



MERCHANT APPLICATION

VISA DISCLOSURE

| MEMBER BANK (ACQUIRER) INFORMATION | MERCHANT INFORMATION |
|---|--|
| ACQUIRER NAME: <u>First National Bank of Omaha</u> | MERCHANT NAME: _____ |
| ACQUIRER ADDRESS: <u>1620 Dodge Street, Omaha, NE 68197</u> | MERCHANT ADDRESS: _____ |
| ACQUIRER PHONE: <u>(800) 853-9586</u> | MERCHANT PHONE: _____ |
| IMPORTANT MEMBER BANK (ACQUIRER) RESPONSIBILITIES 1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant. 2. A Visa Member must be a principal (signer) to the Merchant Agreement. 3. The Visa Member is responsible for educating Merchants or pertinent Visa Operating Regulations with which Merchants must comply. 4. The Visa Member is responsible for and must provide settlement funds to the Merchant. 5. The Visa Member is responsible for all funds held in reserve that are derived from settlement. | IMPORTANT MERCHANT RESPONSIBILITIES 1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain fraud and chargebacks below thresholds. 3. Review and understand the terms of the Merchant Agreement. 4. Comply with Visa Operating Regulations. |

The responsibilities listed above do not supercede 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.



MERCHANT'S SIGNATURE

DATE

MERCHANT'S NAME AND TITLE

UNITED BANK CARD, INC.
 Post Office Box 4006
 Clinton, NJ 08809

Tel: 800-201-0461
 Fax: 908-730-7437
www.unitedbankcard.com



NEW LOCATION OWNERSHIP CHANGE ADDITIONAL LOCATION

CHANNEL: ISO SOURCE: NA GROUP: UBC PARTNER: NA PROMO CODE:

AGENT NAME REP CODE OFFICE PHONE OFFICE CODE ASSOC

MERCHANT # 20 SIC CODE FAIR ISAAC SCORE ANALYST

SECTION A - PLEASE COMPLETE MERCHANT'S BUSINESS INFORMATION

A1 MERCHANT INFORMATION

NAME OF ACCOUNT (DOING BUSINESS AS) EXACT LEGAL NAME DBA ADDRESS (IF DIFFERENT FROM LEGAL) LEGAL ADDRESS CITY COUNTY STATE ZIP CONTACT TELEPHONE # FAX # FEDERAL TAX I.D. NUMBER MERCHANT E-MAIL ADDRESS (AGENT E-MAIL ADDRESS CANNOT BE ACCEPTED) WEBSITE ADDRESS

A2 MERCHANT PROFILE

MERCHANDISE/SERVICE SOLD YEARS IN BUSINESS PERCENT OF BUSINESS LENGTH OF CURRENT OWNERSHIP # OF LOCATIONS MONTHLY VOLUME AVERAGE TICKET AMOUNT HIGHEST TICKET AMOUNT CARD SWIPED MANUAL KEY WITH IMPRINT MAIL ORDER/TELEPHONE ORDER TOTAL 100%

E-COMMERCE MERCHANTS ONLY SERVICE PROVIDER: DOES YOUR SITE HAVE A SECURE CERTIFICATE? LIST ALL APPLICABLE URL'S FOR YOUR WEBSITE: IF E-COMMERCE, DO YOU USE A FULFILLMENT CENTER?

A3 OWNERS OR OFFICERS

PRINCIPAL #1 % OF EQUITY OWNERSHIP PRINCIPAL #2 % OF EQUITY OWNERSHIP SOCIAL SECURITY NUMBER DATE OF BIRTH TELEPHONE # RESIDENCE ADDRESS CITY STATE ZIP

A4 REFERENCES

TRADE REFERENCE CONTACT ACCOUNT # TELEPHONE #

A5 BANKING INFORMATION PLEASE INCLUDE A VOIDED CHECK OR BANK LETTER

NAME OF MERCHANT'S BANK CONTACT BANK LOCAL TELEPHONE # ROUTING/ABA # DBA/CHECKING ACCOUNT

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

SECTION B – PLEASE SELECT CARD TYPES AND INPUT THE ACCOUNT RATES AND CHARGES

B1 REQUESTED CARD TYPES

All card types will be applied for unless otherwise instructed.

