as security for payment under the terms of the MPA, including funds available under the "Reserve Account; Security Interest" section of the MPA, if applicable.

4. **Return or Purchase of Equipment at End of Lease Period.** Upon the completion of your Lease Term the Agreement shall continue on a month to month basis. There is no obligation to continue the lease after the Lease Term ends. At the end of your Lease Term, you will have the option to: (a) return the Equipment to us; (b) purchase the Equipment from us for the lesser of fair market value at the time (as determined in good faith by us), or an amount equal to ten percent (10%) of the total lease payments under this Lease Agreement with respect to each item of Equipment; or (c) as noted, rent the Equipment on a month to month basis at the existing monthly lease payment. In the absence of an affirmative election by you to return or purchase the Equipment, (c) will apply and this Agreement will continue on a month to month basis at the existing monthly lease payment. After the end of the Lease Term, if you do not want to continue to rent the Equipment on a month to month basis, then you will be obligated to provide Lessor with notice of that choice prior to the end of the Lease Term and advise whether you will return the Equipment to Lessor or purchase the Equipment, which price Lessor shall provide to you upon receipt of the notification. If you fail to provide such notice at least 30 days prior to the end of the Lease Term, you acknowledge that Lessor may not have time to suspend billing due for the next month's lease charge. If we terminate this Agreement pursuant to paragraph 3 due to a default by you, then you shall immediately return the Equipment to us at the address set forth in paragraph 11 no later than the tenth Business Day after termination, or remit to us the fair market value of the Equipment which amount we shall provide after good faith determination. We may collect any amounts due to us under this paragraph 4 by debiting your Settlement Account, and to the extent we are unable to obtain full satisfaction in this manner, you agree to pay the amounts owed to us promptly upon our request.

5. **Limitation on Liability.** We are not liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment, including any damage or injury to persons or property caused by the Equipment. We are not liable for the use or maintenance of the Equipment, its failure to operate, any repairs or service to it, or by any interruption of service or loss of use of the Equipment or resulting loss of business. Our liability arising out of or in any way connected with this Agreement shall not exceed the aggregate lease amount paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Agreement are your sole and exclusive remedies.

6. **Governing Law; Dispute Resolution; Miscellaneous.** This Agreement shall be governed by and will be construed in accordance with the laws of the State of New York (without applying its conflicts of laws principles). We have substantial facilities in the State of New York and many of the services provided under this Agreement are provided from these facilities. The exclusive venue for any actions or claims arising under or related to this Agreement shall be the appropriate state or federal court located in Suffolk County New York. If any part of this Agreement is not enforceable, the remaining provisions will remain valid and enforceable.

7. **Equipment and Software.**

a) We agree to lease to you and you agree to lease from us the equipment identified on the first page of this Agreement or such other comparable equipment we provide you (the "Equipment"), according to the terms and conditions of this Agreement. We are providing the Equipment to you "as is" and make no representations or warranties of any kind as to the suitability of the Equipment for any particular purpose.  
 b) YOU ACKNOWLEDGE THAT THE EQUIPMENT YOU LEASE UNDER THIS LEASE AGREEMENT MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS AND THAT WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH EQUIPMENT COMPATIBLE IN THE EVENT THAT YOU ELECT TO USE ANOTHER SERVICE PROVIDER. UPON TERMINATION OF YOUR MERCHANT PROCESSING AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT LEASED UNDER THIS LEASE AGREEMENT WITH SAID SERVICE PROVIDER.

8. **Warranties**

a) All warranties express or implied, made to you or any other person are hereby disclaimed including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular use, quiet enjoyment, or infringement.  
 b) You warrant that you will only use the Equipment for commercial purposes and will not use the Equipment for any household or personal purposes.  
 c) Leased Equipment is warranted against material defects for the life of the lease. This warranty does not include damage to the Equipment resulting from accident or misuse or any other breach of the Agreement. If the Equipment should become defective within the warranty period, Banc of America Merchant Services, LLC will replace it free of charge (except that appropriate shipping charges may apply).

9. **Lease Guaranty.** No guarantor shall have any right of subrogation to any of our rights in the Equipment or this Lease or against you, and any such right of subrogation is hereby waived and released. All indebtedness that exists now or arises after the execution of this Agreement between you and any guarantor is hereby subordinated to all of your present and future obligations, and those of your guarantor, to us, and no payment shall be made or accepted on such indebtedness due to you from a guarantor until the obligations due to us are paid and satisfied in full.

10. **Payment of Amounts Due, Administrative and Collection Fees.**

| <b>SCHEDULE OF FEES</b>  |               |                            |               |
|--------------------------|---------------|----------------------------|---------------|
| <b>Default Fees</b>      | <b>Amount</b> | <b>Administrative Fees</b> | <b>Amount</b> |
| NSF Fee                  | \$10          | Upgrade Fee                | \$50          |
| Collection Fee           | \$25          | Assumption Fee             | \$150         |
| Late Fee                 | \$10          | Lease Copy Fee             | \$7           |
| Collection Invoicing Fee | \$7           |                            |               |

b) The monthly lease charge is due and payable on the same day of each successive month thereafter of the Lease Term for each piece of lease Equipment. You agree to pay all assessed costs for delivery and installation of Equipment.

c) In addition to the monthly lease charge, you shall pay, or reimburse us for, amounts equal to any taxes or assessments on or arising out of this Agreement or the Equipment, and related supplies or any

services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise tax, exclusive, however, of taxes based on our net income. Reimbursement of property tax calculation is based on an average tax rate.

d) Your lease payments will be due despite dissatisfaction for any reason with the Equipment or related processing services.

e) Whenever any payment is not made by you in full when due, you shall pay us a late fee of \$10.00 for each month during which it remains unpaid but in no event more than the maximum permitted by law. You shall also pay to us a NSF fee of \$10.00 for any debit we attempt to make against your bank account that is for any reason rejected, but in no event more than the maximum amount permitted by law.

f) In the event your account is placed into collections for past due lease amounts, you agree that we can recover a collection expense fee of \$25 for each aggregate payment requiring a collection effort, but in no event more than the maximum amount permitted by law.

11. **Use and Return of Equipment; Insurance.**

a) You shall operate the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall maintain the Equipment in good operating condition and protect it from deterioration, normal wear and tear excepted.

b) You shall not permit any physical alteration or modification of the Equipment, or change the installation site of the Equipment, without our prior written consent.

c) You shall not create, incur, assume or allow any consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment without our prior written consent.

d) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all permits required to operate the Equipment at your facility.

e) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.

f) The Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment evidencing our ownership.

g) You agree that all Equipment returns shall be to TASQ Technology, 1169 Canton Road, Marietta, GA., 30066, be done in a manner that can be tracked, and shall have Lease number referenced on the return packaging. You understand and agree that your failure to return the Equipment in the manner noted above will delay our receipt of the return and possibly result in you being charged the then fair market value of the Equipment, or \$100 should the Equipment be received with excessive wear and tear.

h) You shall keep the Equipment adequately insured against loss by fire, theft, and all other hazards.

i) You shall provide proof of insurance as evidenced by a certificate naming First Data Merchant Services LLC as a loss payee under your insurance policy. The loss, destruction, theft or damage of or to the Equipment shall not relieve you from your obligation to pay the full purchase price or total monthly lease charges hereunder.

12. **Site Preparation.** You will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date.

13. **Title to Equipment.** We at all times retain title to the Equipment unless we agree otherwise in writing. You agree to execute and deliver to us any statement or instrument that we may request to confirm or evidence our ownership of the Equipment, and you irrevocably appoint us as your attorney in fact to execute and file the same in your name and on your behalf. If a court determines that the leasing transaction contemplated by this Agreement does not constitute a financing and is not a lease of the Equipment, then we shall be deemed to have a first lien security interest on the Equipment as of the date of this Agreement, and you will execute such documentation as we may request to evidence such security interest.

14. **Software License.** We retain all ownership and copyright interest in and to all computer software, related documentation, technology, know how and processes embodied in or provided in connection with the Equipment other than those owned or licensed by the manufacturer of the Equipment (collectively "Software"). Any rights to use the Software other than those owned or licensed by the manufacturer of the Equipment are described in this Lease Agreement. You shall have only a nonexclusive license to use the Software owned or licensed by the manufacturer of the Equipment in your operation of the Equipment.

15. **Indemnification.** You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses, (including attorneys' fees) resulting from (a) the operation, use, condition, liens against, or return of the Equipment or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

16. **Assignment.** You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Agreement, any transfer of voting control of you or your parent shall be considered an assignment or transfer hereof. We may assign or transfer this Agreement and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent.

17. **Notices.** All notices must be in writing, if to you at your address appearing on the cover page of this Agreement and if to us at 4000 Coral Ridge Drive, Coral Springs, Florida, 33065. Attn: Lease Department, and shall be deemed to have been given (i) if sent by mail or courier, upon the earlier of five (5) days after mailing or when actually received or, in the case of courier, when delivered, and (ii) if sent by facsimile machine, when the courier confirmation copy is actually received. Notice given in any other manner shall be effective when actually received, if to you at the address appearing on the cover page of this Agreement or by any electronic means, including but not limited to the email address you have provided on the cover page of the Agreement. Notices sent to the Merchant's last known address, as indicated in our records, shall constitute effective notice to the Merchant under this Agreement. Customer Service toll free number 1 877 257 2094.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings and can be changed only by a written agreement signed by all parties. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

**PERSONAL GUARANTY**

Undersigned unconditionally guarantees performance of this Equipment Lease Agreement by Lessee and payment of all sums due hereunder in the event of default, hereby waiving any modification, amendment or extension and notice thereof, and further agrees to the terms of this Equipment Lease Agreement insofar as they apply to the undersigned as guarantor.

|   |                   |                       |                   |                       |
|---|-------------------|-----------------------|-------------------|-----------------------|
| <b>X</b>  | , an Individual   | <b>RICHARD MORGAN</b> | <b>2487563498</b> | <b>3/9/2018</b>       |
| Personal Guarantor's Signature (No Title Allowed) |                   | Print Name            | Home Phone Number | Date                  |
| <b>20940 TURNBERRY BLVD</b>                       | <b>NORTHVILLE</b> | <b>MI 48167</b>       | <b>xx/xx/xx</b>   | <b>XXXXX4750</b>      |
| Home Address                                      | City              | State                 | Zip Code          | DOB Social Security # |

Scott Judge

BDEN

Merchant ID

Sales Rep. Name

Sales ID

**MERCHANT INFORMATION**

|   |                |                       |        |                              |            |
|---|----------------|-----------------------|--------|------------------------------|------------|
| BODY CONTOUR VENT   |                | LIGHTRX LIVONIA       |        |                              |            |
| Corporate Business Name   |                | DBA Name              |        |                              |            |
| 37112 SIX MILE RD   | LIVONIA        | USA                   | MI     | 48152                        | 7342459802 |
| Business Address  |                | City                  | County | State                        | Zip Code   |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Non Profit |                | Business Phone Number |        |                              |            |
| Business Type   |                | Tax ID#               |        | Years in Business            |            |
| 37112 SIX MILE RD   | LIVONIA        | MI                    | 48152  |                              |            |
| Billing Address (if different than above)   |                | City                  | State  | Zip Code                     |            |
| BANK OF AMERICA NA  | XXXXX805       | XXXXX653              |        |                              |            |
| Bank Name   | Routing Number | Account Number        |        | (Provide copy of Void Check) |            |

**DESCRIPTION OF LEASED EQUIPMENT**

| Equipment Type     | Quantity | Unit price w/o tax | Equipment Type | Quantity | Unit price w/o tax |
|--------------------|----------|--------------------|----------------|----------|--------------------|
| Clover Flex Bundle | 1        | \$ 47.93           |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |

**SCHEDULE OF PAYMENTS**

|  |   |  |
|--|---|--|
| Payable at Lease Signing (amounts without tax)<br><input type="checkbox"/> Advance Payments \$ _____<br><input type="checkbox"/> Security Deposit \$ _____<br><input type="checkbox"/> _____ \$ _____<br><b>TOTAL \$ 47.93</b> | Annual Tax Handling Fee:<br><input type="checkbox"/> AL, AR, CA, CT, GA, IN, KY, LA, MS, MO, NE, NV, NM, NC, OK, OR, RI, SC, TN, TX, VT, VA, WA, WV, WI, WY \$ <b>30.20</b><br><input checked="" type="checkbox"/> All other states \$ <b>10.20</b> | Lease Term: <u>36</u> (in months)<br>Total Monthly Lease Charge: (total unit price without tax) \$ <u>47.93</u><br>Total Cost to Lease: (without tax) \$ <u>1,725.48</u> |
| Additional Monthly Charges:<br><input type="checkbox"/> Term. Maintenance Fees: \$ _____<br><input type="checkbox"/> _____ \$ _____  | Option to purchase: If you wish to buyout the equipment please contact 1-877-257-2094 to obtain the cost.<br>Approx. Date of First ACH Payment: _____      Approx. Amount of First ACH Payment: \$ <u>.00</u>                                       |  |

This Equipment Lease Agreement ("Agreement") is being entered into by and between First Data Merchant Services LLC and the Lessee identified in the signature panel of this Agreement. In this Agreement, the words "we," "our" and "us" refer to First Data Merchant Services LLC and its successors and assigns and the words "you" and "your" refer to Lessee and its permitted successors and assigns. This Equipment Lease Agreement may be a factor in the pricing you are receiving for processing services provided by us.

- Effective Date, Term and Interim Rent.**  
 a) This Agreement becomes effective on the date we deliver any piece of Equipment to you (the "Delivery Date"). This Agreement remains in effect until all of your obligations and all of our obligations under it have been satisfied. We will deliver the Equipment to the site designated by you.  
 b) **Term:** The term of this Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us represented by our delivery of Equipment to you (the "Commencement Date"), and continues for the number of months indicated above in the Lease Term. **YOU AGREE THIS AGREEMENT IS A NON CANCELLABLE COMMITMENT BY YOU TO LEASE THE EQUIPMENT IDENTIFIED HEREIN FOR THE ENTIRE LEASE TERM INDICATED ABOVE.** You agree to pay all amounts due during the Lease Term and confirm upon execution the Lease Term is specifically defined as written above.  
 c) You agree to pay an Interim Lease Payment in the amount of one thirtieth (1/30th) of the monthly lease charge for each day from and including the Delivery Date until the date preceding the Commencement Date.
- Authorization.** Lessee hereby authorizes us or our designees, successors or assigns (hereinafter "Lessor") to withdraw any amounts including any and all sales taxes now due or hereinafter imposed, owed by Lessee in conjunction with this Agreement by initiating debit entries to Lessee's account at the bank named above (hereinafter "Bank"), or such other bank as the Lessee may from time to time use. In the event of default of Lessee's obligation hereunder, Lessee authorizes debit of its account for the full amount due under this Agreement. Further, Lessee authorizes Bank to accept and to charge any debit entries initiated by Lessor to Lessee's account. In the event that Lessor withdraws funds erroneously from Lessee's account, Lessee authorizes Lessor to credit Lessee's account for an amount not to exceed the original amount of the debit. This authorization is to remain in full force and effect until Lessor and Bank have received written notice from Lessee of its termination in such time and in such manner as to afford Lessor and Bank a reasonable opportunity to act.
- Default; Remedies.**  
 a) If any debit of your bank account initiated by us is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision of this Agreement or any agreement with any of our affiliates, alliances or joint ventures, any such event shall be a default hereunder. Without limiting the foregoing, any default by you under a Merchant Processing Agreement ("MPA") with us or with an alliance or joint venture to which we are a party may be treated as a default under this Agreement. Such a default would include a default resulting from early termination of the MPA, if applicable. For fees that may be applicable upon payment default, please see paragraph 10.  
 b) Upon the occurrence of any default, we may at our option, effective immediately without notice, either (i) terminate this Agreement and our future obligations under this Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, or (ii) accelerate the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term. If Equipment has not been returned this accelerated amount shall include the then fair market value of the Equipment (as determined in good faith by us). This acceleration of payments is not a penalty but liquidated damages for our loss of the bargain. Upon any such termination for default, we may proceed in any lawful manner to obtain satisfaction of the amounts owed to us and, if applicable, our recovery of the Equipment, including entering onto your premises to recover the Equipment. In addition, you shall also be responsible for our costs of collection, court costs and reasonable attorneys' fees, as well as applicable shipping, repair and refurbishing costs of recovered Equipment. You agree that we shall be entitled to recover any amounts due to us under this Agreement by charging your bank account or any other funds of yours that come into our possession or control, or within the possession or control of our affiliates, alliances or joint ventures, or by setting off amounts that you owe to us against any amounts we may owe to you, without notifying you prior to doing so. Without limiting the foregoing, you agree that we are entitled to recover amounts owed to us under this Agreement by obtaining directly from an alliance or joint venture

**LEASE ACCEPTANCE**

Undersigned agrees to all terms and conditions contained in this Equipment Lease Agreement. Lessee authorizes First Data Merchant Services LLC or its agents, to request and obtain from a consumer reporting agency personal and business consumer reports. Each of the undersigned authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us. **THIS LEASE IS A NON-CANCELLABLE COMMITMENT BY YOU FOR THE FULL LEASE TERM INDICATED HEREIN.** By executing the below, Lessee confirms that the Lease Term is filled in above. Any attempt by you to terminate this commitment prior to the end of the Lease Term, entitles First Data Merchant Services LLC to all rights and remedies set forth in paragraph 3 including acceleration of the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term.

|  |            |                |          |
|--|------------|----------------|----------|
| DocuSigned by:<br><b>X</b> <u>RICHARD MORGAN</u> | Member LLC | RICHARD MORGAN | 3/9/2018 |
|  | Title      | Print Name     | Date     |

DocuSign Envelope ID: 2239EF98-0BB0-45D0-838A-537E2C989F72  
 to which we are a party and with which you have entered into a MPA any funds held or available as security for payment under the terms of the MPA, including funds available under the "Reserve Account; Security Interest" section of the MPA, if applicable.

4. **Return or Purchase of Equipment at End of Lease Period.** Upon the completion of your Lease Term the Agreement shall continue on a month to month basis. There is no obligation to continue the lease after the Lease Term ends. At the end of your Lease Term, you will have the option to: (a) return the Equipment to us; (b) purchase the Equipment from us for the lesser of fair market value at the time (as determined in good faith by us), or an amount equal to ten percent (10%) of the total lease payments under this Lease Agreement with respect to each item of Equipment; or (c) as noted, rent the Equipment on a month to month basis at the existing monthly lease payment. In the absence of an affirmative election by you to return or purchase the Equipment, (c) will apply and this Agreement will continue on a month to month basis at the existing monthly lease payment. After the end of the Lease Term, if you do not want to continue to rent the Equipment on a month to month basis, then you will be obligated to provide Lessor with notice of that choice prior to the end of the Lease Term and advise whether you will return the Equipment to Lessor or purchase the Equipment, which price Lessor shall provide to you upon receipt of the notification. If you fail to provide such notice at least 30 days prior to the end of the Lease Term, you acknowledge that Lessor may not have time to suspend billing due for the next month's lease charge. If we terminate this Agreement pursuant to paragraph 3 due to a default by you, then you shall immediately return the Equipment to us at the address set forth in paragraph 11 no later than the tenth Business Day after termination, or remit to us the fair market value of the Equipment which amount we shall provide after good faith determination. We may collect any amounts due to us under this paragraph 4 by debiting your Settlement Account, and to the extent we are unable to obtain full satisfaction in this manner, you agree to pay the amounts owed to us promptly upon our request.

5. **Limitation on Liability.** We are not liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment, including any damage or injury to persons or property caused by the Equipment. We are not liable for the use or maintenance of the Equipment, its failure to operate, any repairs or service to it, or by any interruption of service or loss of use of the Equipment or resulting loss of business. Our liability arising out of or in any way connected with this Agreement shall not exceed the aggregate lease amount paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Agreement are your sole and exclusive remedies.

6. **Governing Law; Dispute Resolution; Miscellaneous.** This Agreement shall be governed by and will be construed in accordance with the laws of the State of New York (without applying its conflicts of laws principles). We have substantial facilities in the State of New York and many of the services provided under this Agreement are provided from these facilities. The exclusive venue for any actions or claims arising under or related to this Agreement shall be the appropriate state or federal court located in Suffolk County New York. If any part of this Agreement is not enforceable, the remaining provisions will remain valid and enforceable.

7. **Equipment and Software.**

a) We agree to lease to you and you agree to lease from us the equipment identified on the first page of this Agreement or such other comparable equipment we provide you (the "Equipment"), according to the terms and conditions of this Agreement. We are providing the Equipment to you "as is" and make no representations or warranties of any kind as to the suitability of the Equipment for any particular purpose.  
 b) YOU ACKNOWLEDGE THAT THE EQUIPMENT YOU LEASE UNDER THIS LEASE AGREEMENT MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS AND THAT WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH EQUIPMENT COMPATIBLE IN THE EVENT THAT YOU ELECT TO USE ANOTHER SERVICE PROVIDER. UPON TERMINATION OF YOUR MERCHANT PROCESSING AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT LEASED UNDER THIS LEASE AGREEMENT WITH SAID SERVICE PROVIDER.

8. **Warranties**

a) All warranties express or implied, made to you or any other person are hereby disclaimed including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular use, quiet enjoyment, or infringement.  
 b) You warrant that you will only use the Equipment for commercial purposes and will not use the Equipment for any household or personal purposes.  
 c) Leased Equipment is warranted against material defects for the life of the lease. This warranty does not include damage to the Equipment resulting from accident or misuse or any other breach of the Agreement. If the Equipment should become defective within the warranty period, Banc of America Merchant Services, LLC will replace it free of charge (except that appropriate shipping charges may apply).

9. **Lease Guaranty.** No guarantor shall have any right of subrogation to any of our rights in the Equipment or this Lease or against you, and any such right of subrogation is hereby waived and released. All indebtedness that exists now or arises after the execution of this Agreement between you and any guarantor is hereby subordinated to all of your present and future obligations, and those of your guarantor, to us, and no payment shall be made or accepted on such indebtedness due to you from a guarantor until the obligations due to us are paid and satisfied in full.

10. **Payment of Amounts Due, Administrative and Collection Fees.**

| <b>SCHEDULE OF FEES</b>  |               |                            |               |
|--------------------------|---------------|----------------------------|---------------|
| <b>Default Fees</b>      | <b>Amount</b> | <b>Administrative Fees</b> | <b>Amount</b> |
| NSF Fee                  | \$10          | Upgrade Fee                | \$50          |
| Collection Fee           | \$25          | Assumption Fee             | \$150         |
| Late Fee                 | \$10          | Lease Copy Fee             | \$7           |
| Collection Invoicing Fee | \$7           |                            |               |

b) The monthly lease charge is due and payable on the same day of each successive month thereafter of the Lease Term for each piece of lease Equipment. You agree to pay all assessed costs for delivery and installation of Equipment.

c) In addition to the monthly lease charge, you shall pay, or reimburse us for, amounts equal to any taxes or assessments on or arising out of this Agreement or the Equipment, and related supplies or any

services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise tax, exclusive, however, of taxes based on our net income. Reimbursement of property tax calculation is based on an average tax rate.

d) Your lease payments will be due despite dissatisfaction for any reason with the Equipment or related processing services.

e) Whenever any payment is not made by you in full when due, you shall pay us a late fee of \$10.00 for each month during which it remains unpaid but in no event more than the maximum permitted by law. You shall also pay to us a NSF fee of \$10.00 for any debit we attempt to make against your bank account that is for any reason rejected, but in no event more than the maximum amount permitted by law.

f) In the event your account is placed into collections for past due lease amounts, you agree that we can recover a collection expense fee of \$25 for each aggregate payment requiring a collection effort, but in no event more than the maximum amount permitted by law.

11. **Use and Return of Equipment; Insurance.**

a) You shall operate the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall maintain the Equipment in good operating condition and protect it from deterioration, normal wear and tear excepted.

b) You shall not permit any physical alteration or modification of the Equipment, or change the installation site of the Equipment, without our prior written consent.

c) You shall not create, incur, assume or allow any consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment without our prior written consent.

d) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all permits required to operate the Equipment at your facility.

e) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.

f) The Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment evidencing our ownership.

g) You agree that all Equipment returns shall be to TASQ Technology, 1169 Canton Road, Marietta, GA., 30066, be done in a manner that can be tracked, and shall have Lease number referenced on the return packaging. You understand and agree that your failure to return the Equipment in the manner noted above will delay our receipt of the return and possibly result in you being charged the then fair market value of the Equipment, or \$100 should the Equipment be received with excessive wear and tear.

h) You shall keep the Equipment adequately insured against loss by fire, theft, and all other hazards.

i) You shall provide proof of insurance as evidenced by a certificate naming First Data Merchant Services LLC as a loss payee under your insurance policy. The loss, destruction, theft or damage of or to the Equipment shall not relieve you from your obligation to pay the full purchase price or total monthly lease charges hereunder.

12. **Site Preparation.** You will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date.

13. **Title to Equipment.** We at all times retain title to the Equipment unless we agree otherwise in writing. You agree to execute and deliver to us any statement or instrument that we may request to confirm or evidence our ownership of the Equipment, and you irrevocably appoint us as your attorney in fact to execute and file the same in your name and on your behalf. If a court determines that the leasing transaction contemplated by this Agreement does not constitute a financing and is not a lease of the Equipment, then we shall be deemed to have a first lien security interest on the Equipment as of the date of this Agreement, and you will execute such documentation as we may request to evidence such security interest.

14. **Software License.** We retain all ownership and copyright interest in and to all computer software, related documentation, technology, know how and processes embodied in or provided in connection with the Equipment other than those owned or licensed by the manufacturer of the Equipment (collectively "Software"). Any rights to use the Software other than those owned or licensed by the manufacturer of the Equipment are described in this Lease Agreement. You shall have only a nonexclusive license to use the Software owned or licensed by the manufacturer of the Equipment in your operation of the Equipment.

15. **Indemnification.** You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses, (including attorneys' fees) resulting from (a) the operation, use, condition, liens against, or return of the Equipment or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

16. **Assignment.** You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Agreement, any transfer of voting control of you or your parent shall be considered an assignment or transfer hereof. We may assign or transfer this Agreement and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent.

17. **Notices.** All notices must be in writing, if to you at your address appearing on the cover page of this Agreement and if to us at 4000 Coral Ridge Drive, Coral Springs, Florida, 33065. Attn: Lease Department, and shall be deemed to have been given (i) if sent by mail or courier, upon the earlier of five (5) days after mailing or when actually received or, in the case of courier, when delivered, and (ii) if sent by facsimile machine, when the courier confirmation copy is actually received. Notice given in any other manner shall be effective when actually received, if to you at the address appearing on the cover page of this Agreement or by any electronic means, including but not limited to the email address you have provided on the cover page of the Agreement. Notices sent to the Merchant's last known address, as indicated in our records, shall constitute effective notice to the Merchant under this Agreement. Customer Service toll free number 1 877 257 2094.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings and can be changed only by a written agreement signed by all parties. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

**PERSONAL GUARANTY**

Undersigned unconditionally guarantees performance of this Equipment Lease Agreement by Lessee and payment of all sums due hereunder in the event of default, hereby waiving any modification, amendment or extension and notice thereof, and further agrees to the terms of this Equipment Lease Agreement insofar as they apply to the undersigned as guarantor.

|   |                   |                       |                   |                       |
|---|-------------------|-----------------------|-------------------|-----------------------|
| <b>X</b>  | , an Individual   | <b>RICHARD MORGAN</b> | <b>2487563498</b> | <b>3/9/2018</b>       |
| Personal Guarantor's Signature (No Title Allowed) |                   | Print Name            | Home Phone Number | Date                  |
| <b>20940 TURNBERRY BLVD</b>                       | <b>NORTHVILLE</b> | <b>MI 48167</b>       | <b>xx/xx/xx</b>   | <b>XXXXX4750</b>      |
| Home Address                                      | City              | State                 | Zip Code          | DOB Social Security # |



Scott Judge

BDEN

Merchant ID

Sales Rep. Name

Sales ID

**MERCHANT INFORMATION**

|   |                     |                         |       |                              |                       |
|---|---------------------|-------------------------|-------|------------------------------|-----------------------|
| BODY CONTOUR VENT   |                     | LIGHTRX ROCHESTER HILLS |       |                              |                       |
| Corporate Business Name   |                     | DBA Name                |       |                              |                       |
| 6814 N ROCHESTER RD   | ROCHESTER HILLS USA | MI                      | 48306 | 2489231301                   |                       |
| Business Address  | City                | County                  | State | Zip Code                     | Business Phone Number |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Non Profit |                     |                         |       |                              | 4                     |
| Business Type   |                     | Tax ID#                 |       | Years in Business            |                       |
| 6814 N ROCHESTER RD   | ROCHESTER HILLS     | MI                      | 48306 |                              |                       |
| Billing Address (if different than above)   |                     | City                    | State | Zip Code                     |                       |
| BANK OF AMERICA NA  | XXXXX805            | XXXXX844                |       |                              |                       |
| Bank Name   | Routing Number      | Account Number          |       | (Provide copy of Void Check) |                       |

**DESCRIPTION OF LEASED EQUIPMENT**

| Equipment Type     | Quantity | Unit price w/o tax | Equipment Type | Quantity | Unit price w/o tax |
|--------------------|----------|--------------------|----------------|----------|--------------------|
| Clover Flex Bundle | 1        | \$ 47.93           |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |

**SCHEDULE OF PAYMENTS**

|  |   |  |
|--|---|--|
| Payable at Lease Signing (amounts without tax)<br><input type="checkbox"/> Advance Payments \$ _____<br><input type="checkbox"/> Security Deposit \$ _____<br><input type="checkbox"/> _____ \$ _____<br><b>TOTAL \$ 47.93</b> | Annual Tax Handling Fee:<br><input type="checkbox"/> AL, AR, CA, CT, GA, IN, KY, LA, MS, MO, NE, NV, NM, NC, OK, OR, RI, SC, TN, TX, VT, VA, WA, WV, WI, WY \$ <b>30.20</b><br><input checked="" type="checkbox"/> All other states \$ <b>10.20</b> | Lease Term: <u>36</u> (in months)<br>Total Monthly Lease Charge: (total unit price without tax) \$ <u>47.93</u><br>Total Cost to Lease: (without tax) \$ <u>1,725.48</u> |
| Additional Monthly Charges:<br><input type="checkbox"/> Term. Maintenance Fees: \$ _____<br><input type="checkbox"/> _____ \$ _____  | Option to purchase: If you wish to buyout the equipment please contact 1-877-257-2094 to obtain the cost.<br>Approx. Date of First ACH Payment: _____      Approx. Amount of First ACH Payment: \$ <u>.00</u>                                       |  |

This Equipment Lease Agreement ("Agreement") is being entered into by and between First Data Merchant Services LLC and the Lessee identified in the signature panel of this Agreement. In this Agreement, the words "we," "our" and "us" refer to First Data Merchant Services LLC and its successors and assigns and the words "you" and "your" refer to Lessee and its permitted successors and assigns. This Equipment Lease Agreement may be a factor in the pricing you are receiving for processing services provided by us.

- Effective Date, Term and Interim Rent.**  
 a) This Agreement becomes effective on the date we deliver any piece of Equipment to you (the "Delivery Date"). This Agreement remains in effect until all of your obligations and all of our obligations under it have been satisfied. We will deliver the Equipment to the site designated by you.  
 b) **Term:** The term of this Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us represented by our delivery of Equipment to you (the "Commencement Date"), and continues for the number of months indicated above in the Lease Term. **YOU AGREE THIS AGREEMENT IS A NON CANCELLABLE COMMITMENT BY YOU TO LEASE THE EQUIPMENT IDENTIFIED HEREIN FOR THE ENTIRE LEASE TERM INDICATED ABOVE.** You agree to pay all amounts due during the Lease Term and confirm upon execution the Lease Term is specifically defined as written above.  
 c) You agree to pay an Interim Lease Payment in the amount of one thirtieth (1/30th) of the monthly lease charge for each day from and including the Delivery Date until the date preceding the Commencement Date.
- Authorization.** Lessee hereby authorizes us or our designees, successors or assigns (hereinafter "Lessor") to withdraw any amounts including any and all sales taxes now due or hereinafter imposed, owed by Lessee in conjunction with this Agreement by initiating debit entries to Lessee's account at the bank named above (hereinafter "Bank"), or such other bank as the Lessee may from time to time use. In the event of default of Lessee's obligation hereunder, Lessee authorizes debit of its account for the full amount due under this Agreement. Further, Lessee authorizes Bank to accept and to charge any debit entries initiated by Lessor to Lessee's account. In the event that Lessor withdraws funds erroneously from Lessee's account, Lessee authorizes Lessor to credit Lessee's account for an amount not to exceed the original amount of the debit. This authorization is to remain in full force and effect until Lessor and Bank have received written notice from Lessee of its termination in such time and in such manner as to afford Lessor and Bank a reasonable opportunity to act.
- Default; Remedies.**  
 a) If any debit of your bank account initiated by us is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision of this Agreement or any agreement with any of our affiliates, alliances or joint ventures, any such event shall be a default hereunder. Without limiting the foregoing, any default by you under a Merchant Processing Agreement ("MPA") with us or with an alliance or joint venture to which we are a party may be treated as a default under this Agreement. Such a default would include a default resulting from early termination of the MPA, if applicable. For fees that may be applicable upon payment default, please see paragraph 10.  
 b) Upon the occurrence of any default, we may at our option, effective immediately without notice, either (i) terminate this Agreement and our future obligations under this Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, or (ii) accelerate the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term. If Equipment has not been returned this accelerated amount shall include the then fair market value of the Equipment (as determined in good faith by us). This acceleration of payments is not a penalty but liquidated damages for our loss of the bargain. Upon any such termination for default, we may proceed in any lawful manner to obtain satisfaction of the amounts owed to us and, if applicable, our recovery of the Equipment, including entering onto your premises to recover the Equipment. In addition, you shall also be responsible for our costs of collection, court costs and reasonable attorneys' fees, as well as applicable shipping, repair and refurbishing costs of recovered Equipment. You agree that we shall be entitled to recover any amounts due to us under this Agreement by charging your bank account or any other funds of yours that come into our possession or control, or within the possession or control of our affiliates, alliances or joint ventures, or by setting off amounts that you owe to us against any amounts we may owe to you, without notifying you prior to doing so. Without limiting the foregoing, you agree that we are entitled to recover amounts owed to us under this Agreement by obtaining directly from an alliance or joint venture

**LEASE ACCEPTANCE**

Undersigned agrees to all terms and conditions contained in this Equipment Lease Agreement. Lessee authorizes First Data Merchant Services LLC or its agents, to request and obtain from a consumer reporting agency personal and business consumer reports. Each of the undersigned authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us. **THIS LEASE IS A NON-CANCELLABLE COMMITMENT BY YOU FOR THE FULL LEASE TERM INDICATED HEREIN.** By executing the below, Lessee confirms that the Lease Term is filled in above. Any attempt by you to terminate this commitment prior to the end of the Lease Term, entitles First Data Merchant Services LLC to all rights and remedies set forth in paragraph 3 including acceleration of the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term.

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| DocuSigned by:<br><b>X</b> RICHARD MORGAN<br>Les F685F3FC301C42B | Member LLC | RICHARD MORGAN | 3/9/2018 |
|  | Title      | Print Name     | Date     |

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 to which we are a party and with which you have entered into a MPA any funds held or available as security for payment under the terms of the MPA, including funds available under the "Reserve Account; Security Interest" section of the MPA, if applicable.

4. **Return or Purchase of Equipment at End of Lease Period.** Upon the completion of your Lease Term the Agreement shall continue on a month to month basis. There is no obligation to continue the lease after the Lease Term ends. At the end of your Lease Term, you will have the option to: (a) return the Equipment to us; (b) purchase the Equipment from us for the lesser of fair market value at the time (as determined in good faith by us), or an amount equal to ten percent (10%) of the total lease payments under this Lease Agreement with respect to each item of Equipment; or (c) as noted, rent the Equipment on a month to month basis at the existing monthly lease payment. In the absence of an affirmative election by you to return or purchase the Equipment, (c) will apply and this Agreement will continue on a month to month basis at the existing monthly lease payment. After the end of the Lease Term, if you do not want to continue to rent the Equipment on a month to month basis, then you will be obligated to provide Lessor with notice of that choice prior to the end of the Lease Term and advise whether you will return the Equipment to Lessor or purchase the Equipment, which price Lessor shall provide to you upon receipt of the notification. If you fail to provide such notice at least 30 days prior to the end of the Lease Term, you acknowledge that Lessor may not have time to suspend billing due for the next month's lease charge. If we terminate this Agreement pursuant to paragraph 3 due to a default by you, then you shall immediately return the Equipment to us at the address set forth in paragraph 11 no later than the tenth Business Day after termination, or remit to us the fair market value of the Equipment which amount we shall provide after good faith determination. We may make any amounts due to us under this paragraph 4 by debiting your Settlement Account, and to the extent we are unable to obtain full satisfaction in this manner, you agree to pay the amounts owed to us promptly upon our request.

5. **Limitation on Liability.** We are not liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment, including any damage or injury to persons or property caused by the Equipment. We are not liable for the use or maintenance of the Equipment, its failure to operate, any repairs or service to it, or by any interruption of service or loss of use of the Equipment or resulting loss of business. Our liability arising out of or in any way connected with this Agreement shall not exceed the aggregate lease amount paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Agreement are your sole and exclusive remedies.

6. **Governing Law; Dispute Resolution; Miscellaneous.** This Agreement shall be governed by and will be construed in accordance with the laws of the State of New York (without applying its conflicts of laws principles). We have substantial facilities in the State of New York and many of the services provided under this Agreement are provided from these facilities. The exclusive venue for any actions or claims arising under or related to this Agreement shall be the appropriate state or federal court located in Suffolk County New York. If any part of this Agreement is not enforceable, the remaining provisions will remain valid and enforceable.

7. **Equipment and Software.**

a) We agree to lease to you and you agree to lease from us the equipment identified on the first page of this Agreement or such other comparable equipment we provide you (the "Equipment"), according to the terms and conditions of this Agreement. We are providing the Equipment to you "as is" and make no representations or warranties of any kind as to the suitability of the Equipment for any particular purpose.  
 b) YOU ACKNOWLEDGE THAT THE EQUIPMENT YOU LEASE UNDER THIS LEASE AGREEMENT MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS AND THAT WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH EQUIPMENT COMPATIBLE IN THE EVENT THAT YOU ELECT TO USE ANOTHER SERVICE PROVIDER. UPON TERMINATION OF YOUR MERCHANT PROCESSING AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT LEASED UNDER THIS LEASE AGREEMENT WITH SAID SERVICE PROVIDER.

8. **Warranties**

a) All warranties express or implied, made to you or any other person are hereby disclaimed including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular use, quiet enjoyment, or infringement.  
 b) You warrant that you will only use the Equipment for commercial purposes and will not use the Equipment for any household or personal purposes.  
 c) Leased Equipment is warranted against material defects for the life of the lease. This warranty does not include damage to the Equipment resulting from accident or misuse or any other breach of the Agreement. If the Equipment should become defective within the warranty period, Banc of America Merchant Services, LLC will replace it free of charge (except that appropriate shipping charges may apply).

9. **Lease Guaranty.** No guarantor shall have any right of subrogation to any of our rights in the Equipment or this Lease or against you, and any such right of subrogation is hereby waived and released. All indebtedness that exists now or arises after the execution of this Agreement between you and any guarantor is hereby subordinated to all of your present and future obligations, and those of your guarantor, to us, and no payment shall be made or accepted on such indebtedness due to you from a guarantor until the obligations due to us are paid and satisfied in full.

10. **Payment of Amounts Due, Administrative and Collection Fees.**

| <b>SCHEDULE OF FEES</b>  |               |                            |               |
|--------------------------|---------------|----------------------------|---------------|
| <b>Default Fees</b>      | <b>Amount</b> | <b>Administrative Fees</b> | <b>Amount</b> |
| NSF Fee                  | \$10          | Upgrade Fee                | \$50          |
| Collection Fee           | \$25          | Assumption Fee             | \$150         |
| Late Fee                 | \$10          | Lease Copy Fee             | \$7           |
| Collection Invoicing Fee | \$7           |                            |               |

b) The monthly lease charge is due and payable on the same day of each successive month thereafter of the Lease Term for each piece of lease Equipment. You agree to pay all assessed costs for delivery and installation of Equipment.

c) In addition to the monthly lease charge, you shall pay, or reimburse us for, amounts equal to any taxes or assessments on or arising out of this Agreement or the Equipment, and related supplies or any

services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise tax, exclusive, however, of taxes based on our net income. Reimbursement of property tax calculation is based on an average tax rate.

d) Your lease payments will be due despite dissatisfaction for any reason with the Equipment or related processing services.

e) Whenever any payment is not made by you in full when due, you shall pay us a late fee of \$10.00 for each month during which it remains unpaid but in no event more than the maximum permitted by law. You shall also pay to us a NSF fee of \$10.00 for any debit we attempt to make against your bank account that is for any reason rejected, but in no event more than the maximum amount permitted by law.

f) In the event your account is placed into collections for past due lease amounts, you agree that we can recover a collection expense fee of \$25 for each aggregate payment requiring a collection effort, but in no event more than the maximum amount permitted by law.

11. **Use and Return of Equipment; Insurance.**

a) You shall operate the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall maintain the Equipment in good operating condition and protect it from deterioration, normal wear and tear excepted.

b) You shall not permit any physical alteration or modification of the Equipment, or change the installation site of the Equipment, without our prior written consent.

c) You shall not create, incur, assume or allow any consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment without our prior written consent.

d) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all permits required to operate the Equipment at your facility.

e) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.

f) The Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment evidencing our ownership.

g) You agree that all Equipment returns shall be to TASQ Technology, 1169 Canton Road, Marietta, GA., 30066, be done in a manner that can be tracked, and shall have Lease number referenced on the return packaging. You understand and agree that your failure to return the Equipment in the manner noted above will delay our receipt of the return and possibly result in you being charged the then fair market value of the Equipment, or \$100 should the Equipment be received with excessive wear and tear.

h) You shall keep the Equipment adequately insured against loss by fire, theft, and all other hazards.

i) You shall provide proof of insurance as evidenced by a certificate naming First Data Merchant Services LLC as a loss payee under your insurance policy. The loss, destruction, theft or damage of or to the Equipment shall not relieve you from your obligation to pay the full purchase price or total monthly lease charges hereunder.

12. **Site Preparation.** You will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date.

13. **Title to Equipment.** We at all times retain title to the Equipment unless we agree otherwise in writing. You agree to execute and deliver to us any statement or instrument that we may request to confirm or evidence our ownership of the Equipment, and you irrevocably appoint us as your attorney in fact to execute and file the same in your name and on your behalf. If a court determines that the leasing transaction contemplated by this Agreement does not constitute a financing and is not a lease of the Equipment, then we shall be deemed to have a first lien security interest on the Equipment as of the date of this Agreement, and you will execute such documentation as we may request to evidence such security interest.

14. **Software License.** We retain all ownership and copyright interest in and to all computer software, related documentation, technology, know how and processes embodied in or provided in connection with the Equipment other than those owned or licensed by the manufacturer of the Equipment (collectively "Software"). Any rights to use the Software other than those owned or licensed by the manufacturer of the Equipment are described in this Lease Agreement. You shall have only a nonexclusive license to use the Software owned or licensed by the manufacturer of the Equipment in your operation of the Equipment.

15. **Indemnification.** You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses, (including attorneys' fees) resulting from (a) the operation, use, condition, liens against, or return of the Equipment or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

16. **Assignment.** You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Agreement, any transfer of voting control of you or your parent shall be considered an assignment or transfer hereof. We may assign or transfer this Agreement and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent.

