



Welcome to National Processing Company (“NPC”). Please carefully complete the enclosed Application and read the attached Terms and Conditions and other additional forms, as applicable to you, which together make up the Merchant Processing Agreement. **Keep a Copy of the entire Application and the Terms and Conditions for your records.** Your Application is subject to NPC/Bank’s underwriting review process. NPC/Bank’s acceptance of this Application will be made in a manner authorized in the attached Agreements.

**Office Address:**

Section 1 IMPORTANT DISCLOSURES	
Merchant further acknowledges receipt of NPC Documentation, which includes Merchant Processing Agreement. <b>VERSION GEN.0509</b>	
<p><b>MEMBER BANK:</b>                  First National Bank of Omaha                  One First National Center                  16th and Dodge Street                  Omaha, NE 68197                  ph:402-341-0500</p>	<p><b>IMPORTANT MEMBER BANK RESPONSIBILITIES:</b></p> <ol style="list-style-type: none"> <li>1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant.</li> <li>2. A Visa Member must be a principal (signer) to the Merchant Agreement.</li> <li>3. The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply.</li> <li>4. The Visa Member is responsible for and must provide settlement funds to the Merchant.</li> <li>5. The Visa Member is responsible for all funds held in reserve that are derived from settlement.</li> </ol>
<p><b>IMPORTANT MERCHANT RESPONSIBILITIES:</b></p> <ol style="list-style-type: none"> <li>(1) Ensure compliance with cardholder data security and storage requirements.</li> <li>(2) Maintain fraud and chargeback below thresholds.</li> <li>(3) Review and understand the terms of the Merchant Agreement.</li> <li>(4) Comply with Visa Operating Regulations.</li> </ol>	<p>The responsibilities listed above do not supercede the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.</p>

Section 2 PATRIOT ACT AND BACKGROUND AUTHORIZATION
<p>To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying document. The undersigned entity(ies) and individuals hereby unconditionally authorize NPC and Member Bank or its agents to (i) investigate the information and references contained herein, and to obtain additional information about the Merchant and such individual(s) by pulling credit bureau and criminal background checks on the Merchant and its principals, including obtaining reports from consumer reporting agencies on individuals signing below as an owner or general partner of Merchant, or providing their Social Security Number on the Application (if such individual asks NPC or Member Bank whether or not a consumer report was requested, NPC and/or Member Bank will tell such individual and, if NPC and/or Member Bank received a report, NPC and/or Member Bank will give the individual the name and address of the agency that furnished it) and (ii) update such information periodically throughout the terms of service of the Merchant Agreement. By providing your SSN and signing this Application, you, in your individual capacity, unconditionally authorize NPC and Member Bank to obtain your consumer credit report.</p>

Merchant's Business Name (Legal):

Quote#:

Bank # or Merchant Association #:

Blank box for Merchant's Business Name (Legal)

Sales Representative ID Number (9 digit code) or Sales Code (16 digits)

Section 3 BUSINESS INFORMATION

Form for Section 3: Business Information. Fields include Business Legal Name, Business Name (DBA), Business Location Address, City, State, Zip, Phone #, Fax #, Contact Name, E-mail address, Website, Business Billing Address, and City, State, Zip.

Section 4 OWNERSHIP INFORMATION

Form for Section 4: Ownership Information. Fields include Ownership type (Sole Prop, Corporation, Tax-Exempt Organization, Government, LLC, Partnership), Title, Tax ID#, D & B#, Owner/Officer/Principal Name, DOB, SSN #, Home Address, City, State, Zip, and Phone #.

Section 5 BUSINESS PROFILE AND ASSUMPTIONS

Form for Section 5: Business Profile and Assumptions. Fields include # of Locations, Add'l. Location, 1st Location MID, Ownership or Legal Entity Change, CLOSE NPC EXISTING MID#, Open Date, Date of Current ownership, Annual Volume, Average Ticket, Highest Ticket, Type of Goods/ Service Sold, Never Accepted Cards, Processor Change, REFUND POLICY, Seasonal Sales, and Active Months.

Section 6 COMPLIANCE INFORMATION

Form for Section 6: Compliance Information. Fields include Do you (MERCHANT) have a 3rd party software application/gateway or POS Terminal, Are you compliant with the Payment Card Industry Data Security Standards?, Security Assessor and certificate number, Last Certification Date, and Have you been notified by Visa, MasterCard or Discover that you may have been the victim of a compromise of cardholder data?

All merchants must comply with the Payment Card Industry Data Security Standard ("PCI DSS"). Merchant is required to maintain the security of card data and to comply with the requirements of the PCI DSS. NPC may at any time require that Merchant validate its compliance with the PCI DSS, and if requested, Merchant will provide NPC with evidence that Merchant (a) has successfully completed a Self Assessment Questionnaire and scan(s), if applicable, and (b) is compliant with the PCI DSS.

Section 7 MERCHANT BANK ACCOUNT INFORMATION

Form for Section 7: Merchant Bank Account Information. Fields include Deposit Time Frame, Deposit Type, Routing #1, Account #1, Routing #2, Account #2, and ACH can be performed by the following entities.

Any ACCOUNT NUMBER indicated must be a valid account number for handling ACH deposits and withdrawals. If additional accounts are needed, attach an ACH Amendment.

Section 8 CHECK / ACH SERVICES

If NPC Check Services are selected and by signing Merchant Agreement, Merchant agrees to accept NPC Check Services pursuant to, and to be bound by, the terms and conditions for NPC Check products acceptance as stated in the Merchant Processing Agreement or as provided by NPC Check services provider, GETI, or other service provider.

Table for Section 8: Check / ACH Services. Columns include Check Service, Discount Rate, Transaction Fee, Check Service, Discount Rate, Transaction Fee, and Other Check21 Fees. Rows list various check services like Check Conversion w/Guarantee, Check Conversion w/o Guarantee, Paper Check w/Guarantee, Check21 POS - Guarantee, Check21 POS - Non-Guarantee, Check21 Remote - Guarantee, Check21 Remote - Non-Guarantee, Check21 POS Payroll option, and Check21 POS Payroll option - Non-Guarantee.

Merchant's Business Name (Legal):

Section 9 SCHEDULE OF FEES

Discount:  Daily  Monthly

Card Acceptance Options:  Debit Card Only  Other Cards  All Cards

BUSINESS TYPE  Retail  Restaurant  Mail/Telephone Order  Internet only  Lodging  Fuel  Supermarket  Cash Advance

SUB-BUSINESS TYPE  Retail / Key Entered  MOTO / Card Swipe  ARU / Dial Pay Capture  Health Care

Table with columns: VISA/MASTERCARD Rate Category, Discount Rate, Transaction Fee, Debit PIN-Based, NPC Secure, EBT+, American Express, JCB+, etc.

\*NPC's ability to settle Discover transactions depends on the applications and products you select. If you selected Paymentech as your front-end provider, you must execute an Addendum for your Discover transactions. \*\* American Express may assess a transaction fee of \$0.10 or \$0.15, a statement fee and downgrade surcharges. See Page 4 for additional information regarding American Express. \*\*\*Same as Visa/MC Transaction Fee if blank or \$0.30 if Visa/MC Transaction Fee is blank. 1Mid-Qualified Rate equals Mid-Qualified Exception Fee added to the Processing Fee. All applicable pass through fees will also be assessed. 2Non-Qualified Rate equals Non-Qualified Exception Fee added to the Mid-Qualified Rate. All applicable pass through fees will also be assessed. 4 American Express, JCB, Voyager and Wright Express may assess other rates and fees, These services will be provided to you and funded by independent third party service providers not by NPC or Bank. Neither NPC nor Bank makes any warranty with respect to these services.

Section 10 OCCURRENCE FEES

Table with columns: Fee Name, Frequency, Amount, Description, etc. Includes rows for On File Fee, NPC Service Package, NPC Gold Service Package, Minimum Bill, Return ACH, Retrieval / Chargeback, etc.

If this Agreement is terminated prior to the expiration of the initial term, you will be subject to an Early Termination Fee in accordance with the terms of Section 10.D.iv of the Terms and Conditions. Participation in and compliance with all the requirements of the Merchant Assurance Program may result in a reduction of the Early Termination Fee. If limited by state law, your Early Termination Fee may be modified in accordance with Section 10D.iv of the Terms and Conditions. This fee is the same as the transaction fee for Visa/MC or 30¢ if the Visa/MC transaction fee is left blank. \*Fees are assessed for every occurrence of the event. Please refer to the Merchant Processing Agreement for more information on each charge.

Merchant agrees to and accepts the terms and conditions set forth in this Application and the Terms and Conditions which are incorporated herein by reference as if fully set forth herein (collectively, the "Merchant Agreement") and acknowledges receipt of all parts of the Merchant Agreement. The initial term of the Merchant Agreement is 3 years and automatically renews for additional 2-year periods. Merchant acknowledges that no handwritten changes have been made to the printed text of the Merchant Agreement and that the parties may produce and rely on a copy or electronically stored image of the Merchant Agreement for all legal purposes. Merchant represents, warrants and certifies to NPC and Member Bank that it has reviewed all 4 pages of this Application, that all information provided herein is true, correct and complete and that NPC and Member Bank may rely on the information contained in this Application, without further investigation, for all purposes. See Page 2 for additional fees that may be assessed by NPC or third party providers. Depending on how Merchant does business, additional fees may be assessed. Merchant acknowledges and agrees that NPC and Member Bank are in no way responsible or liable for the actions, inactions, performance or lack of performance of any third party provider or independent sales representative. Merchant represents that it has chosen for itself any services, equipment or third party selected in connection with the Merchant Agreement, and it has not relied on any promises, representations, warranties, or covenants of the Independent Sales Representative, NPC or others. Merchant acknowledges and agrees that the Merchant Agreement shall not be altered by any prior, contemporaneous or subsequent oral representations made by any party.

X By initialing here, I agree that I have read and understand Section 1, Important Disclosures and Section 2, Patriot Act and Background Authorization.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives effective on the date signed by NPC. The Agreement shall be binding upon Merchant upon the earlier of Merchant's execution below or Merchant's first processed electronic transaction.