- VISA CREDIT MASTERCARD CREDIT DISCOVER® NETWORK CREDIT AMERICAN EXPRESS WRIGHT EXPRESS EBT
 VISA DEBIT MASTERCARD DEBIT DISCOVER® NETWORK DEBIT VOYAGER DEBIT

B2 MERCHANT ACCOUNT RATES*

MERCHANT TYPE: RETAIL RESTAURANT FUEL LODGING MOTO E-COMMERCE SUPERMARKET OTHER

SELECT ONE: 2 - TIER (MOTO/E-COMMERCE ONLY) RATE 1: _____ RATE 2: RATE 1 + 1.79 + 10¢
 3 - TIER RATE 1: _____ RATE 2: RATE 1 + 1.39 + 10¢ RATE 3: RATE 1 + 1.79 + 10¢
 4 - TIER RATE 1: _____ RATE 2: _____ RATE 3: RATE 2 + 1.39 + 10¢ RATE 4: RATE 2 + 1.79 + 10¢
 IC PLUS NET GROSS INTERCHANGE, DUES & ASSESSMENTS + _____ + _____ ¢

Please review the Rate Descriptions in your Terms and Conditions for additional information on which interchange programs qualify as Visa Rewards, Visa Signature and MasterCard World, MasterCard Enhanced and Discover® Network premium cards.

B3 TRANSACTION CHARGES

- VISA/MASTERCARD/DISCOVER® NETWORK SECTION B2 % + 25 ¢ TRANSACTION FEE BATCH \$ \$0.35 EACH
 PIN DEBIT (INCLUDES NETWORK PASS-THROUGH) N/A % + 35 ¢ TRANSACTION FEE VOICE AUTHORIZATION FEE \$ \$1.75 EACH
 EBT N/A % + _____ ¢ TRANSACTION FEE CHARGEBACK FEE \$ \$30.00 EACH
 AMERICAN EXPRESS SET BY AMEX % + 25 ¢ TRANSACTION FEE RETRIEVAL REQUEST \$ \$25.00 EACH
 CHECK ONE FOR AMERICAN EXPRESS:
 RETAIL \$0.10 TRANS FEE + 0.30% CNP DOWNGRADE NSF FEE \$ \$25.00 EACH
 SERVICES, WHOLESALE + ALL OTHER \$0.15 Trans Fee DDA CHANGE FEE \$ \$25.00 EACH

SPECIAL PETROLEUM CARD TYPES (WRIGHT EXPRESS SETUP REQUIRES ADDITIONAL PAPERWORK. A \$25.00 SETUP FEE PER LOCATION, PER SPECIAL CARD TYPE WILL BE ASSESSED)

- WRIGHT EXPRESS (WEX) SET BY WEX % + 20 ¢ EACH VOYAGER 3.5 % + 20 ¢ EACH

B4 SERVICE CHARGES

- SERVICE FEES**
 MONTHLY SERVICE FEE \$ _____
 MONTHLY MINIMUM \$ 25.00
 DEBIT ACCESS FEE \$ _____
- ONLINE ACCOUNT REPORTING - IMS**
 Online reporting through the Interactive Merchant System (IMS) is provided free of charge with your merchant account. The IMS provides online access to daily transaction history, settlements, deposits, fees, charge-backs, and end of month statements. FREE
- PAPER & SUPPLIES PROGRAM**
 UBC's paper and supplies program allows you to obtain a reasonable amount of processing supplies including printer paper and ribbons. This program is free for a 60 day trial period - thereafter at \$12.95 per month. For Harbortouch merchants, it is \$12.95 per month per system. 60 Day Trial

SECTION C – PLEASE SELECT OPTIONAL SERVICES

C1 FT PROGRAM

Please refer to the complete Terms & Conditions provided by your sales representative.

- VERIFONE Vx510 TERMINAL HYPERCOM T4210/T4220 TERMINAL
 NURIT 8320 TERMINAL NURIT 8020 WIRELESS TERMINAL
 HYPERCOM T7PLUS TERMINAL NURIT 8500X TERMINAL
 NURIT 2085 TERMINAL RDM CHECK IMAGER

C2 ECR PROGRAM (Do not fill out if selling/leasing ECR, complete account setup form only)

Merchants participating in the ECR Program will receive one (1) ECR with integrated processing. For the first ECR, merchant is required to have UBC's standard annual fee of \$79.00. After the first ECR, merchant will be required to have an annual fee of \$79.00 for each additional ECR plus a Rental Fee for each additional ECR. The annual fee covers replacement of defective cash registers. Shipping charges are applicable for every shipment of an ECR (initial or replacement). Some merchants may be accepted into the ECR Program with a Security Fee to cover amounts owed at the termination of the Agreement. Please see terms & conditions for details.