17. **Notices.** All notices must be in writing, if to you at your address appearing on the cover page of this Agreement and if to us at 4000 Coral Ridge Drive, Coral Springs, Florida, 33065. Attn: Lease Department, and shall be deemed to have been given (i) if sent by mail or courier, upon the earlier of five (5) days after mailing or when actually received or, in the case of courier, when delivered, and (ii) if sent by facsimile machine, when the courier confirmation copy is actually received. Notice given in any other manner shall be effective when actually received, if to you at the address appearing on the cover page of this Agreement or by any electronic means, including but not limited to the email address you have provided on the cover page of the Agreement. Notices sent to the Merchant's last known address, as indicated in our records, shall constitute effective notice to the Merchant under this Agreement. Customer Service toll free number 1 877 257 2094.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings and can be changed only by a written agreement signed by all parties. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

**PERSONAL GUARANTY**

Undersigned unconditionally guarantees performance of this Equipment Lease Agreement by Lessee and payment of all sums due hereunder in the event of default, hereby waiving any modification, amendment or extension and notice thereof, and further agrees to the terms of this Equipment Lease Agreement insofar as they apply to the undersigned as guarantor.

|   |                   |                       |                   |                       |
|---|-------------------|-----------------------|-------------------|-----------------------|
| <b>X</b>  | , an Individual   | <b>RICHARD MORGAN</b> | <b>2487563498</b> | <b>3/9/2018</b>       |
| Personal Guarantor's Signature (No Title Allowed) |                   | Print Name            | Home Phone Number | Date                  |
| <b>20940 TURNBERRY BLVD</b>                       | <b>NORTHVILLE</b> | <b>MI 48167</b>       | <b>xx/xx/xx</b>   | <b>XXXXX4750</b>      |
| Home Address                                      | City              | State                 | Zip Code          | DOB Social Security # |

Scott Judge

BDEN

Merchant ID

Sales Rep. Name

Sales ID

**MERCHANT INFORMATION**

|   |                     |                |        |                              |                       |
|---|---------------------|----------------|--------|------------------------------|-----------------------|
| BODY CONTOUR VENT   |                     | LIGHTRX SHELBY |        |                              |                       |
| Corporate Business Name   |                     | DBA Name       |        |                              |                       |
| 45625 HAYES RD  | SHELBY TOWNSHIP USA | MI             | 48315  | 5865804830                   |                       |
| Business Address  |                     | City           | County | State                        | Zip Code              |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Non Profit |                     |                |        |                              | Business Phone Number |
| Business Type   |                     |                |        | Tax ID#                      | Years in Business     |
| 45625 HAYES RD  | SHELBY TOWNSHIP     | MI             | 48315  |                              |                       |
| Billing Address (if different than above)   |                     | City           | State  | Zip Code                     |                       |
| BANK OF AMERICA NA  | XXXXX805            | XXXXX886       |        |                              |                       |
| Bank Name   | Routing Number      | Account Number |        | (Provide copy of Void Check) |                       |

**DESCRIPTION OF LEASED EQUIPMENT**

| Equipment Type     | Quantity | Unit price w/o tax | Equipment Type | Quantity | Unit price w/o tax |
|--------------------|----------|--------------------|----------------|----------|--------------------|
| Clover Flex Bundle | 1        | \$ 47.93           |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |

**SCHEDULE OF PAYMENTS**

|  |   |  |
|--|---|--|
| Payable at Lease Signing (amounts without tax)<br><input type="checkbox"/> Advance Payments \$ _____<br><input type="checkbox"/> Security Deposit \$ _____<br><input type="checkbox"/> _____ \$ _____<br><b>TOTAL \$ 47.93</b> | Annual Tax Handling Fee:<br><input type="checkbox"/> AL, AR, CA, CT, GA, IN, KY, LA, MS, MO, NE, NV, NM, NC, OK, OR, RI, SC, TN, TX, VT, VA, WA, WV, WI, WY \$ <b>30.20</b><br><input checked="" type="checkbox"/> All other states \$ <b>10.20</b> | Lease Term: <u>36</u> (in months)<br>Total Monthly Lease Charge: (total unit price without tax) \$ <u>47.93</u><br>Total Cost to Lease: (without tax) \$ <u>1,725.48</u> |
| Additional Monthly Charges:<br><input type="checkbox"/> Term. Maintenance Fees: \$ _____<br><input type="checkbox"/> _____ \$ _____  | Option to purchase: If you wish to buyout the equipment please contact 1-877-257-2094 to obtain the cost.<br>Approx. Date of First ACH Payment: _____ Approx. Amount of First ACH Payment: \$ <u>.00</u>  |  |

This Equipment Lease Agreement ("Agreement") is being entered into by and between First Data Merchant Services LLC and the Lessee identified in the signature panel of this Agreement. In this Agreement, the words "we," "our" and "us" refer to First Data Merchant Services LLC and its successors and assigns and the words "you" and "your" refer to Lessee and its permitted successors and assigns. This Equipment Lease Agreement may be a factor in the pricing you are receiving for processing services provided by us.

- Effective Date, Term and Interim Rent.**  
 a) This Agreement becomes effective on the date we deliver any piece of Equipment to you (the "Delivery Date"). This Agreement remains in effect until all of your obligations and all of our obligations under it have been satisfied. We will deliver the Equipment to the site designated by you.  
 b) **Term:** The term of this Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us represented by our delivery of Equipment to you (the "Commencement Date"), and continues for the number of months indicated above in the Lease Term. **YOU AGREE THIS AGREEMENT IS A NON CANCELLABLE COMMITMENT BY YOU TO LEASE THE EQUIPMENT IDENTIFIED HEREIN FOR THE ENTIRE LEASE TERM INDICATED ABOVE.** You agree to pay all amounts due during the Lease Term and confirm upon execution the Lease Term is specifically defined as written above.  
 c) You agree to pay an Interim Lease Payment in the amount of one thirtieth (1/30th) of the monthly lease charge for each day from and including the Delivery Date until the date preceding the Commencement Date.
- Authorization.** Lessee hereby authorizes us or our designees, successors or assigns (hereinafter "Lessor") to withdraw any amounts including any and all sales taxes now due or hereinafter imposed, owed by Lessee in conjunction with this Agreement by initiating debit entries to Lessee's account at the bank named above (hereinafter "Bank"), or such other bank as the Lessee may from time to time use. In the event of default of Lessee's obligation hereunder, Lessee authorizes debit of its account for the full amount due under this Agreement. Further, Lessee authorizes Bank to accept and to charge any debit entries initiated by Lessor to Lessee's account. In the event that Lessor withdraws funds erroneously from Lessee's account, Lessee authorizes Lessor to credit Lessee's account for an amount not to exceed the original amount of the debit. This authorization is to remain in full force and effect until Lessor and Bank have received written notice from Lessee of its termination in such time and in such manner as to afford Lessor and Bank a reasonable opportunity to act.
- Default; Remedies.**  
 a) If any debit of your bank account initiated by us is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision of this Agreement or any agreement with any of our affiliates, alliances or joint ventures, any such event shall be a default hereunder. Without limiting the foregoing, any default by you under a Merchant Processing Agreement ("MPA") with us or with an alliance or joint venture to which we are a party may be treated as a default under this Agreement. Such a default would include a default resulting from early termination of the MPA, if applicable. For fees that may be applicable upon payment default, please see paragraph 10.  
 b) Upon the occurrence of any default, we may at our option, effective immediately without notice, either (i) terminate this Agreement and our future obligations under this Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, or (ii) accelerate the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term. If Equipment has not been returned this accelerated amount shall include the then fair market value of the Equipment (as determined in good faith by us). This acceleration of payments is not a penalty but liquidated damages for our loss of the bargain. Upon any such termination for default, we may proceed in any lawful manner to obtain satisfaction of the amounts owed to us and, if applicable, our recovery of the Equipment, including entering onto your premises to recover the Equipment. In addition, you shall also be responsible for our costs of collection, court costs and reasonable attorneys' fees, as well as applicable shipping, repair and refurbishing costs of recovered Equipment. You agree that we shall be entitled to recover any amounts due to us under this Agreement by charging your bank account or any other funds of yours that come into our possession or control, or within the possession or control of our affiliates, alliances or joint ventures, or by setting off amounts that you owe to us against any amounts we may owe to you, without notifying you prior to doing so. Without limiting the foregoing, you agree that we are entitled to recover amounts owed to us under this Agreement by obtaining directly from an alliance or joint venture

**LEASE ACCEPTANCE**

Undersigned agrees to all terms and conditions contained in this Equipment Lease Agreement. Lessee authorizes First Data Merchant Services LLC or its agents, to request and obtain from a consumer reporting agency personal and business consumer reports. Each of the undersigned authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us. **THIS LEASE IS A NON-CANCELLABLE COMMITMENT BY YOU FOR THE FULL LEASE TERM INDICATED HEREIN.** By executing the below, Lessee confirms that the Lease Term is filled in above. Any attempt by you to terminate this commitment prior to the end of the Lease Term, entitles First Data Merchant Services LLC to all rights and remedies set forth in paragraph 3 including acceleration of the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term.

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|--|------------|----------------|----------|
| DocuSigned by:<br><b>X</b> RICHARD MORGAN<br>Les F685F3FC301C42B | Member LLC | RICHARD MORGAN | 3/9/2018 |
|  | Title      | Print Name     | Date     |



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 to which we are a party and with which you have entered into a MPA any funds held or available as security for payment under the terms of the MPA, including funds available under the "Reserve Account; Security Interest" section of the MPA, if applicable.

4. **Return or Purchase of Equipment at End of Lease Period.** Upon the completion of your Lease Term the Agreement shall continue on a month to month basis. There is no obligation to continue the lease after the Lease Term ends. At the end of your Lease Term, you will have the option to: (a) return the Equipment to us; (b) purchase the Equipment from us for the lesser of fair market value at the time (as determined in good faith by us), or an amount equal to ten percent (10%) of the total lease payments under this Lease Agreement with respect to each item of Equipment; or (c) as noted, rent the Equipment on a month to month basis at the existing monthly lease payment. In the absence of an affirmative election by you to return or purchase the Equipment, (c) will apply and this Agreement will continue on a month to month basis at the existing monthly lease payment. After the end of the Lease Term, if you do not want to continue to rent the Equipment on a month to month basis, then you will be obligated to provide Lessor with notice of that choice prior to the end of the Lease Term and advise whether you will return the Equipment to Lessor or purchase the Equipment, which price Lessor shall provide to you upon receipt of the notification. If you fail to provide such notice at least 30 days prior to the end of the Lease Term, you acknowledge that Lessor may not have time to suspend billing due for the next month's lease charge. If we terminate this Agreement pursuant to paragraph 3 due to a default by you, then you shall immediately return the Equipment to us at the address set forth in paragraph 11 no later than the tenth Business Day after termination, or remit to us the fair market value of the Equipment which amount we shall provide after good faith determination. We may collect any amounts due to us under this paragraph 4 by debiting your Settlement Account, and to the extent we are unable to obtain full satisfaction in this manner, you agree to pay the amounts owed to us promptly upon our request.

5. **Limitation on Liability.** We are not liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment, including any damage or injury to persons or property caused by the Equipment. We are not liable for the use or maintenance of the Equipment, its failure to operate, any repairs or service to it, or by any interruption of service or loss of use of the Equipment or resulting loss of business. Our liability arising out of or in any way connected with this Agreement shall not exceed the aggregate lease amount paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Agreement are your sole and exclusive remedies.

6. **Governing Law; Dispute Resolution; Miscellaneous.** This Agreement shall be governed by and will be construed in accordance with the laws of the State of New York (without applying its conflicts of laws principles). We have substantial facilities in the State of New York and many of the services provided under this Agreement are provided from these facilities. The exclusive venue for any actions or claims arising under or related to this Agreement shall be the appropriate state or federal court located in Suffolk County New York. If any part of this Agreement is not enforceable, the remaining provisions will remain valid and enforceable.

7. **Equipment and Software.**

a) We agree to lease to you and you agree to lease from us the equipment identified on the first page of this Agreement or such other comparable equipment we provide you (the "Equipment"), according to the terms and conditions of this Agreement. We are providing the Equipment to you "as is" and make no representations or warranties of any kind as to the suitability of the Equipment for any particular purpose.  
 b) YOU ACKNOWLEDGE THAT THE EQUIPMENT YOU LEASE UNDER THIS LEASE AGREEMENT MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS AND THAT WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH EQUIPMENT COMPATIBLE IN THE EVENT THAT YOU ELECT TO USE ANOTHER SERVICE PROVIDER. UPON TERMINATION OF YOUR MERCHANT PROCESSING AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT LEASED UNDER THIS LEASE AGREEMENT WITH SAID SERVICE PROVIDER.

8. **Warranties**

a) All warranties express or implied, made to you or any other person are hereby disclaimed including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular use, quiet enjoyment, or infringement.  
 b) You warrant that you will only use the Equipment for commercial purposes and will not use the Equipment for any household or personal purposes.  
 c) Leased Equipment is warranted against material defects for the life of the lease. This warranty does not include damage to the Equipment resulting from accident or misuse or any other breach of the Agreement. If the Equipment should become defective within the warranty period, Banc of America Merchant Services, LLC will replace it free of charge (except that appropriate shipping charges may apply).

9. **Lease Guaranty.** No guarantor shall have any right of subrogation to any of our rights in the Equipment or this Lease or against you, and any such right of subrogation is hereby waived and released. All indebtedness that exists now or arises after the execution of this Agreement between you and any guarantor is hereby subordinated to all of your present and future obligations, and those of your guarantor, to us, and no payment shall be made or accepted on such indebtedness due to you from a guarantor until the obligations due to us are paid and satisfied in full.

10. **Payment of Amounts Due, Administrative and Collection Fees.**

| <b>SCHEDULE OF FEES</b>  |               |                            |               |
|--------------------------|---------------|----------------------------|---------------|
| <b>Default Fees</b>      | <b>Amount</b> | <b>Administrative Fees</b> | <b>Amount</b> |
| NSF Fee                  | \$10          | Upgrade Fee                | \$50          |
| Collection Fee           | \$25          | Assumption Fee             | \$150         |
| Late Fee                 | \$10          | Lease Copy Fee             | \$7           |
| Collection Invoicing Fee | \$7           |                            |               |

b) The monthly lease charge is due and payable on the same day of each successive month thereafter of the Lease Term for each piece of lease Equipment. You agree to pay all assessed costs for delivery and installation of Equipment.

c) In addition to the monthly lease charge, you shall pay, or reimburse us for, amounts equal to any taxes or assessments on or arising out of this Agreement or the Equipment, and related supplies or any

services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise tax, exclusive, however, of taxes based on our net income. Reimbursement of property tax calculation is based on an average tax rate.

d) Your lease payments will be due despite dissatisfaction for any reason with the Equipment or related processing services.

e) Whenever any payment is not made by you in full when due, you shall pay us a late fee of \$10.00 for each month during which it remains unpaid but in no event more than the maximum permitted by law. You shall also pay to us a NSF fee of \$10.00 for any debit we attempt to make against your bank account that is for any reason rejected, but in no event more than the maximum amount permitted by law.

f) In the event your account is placed into collections for past due lease amounts, you agree that we can recover a collection expense fee of \$25 for each aggregate payment requiring a collection effort, but in no event more than the maximum amount permitted by law.

11. **Use and Return of Equipment; Insurance.**

a) You shall operate the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall maintain the Equipment in good operating condition and protect it from deterioration, normal wear and tear excepted.

b) You shall not permit any physical alteration or modification of the Equipment, or change the installation site of the Equipment, without our prior written consent.

c) You shall not create, incur, assume or allow any consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment without our prior written consent.

d) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all permits required to operate the Equipment at your facility.

e) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.

f) The Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment evidencing our ownership.

g) You agree that all Equipment returns shall be to TASQ Technology, 1169 Canton Road, Marietta, GA., 30066, be done in a manner that can be tracked, and shall have Lease number referenced on the return packaging. You understand and agree that your failure to return the Equipment in the manner noted above will delay our receipt of the return and possibly result in you being charged the then fair market value of the Equipment, or \$100 should the Equipment be received with excessive wear and tear.

h) You shall keep the Equipment adequately insured against loss by fire, theft, and all other hazards.

i) You shall provide proof of insurance as evidenced by a certificate naming First Data Merchant Services LLC as a loss payee under your insurance policy. The loss, destruction, theft or damage of or to the Equipment shall not relieve you from your obligation to pay the full purchase price or total monthly lease charges hereunder.

12. **Site Preparation.** You will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date.

13. **Title to Equipment.** We at all times retain title to the Equipment unless we agree otherwise in writing. You agree to execute and deliver to us any statement or instrument that we may request to confirm or evidence our ownership of the Equipment, and you irrevocably appoint us as your attorney in fact to execute and file the same in your name and on your behalf. If a court determines that the leasing transaction contemplated by this Agreement does not constitute a financing and is not a lease of the Equipment, then we shall be deemed to have a first lien security interest on the Equipment as of the date of this Agreement, and you will execute such documentation as we may request to evidence such security interest.

14. **Software License.** We retain all ownership and copyright interest in and to all computer software, related documentation, technology, know how and processes embodied in or provided in connection with the Equipment other than those owned or licensed by the manufacturer of the Equipment (collectively "Software"). Any rights to use the Software other than those owned or licensed by the manufacturer of the Equipment are described in this Lease Agreement. You shall have only a nonexclusive license to use the Software owned or licensed by the manufacturer of the Equipment in your operation of the Equipment.

15. **Indemnification.** You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses, (including attorneys' fees) resulting from (a) the operation, use, condition, liens against, or return of the Equipment or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

16. **Assignment.** You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Agreement, any transfer of voting control of you or your parent shall be considered an assignment or transfer hereof. We may assign or transfer this Agreement and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent.

17. **Notices.** All notices must be in writing, if to you at your address appearing on the cover page of this Agreement and if to us at 4000 Coral Ridge Drive, Coral Springs, Florida, 33065. Attn: Lease Department, and shall be deemed to have been given (i) if sent by mail or courier, upon the earlier of five (5) days after mailing or when actually received or, in the case of courier, when delivered, and (ii) if sent by facsimile machine, when the courier confirmation copy is actually received. Notice given in any other manner shall be effective when actually received, if to you at the address appearing on the cover page of this Agreement or by any electronic means, including but not limited to the email address you have provided on the cover page of the Agreement. Notices sent to the Merchant's last known address, as indicated in our records, shall constitute effective notice to the Merchant under this Agreement. Customer Service toll free number 1 877 257 2094.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings and can be changed only by a written agreement signed by all parties. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

**PERSONAL GUARANTY**

Undersigned unconditionally guarantees performance of this Equipment Lease Agreement by Lessee and payment of all sums due hereunder in the event of default, hereby waiving any modification, amendment or extension and notice thereof, and further agrees to the terms of this Equipment Lease Agreement insofar as they apply to the undersigned as guarantor.

|   |                   |                       |                   |                       |
|---|-------------------|-----------------------|-------------------|-----------------------|
| <b>X</b>  | , an Individual   | <b>RICHARD MORGAN</b> | <b>2487563498</b> | <b>3/9/2018</b>       |
| Personal Guarantor's Signature (No Title Allowed) |                   | Print Name            | Home Phone Number | Date                  |
| <b>20940 TURNBERRY BLVD</b>                       | <b>NORTHVILLE</b> | <b>MI 48167</b>       | <b>xx/xx/xx</b>   | <b>XXXXX4750</b>      |
| Home Address                                      | City              | State                 | Zip Code          | DOB Social Security # |

Scott Judge

BDEN

Merchant ID

Sales Rep. Name

Sales ID

**MERCHANT INFORMATION**

|   |      |                       |                |                   |                              |
|---|------|-----------------------|----------------|-------------------|------------------------------|
| BODY CONTOUR VENT   |      | LIGHTRX TROY          |                |                   |                              |
| Corporate Business Name   |      | DBA Name              |                |                   |                              |
| 3342 ROCHESTER RD   | TROY | USA                   | MI             | 48083             | 2488246919                   |
| Business Address  |      | City                  | County         | State             | Zip Code                     |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Non Profit |      | Business Phone Number |                |                   |                              |
| Business Type   |      | Tax ID#               |                | Years in Business |                              |
| 3342 ROCHESTER RD   |      | TROY                  | MI             | 48083             |                              |
| Billing Address (if different than above)   |      | City                  | State          | Zip Code          |                              |
| BANK OF AMERICA NA  |      | XXXXX805              | XXXXX912       |                   |                              |
| Bank Name   |      | Routing Number        | Account Number |                   | (Provide copy of Void Check) |

**DESCRIPTION OF LEASED EQUIPMENT**

| Equipment Type     | Quantity | Unit price w/o tax | Equipment Type | Quantity | Unit price w/o tax |
|--------------------|----------|--------------------|----------------|----------|--------------------|
| Clover Flex Bundle | 1        | \$ 47.93           |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |

**SCHEDULE OF PAYMENTS**

|  |   |  |
|--|---|--|
| Payable at Lease Signing (amounts without tax)<br><input type="checkbox"/> Advance Payments \$ _____<br><input type="checkbox"/> Security Deposit \$ _____<br><input type="checkbox"/> _____ \$ _____<br><b>TOTAL \$ 47.93</b> | Annual Tax Handling Fee:<br><input type="checkbox"/> AL, AR, CA, CT, GA, IN, KY, LA, MS, MO, NE, NV, NM, NC, OK, OR, RI, SC, TN, TX, VT, VA, WA, WV, WI, WY \$ <b>30.20</b><br><input checked="" type="checkbox"/> All other states \$ <b>10.20</b> | Lease Term: <u>36</u> (in months)<br>Total Monthly Lease Charge: (total unit price without tax) \$ <u>47.93</u><br>Total Cost to Lease: (without tax) \$ <u>1,725.48</u> |
| Additional Monthly Charges:<br><input type="checkbox"/> Term. Maintenance Fees: \$ _____<br><input type="checkbox"/> _____ \$ _____  | Option to purchase: If you wish to buyout the equipment please contact 1-877-257-2094 to obtain the cost.<br>Approx. Date of First ACH Payment: _____ Approx. Amount of First ACH Payment: \$ <u>.00</u>  |  |

This Equipment Lease Agreement ("Agreement") is being entered into by and between First Data Merchant Services LLC and the Lessee identified in the signature panel of this Agreement. In this Agreement, the words "we," "our" and "us" refer to First Data Merchant Services LLC and its successors and assigns and the words "you" and "your" refer to Lessee and its permitted successors and assigns. This Equipment Lease Agreement may be a factor in the pricing you are receiving for processing services provided by us.

- Effective Date, Term and Interim Rent.**
  - This Agreement becomes effective on the date we deliver any piece of Equipment to you (the "Delivery Date"). This Agreement remains in effect until all of your obligations and all of our obligations under it have been satisfied. We will deliver the Equipment to the site designated by you.
  - Term:** The term of this Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us represented by our delivery of Equipment to you (the "Commencement Date"), and continues for the number of months indicated above in the Lease Term. **YOU AGREE THIS AGREEMENT IS A NON CANCELLABLE COMMITMENT BY YOU TO LEASE THE EQUIPMENT IDENTIFIED HEREIN FOR THE ENTIRE LEASE TERM INDICATED ABOVE.** You agree to pay all amounts due during the Lease Term and confirm upon execution the Lease Term is specifically defined as written above.
  - You agree to pay an Interim Lease Payment in the amount of one thirtieth (1/30th) of the monthly lease charge for each day from and including the Delivery Date until the date preceding the Commencement Date.
- Authorization.** Lessee hereby authorizes us or our designees, successors or assigns (hereinafter "Lessor") to withdraw any amounts including any and all sales taxes now due or hereinafter imposed, owed by Lessee in conjunction with this Agreement by initiating debit entries to Lessee's account at the bank named above (hereinafter "Bank"), or such other bank as the Lessee may from time to time use. In the event of default of Lessee's obligation hereunder, Lessee authorizes debit of its account for the full amount due under this Agreement. Further, Lessee authorizes Bank to accept and to charge any debit entries initiated by Lessor to Lessee's account. In the event that Lessor withdraws funds erroneously from Lessee's account, Lessee authorizes Lessor to credit Lessee's account for an amount not to exceed the original amount of the debit. This authorization is to remain in full force and effect until Lessor and Bank have received written notice from Lessee of its termination in such time and in such manner as to afford Lessor and Bank a reasonable opportunity to act.
- Default; Remedies.**
  - If any debit of your bank account initiated by us is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision of this Agreement or any agreement with any of our affiliates, alliances or joint ventures, any such event shall be a default hereunder. Without limiting the foregoing, any default by you under a Merchant Processing Agreement ("MPA") with us or with an alliance or joint venture to which we are a party may be treated as a default under this Agreement. Such a default would include a default resulting from early termination of the MPA, if applicable. For fees that may be applicable upon payment default, please see paragraph 10.
  - Upon the occurrence of any default, we may at our option, effective immediately without notice, either (i) terminate this Agreement and our future obligations under this Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, or (ii) accelerate the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term. If Equipment has not been returned this accelerated amount shall include the then fair market value of the Equipment (as determined in good faith by us). This acceleration of payments is not a penalty but liquidated damages for our loss of the bargain. Upon any such termination for default, we may proceed in any lawful manner to obtain satisfaction of the amounts owed to us and, if applicable, our recovery of the Equipment, including entering onto your premises to recover the Equipment. In addition, you shall also be responsible for our costs of collection, court costs and reasonable attorneys' fees, as well as applicable shipping, repair and refurbishing costs of recovered Equipment. You agree that we shall be entitled to recover any amounts due to us under this Agreement by charging your bank account or any other funds of yours that come into our possession or control, or within the possession or control of our affiliates, alliances or joint ventures, or by setting off amounts that you owe to us against any amounts we may owe to you, without notifying you prior to doing so. Without limiting the foregoing, you agree that we are entitled to recover amounts owed to us under this Agreement by obtaining directly from an alliance or joint venture

**LEASE ACCEPTANCE**

Undersigned agrees to all terms and conditions contained in this Equipment Lease Agreement. Lessee authorizes First Data Merchant Services LLC or its agents, to request and obtain from a consumer reporting agency personal and business consumer reports. Each of the undersigned authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us. **THIS LEASE IS A NON-CANCELLABLE COMMITMENT BY YOU FOR THE FULL LEASE TERM INDICATED HEREIN.** By executing the below, Lessee confirms that the Lease Term is filled in above. Any attempt by you to terminate this commitment prior to the end of the Lease Term, entitles First Data Merchant Services LLC to all rights and remedies set forth in paragraph 3 including acceleration of the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term.

|  |            |                |          |
|--|------------|----------------|----------|
| DocuSigned by:<br><b>X</b> RICHARD MORGAN<br>Les F685F3FC301C42B | Member LLC | RICHARD MORGAN | 3/9/2018 |
|  | Title      | Print Name     | Date     |



DocuSign Envelope ID: A1B21EF1-7DAE-4383-BC04-4FCA6A5149A6  
 to which we are a party and which you have entered into a MPA any funds held or available as security for payment under the terms of the MPA, including funds available under the "Reserve Account; Security Interest" section of the MPA, if applicable.

4. **Return or Purchase of Equipment at End of Lease Period.** Upon the completion of your Lease Term the Agreement shall continue on a month to month basis. There is no obligation to continue the lease after the Lease Term ends. At the end of your Lease Term, you will have the option to: (a) return the Equipment to us; (b) purchase the Equipment from us for the lesser of fair market value at the time (as determined in good faith by us), or an amount equal to ten percent (10%) of the total lease payments under this Lease Agreement with respect to each item of Equipment; or (c) as noted, rent the Equipment on a month to month basis at the existing monthly lease payment. In the absence of an affirmative election by you to return or purchase the Equipment, (c) will apply and this Agreement will continue on a month to month basis at the existing monthly lease payment. After the end of the Lease Term, if you do not want to continue to rent the Equipment on a month to month basis, then you will be obligated to provide Lessor with notice of that choice prior to the end of the Lease Term and advise whether you will return the Equipment to Lessor or purchase the Equipment, which price Lessor shall provide to you upon receipt of the notification. If you fail to provide such notice at least 30 days prior to the end of the Lease Term, you acknowledge that Lessor may not have time to suspend billing due for the next month's lease charge. If we terminate this Agreement pursuant to paragraph 3 due to a default by you, then you shall immediately return the Equipment to us at the address set forth in paragraph 11 no later than the tenth Business Day after termination, or remit to us the fair market value of the Equipment which amount we shall provide after good faith determination. We may collect any amounts due to us under this paragraph 4 by debiting your Settlement Account, and to the extent we are unable to obtain full satisfaction in this manner, you agree to pay the amounts owed to us promptly upon our request.

5. **Limitation on Liability.** We are not liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment, including any damage or injury to persons or property caused by the Equipment. We are not liable for the use or maintenance of the Equipment, its failure to operate, any repairs or service to it, or by any interruption of service or loss of use of the Equipment or resulting loss of business. Our liability arising out of or in any way connected with this Agreement shall not exceed the aggregate lease amount paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Agreement are your sole and exclusive remedies.

6. **Governing Law; Dispute Resolution; Miscellaneous.** This Agreement shall be governed by and will be construed in accordance with the laws of the State of New York (without applying its conflicts of laws principles). We have substantial facilities in the State of New York and many of the services provided under this Agreement are provided from these facilities. The exclusive venue for any actions or claims arising under or related to this Agreement shall be the appropriate state or federal court located in Suffolk County New York. If any part of this Agreement is not enforceable, the remaining provisions will remain valid and enforceable.

7. **Equipment and Software.**

a) We agree to lease to you and you agree to lease from us the equipment identified on the first page of this Agreement or such other comparable equipment we provide you (the "Equipment"), according to the terms and conditions of this Agreement. We are providing the Equipment to you "as is" and make no representations or warranties of any kind as to the suitability of the Equipment for any particular purpose.  
 b) YOU ACKNOWLEDGE THAT THE EQUIPMENT YOU LEASE UNDER THIS LEASE AGREEMENT MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS AND THAT WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH EQUIPMENT COMPATIBLE IN THE EVENT THAT YOU ELECT TO USE ANOTHER SERVICE PROVIDER. UPON TERMINATION OF YOUR MERCHANT PROCESSING AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT LEASED UNDER THIS LEASE AGREEMENT WITH SAID SERVICE PROVIDER.

8. **Warranties**

a) All warranties express or implied, made to you or any other person are hereby disclaimed including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular use, quiet enjoyment, or infringement.  
 b) You warrant that you will only use the Equipment for commercial purposes and will not use the Equipment for any household or personal purposes.  
 c) Leased Equipment is warranted against material defects for the life of the lease. This warranty does not include damage to the Equipment resulting from accident or misuse or any other breach of the Agreement. If the Equipment should become defective within the warranty period, Banc of America Merchant Services, LLC will replace it free of charge (except that appropriate shipping charges may apply).

9. **Lease Guaranty.** No guarantor shall have any right of subrogation to any of our rights in the Equipment or this Lease or against you, and any such right of subrogation is hereby waived and released. All indebtedness that exists now or arises after the execution of this Agreement between you and any guarantor is hereby subordinated to all of your present and future obligations, and those of your guarantor, to us, and no payment shall be made or accepted on such indebtedness due to you from a guarantor until the obligations due to us are paid and satisfied in full.

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| <b>SCHEDULE OF FEES</b>  |               |                            |               |
|--------------------------|---------------|----------------------------|---------------|
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c) In addition to the monthly lease charge, you shall pay, or reimburse us for, amounts equal to any taxes or assessments on or arising out of this Agreement or the Equipment, and related supplies or any

services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise tax, exclusive, however, of taxes based on our net income. Reimbursement of property tax calculation is based on an average tax rate.

d) Your lease payments will be due despite dissatisfaction for any reason with the Equipment or related processing services.

e) Whenever any payment is not made by you in full when due, you shall pay us a late fee of \$10.00 for each month during which it remains unpaid but in no event more than the maximum permitted by law. You shall also pay to us a NSF fee of \$10.00 for any debit we attempt to make against your bank account that is for any reason rejected, but in no event more than the maximum amount permitted by law.

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c) You shall not create, incur, assume or allow any consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment without our prior written consent.

d) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all permits required to operate the Equipment at your facility.

e) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.

f) The Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment evidencing our ownership.

g) You agree that all Equipment returns shall be to TASQ Technology, 1169 Canton Road, Marietta, GA., 30066, be done in a manner that can be tracked, and shall have Lease number referenced on the return packaging. You understand and agree that your failure to return the Equipment in the manner noted above will delay our receipt of the return and possibly result in you being charged the then fair market value of the Equipment, or \$100 should the Equipment be received with excessive wear and tear.

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15. **Indemnification.** You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses, (including attorneys' fees) resulting from (a) the operation, use, condition, liens against, or return of the Equipment or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

16. **Assignment.** You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Agreement, any transfer of voting control of you or your parent shall be considered an assignment or transfer hereof. We may assign or transfer this Agreement and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent.

17. **Notices.** All notices must be in writing, if to you at your address appearing on the cover page of this Agreement and if to us at 4000 Coral Ridge Drive, Coral Springs, Florida, 33065. Attn: Lease Department, and shall be deemed to have been given (i) if sent by mail or courier, upon the earlier of five (5) days after mailing or when actually received or, in the case of courier, when delivered, and (ii) if sent by facsimile machine, when the courier confirmation copy is actually received. Notice given in any other manner shall be effective when actually received, if to you at the address appearing on the cover page of this Agreement or by any electronic means, including but not limited to the email address you have provided on the cover page of the Agreement. Notices sent to the Merchant's last known address, as indicated in our records, shall constitute effective notice to the Merchant under this Agreement. Customer Service toll free number 1 877 257 2094.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings and can be changed only by a written agreement signed by all parties. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

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|   |                   |                       |                   |                       |
|---|-------------------|-----------------------|-------------------|-----------------------|
| <b>X</b>  | , an Individual   | <b>RICHARD MORGAN</b> | <b>2487563498</b> | <b>3/9/2018</b>       |
| Personal Guarantor's Signature (No Title Allowed) |                   | Print Name            | Home Phone Number | Date                  |
| <b>20940 TURNBERRY BLVD</b>                       | <b>NORTHVILLE</b> | <b>MI 48167</b>       | <b>xx/xx/xx</b>   | <b>XXXXX4750</b>      |
| Home Address                                      | City              | State                 | Zip Code          | DOB Social Security # |

Scott Judge

BDEN

Merchant ID

Sales Rep. Name

Sales ID

**MERCHANT INFORMATION**

|   |                     |                         |       |                              |                       |
|---|---------------------|-------------------------|-------|------------------------------|-----------------------|
| BODY CONTOUR VENT   |                     | LIGHTRX WEST BLOOMFIELD |       |                              |                       |
| Corporate Business Name   |                     | DBA Name                |       |                              |                       |
| 6241 ORCHARD LAKE RD  | WEST BLOOMFIELD USA | MI                      | 48322 | 2488625516                   |                       |
| Business Address  | City                | County                  | State | Zip Code                     | Business Phone Number |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Non Profit |                     |                         |       |                              | 4                     |
| Business Type   |                     | Tax ID#                 |       | Years in Business            |                       |
| 6241 ORCHARD LAKE RD  | WEST BLOOMFIELD     | MI                      | 48322 |                              |                       |
| Billing Address (if different than above)   |                     | City                    | State | Zip Code                     |                       |
| BANK OF AMERICA NA  | XXXXX805            | XXXXX938                |       |                              |                       |
| Bank Name   | Routing Number      | Account Number          |       | (Provide copy of Void Check) |                       |

**DESCRIPTION OF LEASED EQUIPMENT**

| Equipment Type     | Quantity | Unit price w/o tax | Equipment Type | Quantity | Unit price w/o tax |
|--------------------|----------|--------------------|----------------|----------|--------------------|
| Clover Flex Bundle | 1        | \$ 47.93           |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |

**SCHEDULE OF PAYMENTS**

|  |   |  |
|--|---|--|
| Payable at Lease Signing (amounts without tax)<br><input type="checkbox"/> Advance Payments \$ _____<br><input type="checkbox"/> Security Deposit \$ _____<br><input type="checkbox"/> _____ \$ _____<br><b>TOTAL \$ 47.93</b> | Annual Tax Handling Fee:<br><input type="checkbox"/> AL, AR, CA, CT, GA, IN, KY, LA, MS, MO, NE, NV, NM, NC, OK, OR, RI, SC, TN, TX, VT, VA, WA, WV, WI, WY \$ <b>30.20</b><br><input checked="" type="checkbox"/> All other states \$ <b>10.20</b> | Lease Term: <u>36</u> (in months)<br>Total Monthly Lease Charge: (total unit price without tax) \$ 47.93<br>Total Cost to Lease: (without tax) \$ 1,725.48 |
| Additional Monthly Charges:<br><input type="checkbox"/> Term. Maintenance Fees: \$ _____<br><input type="checkbox"/> _____ \$ _____  | Option to purchase: If you wish to buyout the equipment please contact 1-877-257-2094 to obtain the cost.<br>Approx. Date of First ACH Payment: _____ Approx. Amount of First ACH Payment: \$ .00   |  |

This Equipment Lease Agreement ("Agreement") is being entered into by and between First Data Merchant Services LLC and the Lessee identified in the signature panel of this Agreement. In this Agreement, the words "we," "our" and "us" refer to First Data Merchant Services LLC and its successors and assigns and the words "you" and "your" refer to Lessee and its permitted successors and assigns. This Equipment Lease Agreement may be a factor in the pricing you are receiving for processing services provided by us.

- Effective Date, Term and Interim Rent.**  
 a) This Agreement becomes effective on the date we deliver any piece of Equipment to you (the "Delivery Date"). This Agreement remains in effect until all of your obligations and all of our obligations under it have been satisfied. We will deliver the Equipment to the site designated by you.  
 b) **Term:** The term of this Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us represented by our delivery of Equipment to you (the "Commencement Date"), and continues for the number of months indicated above in the Lease Term. **YOU AGREE THIS AGREEMENT IS A NON CANCELLABLE COMMITMENT BY YOU TO LEASE THE EQUIPMENT IDENTIFIED HEREIN FOR THE ENTIRE LEASE TERM INDICATED ABOVE.** You agree to pay all amounts due during the Lease Term and confirm upon execution the Lease Term is specifically defined as written above.  
 c) You agree to pay an Interim Lease Payment in the amount of one thirtieth (1/30th) of the monthly lease charge for each day from and including the Delivery Date until the date preceding the Commencement Date.
- Authorization.** Lessee hereby authorizes us or our designees, successors or assigns (hereinafter "Lessor") to withdraw any amounts including any and all sales taxes now due or hereinafter imposed, owed by Lessee in conjunction with this Agreement by initiating debit entries to Lessee's account at the bank named above (hereinafter "Bank"), or such other bank as the Lessee may from time to time use. In the event of default of Lessee's obligation hereunder, Lessee authorizes debit of its account for the full amount due under this Agreement. Further, Lessee authorizes Bank to accept and to charge any debit entries initiated by Lessor to Lessee's account. In the event that Lessor withdraws funds erroneously from Lessee's account, Lessee authorizes Lessor to credit Lessee's account for an amount not to exceed the original amount of the debit. This authorization is to remain in full force and effect until Lessor and Bank have received written notice from Lessee of its termination in such time and in such manner as to afford Lessor and Bank a reasonable opportunity to act.
- Default; Remedies.**  
 a) If any debit of your bank account initiated by us is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision of this Agreement or any agreement with any of our affiliates, alliances or joint ventures, any such event shall be a default hereunder. Without limiting the foregoing, any default by you under a Merchant Processing Agreement ("MPA") with us or with an alliance or joint venture to which we are a party may be treated as a default under this Agreement. Such a default would include a default resulting from early termination of the MPA, if applicable. For fees that may be applicable upon payment default, please see paragraph 10.  
 b) Upon the occurrence of any default, we may at our option, effective immediately without notice, either (i) terminate this Agreement and our future obligations under this Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, or (ii) accelerate the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term. If Equipment has not been returned this accelerated amount shall include the then fair market value of the Equipment (as determined in good faith by us). This acceleration of payments is not a penalty but liquidated damages for our loss of the bargain. Upon any such termination for default, we may proceed in any lawful manner to obtain satisfaction of the amounts owed to us and, if applicable, our recovery of the Equipment, including entering onto your premises to recover the Equipment. In addition, you shall also be responsible for our costs of collection, court costs and reasonable attorneys' fees, as well as applicable shipping, repair and refurbishing costs of recovered Equipment. You agree that we shall be entitled to recover any amounts due to us under this Agreement by charging your bank account or any other funds of yours that come into our possession or control, or within the possession or control of our affiliates, alliances or joint ventures, or by setting off amounts that you owe to us against any amounts we may owe to you, without notifying you prior to doing so. Without limiting the foregoing, you agree that we are entitled to recover amounts owed to us under this Agreement by obtaining directly from an alliance or joint venture

**LEASE ACCEPTANCE**

Undersigned agrees to all terms and conditions contained in this Equipment Lease Agreement. Lessee authorizes First Data Merchant Services LLC or its agents, to request and obtain from a consumer reporting agency personal and business consumer reports. Each of the undersigned authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us. **THIS LEASE IS A NON-CANCELLABLE COMMITMENT BY YOU FOR THE FULL LEASE TERM INDICATED HEREIN.** By executing the below, Lessee confirms that the Lease Term is filled in above. Any attempt by you to terminate this commitment prior to the end of the Lease Term, entitles First Data Merchant Services LLC to all rights and remedies set forth in paragraph 3 including acceleration of the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term.

|  |            |                |          |
|--|------------|----------------|----------|
| DocuSigned by:<br><b>X</b> RICHARD MORGAN<br>Les F685F3FC301C42B | Member LLC | RICHARD MORGAN | 3/9/2018 |
|  | Title      | Print Name     | Date     |

to which we are a party and with which you have entered into a MPA any funds held or available as security for payment under the terms of the MPA, including funds available under the "Reserve Account; Security Interest" section of the MPA, if applicable.

4. **Return or Purchase of Equipment at End of Lease Period.** Upon the completion of your Lease Term the Agreement shall continue on a month to month basis. There is no obligation to continue the lease after the Lease Term ends. At the end of your Lease Term, you will have the option to: (a) return the Equipment to us; (b) purchase the Equipment from us for the lesser of fair market value at the time (as determined in good faith by us), or an amount equal to ten percent (10%) of the total lease payments under this Lease Agreement with respect to each item of Equipment; or (c) as noted, rent the Equipment on a month to month basis at the existing monthly lease payment. In the absence of an affirmative election by you to return or purchase the Equipment, (c) will apply and this Agreement will continue on a month to month basis at the existing monthly lease payment. After the end of the Lease Term, if you do not want to continue to rent the Equipment on a month to month basis, then you will be obligated to provide Lessor with notice of that choice prior to the end of the Lease Term and advise whether you will return the Equipment to Lessor or purchase the Equipment, which price Lessor shall provide to you upon receipt of the notification. If you fail to provide such notice at least 30 days prior to the end of the Lease Term, you acknowledge that Lessor may not have time to suspend billing due for the next month's lease charge. If we terminate this Agreement pursuant to paragraph 3 due to a default by you, then you shall immediately return the Equipment to us at the address set forth in paragraph 11 no later than the tenth Business Day after termination, or remit to us the fair market value of the Equipment which amount we shall provide after good faith determination. We may collect any amounts due to us under this paragraph 4 by debiting your Settlement Account, and to the extent we are unable to obtain full satisfaction in this manner, you agree to pay the amounts owed to us promptly upon our request.

5. **Limitation on Liability.** We are not liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment, including any damage or injury to persons or property caused by the Equipment. We are not liable for the use or maintenance of the Equipment, its failure to operate, any repairs or service to it, or by any interruption of service or loss of use of the Equipment or resulting loss of business. Our liability arising out of or in any way connected with this Agreement shall not exceed the aggregate lease amount paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Agreement are your sole and exclusive remedies.

6. **Governing Law; Dispute Resolution; Miscellaneous.** This Agreement shall be governed by and will be construed in accordance with the laws of the State of New York (without applying its conflicts of laws principles). We have substantial facilities in the State of New York and many of the services provided under this Agreement are provided from these facilities. The exclusive venue for any actions or claims arising under or related to this Agreement shall be the appropriate state or federal court located in Suffolk County New York. If any part of this Agreement is not enforceable, the remaining provisions will remain valid and enforceable.

7. **Equipment and Software.**

a) We agree to lease to you and you agree to lease from us the equipment identified on the first page of this Agreement or such other comparable equipment we provide you (the "Equipment"), according to the terms and conditions of this Agreement. We are providing the Equipment to you "as is" and make no representations or warranties of any kind as to the suitability of the Equipment for any particular purpose.

b) YOU ACKNOWLEDGE THAT THE EQUIPMENT YOU LEASE UNDER THIS LEASE AGREEMENT MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS AND THAT WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH EQUIPMENT COMPATIBLE IN THE EVENT THAT YOU ELECT TO USE ANOTHER SERVICE PROVIDER. UPON TERMINATION OF YOUR MERCHANT PROCESSING AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT LEASED UNDER THIS LEASE AGREEMENT WITH SAID SERVICE PROVIDER.

8. **Warranties**

a) All warranties express or implied, made to you or any other person are hereby disclaimed including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular use, quiet enjoyment, or infringement.

b) You warrant that you will only use the Equipment for commercial purposes and will not use the Equipment for any household or personal purposes.

c) Leased Equipment is warranted against material defects for the life of the lease. This warranty does not include damage to the Equipment resulting from accident or misuse or any other breach of the Agreement. If the Equipment should become defective within the warranty period, Banc of America Merchant Services, LLC will replace it free of charge (except that appropriate shipping charges may apply).

9. **Lease Guaranty.** No guarantor shall have any right of subrogation to any of our rights in the Equipment or this Lease or against you, and any such right of subrogation is hereby waived and released. All indebtedness that exists now or arises after the execution of this Agreement between you and any guarantor is hereby subordinated to all of your present and future obligations, and those of your guarantor, to us, and no payment shall be made or accepted on such indebtedness due to you from a guarantor until the obligations due to us are paid and satisfied in full.

10. **Payment of Amounts Due, Administrative and Collection Fees.**

| SCHEDULE OF FEES         |        |                     |        |
|--------------------------|--------|---------------------|--------|
| Default Fees             | Amount | Administrative Fees | Amount |
| NSF Fee                  | \$10   | Upgrade Fee         | \$50   |
| Collection Fee           | \$25   | Assumption Fee      | \$150  |
| Late Fee                 | \$10   | Lease Copy Fee      | \$7    |
| Collection Invoicing Fee | \$7    |                     |        |

b) The monthly lease charge is due and payable on the same day of each successive month thereafter of the Lease Term for each piece of lease Equipment. You agree to pay all assessed costs for delivery and installation of Equipment.

c) In addition to the monthly lease charge, you shall pay, or reimburse us for, amounts equal to any taxes or assessments on or arising out of this Agreement or the Equipment, and related supplies or any

services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise tax, exclusive, however, of taxes based on our net income. Reimbursement of property tax calculation is based on an average tax rate.

d) Your lease payments will be due despite dissatisfaction for any reason with the Equipment or related processing services.

e) Whenever any payment is not made by you in full when due, you shall pay us a late fee of \$10.00 for each month during which it remains unpaid but in no event more than the maximum permitted by law. You shall also pay to us a NSF fee of \$10.00 for any debit we attempt to make against your bank account that is for any reason rejected, but in no event more than the maximum amount permitted by law.

f) In the event your account is placed into collections for past due lease amounts, you agree that we can recover a collection expense fee of \$25 for each aggregate payment requiring a collection effort, but in no event more than the maximum amount permitted by law.

11. **Use and Return of Equipment; Insurance.**

a) You shall operate the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall maintain the Equipment in good operating condition and protect it from deterioration, normal wear and tear excepted.

b) You shall not permit any physical alteration or modification of the Equipment, or change the installation site of the Equipment, without our prior written consent.

c) You shall not create, incur, assume or allow any consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment without our prior written consent.

d) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all permits required to operate the Equipment at your facility.

e) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.

f) The Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment evidencing our ownership.

g) You agree that all Equipment returns shall be to TASQ Technology, 1169 Canton Road, Marietta, GA., 30066, be done in a manner that can be tracked, and shall have Lease number referenced on the return packaging. You understand and agree that your failure to return the Equipment in the manner noted above will delay our receipt of the return and possibly result in you being charged the then fair market value of the Equipment, or \$100 should the Equipment be received with excessive wear and tear.

h) You shall keep the Equipment adequately insured against loss by fire, theft, and all other hazards.

i) You shall provide proof of insurance as evidenced by a certificate naming First Data Merchant Services LLC as a loss payee under your insurance policy. The loss, destruction, theft or damage of or to the Equipment shall not relieve you from your obligation to pay the full purchase price or total monthly lease charges hereunder.

12. **Site Preparation.** You will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date.

13. **Title to Equipment.** We at all times retain title to the Equipment unless we agree otherwise in writing. You agree to execute and deliver to us any statement or instrument that we may request to confirm or evidence our ownership of the Equipment, and you irrevocably appoint us as your attorney in fact to execute and file the same in your name and on your behalf. If a court determines that the leasing transaction contemplated by this Agreement does not constitute a financing and is not a lease of the Equipment, then we shall be deemed to have a first lien security interest on the Equipment as of the date of this Agreement, and you will execute such documentation as we may request to evidence such security interest.

14. **Software License.** We retain all ownership and copyright interest in and to all computer software, related documentation, technology, know how and processes embodied in or provided in connection with the Equipment other than those owned or licensed by the manufacturer of the Equipment (collectively "Software"). Any rights to use the Software other than those owned or licensed by the manufacturer of the Equipment are described in this Lease Agreement. You shall have only a nonexclusive license to use the Software owned or licensed by the manufacturer of the Equipment in your operation of the Equipment.

15. **Indemnification.** You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses, (including attorneys' fees) resulting from (a) the operation, use, condition, liens against, or return of the Equipment or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

16. **Assignment.** You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Agreement, any transfer of voting control of you or your parent shall be considered an assignment or transfer hereof. We may assign or transfer this Agreement and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent.

17. **Notices.** All notices must be in writing, if to you at your address appearing on the cover page of this Agreement and if to us at 4000 Coral Ridge Drive, Coral Springs, Florida, 33065. Attn: Lease Department, and shall be deemed to have been given (i) if sent by mail or courier, upon the earlier of five (5) days after mailing or when actually received or, in the case of courier, when delivered, and (ii) if sent by facsimile machine, when the courier confirmation copy is actually received. Notice given in any other manner shall be effective when actually received, if to you at the address appearing on the cover page of this Agreement or by any electronic means, including but not limited to the email address you have provided on the cover page of the Agreement. Notices sent to the Merchant's last known address, as indicated in our records, shall constitute effective notice to the Merchant under this Agreement. Customer Service toll free number 1 877 257 2094.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings and can be changed only by a written agreement signed by all parties. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

**PERSONAL GUARANTY**

Undersigned unconditionally guarantees performance of this Equipment Lease Agreement by Lessee and payment of all sums due hereunder in the event of default, hereby waiving any modification, amendment or extension and notice thereof, and further agrees to the terms of this Equipment Lease Agreement insofar as they apply to the undersigned as guarantor.

|   |                   |                       |                   |                       |
|---|-------------------|-----------------------|-------------------|-----------------------|
| <b>X</b>  | , an Individual   | <b>RICHARD MORGAN</b> | <b>2487563498</b> | <b>3/9/2018</b>       |
| Personal Guarantor's Signature (No Title Allowed) |                   | Print Name            | Home Phone Number | Date                  |
| <b>20940 TURNBERRY BLVD</b>                       | <b>NORTHVILLE</b> | <b>MI 48167</b>       | <b>xx/xx/xx</b>   | <b>XXXXX4750</b>      |
| Home Address                                      | City              | State                 | Zip Code          | DOB Social Security # |





First Data Global Leasing  
 4000 Coral Ridge Drive  
 Coral Springs, FL 33065  
 1 (877) 257 2094

**EQUIPMENT LEASE AGREEMENT**

Scott Judge

BDEN

Merchant ID

Sales Rep. Name

Sales ID

**MERCHANT INFORMATION**

|   |           |                       |                |                   |                              |
|---|-----------|-----------------------|----------------|-------------------|------------------------------|
| BODY CONTOUR VENT   |           | LIGHTRX ANN ARBOR     |                |                   |                              |
| Corporate Business Name   |           | DBA Name              |                |                   |                              |
| 893B WEST EISENHOWER  | ANN ARBOR | USA                   | MI             | 48103             | 7346196662                   |
| Business Address  |           | City                  | County         | State             | Zip Code                     |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Non Profit |           | Business Phone Number |                |                   |                              |
| Business Type   |           | Tax ID#               |                | Years in Business |                              |
| 893B WEST EISENHOWER  |           | ANN ARBOR             |                | MI 48103          |                              |
| Billing Address (if different than above)   |           | City                  | State          | Zip Code          |                              |
| BANK OF AMERICA NA  |           | XXXXX805              | XXXXX284       |                   |                              |
| Bank Name   |           | Routing Number        | Account Number |                   | (Provide copy of Void Check) |

**DESCRIPTION OF LEASED EQUIPMENT**

| Equipment Type     | Quantity | Unit price w/o tax | Equipment Type | Quantity | Unit price w/o tax |
|--------------------|----------|--------------------|----------------|----------|--------------------|
| Clover Flex Bundle | 1        | \$ 47.93           |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |

**SCHEDULE OF PAYMENTS**

|  |   |  |
|--|---|--|
| Payable at Lease Signing (amounts without tax)<br><input type="checkbox"/> Advance Payments \$ _____<br><input type="checkbox"/> Security Deposit \$ _____<br><input type="checkbox"/> _____ \$ _____<br><b>TOTAL \$ 47.93</b> | Annual Tax Handling Fee:<br><input type="checkbox"/> AL, AR, CA, CT, GA, IN, KY, LA, MS, MO, NE, NV, NM, NC, OK, OR, RI, SC, TN, TX, VT, VA, WA, WV, WI, WY \$ <b>30.20</b><br><input checked="" type="checkbox"/> All other states \$ <b>10.20</b> | Lease Term: <u>36</u> (in months)<br>Total Monthly Lease Charge: (total unit price without tax) \$ <u>47.93</u><br>Total Cost to Lease: (without tax) \$ <u>1,725.48</u> |
| Additional Monthly Charges:<br><input type="checkbox"/> Term. Maintenance Fees: \$ _____<br><input type="checkbox"/> _____ \$ _____  | Option to purchase: If you wish to buyout the equipment please contact 1-877-257-2094 to obtain the cost.<br>Approx. Date of First ACH Payment: _____      Approx. Amount of First ACH Payment: \$ <u>.00</u>                                       |  |

This Equipment Lease Agreement ("Agreement") is being entered into by and between First Data Merchant Services LLC and the Lessee identified in the signature panel of this Agreement. In this Agreement, the words "we," "our" and "us" refer to First Data Merchant Services LLC and its successors and assigns and the words "you" and "your" refer to Lessee and its permitted successors and assigns. This Equipment Lease Agreement may be a factor in the pricing you are receiving for processing services provided by us.

- Effective Date, Term and Interim Rent.**  
 a) This Agreement becomes effective on the date we deliver any piece of Equipment to you (the "Delivery Date"). This Agreement remains in effect until all of your obligations and all of our obligations under it have been satisfied. We will deliver the Equipment to the site designated by you.  
 b) **Term:** The term of this Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us represented by our delivery of Equipment to you (the "Commencement Date"), and continues for the number of months indicated above in the Lease Term. **YOU AGREE THIS AGREEMENT IS A NON CANCELLABLE COMMITMENT BY YOU TO LEASE THE EQUIPMENT IDENTIFIED HEREIN FOR THE ENTIRE LEASE TERM INDICATED ABOVE.** You agree to pay all amounts due during the Lease Term and confirm upon execution the Lease Term is specifically defined as written above.  
 c) You agree to pay an Interim Lease Payment in the amount of one thirtieth (1/30th) of the monthly lease charge for each day from and including the Delivery Date until the date preceding the Commencement Date.
- Authorization.** Lessee hereby authorizes us or our designees, successors or assigns (hereinafter "Lessor") to withdraw any amounts including any and all sales taxes now due or hereinafter imposed, owed by Lessee in conjunction with this Agreement by initiating debit entries to Lessee's account at the bank named above (hereinafter "Bank"), or such other bank as the Lessee may from time to time use. In the event of default of Lessee's obligation hereunder, Lessee authorizes debit of its account for the full amount due under this Agreement. Further, Lessee authorizes Bank to accept and to charge any debit entries initiated by Lessor to Lessee's account. In the event that Lessor withdraws funds erroneously from Lessee's account, Lessee authorizes Lessor to credit Lessee's account for an amount not to exceed the original amount of the debit. This authorization is to remain in full force and effect until Lessor and Bank have received written notice from Lessee of its termination in such time and in such manner as to afford Lessor and Bank a reasonable opportunity to act.
- Default; Remedies.**  
 a) If any debit of your bank account initiated by us is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision of this Agreement or any agreement with any of our affiliates, alliances or joint ventures, any such event shall be a default hereunder. Without limiting the foregoing, any default by you under a Merchant Processing Agreement ("MPA") with us or with an alliance or joint venture to which we are a party may be treated as a default under this Agreement. Such a default would include a default resulting from early termination of the MPA, if applicable. For fees that may be applicable upon payment default, please see paragraph 10.  
 b) Upon the occurrence of any default, we may at our option, effective immediately without notice, either (i) terminate this Agreement and our future obligations under this Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, or (ii) accelerate the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term. If Equipment has not been returned this accelerated amount shall include the then fair market value of the Equipment (as determined in good faith by us). This acceleration of payments is not a penalty but liquidated damages for our loss of the bargain. Upon any such termination for default, we may proceed in any lawful manner to obtain satisfaction of the amounts owed to us and, if applicable, our recovery of the Equipment, including entering onto your premises to recover the Equipment. In addition, you shall also be responsible for our costs of collection, court costs and reasonable attorneys' fees, as well as applicable shipping, repair and refurbishing costs of recovered Equipment. You agree that we shall be entitled to recover any amounts due to us under this Agreement by charging your bank account or any other funds of yours that come into our possession or control, or within the possession or control of our affiliates, alliances or joint ventures, or by setting off amounts that you owe to us against any amounts we may owe to you, without notifying you prior to doing so. Without limiting the foregoing, you agree that we are entitled to recover amounts owed to us under this Agreement by obtaining directly from an alliance or joint venture

**LEASE ACCEPTANCE**

Undersigned agrees to all terms and conditions contained in this Equipment Lease Agreement. Lessee authorizes First Data Merchant Services LLC or its agents, to request and obtain from a consumer reporting agency personal and business consumer reports. Each of the undersigned authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us. **THIS LEASE IS A NON-CANCELLABLE COMMITMENT BY YOU FOR THE FULL LEASE TERM INDICATED HEREIN.** By executing the below, Lessee confirms that the Lease Term is filled in above. Any attempt by you to terminate this commitment prior to the end of the Lease Term, entitles First Data Merchant Services LLC to all rights and remedies set forth in paragraph 3 including acceleration of the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term.

|  |            |                |           |
|--|------------|----------------|-----------|
| DocuSigned by:<br><b>X</b> <u>RICHARD MORGAN</u> | Member LLC | RICHARD MORGAN | 3/12/2018 |
|  | Title      | Print Name     | Date      |

DocuSign Envelope ID: 15D22BC8-F4F7-4113-9411-0588821268F6  
 to which we are a party and with which you have entered into a MPA any funds held or available as security for payment under the terms of the MPA, including funds available under the "Reserve Account; Security Interest" section of the MPA, if applicable.

4. **Return or Purchase of Equipment at End of Lease Period.** Upon the completion of your Lease Term the Agreement shall continue on a month to month basis. There is no obligation to continue the lease after the Lease Term ends. At the end of your Lease Term, you will have the option to: (a) return the Equipment to us; (b) purchase the Equipment from us for the lesser of fair market value at the time (as determined in good faith by us), or an amount equal to ten percent (10%) of the total lease payments under this Lease Agreement with respect to each item of Equipment; or (c) as noted, rent the Equipment on a month to month basis at the existing monthly lease payment. In the absence of an affirmative election by you to return or purchase the Equipment, (c) will apply and this Agreement will continue on a month to month basis at the existing monthly lease payment. After the end of the Lease Term, if you do not want to continue to rent the Equipment on a month to month basis, then you will be obligated to provide Lessor with notice of that choice prior to the end of the Lease Term and advise whether you will return the Equipment to Lessor or purchase the Equipment, which price Lessor shall provide to you upon receipt of the notification. If you fail to provide such notice at least 30 days prior to the end of the Lease Term, you acknowledge that Lessor may not have time to suspend billing due for the next month's lease charge. If we terminate this Agreement pursuant to paragraph 3 due to a default by you, then you shall immediately return the Equipment to us at the address set forth in paragraph 11 no later than the tenth Business Day after termination, or remit to us the fair market value of the Equipment which amount we shall provide after good faith determination. We may collect any amounts due to us under this paragraph 4 by debiting your Settlement Account, and to the extent we are unable to obtain full satisfaction in this manner, you agree to pay the amounts owed to us promptly upon our request.

5. **Limitation on Liability.** We are not liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment, including any damage or injury to persons or property caused by the Equipment. We are not liable for the use or maintenance of the Equipment, its failure to operate, any repairs or service to it, or by any interruption of service or loss of use of the Equipment or resulting loss of business. Our liability arising out of or in any way connected with this Agreement shall not exceed the aggregate lease amount paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Agreement are your sole and exclusive remedies.

6. **Governing Law; Dispute Resolution; Miscellaneous.** This Agreement shall be governed by and will be construed in accordance with the laws of the State of New York (without applying its conflicts of laws principles). We have substantial facilities in the State of New York and many of the services provided under this Agreement are provided from these facilities. The exclusive venue for any actions or claims arising under or related to this Agreement shall be the appropriate state or federal court located in Suffolk County New York. If any part of this Agreement is not enforceable, the remaining provisions will remain valid and enforceable.

7. **Equipment and Software.**

a) We agree to lease to you and you agree to lease from us the equipment identified on the first page of this Agreement or such other comparable equipment we provide you (the "Equipment"), according to the terms and conditions of this Agreement. We are providing the Equipment to you "as is" and make no representations or warranties of any kind as to the suitability of the Equipment for any particular purpose.  
 b) YOU ACKNOWLEDGE THAT THE EQUIPMENT YOU LEASE UNDER THIS LEASE AGREEMENT MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS AND THAT WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH EQUIPMENT COMPATIBLE IN THE EVENT THAT YOU ELECT TO USE ANOTHER SERVICE PROVIDER. UPON TERMINATION OF YOUR MERCHANT PROCESSING AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT LEASED UNDER THIS LEASE AGREEMENT WITH SAID SERVICE PROVIDER.

8. **Warranties**

a) All warranties express or implied, made to you or any other person are hereby disclaimed including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular use, quiet enjoyment, or infringement.  
 b) You warrant that you will only use the Equipment for commercial purposes and will not use the Equipment for any household or personal purposes.  
 c) Leased Equipment is warranted against material defects for the life of the lease. This warranty does not include damage to the Equipment resulting from accident or misuse or any other breach of the Agreement. If the Equipment should become defective within the warranty period, Banc of America Merchant Services, LLC will replace it free of charge (except that appropriate shipping charges may apply).

9. **Lease Guaranty.** No guarantor shall have any right of subrogation to any of our rights in the Equipment or this Lease or against you, and any such right of subrogation is hereby waived and released. All indebtedness that exists now or arises after the execution of this Agreement between you and any guarantor is hereby subordinated to all of your present and future obligations, and those of your guarantor, to us, and no payment shall be made or accepted on such indebtedness due to you from a guarantor until the obligations due to us are paid and satisfied in full.

10. **Payment of Amounts Due, Administrative and Collection Fees.**

| <b>SCHEDULE OF FEES</b>  |               |                            |               |
|--------------------------|---------------|----------------------------|---------------|
| <b>Default Fees</b>      | <b>Amount</b> | <b>Administrative Fees</b> | <b>Amount</b> |
| NSF Fee                  | \$10          | Upgrade Fee                | \$50          |
| Collection Fee           | \$25          | Assumption Fee             | \$150         |
| Late Fee                 | \$10          | Lease Copy Fee             | \$7           |
| Collection Invoicing Fee | \$7           |                            |               |

b) The monthly lease charge is due and payable on the same day of each successive month thereafter of the Lease Term for each piece of lease Equipment. You agree to pay all assessed costs for delivery and installation of Equipment.

c) In addition to the monthly lease charge, you shall pay, or reimburse us for, amounts equal to any taxes or assessments on or arising out of this Agreement or the Equipment, and related supplies or any

services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise tax, exclusive, however, of taxes based on our net income. Reimbursement of property tax calculation is based on an average tax rate.

d) Your lease payments will be due despite dissatisfaction for any reason with the Equipment or related processing services.

e) Whenever any payment is not made by you in full when due, you shall pay us a late fee of \$10.00 for each month during which it remains unpaid but in no event more than the maximum permitted by law. You shall also pay to us a NSF fee of \$10.00 for any debit we attempt to make against your bank account that is for any reason rejected, but in no event more than the maximum amount permitted by law.

f) In the event your account is placed into collections for past due lease amounts, you agree that we can recover a collection expense fee of \$25 for each aggregate payment requiring a collection effort, but in no event more than the maximum amount permitted by law.

11. **Use and Return of Equipment; Insurance.**

a) You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall maintain the Equipment in good operating condition and protect it from deterioration, normal wear and tear excepted.

b) You shall not permit any physical alteration or modification of the Equipment, or change the installation site of the Equipment, without our prior written consent.

c) You shall not create, incur, assume or allow any consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment without our prior written consent.

d) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all permits required to operate the Equipment at your facility.

e) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.

f) The Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment evidencing our ownership.

g) You agree that all Equipment returns shall be to TASQ Technology, 1169 Canton Road, Marietta, GA., 30066, be done in a manner that can be tracked, and shall have Lease number referenced on the return packaging. You understand and agree that your failure to return the Equipment in the manner noted above will delay our receipt of the return and possibly result in you being charged the then fair market value of the Equipment, or \$100 should the Equipment be received with excessive wear and tear.

h) You shall keep the Equipment adequately insured against loss by fire, theft, and all other hazards.

i) You shall provide proof of insurance as evidenced by a certificate naming First Data Merchant Services LLC as a loss payee under your insurance policy. The loss, destruction, theft or damage of or to the Equipment shall not relieve you from your obligation to pay the full purchase price or total monthly lease charges hereunder.

12. **Site Preparation.** You will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date.

13. **Title to Equipment.** We at all times retain title to the Equipment unless we agree otherwise in writing. You agree to execute and deliver to us any statement or instrument that we may request to confirm or evidence our ownership of the Equipment, and you irrevocably appoint us as your attorney in fact to execute and file the same in your name and on your behalf. If a court determines that the leasing transaction contemplated by this Agreement does not constitute a financing and is not a lease of the Equipment, then we shall be deemed to have a first lien security interest on the Equipment as of the date of this Agreement, and you will execute such documentation as we may request to evidence such security interest.

14. **Software License.** We retain all ownership and copyright interest in and to all computer software, related documentation, technology, know how and processes embodied in or provided in connection with the Equipment other than those owned or licensed by the manufacturer of the Equipment (collectively "Software"). Any rights to use the Software other than those owned or licensed by the manufacturer of the Equipment are described in this Lease Agreement. You shall have only a nonexclusive license to use the Software owned or licensed by the manufacturer of the Equipment in your operation of the Equipment.

15. **Indemnification.** You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses, (including attorneys' fees) resulting from (a) the operation, use, condition, liens against, or return of the Equipment or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

16. **Assignment.** You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Agreement, any transfer of voting control of you or your parent shall be considered an assignment or transfer hereof. We may assign or transfer this Agreement and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent.

17. **Notices.** All notices must be in writing, if to you at your address appearing on the cover page of this Agreement and if to us at 4000 Coral Ridge Drive, Coral Springs, Florida, 33065. Attn: Lease Department, and shall be deemed to have been given (i) if sent by mail or courier, upon the earlier of five (5) days after mailing or when actually received or, in the case of courier, when delivered, and (ii) if sent by facsimile machine, when the courier confirmation copy is actually received. Notice given in any other manner shall be effective when actually received, if to you at the address appearing on the cover page of this Agreement or by any electronic means, including but not limited to the email address you have provided on the cover page of the Agreement. Notices sent to the Merchant's last known address, as indicated in our records, shall constitute effective notice to the Merchant under this Agreement. Customer Service toll free number 1 877 257 2094.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings and can be changed only by a written agreement signed by all parties. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

**PERSONAL GUARANTY**

Undersigned unconditionally guarantees performance of this Equipment Lease Agreement by Lessee and payment of all sums due hereunder in the event of default, hereby waiving any modification, amendment or extension and notice thereof, and further agrees to the terms of this Equipment Lease Agreement insofar as they apply to the undersigned as guarantor.

|   |                   |                       |                   |                       |
|---|-------------------|-----------------------|-------------------|-----------------------|
| <b>X</b>  | , an Individual   | <b>RICHARD MORGAN</b> | <b>2487563498</b> | <b>3/12/2018</b>      |
| Personal Guarantor's Signature (No Title Allowed) |                   | Print Name            | Home Phone Number | Date                  |
| <b>20940 TURNBERRY BLVD</b>                       | <b>NORTHVILLE</b> | <b>MI 48167</b>       | <b>xx/xx/xx</b>   | <b>XXXXX4750</b>      |
| Home Address                                      | City              | State                 | Zip Code          | DOB Social Security # |

Scott Judge

BDEN

Merchant ID

Sales Rep. Name

Sales ID

**MERCHANT INFORMATION**

|   |                |                        |        |                              |            |
|---|----------------|------------------------|--------|------------------------------|------------|
| BODY CONTOUR VENTURES   |                | LIGHTRX CHI WATERTOWER |        |                              |            |
| Corporate Business Name   |                | DBA Name               |        |                              |            |
| 835 N MICHIGAN AVE 963W   | CHICAGO        | USA                    | IL     | 60611                        | 3125481049 |
| Business Address  |                | City                   | County | State                        | Zip Code   |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Non Profit |                | Business Phone Number  |        |                              |            |
| Business Type   |                | Tax ID#                |        | Years in Business            |            |
| 835 N MICHIGAN AVE 963W   | CHICAGO        | IL                     | 60611  |                              |            |
| Billing Address (if different than above)   |                | City                   | State  | Zip Code                     |            |
| BANK OF AMERICA NA  | XXXXX805       | XXXXX433               |        |                              |            |
| Bank Name   | Routing Number | Account Number         |        | (Provide copy of Void Check) |            |

**DESCRIPTION OF LEASED EQUIPMENT**

| Equipment Type     | Quantity | Unit price w/o tax | Equipment Type | Quantity | Unit price w/o tax |
|--------------------|----------|--------------------|----------------|----------|--------------------|
| Clover Flex Bundle | 1        | \$ 47.93           |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |

**SCHEDULE OF PAYMENTS**

|  |   |  |
|--|---|--|
| Payable at Lease Signing (amounts without tax)<br><input type="checkbox"/> Advance Payments \$ _____<br><input type="checkbox"/> Security Deposit \$ _____<br><input type="checkbox"/> _____ \$ _____<br><b>TOTAL \$ 47.93</b> | Annual Tax Handling Fee:<br><input type="checkbox"/> AL, AR, CA, CT, GA, IN, KY, LA, MS, MO, NE, NV, NM, NC, OK, OR, RI, SC, TN, TX, VT, VA, WA, WV, WI, WY \$ <b>30.20</b><br><input checked="" type="checkbox"/> All other states \$ <b>10.20</b> | Lease Term: <u>36</u> (in months)<br>Total Monthly Lease Charge: (total unit price without tax) \$ <u>47.93</u><br>Total Cost to Lease: (without tax) \$ <u>1,725.48</u> |
| Additional Monthly Charges:<br><input type="checkbox"/> Term. Maintenance Fees: \$ _____<br><input type="checkbox"/> _____ \$ _____  | Option to purchase: If you wish to buyout the equipment please contact 1-877-257-2094 to obtain the cost.<br>Approx. Date of First ACH Payment: _____      Approx. Amount of First ACH Payment: \$ <u>.00</u>                                       |  |

This Equipment Lease Agreement ("Agreement") is being entered into by and between First Data Merchant Services LLC and the Lessee identified in the signature panel of this Agreement. In this Agreement, the words "we," "our" and "us" refer to First Data Merchant Services LLC and its successors and assigns and the words "you" and "your" refer to Lessee and its permitted successors and assigns. This Equipment Lease Agreement may be a factor in the pricing you are receiving for processing services provided by us.