Signature lines for Merchant, National Processing Company ("NPC"), and Member Bank. Includes fields for Name, Date, and Signature.

PERSONAL GUARANTEE: In consideration of the undertakings of NPC contained in the Merchant Agreement, the undersigned ("Guarantor"), being interested in the business and success of Merchant and to induce NPC to enter into the Merchant Agreement, does hereby absolutely and unconditionally guarantee the performance and payment by Merchant of all Merchant's obligations to NPC, together with all costs, expenses and attorney's fees incurred by NPC in connection with any actions, inactions, or defaults of Merchant. The liability of Guarantor shall not be affected by any settlement, modification, release, waiver, discharge or variation of terms of any obligation of Guarantor, of Merchant, or any other person or by any failure of NPC to exercise or enforce any of its rights against Merchant. Each Guarantor hereby waives every kind of notice to which the Guarantor might be entitled and agrees that the Guarantor's liability shall not be affected by any act or omission of NPC/Member Bank, or indulgence granted by NPC/Member Bank, respecting Merchant; in addition, Guarantor specifically waives notice of acceptance of guarantee, notice of demand, prosecution of collection, all exemption and homestead laws and all setoffs and counterclaims. This guarantee shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Guarantor agrees, in the event of any dispute regarding this guarantee, the courts of the Commonwealth of Kentucky shall have and be vested with personal jurisdiction over Guarantor. Any lawsuit or other action arising directly or indirectly out of this guarantee shall be litigated exclusively in a State or Federal court located in Jefferson County, Kentucky. The Guarantor waives any right to require NPC to proceed against other persons or Merchant or to require Merchant to comply with Merchant Agreement. This is a guarantee of payment and not of collection. This is a continuing guarantee and shall remain in effect until 180 days after receipt by NPC of written notice by Guarantor terminating or modifying the same. The termination of the Merchant Agreement or this guarantee shall not release Guarantor from liability with respect to any obligations incurred prior to the effective date of termination. This guarantee shall not be affected by the dissolution of Merchant, by any change in legal status of Merchant or any change in the relationship between Merchant and Guarantor. This guarantee binds and inures to the benefit of the personal representatives, heirs, administrators, successors and assigns of Guarantor and NPC.

Authorized Signature of Guarantor (Do Not Include Title), Social Security #, Date of Signature, Name of Guarantor (Do Not Include Title), Merchant Legal Name.

Merchant's Business Name (Legal):

Section 11 EQUIPMENT SETUP

FE CODE: VSN = VITAL/TSYS • GPE = GLOBAL EAST • GPC = GLOBAL CENTRAL • PMT = PAYMENTECH • BYP = BUYPASS
You must check below any/all equipment to be shipped by NPC.

Table with columns: TERMINAL, QTY, MEM. SIZE, PRINTER, PIN PAD, OTHER, FE CODE. Includes checkboxes for NEW and EXCHANGE options.

EQUIPMENT SOFTWARE INFORMATION

Table with columns: SOFTWARE NAME, PUBLISHER, VERSION

EQUIPMENT OPTIONS

THE DEFAULT SELECTION WILL BE APPLIED FOR ANY OPTION NOT SELECTED BELOW

Form with multiple sections: RETAIL / MOTO, RESTAURANT, CASH ADVANCE, LODGING, FAST PAY (FPS), and PASSWORD. Includes various checkboxes and input fields.

Custom Header / Footer:

Wireless ID #:

Comments

EQUIPMENT SHIPPING INSTRUCTIONS

Required ONLY if ordered through NPC - Default shipping options (indicated by \* ) will be applied for any option not selected below

Form for shipping instructions including Ship To, Attn, Address, City, State, Zip, and Phone # fields. Includes checkboxes for shipping options and payment methods.

Special Instructions:

NPC TO REPROGRAM/TRAIN MERCHANT? Yes No

NPC TO SHIP WELCOME KIT? Yes No

Section 12

THIRD PARTY VENDOR DATA

This section is for reporting third-party vendors that have access to merchant's data.

Section 13

FULFILLMENT HOUSE DATA

This section is for reporting fulfillment house(s) used by the merchant during the regular course of business.

Form for vendor and fulfillment house data with fields for Software vendor, DBA Name, Address, City, State, Zip, Phone Number, Fax Number, Email address, and Contact Name.

Section 14

SITE INSPECTION INFORMATION

I represent and warrant that the information set forth in the application is true and accurate to the best of my knowledge. In addition, I hereby certify that (check which applies):

Form for site inspection information with checkboxes for physical inspection, NPC approved vendor, and verification of business premises. Includes a Business / Inventory / Shipments section.

Location Type: Retail Store Front, Office Building, Industrial Building, Residence, Trade Show

Sales Organization, Sales Rep Signature, Application Date

APPLICABLE ONLY IF MERCHANT ACCEPTS AMERICAN EXPRESS: By signing this Application, I represent that I have read and am authorized to sign and submit this application on behalf of the entity above and all information I have provided herein is true, complete and accurate.