- CASIO TK 1550 CASIO TE 1500
 MONTHLY RENTAL FEE (PER ADD'L REGISTER): \$ _____ NUMBER OF REGISTERS: _____
 E-MAIL ADDRESS: _____
 SHIPPING (PER REGISTER): GROUND \$25.00 2ND DAY AIR \$51.50 NEXT DAY AIR \$76.95

C3 ONLINE GATEWAY & VIRTUAL TERMINAL SERVICE

- AUTHORIZE.NET SETUP FEE (COLLECTED BY SALES AGENT) \$ _____
 OTHER: _____ GATEWAY ACCESS FEE \$ _____
 E-MAIL ADDRESS: _____ PER TRANSACTION FEE \$ _____

C4 WIRELESS TERMINALS (PER TERMINAL) WHEN APPLICABLE

SETUP FEE: \$35.00 EACH MONTHLY FEE: \$19.95 EACH TRANSACTION FEE: \$0.05 EACH

C5 CHARGE ANYWHERE MOBILE SOLUTIONS

MONTHLY FEE: \$5.00 TRANSACTION FEE: 0.04

C6 MANUAL IMPRINTER

- YES If yes, the cost is \$35.00. Visa/MC/Discover® Network regulations require an imprint for non-swipe transactions.
 NO, DO NOT WANT ONE By checking this box and initialing below, the merchant acknowledges that an imprint is required for non-swiped transactions.

C7 MEMBERSHIP PROGRAM

- MEMBERSHIP ENROLLMENT A membership fee of \$79.00 per merchant number is billed within 30 to 60 days after this application has been approved and is debited directly from merchant's designated account. The membership covers notification and postage expenses plus account maintenance. Merchants participating in the FT Program (C1) are required to have a membership fee.

C8 CHECK SERVICES

CURRENT SERVICE PROVIDER _____ CURRENT RATE _____ CURRENT MONTHLY CHECK SALES \$ _____ TOTAL MONTHLY CHECK LOSSES \$ _____

PLEASE SELECT CHECK CONVERSION PLUS OR STANDARD CHECK SERVICE (SEE TERMS AND CONDITIONS FOR DETAILS)

- CHECK CONVERSION PLUS (MAXIMUM APPROVAL LIMIT OF \$1,000.00)
 SELECT ENHANCEMENT PACKAGE:
 ENHANCEMENT PACKAGE #1 (INCLUDES BUSINESS CHECKS) \$5.00/MONTH
 ENHANCEMENT PACKAGE #2 (INCLUDES STOP PAYMENT CHECKS) \$10.00/MONTH
 DISCOUNT RATE _____
 CHECK IMAGER YES NO
- STANDARD CHECK SERVICE (MAXIMUM APPROVAL LIMIT OF \$1,000.00)
 SELECT PREMIUM:
 MULTIPLE CHECK PREMIUM \$0.02/TRANSACTION
 STOP PAYMENT PREMIUM \$0.02/TRANSACTION
 ENHANCEMENT PACKAGE (INCLUDES ALL PREMIUMS) \$5.00/MONTH
 DISCOUNT RATE _____

STANDARD FEES: TRANSACTION FEE: \$0.25/TRANSACTION, SUBSCRIPTION FEE: \$10.00/MONTH, MONTHLY MINIMUM FEE: \$30.00/MONTH, RETURNED ITEM FEE: \$3.00/ITEM, CHARGEBACK FEE: \$25.00/ITEM, CANCELLATION FEE: \$199.00

BY INITIALING HERE, I AGREE TO THE ABOVE: _____

MERCHANT'S INITIALS: _____

SECTION C (CONTINUED) — PLEASE SELECT OPTIONAL SERVICES

C9 [X] FREE GIFT CARD ENROLLMENT



By choosing this option, I understand that I will be enrolled in a 60 day trial gift card program and will receive 50 free customized gift cards, 50 gift card sleeves with envelopes, a window decal, an acrylic display stand with insert and two register decals. Merchant will receive an email with a link to customize and order their 50 free cards using the UBC online wizard.

[X] YES! PLEASE ENROLL ME IN UNITED BANK CARD'S GIFT CARD PROGRAM AND SEND ME 50 FREE CUSTOM GIFT CARDS

[] GIFT CARDS WILL APPLY TO MULTIPLE LOCATIONS ADDRESS OF MAIN LOCATION:

During the 60 Day Trial, merchant will pay no monthly fees or cost for the 50 Free Gift Card Package or the service. After the 60 day trial, merchant will be assessed a monthly gift card service fee of \$9.95. A per-item fee of \$0.15 will apply for each gift card transaction, inquiry attempt, activation or decline. For multiple locations, the main location will be billed the monthly and transaction fees for all linked accounts.