- Effective Date, Term and Interim Rent.**  
 a) This Agreement becomes effective on the date we deliver any piece of Equipment to you (the "Delivery Date"). This Agreement remains in effect until all of your obligations and all of our obligations under it have been satisfied. We will deliver the Equipment to the site designated by you.  
 b) **Term:** The term of this Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us represented by our delivery of Equipment to you (the "Commencement Date"), and continues for the number of months indicated above in the Lease Term. **YOU AGREE THIS AGREEMENT IS A NON CANCELLABLE COMMITMENT BY YOU TO LEASE THE EQUIPMENT IDENTIFIED HEREIN FOR THE ENTIRE LEASE TERM INDICATED ABOVE.** You agree to pay all amounts due during the Lease Term and confirm upon execution the Lease Term is specifically defined as written above.  
 c) You agree to pay an Interim Lease Payment in the amount of one thirtieth (1/30th) of the monthly lease charge for each day from and including the Delivery Date until the date preceding the Commencement Date.
- Authorization.** Lessee hereby authorizes us or our designees, successors or assigns (hereinafter "Lessor") to withdraw any amounts including any and all sales taxes now due or hereinafter imposed, owed by Lessee in conjunction with this Agreement by initiating debit entries to Lessee's account at the bank named above (hereinafter "Bank"), or such other bank as the Lessee may from time to time use. In the event of default of Lessee's obligation hereunder, Lessee authorizes debit of its account for the full amount due under this Agreement. Further, Lessee authorizes Bank to accept and to charge any debit entries initiated by Lessor to Lessee's account. In the event that Lessor withdraws funds erroneously from Lessee's account, Lessee authorizes Lessor to credit Lessee's account for an amount not to exceed the original amount of the debit. This authorization is to remain in full force and effect until Lessor and Bank have received written notice from Lessee of its termination in such time and in such manner as to afford Lessor and Bank a reasonable opportunity to act.
- Default; Remedies.**  
 a) If any debit of your bank account initiated by us is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision of this Agreement or any agreement with any of our affiliates, alliances or joint ventures, any such event shall be a default hereunder. Without limiting the foregoing, any default by you under a Merchant Processing Agreement ("MPA") with us or with an alliance or joint venture to which we are a party may be treated as a default under this Agreement. Such a default would include a default resulting from early termination of the MPA, if applicable. For fees that may be applicable upon payment default, please see paragraph 10.  
 b) Upon the occurrence of any default, we may at our option, effective immediately without notice, either (i) terminate this Agreement and our future obligations under this Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, or (ii) accelerate the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term. If Equipment has not been returned this accelerated amount shall include the then fair market value of the Equipment (as determined in good faith by us). This acceleration of payments is not a penalty but liquidated damages for our loss of the bargain. Upon any such termination for default, we may proceed in any lawful manner to obtain satisfaction of the amounts owed to us and, if applicable, our recovery of the Equipment, including entering onto your premises to recover the Equipment. In addition, you shall also be responsible for our costs of collection, court costs and reasonable attorneys' fees, as well as applicable shipping, repair and refurbishing costs of recovered Equipment. You agree that we shall be entitled to recover any amounts due to us under this Agreement by charging your bank account or any other funds of yours that come into our possession or control, or within the possession or control of our affiliates, alliances or joint ventures, or by setting off amounts that you owe to us against any amounts we may owe to you, without notifying you prior to doing so. Without limiting the foregoing, you agree that we are entitled to recover amounts owed to us under this Agreement by obtaining directly from an alliance or joint venture

**LEASE ACCEPTANCE**

Undersigned agrees to all terms and conditions contained in this Equipment Lease Agreement. Lessee authorizes First Data Merchant Services LLC or its agents, to request and obtain from a consumer reporting agency personal and business consumer reports. Each of the undersigned authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us. **THIS LEASE IS A NON-CANCELLABLE COMMITMENT BY YOU FOR THE FULL LEASE TERM INDICATED HEREIN.** By executing the below, Lessee confirms that the Lease Term is filled in above. Any attempt by you to terminate this commitment prior to the end of the Lease Term, entitles First Data Merchant Services LLC to all rights and remedies set forth in paragraph 3 including acceleration of the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term.

|  |            |                |           |
|--|------------|----------------|-----------|
| DocuSigned by:<br><b>X</b> <u>RICHARD MORGAN</u> | Member LLC | RICHARD MORGAN | 6/22/2018 |
|  | Title      | Print Name     | Date      |



DocuSign Envelope ID: 308ED991-A4D4-4FA9-AD28-CEA3899A5256  
 to which we are a party and which you have entered into a MPA any funds held or available as security for payment under the terms of the MPA, including funds available under the "Reserve Account; Security Interest" section of the MPA, if applicable.

4. **Return or Purchase of Equipment at End of Lease Period.** Upon the completion of your Lease Term the Agreement shall continue on a month to month basis. There is no obligation to continue the lease after the Lease Term ends. At the end of your Lease Term, you will have the option to: (a) return the Equipment to us; (b) purchase the Equipment from us for the lesser of fair market value at the time (as determined in good faith by us), or an amount equal to ten percent (10%) of the total lease payments under this Lease Agreement with respect to each item of Equipment; or (c) as noted, rent the Equipment on a month to month basis at the existing monthly lease payment. In the absence of an affirmative election by you to return or purchase the Equipment, (c) will apply and this Agreement will continue on a month to month basis at the existing monthly lease payment. After the end of the Lease Term, if you do not want to continue to rent the Equipment on a month to month basis, then you will be obligated to provide Lessor with notice of that choice prior to the end of the Lease Term and advise whether you will return the Equipment to Lessor or purchase the Equipment, which price Lessor shall provide to you upon receipt of the notification. If you fail to provide such notice at least 30 days prior to the end of the Lease Term, you acknowledge that Lessor may not have time to suspend billing due for the next month's lease charge. If we terminate this Agreement pursuant to paragraph 3 due to a default by you, then you shall immediately return the Equipment to us at the address set forth in paragraph 11 no later than the tenth Business Day after termination, or remit to us the fair market value of the Equipment which amount we shall provide after good faith determination. We may collect any amounts due to us under this paragraph 4 by debiting your Settlement Account, and to the extent we are unable to obtain full satisfaction in this manner, you agree to pay the amounts owed to us promptly upon our request.

5. **Limitation on Liability.** We are not liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment, including any damage or injury to persons or property caused by the Equipment. We are not liable for the use or maintenance of the Equipment, its failure to operate, any repairs or service to it, or by any interruption of service or loss of use of the Equipment or resulting loss of business. Our liability arising out of or in any way connected with this Agreement shall not exceed the aggregate lease amount paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Agreement are your sole and exclusive remedies.

6. **Governing Law; Dispute Resolution; Miscellaneous.** This Agreement shall be governed by and will be construed in accordance with the laws of the State of New York (without applying its conflicts of laws principles). We have substantial facilities in the State of New York and many of the services provided under this Agreement are provided from these facilities. The exclusive venue for any actions or claims arising under or related to this Agreement shall be the appropriate state or federal court located in Suffolk County New York. If any part of this Agreement is not enforceable, the remaining provisions will remain valid and enforceable.

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a) We agree to lease to you and you agree to lease from us the equipment identified on the first page of this Agreement or such other comparable equipment we provide you (the "Equipment"), according to the terms and conditions of this Agreement. We are providing the Equipment to you "as is" and make no representations or warranties of any kind as to the suitability of the Equipment for any particular purpose.  
 b) YOU ACKNOWLEDGE THAT THE EQUIPMENT YOU LEASE UNDER THIS LEASE AGREEMENT MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS AND THAT WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH EQUIPMENT COMPATIBLE IN THE EVENT THAT YOU ELECT TO USE ANOTHER SERVICE PROVIDER. UPON TERMINATION OF YOUR MERCHANT PROCESSING AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT LEASED UNDER THIS LEASE AGREEMENT WITH SAID SERVICE PROVIDER.

8. **Warranties**

a) All warranties express or implied, made to you or any other person are hereby disclaimed including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular use, quiet enjoyment, or infringement.  
 b) You warrant that you will only use the Equipment for commercial purposes and will not use the Equipment for any household or personal purposes.  
 c) Leased Equipment is warranted against material defects for the life of the lease. This warranty does not include damage to the Equipment resulting from accident or misuse or any other breach of the Agreement. If the Equipment should become defective within the warranty period, Banc of America Merchant Services, LLC will replace it free of charge (except that appropriate shipping charges may apply).

9. **Lease Guaranty.** No guarantor shall have any right of subrogation to any of our rights in the Equipment or this Lease or against you, and any such right of subrogation is hereby waived and released. All indebtedness that exists now or arises after the execution of this Agreement between you and any guarantor is hereby subordinated to all of your present and future obligations, and those of your guarantor, to us, and no payment shall be made or accepted on such indebtedness due to you from a guarantor until the obligations due to us are paid and satisfied in full.

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b) The monthly lease charge is due and payable on the same day of each successive month thereafter of the Lease Term for each piece of lease Equipment. You agree to pay all assessed costs for delivery and installation of Equipment.

c) In addition to the monthly lease charge, you shall pay, or reimburse us for, amounts equal to any taxes or assessments on or arising out of this Agreement or the Equipment, and related supplies or any

services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise tax, exclusive, however, of taxes based on our net income. Reimbursement of property tax calculation is based on an average tax rate.

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a) You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall maintain the Equipment in good operating condition and protect it from deterioration, normal wear and tear excepted.

b) You shall not permit any physical alteration or modification of the Equipment, or change the installation site of the Equipment, without our prior written consent.

c) You shall not create, incur, assume or allow any consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment without our prior written consent.

d) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all permits required to operate the Equipment at your facility.

e) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.

f) The Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment evidencing our ownership.

g) You agree that all Equipment returns shall be to TASQ Technology, 1169 Canton Road, Marietta, GA., 30066, be done in a manner that can be tracked, and shall have Lease number referenced on the return packaging. You understand and agree that your failure to return the Equipment in the manner noted above will delay our receipt of the return and possibly result in you being charged the then fair market value of the Equipment, or \$100 should the Equipment be received with excessive wear and tear.

h) You shall keep the Equipment adequately insured against loss by fire, theft, and all other hazards.

i) You shall provide proof of insurance as evidenced by a certificate naming First Data Merchant Services LLC as a loss payee under your insurance policy. The loss, destruction, theft or damage of or to the Equipment shall not relieve you from your obligation to pay the full purchase price or total monthly lease charges hereunder.

12. **Site Preparation.** You will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date.

13. **Title to Equipment.** We at all times retain title to the Equipment unless we agree otherwise in writing. You agree to execute and deliver to us any statement or instrument that we may request to confirm or evidence our ownership of the Equipment, and you irrevocably appoint us as your attorney in fact to execute and file the same in your name and on your behalf. If a court determines that the leasing transaction contemplated by this Agreement does not constitute a financing and is not a lease of the Equipment, then we shall be deemed to have a first lien security interest on the Equipment as of the date of this Agreement, and you will execute such documentation as we may request to evidence such security interest.

14. **Software License.** We retain all ownership and copyright interest in and to all computer software, related documentation, technology, know how and processes embodied in or provided in connection with the Equipment other than those owned or licensed by the manufacturer of the Equipment (collectively "Software"). Any rights to use the Software other than those owned or licensed by the manufacturer of the Equipment are described in this Lease Agreement. You shall have only a nonexclusive license to use the Software owned or licensed by the manufacturer of the Equipment in your operation of the Equipment.

15. **Indemnification.** You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses, (including attorneys' fees) resulting from (a) the operation, use, condition, liens against, or return of the Equipment or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

16. **Assignment.** You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Agreement, any transfer of voting control of you or your parent shall be considered an assignment or transfer hereof. We may assign or transfer this Agreement and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent.

17. **Notices.** All notices must be in writing, if to you at your address appearing on the cover page of this Agreement and if to us at 4000 Coral Ridge Drive, Coral Springs, Florida, 33065. Attn: Lease Department, and shall be deemed to have been given (i) if sent by mail or courier, upon the earlier of five (5) days after mailing or when actually received or, in the case of courier, when delivered, and (ii) if sent by facsimile machine, when the courier confirmation copy is actually received. Notice given in any other manner shall be effective when actually received, if to you at the address appearing on the cover page of this Agreement or by any electronic means, including but not limited to the email address you have provided on the cover page of the Agreement. Notices sent to the Merchant's last known address, as indicated in our records, shall constitute effective notice to the Merchant under this Agreement. Customer Service toll free number 1 877 257 2094.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings and can be changed only by a written agreement signed by all parties. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

**PERSONAL GUARANTY**

Undersigned unconditionally guarantees performance of this Equipment Lease Agreement by Lessee and payment of all sums due hereunder in the event of default, hereby waiving any modification, amendment or extension and notice thereof, and further agrees to the terms of this Equipment Lease Agreement insofar as they apply to the undersigned as guarantor.

|   |                   |                       |                   |                       |
|---|-------------------|-----------------------|-------------------|-----------------------|
| <b>X</b>  | , an Individual   | <b>RICHARD MORGAN</b> | <b>2487563498</b> | <b>6/22/2018</b>      |
| Personal Guarantor's Signature (No Title Allowed) |                   | Print Name            | Home Phone Number | Date                  |
| <b>20940 TURNBERRY BLVD</b>                       | <b>NORTHVILLE</b> | <b>MI 48167</b>       | <b>xx/xx/xx</b>   | <b>XXXXX4750</b>      |
| Home Address                                      | City              | State                 | Zip Code          | DOB Social Security # |

Scott Judge

BDEN

Merchant ID

Sales Rep. Name

Sales ID

**MERCHANT INFORMATION**

|   |                  |                          |       |                              |                       |
|---|------------------|--------------------------|-------|------------------------------|-----------------------|
| BODY CONTOUR VENTURES   |                  | LIGHTRX COLORADO SPRINGS |       |                              |                       |
| Corporate Business Name   |                  | DBA Name                 |       |                              |                       |
| 7531 ACADEMY BOULEVARD N  | COLORADO SPRINGS | USA                      | CO    | 80920                        | 7193558459            |
| Business Address  | City             | County                   | State | Zip Code                     | Business Phone Number |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Non Profit |                  |                          |       |                              | 4                     |
| Business Type   |                  | Tax ID#                  |       | Years in Business            |                       |
| 7531 ACADEMY BOULEVARD N  | COLORADO SPRINGS | CO                       | 80920 |                              |                       |
| Billing Address (if different than above)   |                  | City                     | State | Zip Code                     |                       |
| BANK OF AMERICA NA  | XXXXX805         | XXXXX446                 |       |                              |                       |
| Bank Name   | Routing Number   | Account Number           |       | (Provide copy of Void Check) |                       |

**DESCRIPTION OF LEASED EQUIPMENT**

| Equipment Type     | Quantity | Unit price w/o tax | Equipment Type | Quantity | Unit price w/o tax |
|--------------------|----------|--------------------|----------------|----------|--------------------|
| Clover Flex Bundle | 1        | \$ 47.93           |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |

**SCHEDULE OF PAYMENTS**

|  |   |  |
|--|---|--|
| Payable at Lease Signing (amounts without tax)<br><input type="checkbox"/> Advance Payments \$ _____<br><input type="checkbox"/> Security Deposit \$ _____<br><input type="checkbox"/> _____ \$ _____<br><b>TOTAL \$ 47.93</b> | Annual Tax Handling Fee:<br><input type="checkbox"/> AL, AR, CA, CT, GA, IN, KY, LA, MS, MO, NE, NV, NM, NC, OK, OR, RI, SC, TN, TX, VT, VA, WA, WV, WI, WY \$ <b>30.20</b><br><input checked="" type="checkbox"/> All other states \$ <b>10.20</b> | Lease Term: <u>36</u> (in months)<br>Total Monthly Lease Charge: (total unit price without tax) \$ <u>47.93</u><br>Total Cost to Lease: (without tax) \$ <u>1,725.48</u> |
| Additional Monthly Charges:<br><input type="checkbox"/> Term. Maintenance Fees: \$ _____<br><input type="checkbox"/> _____ \$ _____  | Option to purchase: If you wish to buyout the equipment please contact 1-877-257-2094 to obtain the cost.<br>Approx. Date of First ACH Payment: _____      Approx. Amount of First ACH Payment: \$ <u>.00</u>                                       |  |

This Equipment Lease Agreement ("Agreement") is being entered into by and between First Data Merchant Services LLC and the Lessee identified in the signature panel of this Agreement. In this Agreement, the words "we," "our" and "us" refer to First Data Merchant Services LLC and its successors and assigns and the words "you" and "your" refer to Lessee and its permitted successors and assigns. This Equipment Lease Agreement may be a factor in the pricing you are receiving for processing services provided by us.

- Effective Date, Term and Interim Rent.**  
 a) This Agreement becomes effective on the date we deliver any piece of Equipment to you (the "Delivery Date"). This Agreement remains in effect until all of your obligations and all of our obligations under it have been satisfied. We will deliver the Equipment to the site designated by you.  
 b) **Term:** The term of this Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us represented by our delivery of Equipment to you (the "Commencement Date"), and continues for the number of months indicated above in the Lease Term. **YOU AGREE THIS AGREEMENT IS A NON CANCELLABLE COMMITMENT BY YOU TO LEASE THE EQUIPMENT IDENTIFIED HEREIN FOR THE ENTIRE LEASE TERM INDICATED ABOVE.** You agree to pay all amounts due during the Lease Term and confirm upon execution the Lease Term is specifically defined as written above.  
 c) You agree to pay an Interim Lease Payment in the amount of one thirtieth (1/30th) of the monthly lease charge for each day from and including the Delivery Date until the date preceding the Commencement Date.
- Authorization.** Lessee hereby authorizes us or our designees, successors or assigns (hereinafter "Lessor") to withdraw any amounts including any and all sales taxes now due or hereinafter imposed, owed by Lessee in conjunction with this Agreement by initiating debit entries to Lessee's account at the bank named above (hereinafter "Bank"), or such other bank as the Lessee may from time to time use. In the event of default of Lessee's obligation hereunder, Lessee authorizes debit of its account for the full amount due under this Agreement. Further, Lessee authorizes Bank to accept and to charge any debit entries initiated by Lessor to Lessee's account. In the event that Lessor withdraws funds erroneously from Lessee's account, Lessee authorizes Lessor to credit Lessee's account for an amount not to exceed the original amount of the debit. This authorization is to remain in full force and effect until Lessor and Bank have received written notice from Lessee of its termination in such time and in such manner as to afford Lessor and Bank a reasonable opportunity to act.
- Default; Remedies.**  
 a) If any debit of your bank account initiated by us is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision of this Agreement or any agreement with any of our affiliates, alliances or joint ventures, any such event shall be a default hereunder. Without limiting the foregoing, any default by you under a Merchant Processing Agreement ("MPA") with us or with an alliance or joint venture to which we are a party may be treated as a default under this Agreement. Such a default would include a default resulting from early termination of the MPA, if applicable. For fees that may be applicable upon payment default, please see paragraph 10.  
 b) Upon the occurrence of any default, we may at our option, effective immediately without notice, either (i) terminate this Agreement and our future obligations under this Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, or (ii) accelerate the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term. If Equipment has not been returned this accelerated amount shall include the then fair market value of the Equipment (as determined in good faith by us). This acceleration of payments is not a penalty but liquidated damages for our loss of the bargain. Upon any such termination for default, we may proceed in any lawful manner to obtain satisfaction of the amounts owed to us and, if applicable, our recovery of the Equipment, including entering onto your premises to recover the Equipment. In addition, you shall also be responsible for our costs of collection, court costs and reasonable attorneys' fees, as well as applicable shipping, repair and refurbishing costs of recovered Equipment. You agree that we shall be entitled to recover any amounts due to us under this Agreement by charging your bank account or any other funds of yours that come into our possession or control, or within the possession or control of our affiliates, alliances or joint ventures, or by setting off amounts that you owe to us against any amounts we may owe to you, without notifying you prior to doing so. Without limiting the foregoing, you agree that we are entitled to recover amounts owed to us under this Agreement by obtaining directly from an alliance or joint venture

**LEASE ACCEPTANCE**

Undersigned agrees to all terms and conditions contained in this Equipment Lease Agreement. Lessee authorizes First Data Merchant Services LLC or its agents, to request and obtain from a consumer reporting agency personal and business consumer reports. Each of the undersigned authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us. **THIS LEASE IS A NON-CANCELLABLE COMMITMENT BY YOU FOR THE FULL LEASE TERM INDICATED HEREIN.** By executing the below, Lessee confirms that the Lease Term is filled in above. Any attempt by you to terminate this commitment prior to the end of the Lease Term, entitles First Data Merchant Services LLC to all rights and remedies set forth in paragraph 3 including acceleration of the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term.

|  |            |                |           |
|--|------------|----------------|-----------|
| DocuSigned by:<br><b>X</b> <u>RICHARD MORGAN</u> | Member LLC | RICHARD MORGAN | 6/22/2018 |
|  | Title      | Print Name     | Date      |



to which we are a party and with which you have entered into a MPA any funds held or available as security for payment under the terms of the MPA, including funds available under the "Reserve Account; Security Interest" section of the MPA, if applicable.

4. **Return or Purchase of Equipment at End of Lease Period.** Upon the completion of your Lease Term the Agreement shall continue on a month to month basis. There is no obligation to continue the lease after the Lease Term ends. At the end of your Lease Term, you will have the option to: (a) return the Equipment to us; (b) purchase the Equipment from us for the lesser of fair market value at the time (as determined in good faith by us), or an amount equal to ten percent (10%) of the total lease payments under this Lease Agreement with respect to each item of Equipment; or (c) as noted, rent the Equipment on a month to month basis at the existing monthly lease payment. In the absence of an affirmative election by you to return or purchase the Equipment, (c) will apply and this Agreement will continue on a month to month basis at the existing monthly lease payment. After the end of the Lease Term, if you do not want to continue to rent the Equipment on a month to month basis, then you will be obligated to provide Lessor with notice of that choice prior to the end of the Lease Term and advise whether you will return the Equipment to Lessor or purchase the Equipment, which price Lessor shall provide to you upon receipt of the notification. If you fail to provide such notice at least 30 days prior to the end of the Lease Term, you acknowledge that Lessor may not have time to suspend billing due for the next month's lease charge. If we terminate this Agreement pursuant to paragraph 3 due to a default by you, then you shall immediately return the Equipment to us at the address set forth in paragraph 11 no later than the tenth Business Day after termination, or remit to us the fair market value of the Equipment which amount we shall provide after good faith determination. We may claim any amounts due to us under this paragraph 4 by debiting your Settlement Account, and to the extent we are unable to obtain full satisfaction in this manner, you agree to pay the amounts owed to us promptly upon our request.

5. **Limitation on Liability.** We are not liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment, including any damage or injury to persons or property caused by the Equipment. We are not liable for the use or maintenance of the Equipment, its failure to operate, any repairs or service to it, or by any interruption of service or loss of use of the Equipment or resulting loss of business. Our liability arising out of or in any way connected with this Agreement shall not exceed the aggregate lease amount paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Agreement are your sole and exclusive remedies.

6. **Governing Law; Dispute Resolution; Miscellaneous.** This Agreement shall be governed by and will be construed in accordance with the laws of the State of New York (without applying its conflicts of laws principles). We have substantial facilities in the State of New York and many of the services provided under this Agreement are provided from these facilities. The exclusive venue for any actions or claims arising under or related to this Agreement shall be the appropriate state or federal court located in Suffolk County New York. If any part of this Agreement is not enforceable, the remaining provisions will remain valid and enforceable.

7. **Equipment and Software.**

a) We agree to lease to you and you agree to lease from us the equipment identified on the first page of this Agreement or such other comparable equipment we provide you (the "Equipment"), according to the terms and conditions of this Agreement. We are providing the Equipment to you "as is" and make no representations or warranties of any kind as to the suitability of the Equipment for any particular purpose.  
 b) YOU ACKNOWLEDGE THAT THE EQUIPMENT YOU LEASE UNDER THIS LEASE AGREEMENT MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS AND THAT WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH EQUIPMENT COMPATIBLE IN THE EVENT THAT YOU ELECT TO USE ANOTHER SERVICE PROVIDER. UPON TERMINATION OF YOUR MERCHANT PROCESSING AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT LEASED UNDER THIS LEASE AGREEMENT WITH SAID SERVICE PROVIDER.

8. **Warranties**

a) All warranties express or implied, made to you or any other person are hereby disclaimed including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular use, quiet enjoyment, or infringement.  
 b) You warrant that you will only use the Equipment for commercial purposes and will not use the Equipment for any household or personal purposes.  
 c) Leased Equipment is warranted against material defects for the life of the lease. This warranty does not include damage to the Equipment resulting from accident or misuse or any other breach of the Agreement. If the Equipment should become defective within the warranty period, Banc of America Merchant Services, LLC will replace it free of charge (except that appropriate shipping charges may apply).

9. **Lease Guaranty.** No guarantor shall have any right of subrogation to any of our rights in the Equipment or this Lease or against you, and any such right of subrogation is hereby waived and released. All indebtedness that exists now or arises after the execution of this Agreement between you and any guarantor is hereby subordinated to all of your present and future obligations, and those of your guarantor, to us, and no payment shall be made or accepted on such indebtedness due to you from a guarantor until the obligations due to us are paid and satisfied in full.

10. **Payment of Amounts Due, Administrative and Collection Fees.**

a)

| <b>SCHEDULE OF FEES</b>  |               |                            |               |
|--------------------------|---------------|----------------------------|---------------|
| <b>Default Fees</b>      | <b>Amount</b> | <b>Administrative Fees</b> | <b>Amount</b> |
| NSF Fee                  | \$10          | Upgrade Fee                | \$50          |
| Collection Fee           | \$25          | Assumption Fee             | \$150         |
| Late Fee                 | \$10          | Lease Copy Fee             | \$7           |
| Collection Invoicing Fee | \$7           |                            |               |

b) The monthly lease charge is due and payable on the same day of each successive month thereafter of the Lease Term for each piece of lease Equipment. You agree to pay all assessed costs for delivery and installation of Equipment.

c) In addition to the monthly lease charge, you shall pay, or reimburse us for, amounts equal to any taxes or assessments on or arising out of this Agreement or the Equipment, and related supplies or any

services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise tax, exclusive, however, of taxes based on our net income. Reimbursement of property tax calculation is based on an average tax rate.

d) Your lease payments will be due despite dissatisfaction for any reason with the Equipment or related processing services.

e) Whenever any payment is not made by you in full when due, you shall pay us a late fee of \$10.00 for each month during which it remains unpaid but in no event more than the maximum permitted by law. You shall also pay to us a NSF fee of \$10.00 for any debit we attempt to make against your bank account that is for any reason rejected, but in no event more than the maximum amount permitted by law.

f) In the event your account is placed into collections for past due lease amounts, you agree that we can recover a collection expense fee of \$25 for each aggregate payment requiring a collection effort, but in no event more than the maximum amount permitted by law.

11. **Use and Return of Equipment; Insurance.**

a) You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall maintain the Equipment in good operating condition and protect it from deterioration, normal wear and tear excepted.

b) You shall not permit any physical alteration or modification of the Equipment, or change the installation site of the Equipment, without our prior written consent.

c) You shall not create, incur, assume or allow any consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment without our prior written consent.

d) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all permits required to operate the Equipment at your facility.

e) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.

f) The Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment evidencing our ownership.

g) You agree that all Equipment returns shall be to TASQ Technology, 1169 Canton Road, Marietta, GA., 30066, be done in a manner that can be tracked, and shall have Lease number referenced on the return packaging. You understand and agree that your failure to return the Equipment in the manner noted above will delay our receipt of the return and possibly result in you being charged the then fair market value of the Equipment, or \$100 should the Equipment be received with excessive wear and tear.

h) You shall keep the Equipment adequately insured against loss by fire, theft, and all other hazards.

i) You shall provide proof of insurance as evidenced by a certificate naming First Data Merchant Services LLC as a loss payee under your insurance policy. The loss, destruction, theft or damage of or to the Equipment shall not relieve you from your obligation to pay the full purchase price or total monthly lease charges hereunder.

12. **Site Preparation.** You will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date.

13. **Title to Equipment.** We at all times retain title to the Equipment unless we agree otherwise in writing. You agree to execute and deliver to us any statement or instrument that we may request to confirm or evidence our ownership of the Equipment, and you irrevocably appoint us as your attorney in fact to execute and file the same in your name and on your behalf. If a court determines that the leasing transaction contemplated by this Agreement does not constitute a financing and is not a lease of the Equipment, then we shall be deemed to have a first lien security interest on the Equipment as of the date of this Agreement, and you will execute such documentation as we may request to evidence such security interest.

14. **Software License.** We retain all ownership and copyright interest in and to all computer software, related documentation, technology, know how and processes embodied in or provided in connection with the Equipment other than those owned or licensed by the manufacturer of the Equipment (collectively "Software"). Any rights to use the Software other than those owned or licensed by the manufacturer of the Equipment are described in this Lease Agreement. You shall have only a nonexclusive license to use the Software owned or licensed by the manufacturer of the Equipment in your operation of the Equipment.

15. **Indemnification.** You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses, (including attorneys' fees) resulting from (a) the operation, use, condition, liens against, or return of the Equipment or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

16. **Assignment.** You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Agreement, any transfer of voting control of you or your parent shall be considered an assignment or transfer hereof. We may assign or transfer this Agreement and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent.

17. **Notices.** All notices must be in writing, if to you at your address appearing on the cover page of this Agreement and if to us at 4000 Coral Ridge Drive, Coral Springs, Florida, 33065. Attn: Lease Department, and shall be deemed to have been given (i) if sent by mail or courier, upon the earlier of five (5) days after mailing or when actually received or, in the case of courier, when delivered, and (ii) if sent by facsimile machine, when the courier confirmation copy is actually received. Notice given in any other manner shall be effective when actually received, if to you at the address appearing on the cover page of this Agreement or by any electronic means, including but not limited to the email address you have provided on the cover page of the Agreement. Notices sent to the Merchant's last known address, as indicated in our records, shall constitute effective notice to the Merchant under this Agreement. Customer Service toll free number 1 877 257 2094.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings and can be changed only by a written agreement signed by all parties. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

**PERSONAL GUARANTY**

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|   |                   |                       |                   |                       |
|---|-------------------|-----------------------|-------------------|-----------------------|
| <b>X</b>  | , an Individual   | <b>RICHARD MORGAN</b> | <b>2487563498</b> | <b>6/22/2018</b>      |
| Personal Guarantor's Signature (No Title Allowed) |                   | Print Name            | Home Phone Number | Date                  |
| <b>20940 TURNBERRY BLVD</b>                       | <b>NORTHVILLE</b> | <b>MI 48167</b>       | <b>xx/xx/xx</b>   | <b>XXXXX4750</b>      |
| Home Address                                      | City              | State                 | Zip Code          | DOB Social Security # |

Scott Judge

BDEN

Merchant ID

Sales Rep. Name

Sales ID

**MERCHANT INFORMATION**

|   |      |                       |                |                   |                              |
|---|------|-----------------------|----------------|-------------------|------------------------------|
| BODY CONTOUR VENTURES   |      | LIGHTRX MESA          |                |                   |                              |
| Corporate Business Name   |      | DBA Name              |                |                   |                              |
| 1652 S VAL VISTA B7 127   | MESA | USA                   | AZ             | 85204             | 4804984451                   |
| Business Address  |      | City                  | County         | State             | Zip Code                     |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Non Profit |      | Business Phone Number |                |                   |                              |
| Business Type   |      | Tax ID#               |                | Years in Business |                              |
| 1652 S VAL VISTA B7 127   |      | MESA                  | AZ             | 85204             |                              |
| Billing Address (if different than above)   |      | City                  | State          | Zip Code          |                              |
| BANK OF AMERICA NA  |      | XXXXX805              | XXXXX705       |                   |                              |
| Bank Name   |      | Routing Number        | Account Number |                   | (Provide copy of Void Check) |

**DESCRIPTION OF LEASED EQUIPMENT**

| Equipment Type     | Quantity | Unit price w/o tax | Equipment Type | Quantity | Unit price w/o tax |
|--------------------|----------|--------------------|----------------|----------|--------------------|
| Clover Flex Bundle | 1        | \$ 47.93           |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |

**SCHEDULE OF PAYMENTS**

|  |   |  |
|--|---|--|
| Payable at Lease Signing (amounts without tax)<br><input type="checkbox"/> Advance Payments \$ _____<br><input type="checkbox"/> Security Deposit \$ _____<br><input type="checkbox"/> _____ \$ _____<br><b>TOTAL \$ 47.93</b> | Annual Tax Handling Fee:<br><input type="checkbox"/> AL, AR, CA, CT, GA, IN, KY, LA, MS, MO, NE, NV, NM, NC, OK, OR, RI, SC, TN, TX, VT, VA, WA, WV, WI, WY \$ <b>30.20</b><br><input checked="" type="checkbox"/> All other states \$ <b>10.20</b> | Lease Term: <u>36</u> (in months)<br>Total Monthly Lease Charge: (total unit price without tax) \$ <u>47.93</u><br>Total Cost to Lease: (without tax) \$ <u>1,725.48</u> |
| Additional Monthly Charges:<br><input type="checkbox"/> Term. Maintenance Fees: \$ _____<br><input type="checkbox"/> _____ \$ _____  | Option to purchase: If you wish to buyout the equipment please contact 1-877-257-2094 to obtain the cost.<br>Approx. Date of First ACH Payment: _____      Approx. Amount of First ACH Payment: \$ <u>.00</u>                                       |  |

This Equipment Lease Agreement ("Agreement") is being entered into by and between First Data Merchant Services LLC and the Lessee identified in the signature panel of this Agreement. In this Agreement, the words "we," "our" and "us" refer to First Data Merchant Services LLC and its successors and assigns and the words "you" and "your" refer to Lessee and its permitted successors and assigns. This Equipment Lease Agreement may be a factor in the pricing you are receiving for processing services provided by us.

- Effective Date, Term and Interim Rent.**  
 a) This Agreement becomes effective on the date we deliver any piece of Equipment to you (the "Delivery Date"). This Agreement remains in effect until all of your obligations and all of our obligations under it have been satisfied. We will deliver the Equipment to the site designated by you.  
 b) **Term:** The term of this Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us represented by our delivery of Equipment to you (the "Commencement Date"), and continues for the number of months indicated above in the Lease Term. **YOU AGREE THIS AGREEMENT IS A NON CANCELLABLE COMMITMENT BY YOU TO LEASE THE EQUIPMENT IDENTIFIED HEREIN FOR THE ENTIRE LEASE TERM INDICATED ABOVE.** You agree to pay all amounts due during the Lease Term and confirm upon execution the Lease Term is specifically defined as written above.  
 c) You agree to pay an Interim Lease Payment in the amount of one thirtieth (1/30th) of the monthly lease charge for each day from and including the Delivery Date until the date preceding the Commencement Date.
- Authorization.** Lessee hereby authorizes us or our designees, successors or assigns (hereinafter "Lessor") to withdraw any amounts including any and all sales taxes now due or hereinafter imposed, owed by Lessee in conjunction with this Agreement by initiating debit entries to Lessee's account at the bank named above (hereinafter "Bank"), or such other bank as the Lessee may from time to time use. In the event of default of Lessee's obligation hereunder, Lessee authorizes debit of its account for the full amount due under this Agreement. Further, Lessee authorizes Bank to accept and to charge any debit entries initiated by Lessor to Lessee's account. In the event that Lessor withdraws funds erroneously from Lessee's account, Lessee authorizes Lessor to credit Lessee's account for an amount not to exceed the original amount of the debit. This authorization is to remain in full force and effect until Lessor and Bank have received written notice from Lessee of its termination in such time and in such manner as to afford Lessor and Bank a reasonable opportunity to act.
- Default; Remedies.**  
 a) If any debit of your bank account initiated by us is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision of this Agreement or any agreement with any of our affiliates, alliances or joint ventures, any such event shall be a default hereunder. Without limiting the foregoing, any default by you under a Merchant Processing Agreement ("MPA") with us or with an alliance or joint venture to which we are a party may be treated as a default under this Agreement. Such a default would include a default resulting from early termination of the MPA, if applicable. For fees that may be applicable upon payment default, please see paragraph 10.  
 b) Upon the occurrence of any default, we may at our option, effective immediately without notice, either (i) terminate this Agreement and our future obligations under this Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, or (ii) accelerate the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term. If Equipment has not been returned this accelerated amount shall include the then fair market value of the Equipment (as determined in good faith by us). This acceleration of payments is not a penalty but liquidated damages for our loss of the bargain. Upon any such termination for default, we may proceed in any lawful manner to obtain satisfaction of the amounts owed to us and, if applicable, our recovery of the Equipment, including entering onto your premises to recover the Equipment. In addition, you shall also be responsible for our costs of collection, court costs and reasonable attorneys' fees, as well as applicable shipping, repair and refurbishing costs of recovered Equipment. You agree that we shall be entitled to recover any amounts due to us under this Agreement by charging your bank account or any other funds of yours that come into our possession or control, or within the possession or control of our affiliates, alliances or joint ventures, or by setting off amounts that you owe to us against any amounts we may owe to you, without notifying you prior to doing so. Without limiting the foregoing, you agree that we are entitled to recover amounts owed to us under this Agreement by obtaining directly from an alliance or joint venture

**LEASE ACCEPTANCE**

Undersigned agrees to all terms and conditions contained in this Equipment Lease Agreement. Lessee authorizes First Data Merchant Services LLC or its agents, to request and obtain from a consumer reporting agency personal and business consumer reports. Each of the undersigned authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us. **THIS LEASE IS A NON-CANCELLABLE COMMITMENT BY YOU FOR THE FULL LEASE TERM INDICATED HEREIN.** By executing the below, Lessee confirms that the Lease Term is filled in above. Any attempt by you to terminate this commitment prior to the end of the Lease Term, entitles First Data Merchant Services LLC to all rights and remedies set forth in paragraph 3 including acceleration of the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term.

|  |            |                |           |
|--|------------|----------------|-----------|
| DocuSigned by:<br><b>X</b> <u>RICHARD MORGAN</u> | Member LLC | RICHARD MORGAN | 6/22/2018 |
|  | Title      | Print Name     | Date      |

DocuSign Envelope ID: 1681321B-B3B5-4DFA-98CF-C4CA2AABA1A5  
 to which we are a party and with which you have entered into a MPA any funds held or available as security for payment under the terms of the MPA, including funds available under the "Reserve Account; Security Interest" section of the MPA, if applicable.

4. **Return or Purchase of Equipment at End of Lease Period.** Upon the completion of your Lease Term the Agreement shall continue on a month to month basis. There is no obligation to continue the lease after the Lease Term ends. At the end of your Lease Term, you will have the option to: (a) return the Equipment to us; (b) purchase the Equipment from us for the lesser of fair market value at the time (as determined in good faith by us), or an amount equal to ten percent (10%) of the total lease payments under this Lease Agreement with respect to each item of Equipment; or (c) as noted, rent the Equipment on a month to month basis at the existing monthly lease payment. In the absence of an affirmative election by you to return or purchase the Equipment, (c) will apply and this Agreement will continue on a month to month basis at the existing monthly lease payment. After the end of the Lease Term, if you do not want to continue to rent the Equipment on a month to month basis, then you will be obligated to provide Lessor with notice of that choice prior to the end of the Lease Term and advise whether you will return the Equipment to Lessor or purchase the Equipment, which price Lessor shall provide to you upon receipt of the notification. If you fail to provide such notice at least 30 days prior to the end of the Lease Term, you acknowledge that Lessor may not have time to suspend billing due for the next month's lease charge. If we terminate this Agreement pursuant to paragraph 3 due to a default by you, then you shall immediately return the Equipment to us at the address set forth in paragraph 11 no later than the tenth Business Day after termination, or remit to us the fair market value of the Equipment which amount we shall provide after good faith determination. We may collect any amounts due to us under this paragraph 4 by debiting your Settlement Account, and to the extent we are unable to obtain full satisfaction in this manner, you agree to pay the amounts owed to us promptly upon our request.

5. **Limitation on Liability.** We are not liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment, including any damage or injury to persons or property caused by the Equipment. We are not liable for the use or maintenance of the Equipment, its failure to operate, any repairs or service to it, or by any interruption of service or loss of use of the Equipment or resulting loss of business. Our liability arising out of or in any way connected with this Agreement shall not exceed the aggregate lease amount paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Agreement are your sole and exclusive remedies.

6. **Governing Law; Dispute Resolution; Miscellaneous.** This Agreement shall be governed by and will be construed in accordance with the laws of the State of New York (without applying its conflicts of laws principles). We have substantial facilities in the State of New York and many of the services provided under this Agreement are provided from these facilities. The exclusive venue for any actions or claims arising under or related to this Agreement shall be the appropriate state or federal court located in Suffolk County New York. If any part of this Agreement is not enforceable, the remaining provisions will remain valid and enforceable.

7. **Equipment and Software.**

a) We agree to lease to you and you agree to lease from us the equipment identified on the first page of this Agreement or such other comparable equipment we provide you (the "Equipment"), according to the terms and conditions of this Agreement. We are providing the Equipment to you "as is" and make no representations or warranties of any kind as to the suitability of the Equipment for any particular purpose.  
 b) YOU ACKNOWLEDGE THAT THE EQUIPMENT YOU LEASE UNDER THIS LEASE AGREEMENT MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS AND THAT WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH EQUIPMENT COMPATIBLE IN THE EVENT THAT YOU ELECT TO USE ANOTHER SERVICE PROVIDER. UPON TERMINATION OF YOUR MERCHANT PROCESSING AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT LEASED UNDER THIS LEASE AGREEMENT WITH SAID SERVICE PROVIDER.

8. **Warranties**

a) All warranties express or implied, made to you or any other person are hereby disclaimed including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular use, quiet enjoyment, or infringement.  
 b) You warrant that you will only use the Equipment for commercial purposes and will not use the Equipment for any household or personal purposes.  
 c) Leased Equipment is warranted against material defects for the life of the lease. This warranty does not include damage to the Equipment resulting from accident or misuse or any other breach of the Agreement. If the Equipment should become defective within the warranty period, Banc of America Merchant Services, LLC will replace it free of charge (except that appropriate shipping charges may apply).

9. **Lease Guaranty.** No guarantor shall have any right of subrogation to any of our rights in the Equipment or this Lease or against you, and any such right of subrogation is hereby waived and released. All indebtedness that exists now or arises after the execution of this Agreement between you and any guarantor is hereby subordinated to all of your present and future obligations, and those of your guarantor, to us, and no payment shall be made or accepted on such indebtedness due to you from a guarantor until the obligations due to us are paid and satisfied in full.

10. **Payment of Amounts Due, Administrative and Collection Fees.**

a)

| <b>SCHEDULE OF FEES</b>  |               |                            |               |
|--------------------------|---------------|----------------------------|---------------|
| <b>Default Fees</b>      | <b>Amount</b> | <b>Administrative Fees</b> | <b>Amount</b> |
| NSF Fee                  | \$10          | Upgrade Fee                | \$50          |
| Collection Fee           | \$25          | Assumption Fee             | \$150         |
| Late Fee                 | \$10          | Lease Copy Fee             | \$7           |
| Collection Invoicing Fee | \$7           |                            |               |

b) The monthly lease charge is due and payable on the same day of each successive month thereafter of the Lease Term for each piece of lease Equipment. You agree to pay all assessed costs for delivery and installation of Equipment.

c) In addition to the monthly lease charge, you shall pay, or reimburse us for, amounts equal to any taxes or assessments on or arising out of this Agreement or the Equipment, and related supplies or any

services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise tax, exclusive, however, of taxes based on our net income. Reimbursement of property tax calculation is based on an average tax rate.

d) Your lease payments will be due despite dissatisfaction for any reason with the Equipment or related processing services.

e) Whenever any payment is not made by you in full when due, you shall pay us a late fee of \$10.00 for each month during which it remains unpaid but in no event more than the maximum permitted by law. You shall also pay to us a NSF fee of \$10.00 for any debit we attempt to make against your bank account that is for any reason rejected, but in no event more than the maximum amount permitted by law.

f) In the event your account is placed into collections for past due lease amounts, you agree that we can recover a collection expense fee of \$25 for each aggregate payment requiring a collection effort, but in no event more than the maximum amount permitted by law.

11. **Use and Return of Equipment; Insurance.**

a) You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall maintain the Equipment in good operating condition and protect it from deterioration, normal wear and tear excepted.

b) You shall not permit any physical alteration or modification of the Equipment, or change the installation site of the Equipment, without our prior written consent.

c) You shall not create, incur, assume or allow any consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment without our prior written consent.

d) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all permits required to operate the Equipment at your facility.

e) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.

f) The Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment evidencing our ownership.

g) You agree that all Equipment returns shall be to TASQ Technology, 1169 Canton Road, Marietta, GA., 30066, be done in a manner that can be tracked, and shall have Lease number referenced on the return packaging. You understand and agree that your failure to return the Equipment in the manner noted above will delay our receipt of the return and possibly result in you being charged the then fair market value of the Equipment, or \$100 should the Equipment be received with excessive wear and tear.

h) You shall keep the Equipment adequately insured against loss by fire, theft, and all other hazards.

i) You shall provide proof of insurance as evidenced by a certificate naming First Data Merchant Services LLC as a loss payee under your insurance policy. The loss, destruction, theft or damage of or to the Equipment shall not relieve you from your obligation to pay the full purchase price or total monthly lease charges hereunder.

12. **Site Preparation.** You will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date.

13. **Title to Equipment.** We at all times retain title to the Equipment unless we agree otherwise in writing. You agree to execute and deliver to us any statement or instrument that we may request to confirm or evidence our ownership of the Equipment, and you irrevocably appoint us as your attorney in fact to execute and file the same in your name and on your behalf. If a court determines that the leasing transaction contemplated by this Agreement does not constitute a financing and is not a lease of the Equipment, then we shall be deemed to have a first lien security interest on the Equipment as of the date of this Agreement, and you will execute such documentation as we may request to evidence such security interest.

14. **Software License.** We retain all ownership and copyright interest in and to all computer software, related documentation, technology, know how and processes embodied in or provided in connection with the Equipment other than those owned or licensed by the manufacturer of the Equipment (collectively "Software"). Any rights to use the Software other than those owned or licensed by the manufacturer of the Equipment are described in this Lease Agreement. You shall have only a nonexclusive license to use the Software owned or licensed by the manufacturer of the Equipment in your operation of the Equipment.

15. **Indemnification.** You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses, (including attorneys' fees) resulting from (a) the operation, use, condition, liens against, or return of the Equipment or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

16. **Assignment.** You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Agreement, any transfer of voting control of you or your parent shall be considered an assignment or transfer hereof. We may assign or transfer this Agreement and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent.

17. **Notices.** All notices must be in writing, if to you at your address appearing on the cover page of this Agreement and if to us at 4000 Coral Ridge Drive, Coral Springs, Florida, 33065. Attn: Lease Department, and shall be deemed to have been given (i) if sent by mail or courier, upon the earlier of five (5) days after mailing or when actually received or, in the case of courier, when delivered, and (ii) if sent by facsimile machine, when the courier confirmation copy is actually received. Notice given in any other manner shall be effective when actually received, if to you at the address appearing on the cover page of this Agreement or by any electronic means, including but not limited to the email address you have provided on the cover page of the Agreement. Notices sent to the Merchant's last known address, as indicated in our records, shall constitute effective notice to the Merchant under this Agreement. Customer Service toll free number 1 877 257 2094.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings and can be changed only by a written agreement signed by all parties. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

**PERSONAL GUARANTY**

Undersigned unconditionally guarantees performance of this Equipment Lease Agreement by Lessee and payment of all sums due hereunder in the event of default, hereby waiving any modification, amendment or extension and notice thereof, and further agrees to the terms of this Equipment Lease Agreement insofar as they apply to the undersigned as guarantor.

|   |                   |                       |                   |                       |
|---|-------------------|-----------------------|-------------------|-----------------------|
| <b>X</b>  | , an Individual   | <b>RICHARD MORGAN</b> | <b>2487563498</b> | <b>6/22/2018</b>      |
| Personal Guarantor's Signature (No Title Allowed) |                   | Print Name            | Home Phone Number | Date                  |
| <b>20940 TURNBERRY BLVD</b>                       | <b>NORTHVILLE</b> | <b>MI 48167</b>       | <b>xx/xx/xx</b>   | <b>XXXXX4750</b>      |
| Home Address                                      | City              | State                 | Zip Code          | DOB Social Security # |





First Data Global Leasing  
 4000 Coral Ridge Drive  
 Coral Springs, FL 33065  
 1 (877) 257 2094

**EQUIPMENT LEASE AGREEMENT**

Scott Judge

BDEN

Merchant ID

Sales Rep. Name

Sales ID

**MERCHANT INFORMATION**

|   |            |                    |                |          |                              |
|---|------------|--------------------|----------------|----------|------------------------------|
| BODY CONTOUR VENTURES   |            | LIGHTRX NAPERVILLE |                |          |                              |
| Corporate Business Name   |            | DBA Name           |                |          |                              |
| 22 E CHICAGO AVE 220  | NAPERVILLE | USA                | IL             | 60540    | 6304243635                   |
| Business Address  |            | City               | County         | State    | Zip Code                     |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Non Profit |            |                    |                |          | Business Phone Number        |
| Business Type   |            |                    |                |          | 4                            |
| 22 E CHICAGO AVE 220  |            | NAPERVILLE         |                | Tax ID#  | Years in Business            |
| Billing Address (if different than above)   |            | City               | State          | Zip Code |                              |
| BANK OF AMERICA NA  |            | XXXXX805           | XXXXX734       |          |                              |
| Bank Name   |            | Routing Number     | Account Number |          | (Provide copy of Void Check) |

**DESCRIPTION OF LEASED EQUIPMENT**

| Equipment Type     | Quantity | Unit price w/o tax | Equipment Type | Quantity | Unit price w/o tax |
|--------------------|----------|--------------------|----------------|----------|--------------------|
| Clover Flex Bundle | 1        | \$ 47.93           |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |
|                    |          | \$                 |                |          | \$                 |

**SCHEDULE OF PAYMENTS**

|  |   |  |
|--|---|--|
| Payable at Lease Signing (amounts without tax)<br><input type="checkbox"/> Advance Payments \$ _____<br><input type="checkbox"/> Security Deposit \$ _____<br><input type="checkbox"/> _____ \$ _____<br><b>TOTAL \$ 47.93</b> | Annual Tax Handling Fee:<br><input type="checkbox"/> AL, AR, CA, CT, GA, IN, KY, LA, MS, MO, NE, NV, NM, NC, OK, OR, RI, SC, TN, TX, VT, VA, WA, WV, WI, WY \$ <b>30.20</b><br><input checked="" type="checkbox"/> All other states \$ <b>10.20</b> | Lease Term: <u>36</u> (in months)<br>Total Monthly Lease Charge: (total unit price without tax) \$ <u>47.93</u><br>Total Cost to Lease: (without tax) \$ <u>1,725.48</u> |
| Additional Monthly Charges:<br><input type="checkbox"/> Term. Maintenance Fees: \$ _____<br><input type="checkbox"/> _____ \$ _____  | Option to purchase: If you wish to buyout the equipment please contact 1-877-257-2094 to obtain the cost.<br>Approx. Date of First ACH Payment: _____      Approx. Amount of First ACH Payment: \$ <u>.00</u>                                       |  |

This Equipment Lease Agreement ("Agreement") is being entered into by and between First Data Merchant Services LLC and the Lessee identified in the signature panel of this Agreement. In this Agreement, the words "we," "our" and "us" refer to First Data Merchant Services LLC and its successors and assigns and the words "you" and "your" refer to Lessee and its permitted successors and assigns. This Equipment Lease Agreement may be a factor in the pricing you are receiving for processing services provided by us.

- Effective Date, Term and Interim Rent.**  
 a) This Agreement becomes effective on the date we deliver any piece of Equipment to you (the "Delivery Date"). This Agreement remains in effect until all of your obligations and all of our obligations under it have been satisfied. We will deliver the Equipment to the site designated by you.  
 b) **Term:** The term of this Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us represented by our delivery of Equipment to you (the "Commencement Date"), and continues for the number of months indicated above in the Lease Term. **YOU AGREE THIS AGREEMENT IS A NON CANCELLABLE COMMITMENT BY YOU TO LEASE THE EQUIPMENT IDENTIFIED HEREIN FOR THE ENTIRE LEASE TERM INDICATED ABOVE.** You agree to pay all amounts due during the Lease Term and confirm upon execution the Lease Term is specifically defined as written above.  
 c) You agree to pay an Interim Lease Payment in the amount of one thirtieth (1/30th) of the monthly lease charge for each day from and including the Delivery Date until the date preceding the Commencement Date.
- Authorization.** Lessee hereby authorizes us or our designees, successors or assigns (hereinafter "Lessor") to withdraw any amounts including any and all sales taxes now due or hereinafter imposed, owed by Lessee in conjunction with this Agreement by initiating debit entries to Lessee's account at the bank named above (hereinafter "Bank"), or such other bank as the Lessee may from time to time use. In the event of default of Lessee's obligation hereunder, Lessee authorizes debit of its account for the full amount due under this Agreement. Further, Lessee authorizes Bank to accept and to charge any debit entries initiated by Lessor to Lessee's account. In the event that Lessor withdraws funds erroneously from Lessee's account, Lessee authorizes Lessor to credit Lessee's account for an amount not to exceed the original amount of the debit. This authorization is to remain in full force and effect until Lessor and Bank have received written notice from Lessee of its termination in such time and in such manner as to afford Lessor and Bank a reasonable opportunity to act.
- Default; Remedies.**  
 a) If any debit of your bank account initiated by us is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision of this Agreement or any agreement with any of our affiliates, alliances or joint ventures, any such event shall be a default hereunder. Without limiting the foregoing, any default by you under a Merchant Processing Agreement ("MPA") with us or with an alliance or joint venture to which we are a party may be treated as a default under this Agreement. Such a default would include a default resulting from early termination of the MPA, if applicable. For fees that may be applicable upon payment default, please see paragraph 10.  
 b) Upon the occurrence of any default, we may at our option, effective immediately without notice, either (i) terminate this Agreement and our future obligations under this Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, or (ii) accelerate the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term. If Equipment has not been returned this accelerated amount shall include the then fair market value of the Equipment (as determined in good faith by us). This acceleration of payments is not a penalty but liquidated damages for our loss of the bargain. Upon any such termination for default, we may proceed in any lawful manner to obtain satisfaction of the amounts owed to us and, if applicable, our recovery of the Equipment, including entering onto your premises to recover the Equipment. In addition, you shall also be responsible for our costs of collection, court costs and reasonable attorneys' fees, as well as applicable shipping, repair and refurbishing costs of recovered Equipment. You agree that we shall be entitled to recover any amounts due to us under this Agreement by charging your bank account or any other funds of yours that come into our possession or control, or within the possession or control of our affiliates, alliances or joint ventures, or by setting off amounts that you owe to us against any amounts we may owe to you, without notifying you prior to doing so. Without limiting the foregoing, you agree that we are entitled to recover amounts owed to us under this Agreement by obtaining directly from an alliance or joint venture

**LEASE ACCEPTANCE**

Undersigned agrees to all terms and conditions contained in this Equipment Lease Agreement. Lessee authorizes First Data Merchant Services LLC or its agents, to request and obtain from a consumer reporting agency personal and business consumer reports. Each of the undersigned authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us. **THIS LEASE IS A NON-CANCELLABLE COMMITMENT BY YOU FOR THE FULL LEASE TERM INDICATED HEREIN.** By executing the below, Lessee confirms that the Lease Term is filled in above. Any attempt by you to terminate this commitment prior to the end of the Lease Term, entitles First Data Merchant Services LLC to all rights and remedies set forth in paragraph 3 including acceleration of the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term.

|   |            |                |           |
|---|------------|----------------|-----------|
| DocuSigned by:<br><b>X</b> RICHARD MORGAN | Member LLC | RICHARD MORGAN | 6/22/2018 |
|   | Title      | Print Name     | Date      |



4. **Return or Purchase of Equipment at End of Lease Period.** Upon the completion of your Lease Term the Agreement shall continue on a month to month basis. There is no obligation to continue the lease after the Lease Term ends. At the end of your Lease Term, you will have the option to: (a) return the Equipment to us; (b) purchase the Equipment from us for the lesser of fair market value at the time (as determined in good faith by us), or an amount equal to ten percent (10%) of the total lease payments under this Lease Agreement with respect to each item of Equipment; or (c) as noted, rent the Equipment on a month to month basis at the existing monthly lease payment. In the absence of an affirmative election by you to return or purchase the Equipment, (c) will apply and this Agreement will continue on a month to month basis at the existing monthly lease payment. After the end of the Lease Term, if you do not want to continue to rent the Equipment on a month to month basis, then you will be obligated to provide Lessor with notice of that choice prior to the end of the Lease Term and advise whether you will return the Equipment to Lessor or purchase the Equipment, which price Lessor shall provide to you upon receipt of the notification. If you fail to provide such notice at least 30 days prior to the end of the Lease Term, you acknowledge that Lessor may not have time to suspend billing due for the next month's lease charge. If we terminate this Agreement pursuant to paragraph 3 due to a default by you, then you shall immediately return the Equipment to us at the address set forth in paragraph 11 no later than the tenth Business Day after termination, or remit to us the fair market value of the Equipment which amount we shall provide after good faith determination. We may collect any amounts due to us under this paragraph 4 by debiting your Settlement Account, and to the extent we are unable to obtain full satisfaction in this manner, you agree to pay the amounts owed to us promptly upon our request.

5. **Limitation on Liability.** We are not liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment, including any damage or injury to persons or property caused by the Equipment. We are not liable for the use or maintenance of the Equipment, its failure to operate, any repairs or service to it, or by any interruption of service or loss of use of the Equipment or resulting loss of business. Our liability arising out of or in any way connected with this Agreement shall not exceed the aggregate lease amount paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Agreement are your sole and exclusive remedies.

6. **Governing Law; Dispute Resolution; Miscellaneous.** This Agreement shall be governed by and will be construed in accordance with the laws of the State of New York (without applying its conflicts of laws principles). We have substantial facilities in the State of New York and many of the services provided under this Agreement are provided from these facilities. The exclusive venue for any actions or claims arising under or related to this Agreement shall be the appropriate state or federal court located in Suffolk County New York. If any part of this Agreement is not enforceable, the remaining provisions will remain valid and enforceable.

7. **Equipment and Software.**

a) We agree to lease to you and you agree to lease from us the equipment identified on the first page of this Agreement or such other comparable equipment we provide you (the "Equipment"), according to the terms and conditions of this Agreement. We are providing the Equipment to you "as is" and make no representations or warranties of any kind as to the suitability of the Equipment for any particular purpose.  
 b) YOU ACKNOWLEDGE THAT THE EQUIPMENT YOU LEASE UNDER THIS LEASE AGREEMENT MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS AND THAT WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH EQUIPMENT COMPATIBLE IN THE EVENT THAT YOU ELECT TO USE ANOTHER SERVICE PROVIDER. UPON TERMINATION OF YOUR MERCHANT PROCESSING AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT LEASED UNDER THIS LEASE AGREEMENT WITH SAID SERVICE PROVIDER.

8. **Warranties**

a) All warranties express or implied, made to you or any other person are hereby disclaimed including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular use, quiet enjoyment, or infringement.  
 b) You warrant that you will only use the Equipment for commercial purposes and will not use the Equipment for any household or personal purposes.  
 c) Leased Equipment is warranted against material defects for the life of the lease. This warranty does not include damage to the Equipment resulting from accident or misuse or any other breach of the Agreement. If the Equipment should become defective within the warranty period, Banc of America Merchant Services, LLC will replace it free of charge (except that appropriate shipping charges may apply).

9. **Lease Guaranty.** No guarantor shall have any right of subrogation to any of our rights in the Equipment or this Lease or against you, and any such right of subrogation is hereby waived and released. All indebtedness that exists now or arises after the execution of this Agreement between you and any guarantor is hereby subordinated to all of your present and future obligations, and those of your guarantor, to us, and no payment shall be made or accepted on such indebtedness due to you from a guarantor until the obligations due to us are paid and satisfied in full.

10. **Payment of Amounts Due, Administrative and Collection Fees.**

| SCHEDULE OF FEES         |        |                     |        |
|--------------------------|--------|---------------------|--------|
| Default Fees             | Amount | Administrative Fees | Amount |
| NSF Fee                  | \$10   | Upgrade Fee         | \$50   |
| Collection Fee           | \$25   | Assumption Fee      | \$150  |
| Late Fee                 | \$10   | Lease Copy Fee      | \$7    |
| Collection Invoicing Fee | \$7    |                     |        |

b) The monthly lease charge is due and payable on the same day of each successive month thereafter of the Lease Term for each piece of lease Equipment. You agree to pay all assessed costs for delivery and installation of Equipment.

c) In addition to the monthly lease charge, you shall pay, or reimburse us for, amounts equal to any taxes or assessments on or arising out of this Agreement or the Equipment, and related supplies or any

services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise tax, exclusive, however, of taxes based on our net income. Reimbursement of property tax calculation is based on an average tax rate.

d) Your lease payments will be due despite dissatisfaction for any reason with the Equipment or related processing services.

e) Whenever any payment is not made by you in full when due, you shall pay us a late fee of \$10.00 for each month during which it remains unpaid but in no event more than the maximum permitted by law. You shall also pay to us a NSF fee of \$10.00 for any debit we attempt to make against your bank account that is for any reason rejected, but in no event more than the maximum amount permitted by law.

f) In the event your account is placed into collections for past due lease amounts, you agree that we can recover a collection expense fee of \$25 for each aggregate payment requiring a collection effort, but in no event more than the maximum amount permitted by law.

11. **Use and Return of Equipment; Insurance.**

a) You shall operate the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall maintain the Equipment in good operating condition and protect it from deterioration, normal wear and tear excepted.

b) You shall not permit any physical alteration or modification of the Equipment, or change the installation site of the Equipment, without our prior written consent.

c) You shall not create, incur, assume or allow any consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment without our prior written consent.

d) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all permits required to operate the Equipment at your facility.

e) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.

f) The Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment evidencing our ownership.

g) You agree that all Equipment returns shall be to TASQ Technology, 1169 Canton Road, Marietta, GA., 30066, be done in a manner that can be tracked, and shall have Lease number referenced on the return packaging. You understand and agree that your failure to return the Equipment in the manner noted above will delay our receipt of the return and possibly result in you being charged the then fair market value of the Equipment, or \$100 should the Equipment be received with excessive wear and tear.

h) You shall keep the Equipment adequately insured against loss by fire, theft, and all other hazards.

i) You shall provide proof of insurance as evidenced by a certificate naming First Data Merchant Services LLC as a loss payee under your insurance policy. The loss, destruction, theft or damage of or to the Equipment shall not relieve you from your obligation to pay the full purchase price or total monthly lease charges hereunder.

12. **Site Preparation.** You will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date.

13. **Title to Equipment.** We at all times retain title to the Equipment unless we agree otherwise in writing. You agree to execute and deliver to us any statement or instrument that we may request to confirm or evidence our ownership of the Equipment, and you irrevocably appoint us as your attorney in fact to execute and file the same in your name and on your behalf. If a court determines that the leasing transaction contemplated by this Agreement does not constitute a financing and is not a lease of the Equipment, then we shall be deemed to have a first lien security interest on the Equipment as of the date of this Agreement, and you will execute such documentation as we may request to evidence such security interest.

14. **Software License.** We retain all ownership and copyright interest in and to all computer software, related documentation, technology, know how and processes embodied in or provided in connection with the Equipment other than those owned or licensed by the manufacturer of the Equipment (collectively "Software"). Any rights to use the Software other than those owned or licensed by the manufacturer of the Equipment are described in this Lease Agreement. You shall have only a nonexclusive license to use the Software owned or licensed by the manufacturer of the Equipment in your operation of the Equipment.

15. **Indemnification.** You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses, (including attorneys' fees) resulting from (a) the operation, use, condition, liens against, or return of the Equipment or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

16. **Assignment.** You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Agreement, any transfer of voting control of you or your parent shall be considered an assignment or transfer hereof. We may assign or transfer this Agreement and our rights and obligations hereunder, in whole or in part, to any third party without the necessity of obtaining your consent.

17. **Notices.** All notices must be in writing, if to you at your address appearing on the cover page of this Agreement and if to us at 4000 Coral Ridge Drive, Coral Springs, Florida, 33065. Attn: Lease Department, and shall be deemed to have been given (i) if sent by mail or courier, upon the earlier of five (5) days after mailing or when actually received or, in the case of courier, when delivered, and (ii) if sent by facsimile machine, when the courier confirmation copy is actually received. Notice given in any other manner shall be effective when actually received, if to you at the address appearing on the cover page of this Agreement or by any electronic means, including but not limited to the email address you have provided on the cover page of the Agreement. Notices sent to the Merchant's last known address, as indicated in our records, shall constitute effective notice to the Merchant under this Agreement. Customer Service toll free number 1 877 257 2094.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings and can be changed only by a written agreement signed by all parties. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

**PERSONAL GUARANTY**

Undersigned unconditionally guarantees performance of this Equipment Lease Agreement by Lessee and payment of all sums due hereunder in the event of default, hereby waiving any modification, amendment or extension and notice thereof, and further agrees to the terms of this Equipment Lease Agreement insofar as they apply to the undersigned as guarantor.

|   |                 |                |       |          |  |  |  |                   |                   |
|---|-----------------|----------------|-------|----------|--|--|--|-------------------|-------------------|
| <b>X</b>  |                 |                |       |          |  |  |  |                   | 6/22/2018         |
| Personal Guarantor's Signature (No Title Allowed) | , an Individual | RICHARD MORGAN |       |          |  |  |  | Home Phone Number | Date              |
|   |                 | NORTHVILLE     | MI    | 48167    |  |  |  | xx/xx/xx          | XXXXX4750         |
| Home Address                                      |                 | City           | State | Zip Code |  |  |  | DOB               | Social Security # |