



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>(402) 633-2900</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

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 DEBIT VISA CREDIT AMERICAN EXPRESS JCB VOYAGER EBT
 MASTERCARD DEBIT MASTERCARD CREDIT DISCOVER DEBIT WRIGHT EXPRESS

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 INTERCHANGE, DUES & ASSESSMENTS + _____ + _____ ¢

*PLEASE REFER TO THE TERMS AND CONDITIONS FOR THE RATE DESCRIPTIONS.

B3 TRANSACTION CHARGES

<input type="checkbox"/> VISA/MASTERCARD	SECTION B2 % + _____ ¢	<input checked="" type="checkbox"/> BATCH	\$ 0.35
<input type="checkbox"/> DISCOVER	SET BY DISCOVER % + 25 ¢	<input checked="" type="checkbox"/> VOICE AUTHORIZATION FEE	\$ 1.75
<input type="checkbox"/> JCB	N/A % + 25 ¢	<input checked="" type="checkbox"/> CHARGEBACK FEE	\$ 30.00
<input type="checkbox"/> PIN DEBIT <input type="checkbox"/> INCLUDE NETWORK PASS-THROUGH	N/A % + _____ ¢	<input checked="" type="checkbox"/> RETRIEVAL REQUEST	\$ 25.00
<input type="checkbox"/> EBT	N/A % + _____ ¢	<input checked="" type="checkbox"/> NSF FEE	\$ 25.00
<input type="checkbox"/> AMERICAN EXPRESS	SET BY AMEX % + 25 ¢	<input checked="" type="checkbox"/> DDA CHANGE FEE	\$ 25.00
CHECK ONE FOR AMERICAN EXPRESS:			
<input type="checkbox"/> RETAIL		<input type="checkbox"/> \$0.10 TRANS FEE + 0.30% CNP DOWNGRADE	
<input type="checkbox"/> SERVICES, WHOLESALE + ALL OTHER		<input type="checkbox"/> \$0.15 Trans Fee	

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 ¢ VOYAGER 3.5 % + 20 ¢

Please refer to the terms and conditions for standard fees and the early termination fee. Early termination of this agreement may result in a minimum penalty of \$250.00.

B4 SERVICE CHARGES

SERVICE FEES

MONTHLY SERVICE FEE \$ _____
 MONTHLY MINIMUM \$ 20.00
 DEBIT ACCESS FEE \$ _____
 HARBORTOUCH QUARTERLY SERVICE FEE (PER TERMINAL) \$ _____

ONLINE ACCOUNT REPORTING - IMS

Online reporting includes daily transaction history, settlements, deposits, fees, chargebacks and end of month statements. **60 DAY FREE TRIAL**
 Included in the IMS service is a reasonable amount of processing supplies including printer paper and ribbons.
 The 60 day free trial is valued at more than \$26.00.

SECTION C – PLEASE SELECT OPTIONAL SERVICES

C1 FE PROGRAM

For complete terms and conditions, please see the attached agreement or ask your sales representative for more information.

- NURIT 8500x TERMINAL HYPERCOM T4100 TERMINAL NURIT 8000 WIRELESS TERMINAL WAY SYSTEMS MTT EN CHECK 2500 CHECK READER

C2 ONLINE GATEWAY & VIRTUAL TERMINAL SERVICE

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

C3 SIGNATURE CAPTURE SERVICES

MONTHLY FEE \$ _____
 PER IMAGE BATCH UPLOAD \$ _____


C4 WIRELESS TERMINALS (PER TERMINAL) WHEN APPLICABLE

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

C5 MANUAL IMPRINTER

YES If yes, the cost is \$35.00. Visa/MC 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.
 Merchant Initials: _____

C6 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 25 free gift cards (customized with the business name, address and telephone number), 25 gift card sleeves with envelopes, 2 window decals and an acrylic stand with insert and gift card pocket.
 YES! PLEASE ENROLL ME IN UNITED BANK CARD'S GIFT CARD PROGRAM AND SEND ME 25 FREE GIFT CARDS
 YES! PLEASE CONTACT ME ABOUT UNITED BANK CARD'S PREMIUM CUSTOM GIFT CARDS

During the 60 Day Trial, merchant will pay no monthly fees or cost for the 25 Free Gift Card Package or the service. After the 60 day trial, merchant will be assessed a monthly gift card service fee of \$19.95. After the trial has expired, Merchant is entitled to receive additional trial gift cards while participating in the program. A per-item fee of \$0.20 will apply for each gift card transaction, inquiry attempt, activation or decline.