C10 [] HARBORTOUCH POS SYSTEMS

LOWER 48 STATES: SHIPPING (PER BASE PACKAGE): [] GROUND - \$25.00 [] 2ND DAY AIR - \$51.50 [] NEXT DAY AIR - \$76.95
SHIPPING (PER ADDITIONAL ACCESSORY): [] GROUND - \$11.00 [] 2ND DAY AIR - \$26.00 [] NEXT DAY AIR - \$39.00
ALASKA & HAWAII: SHIPPING (PER BASE PACKAGE): [] GROUND - \$115.00 [] 2ND DAY AIR - \$139.00
SHIPPING (PER ADDITIONAL ACCESSORY): [] GROUND - \$57.00 [] 2ND DAY AIR - \$75.00

Harbortouch Account Setup Form and signed Service Agreement are required to establish a Harbortouch POS account. Service Agreement lists monthly equipment service fees. A \$59.00 quarterly software support fee also applies per POS system. Shipping charges will be assessed on the first monthly statement after account approval. Additional equipment may incur additional shipping charges.

SECTION D — PLEASE REVIEW AND COMPLETE WITH SIGNATURES

D1 AMERICAN EXPRESS

By signing below, 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. I authorize American Express Travel Related Services Company, Inc. ("American Express") to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies. I authorize and direct American Express to inform me directly, or through the entity above, of reports about me that American Express has requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I understand that upon American Express' approval of the entity indicated above to accept the American Express Card, the terms and conditions for American Express® Card Acceptance ("Terms and Conditions") will be sent to such entity along with a Welcome Letter. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Terms and Conditions.

D2 DISCLAIMER

MERCHANT has indicated above which additional optional services it is requesting. MERCHANT agrees that FNBO is not a party to any agreement for the optional services and any such agreement is strictly between MERCHANT and the company providing the service. MERCHANT must be approved by each company and each company may send its terms and conditions to the address of MERCHANT indicated herein upon such approval. MERCHANT agrees to be bound by such company's terms and conditions. Depending upon MERCHANT'S authorization and settlement composition, MERCHANT may not have a direct agreement with Discover Network and instead will receive Discover Network services through this agreement with FNBO. If that is the circumstance, the portion of this disclosure pertaining to Discover Network does not apply.

D3 FUNDS TRANSFER AUTHORIZATION

FNBO is authorized to perform such functions under the Terms and Conditions, for the purposes set forth in the Terms and Conditions.

D4 SITE SURVEY REPORT (TO BE COMPLETED BY SALES REPRESENTATIVE)

MERCHANT LOCATION: [] RETAIL LOCATION WITH STOREFRONT [] OFFICE BUILDING [] RESIDENCE [] OTHER:

WHOM DOES THE MERCHANT LEASE FROM? (NAME & TELEPHONE #)

SQUARE FOOTAGE: [] 0-250 [] 251-500 [] 501-2000 [] 2000+ THE MERCHANT: [] OWNS [] LEASES THE BUSINESS PREMISES PHOTOS ATTACHED? [] YES [] NO

DOES THE AMOUNT OF INVENTORY AND MERCHANDISE ON SHELVES APPEAR TO BE CONSISTENT WITH THE TYPE OF BUSINESS? [] YES [] NO

FURTHER COMMENTS BY INSPECTOR (MUST BE COMPLETED):

I hereby verify that this application has been fully completed by merchant and that I physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief. Any misrepresentation may result in losses and/or liabilities.

[X] AGENT SIGNATURE AGENT NAME (PLEASE PRINT) SALES REP ID DATE

D5 PERSONAL GUARANTY (NO TITLES)

This general, absolute, and unconditional continuing Guaranty ("GUARANTY") by the undersigned (collectively "GUARANTOR" or "my" or "I" or "me"), is for the benefit of First National Bank of Omaha and SPC Inc. (collectively referred to as "FNBO"). For value received, and in consideration of the mutual undertakings contained in the Merchant Transaction Processing Agreement and allied agreements ("AGREEMENT") between FNBO and ("MERCHANT") as set forth below, I absolutely and unconditionally guarantee the full performance of all MERCHANT'S obligations to FNBO, together with all costs, expenses, and attorneys' fees incurred by FNBO in connection with any actions, inactions, or defaults of MERCHANT with respect to this AGREEMENT or any other AGREEMENT currently in effect or in the future entered into between MERCHANT or its principals and any of the PARTIES. I waive any right to require FNBO to proceed against other entities or MERCHANT. There are no conditions attached to the enforcement of this GUARANTY. I authorize FNBO, its agents or assigns to make from time to time any personal credit or other inquiries and agree to provide, at FNBO'S request, financial statements and/or tax returns. I agree that this GUARANTY shall be governed and construed in accordance with the laws of the state of Nebraska, and that the courts of the state of Nebraska shall have and be vested with personal jurisdiction over me. This is a continuing GUARANTY and shall remain in effect until one hundred eighty (180) days after receipt by FNBO of written notice by me terminating or modifying the same. The termination of the AGREEMENT or GUARANTY shall not release me from liability with respect to any obligations incurred before the effective date of termination. No termination of this GUARANTY shall be effected by any change in my legal status or any change in the relationship between MERCHANT and me. This GUARANTY shall bind and inure to the benefit of the personal representatives, heirs, administrators, successors and assigns of GUARANTOR and FNBO.

AGREED AND ACCEPTED MERCHANT LEGAL NAME: _____

[X] PRINCIPAL#1 FROM APPLICATION — SIGNATURE DATE [X] PRINCIPAL#2 FROM APPLICATION — SIGNATURE DATE
PRINT NAME PRINT NAME

D6 SIGNATURES

BY THEIR EXECUTION BELOW, THE UNDERSIGNED PARTIES AGREE TO ABIDE BY THE MERCHANT TRANSACTION PROCESSING AGREEMENT (THE "AGREEMENT"). THE AGREEMENT CONSISTS OF THE MERCHANT APPLICATION AND THE TERMS AND CONDITIONS (A SEPARATE ATTACHMENT HERETO), AND MERCHANT ACKNOWLEDGES RECEIPT OF THE TERMS AND CONDITIONS AT THE TIME OF SIGNING. MERCHANT WARRANTS THAT THE INFORMATION PROVIDED ON THE APPLICATION IS COMPLETE AND ACCURATE. MERCHANT AUTHORIZES FNBO TO PROVIDE A COPY OF THEIR APPLICATION TO ANY THIRD PARTY FOR THE SERVICES REQUESTED. MERCHANT, AND ITS SIGNING OFFICER/OWNER/PARTNER, AUTHORIZE FNBO, OR ITS AGENTS OR ASSIGNS TO MAKE, FROM TIME TO TIME ANY BUSINESS AND PERSONAL CREDIT AND OTHER INQUIRIES. DEPENDING UPON MERCHANT'S AUTHORIZATION AND SETTLEMENT COMPOSITION, THE REFERENCES TO DISCOVER NETWORK IN THIS AGREEMENT MAY NOT APPLY, AND MERCHANT MAY CONTRACT DIRECTLY WITH DISCOVER NETWORK FOR THESE SERVICES."

If the AGREEMENT is terminated early during the INITIAL TERM or any RENEWAL TERM for any reason other than set out in paragraph 5.1, 5.2.A or 5.2.B, MERCHANT agrees to pay United Bank Card an early termination fee ("EARLY TERMINATION FEE") of two hundred fifty dollars (\$250) or thirty five dollars (\$35) multiplied by the number of months remaining in the merchant agreement (whichever is greater) per Merchant Identification Number ("MID"). MERCHANT agrees that this fee is not a penalty, but rather a reasonable estimation of the actual damages United Bank Card would suffer if United Bank Card were to fail to receive the processing business for the then current term. MERCHANT agrees that the EARLY TERMINATION FEE shall also be due to United Bank Card if MERCHANT discontinues submitting SALES for processing during the INITIAL TERM or any RENEWAL TERM of the AGREEMENT. Paragraph references and capitalized terms not defined in this paragraph are defined in the Terms and Conditions. Designated Cancellation Forms must be faxed to United Bank Card.

In witness whereof the parties hereto have caused this agreement to be executed by their duly authorized representatives effective on the date signed or approved by FNBO.

PRINT LEGAL NAME OF MERCHANT BUSINESS _____

[X] PRINCIPAL#1 FROM APPLICATION — SIGNATURE DATE [X] PRINCIPAL#2 FROM APPLICATION — SIGNATURE DATE
PRINT NAME TITLE PRINT NAME TITLE
[X] ACCEPTED BY UNITED BANK CARD [X] ACCEPTED BY FIRST NATIONAL BANK OF OMAHA

SPECIAL INSTRUCTIONS: