

Merchant's Business Name (Legal):

Section 1 IMPORTANT DISCLOSURES

MEMBER DISCLOSURE: IMPORTANT MEMBER BANK 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 on 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 chargeback below thresholds. (3) Review and understand the terms of the Merchant Agreement. (4) Comply with Visa Operating Regulations. The responsibilities listed above do not supersede 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. Merchant further acknowledges receipt of NPC documentation, which includes [Merchant Processing Agreement](#) Version GEN.0509.

MEMBER BANK:
First National Bank of Omaha
One First National Center
16th and Dodge Street
Omaha, NE 68197
ph:402-341-0500

Section 2 AMERICAN EXPRESS® CARD ACCEPTANCE

American Express® Card Acceptance <input type="checkbox"/> New <input type="checkbox"/> Existing	American Express Discount Rate*	Processor Transaction Fee**	<input type="checkbox"/> Flat Rate
	%	\$	ARC #:
	Existing Acct #:	Franchise CAP #:	IATA #:

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. 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 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 also authorize American Express to use the reports from consumer reporting agencies for marketing and administrative purposes. 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 & 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. A \$5.95 monthly flat fee is mandatory for MOTO/Internet/Home based businesses. American Express services will be provided to Merchant and funded by independent third party service providers not by NPC or Member Bank. Neither NPC nor Member Bank makes any warranty with respect to these services. The Processor Transaction Fee above is in addition to any fees assessed by American Express. *American Express may assess a transaction fee of \$.10 or \$.15, a statement fee and downgrade surcharges. **Same as Visa/MC Transaction Fee if blank or \$0.30 if Visa/MC Transaction Fee is blank.

Section 3 ACCEPTPAY™ SERVICES

AcceptPay™ Setup Fee: / one-time	Subscription Fee: / month	ACH Transaction Fee: / item	Non-Sufficient Funds Fee: / item
ACH Chargeback Fee: / item	ACH Returned Item Fee: / item	ACH Discount Rate: %	Surcharge on ACH Transactions > \$5,000: %

By signing this Merchant Application, Merchant agrees to accept PaySimple's AcceptPay™ Services pursuant to, and to be bound by the PaySimple or other service provider's agreements, which are attached hereto. Prior to activation, Merchant must be approved by PaySimple and the other service provider. These services will be provided to you and funded by PaySimple or the other service provider, not by NPC or Member Bank. NPC and Member Bank (i) do not make any warranty with respect to these services, (ii) will not be liable for any action or inaction in connection with such services and/or (iii) are not parties to such agreements. By providing such services, PaySimple and other service provider agree to the terms of such agreements.

Section 4 BUSINESS INFORMATION

Business Legal Name:	Contact Name:
Business Name (DBA):	E-mail address: Website:
Business Location Address:	Business Billing Address: (If different from location address.)
City, State, Zip:	City, State, Zip:
Phone #: Fax #:	Phone #: Fax #:

Section 5 OWNERSHIP INFORMATION

Ownership: <input type="checkbox"/> Sole Prop. <input type="checkbox"/> Corporation <input type="checkbox"/> Tax-Exempt Organization (501C) <input type="checkbox"/> Government (Federal / State / Local) <input type="checkbox"/> LLC <input type="checkbox"/> Partnership	Title:	Tax ID#:	D & B#:
Owner/Officer/Principal Name:	DOB:	SSN #:	
Home Address :	City, State, Zip:	Phone #:	

Merchant's Business Name (Legal):

Sales Representative ID Number:

Association #:

Section 6
VISA, MASTERCARD & DISCOVER SCHEDULE OF FEES

Table with 6 columns: VISA/MASTERCARD Rate Category, Discount Rate, Transaction Fee, Discover and Special Card Type Category, Qualified Discount Rate, Transaction Fee. Rows include Qualified MOTO / Key Entered / Internet and Non-Qualified Exception Fee.

You will be assessed an additional 0.40% fee on all Visa and an additional 0.30% fee on all MasterCard non-U.S. issued card transactions. *NPC's ability to settle Discover transactions depends on the provider. Non-Qualified Rate equals Non-Qualified Exception Fee added to the Qualified MOTO/Key Entered/Internet rate.

Section 7
OCCURRENCE FEES

Table with 6 columns: Fee Name, Frequency, Description, Unit, Reference, Fee Amount. Rows include On File Fee, Minimum Bill, ACH/DBA Change Fee, Paper Statement, and Early Termination Fee.

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. If limited by state law, your Early Termination Fee may be modified in accordance with Section 10D.iv of the Terms and Conditions.

Section 8
BUSINESS PROFILE AND ASSUMPTIONS

Form with multiple sections: # Locations, Type of Goods/ Service Sold, Open Date, Annual Volume, Average Ticket, Highest Ticket, Seasonal Sales, Active Months, BUSINESS TYPE, SUB-BUSINESS TYPE, SOFTWARE NAME, PUBLISHER, VERSION, FE CODE.

Section 9
THIRD PARTY VENDOR DATA

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

Section 10
COMPLIANCE INFORMATION

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.

Form with 2 columns: Vendor Information (Software vendor, DBA Name, Address, City, State, Zip, Phone Number, Email address) and Compliance Questions (Do you (MERCHANT) have a 3rd party software application/gateway or POS Terminal, Are you compliant with the Payment Card Industry Data Security Standards?, etc.)

Merchant's Business Name (Legal):

Section 11 MERCHANT BANK ACCOUNT INFORMATION		Please supply voided check or preprinted bank letter
Deposit Time Frame & Type: <input checked="" type="checkbox"/> Standard ACH <input checked="" type="checkbox"/> By Terminal (TSYS)	In accordance with the terms set out in the Merchant Processing Agreement, funds will be transferred to/from the account as delineated.	
Routing:	ACH can be performed by the following entities: Member Bank, NPC or any authorized agent of NPC or any Third Party Service Provider with whom you have contracted.	
Account:	Discount: <input type="checkbox"/> Daily <input type="checkbox"/> Monthly	
Any ACCOUNT NUMBER indicated must be a valid account number for handling ACH deposits and withdrawals.		

**Section 12
PATRIOT ACT AND BACKGROUND AUTHORIZATION**

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.

**Section 13
BUSINESS AND OWNER VALIDATION**

<input type="checkbox"/> I have <u>not</u> physically inspected the business premises of the Merchant; but have verified the validity of the business using outside sources and confirmed the identity of the person listed under the Owner/Officer Information Section.	Location Type: <input type="checkbox"/> Retail Store Front <input type="checkbox"/> Office Building <input type="checkbox"/> Industrial Building <input type="checkbox"/> Residence <input type="checkbox"/> Trade Show
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Sales Representative ID:	Sales Rep Signature:	Application Date:
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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, which can be viewed in its entirety by [clicking here](#). 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 3 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 Pages 1 and 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.

I have read and agree to the terms of the Merchant Processing Agreement, which can be viewed by [clicking here](#).
 I have read and agree to the [AcceptPay™ Terms and Conditions](#). I understand this is a separate agreement and neither Member Bank nor NPC are parties to such agreement.
 I have read and agree to the [ACH Terms and Conditions](#). I understand this is a separate agreement and neither Member Bank nor NPC are parties to such agreement.
 I have read and agree to the terms of Section 1 Important Disclosures as well as Section 12 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.

MERCHANT		National Processing Company ("NPC")		MEMBER BANK	
Signature (Signature may be evidenced by eSignature) (e.g., John Smith)		Signature (Signature may be evidenced by facsimile)		Signature (Signature may be evidenced by facsimile)	
x E-Signed:					
Name (please print)	Date	Name (please print)	Date	Name (please print)	Date

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) (Signature may be evidenced by eSignature) (e.g., John Smith)	Social Security #:	Name of Guarantor: (Do Not Include Title)	Date of Signature:	Merchant Name (Legal Name):
x E-Signed:				