SECTION C (CONTINUED) — PLEASE SELECT OPTIONAL SERVICES

C7 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: _____

C8 SUPPLY/MEMBERSHIP PROGRAMS

TERMINAL SUPPLY PROGRAM (INCLUDED WITH IMS IN SECTION B4)

For \$6.50/month per terminal, merchant elects to participate in a terminal supply program. Included in this program will be a reasonable amount of paper, ribbon and supplies. The fee will automatically be debited and included on a monthly statement.

ANNUAL MEMBERSHIP ENROLLMENT

An annual 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 annual membership covers notification and postage expenses plus account maintenance. Merchants participating in the FE Program (C1) are required to have an Annual Membership Fee.

C9 CHARITABLE DONATIONS — "PENNIES FOR HUMANITY" A UBC PHILANTHROPIC PROGRAM

Donate a tax deductible portion from every transaction to one of the following charitable organizations.

Please check all that apply. A sticker and marketing collateral signifying the charity(s) of your choice and participation in this program will be sent to Merchant. Proceeds raised by Merchant under this program will be recapped on a monthly and annual statement. Please see the Terms & Conditions for complete details.



AMERICAN CANCER SOCIETY



Make-A-Wish Foundation®



NATIONAL FEDERATION OF THE BLIND



NATIONAL CANCER COALITION

DONATION AMOUNT PER TRANSACTION:

- 1 CENT
- 2 CENTS
- 5 CENTS
- OTHER: _____

C10 AMERICAN EXPRESS BUSINESS CARD APPLICATION

By selecting a box and signing below, merchant understands that they are applying for an American Express Small Business Card. (Applicants who sign below but do not check a box or check both boxes will be deemed to be applying for a SimplyCashSM Business Card.



PLEASE ALSO CONSIDER ME FOR A Business Gold RewardsTM Card

*First year fee-free - then a \$125.00 annual fee (see Appendix A in Terms and Conditions booklet for details).



PLEASE ALSO CONSIDER ME FOR A SimplyCashSM Business Card

*Low introductory APR on purchases, then the standard APR on purchases will apply (see Appendix A in Terms and Conditions booklet for details).

PLEASE SHOW US HOW YOU WOULD LIKE YOUR NAME AND COMPANY NAME TO APPEAR ON THE CARD:

NAME ON CARD (PLEASE DO NOT EXCEED 20 SPACES)

COMPANY NAME ON CARD (PLEASE DO NOT EXCEED 20 SPACES)

IT'S EASY TO ADD CARDMEMBERS. ADDITIONAL CARDS FOR EMPLOYEES:

1. NAME OF ADDITIONAL CARDMEMBER

2. NAME OF ADDITIONAL CARDMEMBER

1. SOCIAL SECURITY NUMBER

2. SOCIAL SECURITY NUMBER

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.

SIGNATURE on behalf of you and the company* _____ DATE _____

*By signing the above I certify that I am a partner, proprietor, or other officer of the firm who is authorized to open the account on behalf of the company. Enter your name to certify the application on behalf of the company.

SECTION D – PLEASE REVIEW AND COMPLETE WITH SIGNATURES

D1 AMERICAN EXPRESS

By signing below, I represent that the information I have provided on the Application is complete and accurate and I authorize American Express Travel Related Services Company, Inc ("American Express") to verify the information on this Application and to receive and exchange information about me, including, requesting reports from consumer reporting agencies. If I ask American Express whether or not a consumer report was requested, American Express will tell me, and if American Express received a report, American Express will give me the name and address of the agency that furnished it. I understand that upon American Express' approval of the business 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 business entity along with a Welcome Letter. By accepting the American Express card for the purchase of goods and/or services, you agree 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.

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)

GUARANTY: 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. 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 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 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 representative, 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 hereof, the undersigned parties hereby agree to the terms and conditions of the documents, agreements and rules which are included herein. The "agreement" consists of the merchant application, terms and conditions, and the rate descriptions and the merchant acknowledges receipt of same. Merchant warrants that the information provided on the application is complete and accurate. Merchant authorizes FNBO to provide a copy of this 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.

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

[Empty box for Merchant Business Name]

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: