



# MERCHANT TRANSACTION PROCESSING AGREEMENT - MERCHANT APPLICATION

<input type="checkbox"/> NEW LOCATION	<input type="checkbox"/> OWNERSHIP CHANGE	<input type="checkbox"/> ADDITIONAL LOCATION	PROMO CODE:
AGENT NAME		REP CODE	OFFICE USE ONLY
OFFICE PHONE		ASSOC	
		MERCHANT #	
OFFICE CODE		SIC CODE	FAIR ISAAC SCORE
		ANALYST	

## VISA DISCLOSURE

<b>MEMBER BANK (ACQUIRER) INFORMATION</b> First National Bank of Omaha 1620 Dodge Street Omaha, NE 68197 800-853-9586	<b>IMPORTANT MEMBER BANK (ACQUIRER) RESPONSIBILITIES</b> 1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant. 2. A Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply. 3. The Visa Member is responsible for and must provide settlement funds to the Merchant. 4. The Visa Member is responsible for all funds held in reserve that are derived from settlement.	<b>IMPORTANT MERCHANT RESPONSIBILITIES</b> 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.
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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 NAME:	<b>AUTHORIZED SIGNATURE:</b> X
ADDRESS:	PRINT NAME:

## SECTION A — PLEASE COMPLETE MERCHANT'S BUSINESS INFORMATION

<b>A1 MERCHANT INFORMATION</b>							
NAME OF ACCOUNT (DOING BUSINESS AS)				EXACT LEGAL NAME			
DBA ADDRESS (IF DIFFERENT FROM LEGAL)				LEGAL ADDRESS			
CITY	COUNTY	STATE	ZIP	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		
<input type="checkbox"/> GO GREEN - OPT IN FOR PAPERLESS STATEMENTS (MUST PROVIDE E-MAIL ADDRESS)							
TYPE OF OWNERSHIP: <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> OTHER: _____							

<b>A2 MERCHANT PROFILE</b>							
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	_____ %	
HAS MERCHANT OR ANY PRINCIPAL BEEN TERMINATED AS A VISA/MASTERCARD MERCHANT (TMF)? <input type="checkbox"/> YES <input type="checkbox"/> NO REASON:					CARD NOT PRESENT	_____ %	
HAS MERCHANT OR ANY PRINCIPAL DISCLOSED BELOW FILED BANKRUPTCY OR BEEN SUBJECT TO ANY INVOLUNTARY BANKRUPTCY? <input type="checkbox"/> YES <input type="checkbox"/> NO REASON:					<b>TOTAL</b>	<b>100%</b>	
HAS MERCHANT PREVIOUSLY ACCEPTED CREDIT CARDS? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE PROVIDE COPIES OF MOST RECENT STATEMENT				DOES MERCHANT USE A FULFILLMENT HOUSE? <input type="checkbox"/> YES <input type="checkbox"/> NO			
PROCESSOR:							
DOES MERCHANT CONDUCT BUSINESS SEASONALLY? <input type="checkbox"/> YES <input type="checkbox"/> NO PLEASE CONTACT CUSTOMER SERVICE TO DEACTIVATE ACCOUNT DURING SEASONAL MONTHS				WHEN IS THE CARDHOLDER BILLED FOR PRODUCTS/SERVICES? <input type="checkbox"/> ON ORDER <input type="checkbox"/> SHIPMENT			
DOES THE BUSINESS USE ANY THIRD PARTIES IN THE PAYMENT PROCESS? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE LIST:				DELIVERY OF PRODUCTS: <input type="checkbox"/> TIME OF SALE <input type="checkbox"/> 1-3 DAYS <input type="checkbox"/> 3-5 DAYS <input type="checkbox"/> 5-15 DAYS <input type="checkbox"/> 15 DAYS+			
REFUND POLICY:				DETAILED BUSINESS DESCRIPTION:			

Each merchant certifies that the average ticket size, highest ticket and sales volume indicated is accurate and acknowledges any variance to this information could result in delayed and/or withheld settlement of funds and/or termination of merchant.

<b>E-COMMERCE MERCHANTS ONLY</b>	
SERVICE PROVIDER:	DOES YOUR SITE HAVE A SECURE CERTIFICATE? <input type="checkbox"/> YES <input type="checkbox"/> NO
LIST ALL APPLICABLE URLS FOR YOUR WEBSITE:	IF E-COMMERCE, DO YOU USE A FULFILLMENT CENTER? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE LIST CONTACT INFORMATION:

**SECTION A — PLEASE COMPLETE MERCHANT'S BUSINESS INFORMATION (continued)**

**A3 OWNERS OR OFFICERS**

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

**A4 REFERENCES**

TRADE REFERENCE	CONTACT	ACCOUNT #	TELEPHONE #
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       EBT  
 VISA DEBIT       MASTERCARD DEBIT       DISCOVER® NETWORK DEBIT       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      CREDIT: INTERCHANGE, DUES & ASSESSMENTS + \_\_\_\_\_ % + \_\_\_\_\_ ¢

DEBIT: INTERCHANGE, DUES & ASSESSMENTS + \_\_\_\_\_ % + \_\_\_\_\_ ¢

Please review Terms and Conditions at [www.harbortouch.com/terms](http://www.harbortouch.com/terms) for additional information on which interchange programs apply. For more information on interchange rates visit [www.visa.com](http://www.visa.com) or [www.mastercard.com](http://www.mastercard.com). Fees may be added or changed by amendment to the Terms and Conditions with 30 days notice.

**B3 TRANSACTION CHARGES**

VISA/MASTERCARD/DISCOVER® NETWORK:      SECTION B2 % + 25 ¢ TRANSACTION FEE       BATCH:      \$ 0.35 EACH  
 PIN DEBIT (INCLUDES NETWORK PASS-THROUGH):      \_\_\_\_\_ % + 35 ¢ TRANSACTION FEE       VOICE AUTHORIZATION FEE:      \$ 1.75 EACH  
 EBT:      N/A % + \_\_\_\_\_ ¢ TRANSACTION FEE       CHARGEBACK FEE:      \$ 30.00 EACH  
 AMERICAN EXPRESS:      \_\_\_\_\_ % + \_\_\_\_\_ ¢ TRANS FEE\* + \_\_\_\_\_ ¢ HT TRANSACTION FEE       RETRIEVAL REQUEST:      \$ 25.00 EACH  
     DISCOUNT\*: \_\_\_\_\_ % + \_\_\_\_\_ ¢ TRANS FEE\* + \_\_\_\_\_ ¢ HT TRANSACTION FEE       NSF FEE:      \$ 25.00 EACH  
 PREPAID DISCOUNT\*: \_\_\_\_\_ % + \_\_\_\_\_ ¢ TRANS FEE\* + \_\_\_\_\_ ¢ HT TRANSACTION FEE       DDA CHANGE FEE:      \$ 25.00 EACH

Charges may be added or changed by amendment to the Terms and Conditions with 30 days notice.

**B4 SERVICE CHARGES**

**SERVICE FEES**

ANNUAL FEE      \$ \_\_\_\_\_       MONTHLY SERVICE FEE      \$ \_\_\_\_\_  
 MONTHLY MINIMUM      \$ 25.00       DEBIT ACCESS FEE      \$ \_\_\_\_\_

Charges may be added or changed by amendment to the Terms and Conditions with 30 days notice.

**ONLINE ACCOUNT REPORTING – HARBORTOUCH ONLINE**

Online reporting through Harbortouch Online is provided free of charge with your merchant account. Harbortouch Online provides online access to daily transaction history, settlements, deposits, fees, charge-backs, and end of month statements. FREE

**PAPER & SUPPLIES PROGRAM**

Harbortouch's paper and supplies program allows you to obtain a reasonable amount of processing supplies including printer paper and ribbons. Merchant is only responsible for shipping and handling charges. FREE

**SECTION C — PLEASE SELECT OPTIONAL HARBORTOUCH SERVICES**

**C1 FT PROGRAM**

If equipment breaks due to normal wear and tear, Merchant is eligible to receive a priority replacement of a comparable terminal (at Harbortouch's sole discretion). To qualify, Merchant must have processed an electronic transaction through Harbortouch within fifteen (15) days of when the terminal breaks. Merchant is responsible for shipping costs of the terminal (initial or replacement). Additional Terms and Conditions apply. If any equipment is not returned upon replacement or upon termination of this Merchant Transaction Processing Agreement, MERCHANT will owe Harbortouch the following fees: \$450 for any standard terminals, \$850 for wireless terminals, \$150 for check imagers, and \$100 for signature pads. In the event the Equipment or any additional Equipment is returned more than thirty (30) days from the date of termination an additional \$75 restocking fee will apply per set of Equipment.

PERKWAVE EMV/NFC SOLUTION       RDM CHECK IMAGER  
 S90 WIRELESS TERMINAL       REPROGRAM OF EXISTING EQUIPMENT      EXISTING TERMINAL TYPE: \_\_\_\_\_      EXISTING MID: \_\_\_\_\_

SHIPPING (PER TERMINAL):

FREE GROUND SHIPPING       2ND DAY AIR \$18.00       NEXT DAY AIR \$27.00

**MERCHANT'S INITIALS (REQUIRED):** \_\_\_\_\_

**SECTION C — PLEASE SELECT OPTIONAL HARBORTOUCH SERVICES (continued)**

**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 an annual fee of \$79. After the first ECR, merchant will be required to have an annual fee of \$79 for each additional ECR. Shipping charges are applicable for every shipment of an ECR (initial or replacement). Some merchants may be accepted into the ECR Program with a \$99 Security Fee to cover amounts owed at the termination of the Agreement. Please see terms & conditions for details. If MERCHANT does not return the Credit Card Processing Device within thirty days of receipt of replacement or termination of this Merchant Transaction Processing Agreement, MERCHANT shall be charged \$195. If MERCHANT does not return the ECR within thirty days of replacement or termination of this Merchant Transaction Processing Agreement, it shall be charged \$649. In the event the Equipment or any additional Equipment is returned more than thirty (30) days from the date of termination an additional \$75 restocking fee will apply per set of Equipment.

MONTHLY RENTAL FEE (PER ADDITIONAL REGISTER): \$ \_\_\_\_\_

NUMBER OF REGISTERS: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SHIPPING (PER REGISTER):

GROUND \$25.00  2ND DAY AIR \$51.50  NEXT DAY AIR \$76.95

**C3 ■ 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 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 online wizard.

**YES! PLEASE ENROLL ME IN HARBORTOUCH'S GIFT CARD PROGRAM AND SEND ME 50 FREE CUSTOM GIFT CARDS**

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.

**C4 ■ 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

A Fifty Nine (\$59.00) Dollar Quarterly Software Support Fee also applies per system. See Merchant Transaction Processing Agreement Terms and Conditions for complete details. Harbortouch Account Setup Form and Signed Service Agreement are required to establish an account. Shipping charges will be assessed on the first monthly statement after account approval.

**TABBEDOUT MOBILE SOLUTION (HOSPITALITY POS MERCHANTS ONLY):**

**YES, PLEASE ENROLL ME IN THE INTEGRATED TABBEDOUT MOBILE MARKETING SOLUTION PROGRAM**

By choosing this option MERCHANT will be enrolled in the sixty (60) day Harbortouch-Tabbedout Trial Program ("Trial Program"). Merchant will have free access to the Tabbedout software on its Harbortouch POS System during this period. Normal processing fees apply. Merchant will be entitled to two (2) complimentary Tabbedout Periscope Campaigns during Trial Program (\$9.99 for each additional Periscope Campaign) but Conversion Fees of 25% of the discount a Patron redeems during the Campaign will apply. **Unless MERCHANT opts out prior to the expiration of the Trial Program, the program will automatically convert to the paid Tabbedout Enrollment Program and MERCHANT will be charged \$12.50/month for the use of the software. See Tabbedout Program License Agreement in the Addendum to the Terms and Conditions for complete details.**

**C5 ■ 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.

**C6 ■ WIRELESS TERMINALS**

(PER TERMINAL) WHEN APPLICABLE

SETUP FEE: \$35.00 EACH

MONTHLY FEE: \$19.95 EACH

TRANSACTION FEE: \$0.05 EACH

**MERCHANT'S INITIALS (REQUIRED):** \_\_\_\_\_

**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 for the above entity, which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete and accurate. I authorize Harbortouch and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agents, subcontractors, Affiliates, and other parties for any purpose permitted by law. I authorize and direct Harbortouch and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have 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 on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

**D2 DISCLAIMER**

MERCHANT has indicated which additional optional services it is requesting. Merchant agrees that Harbortouch and BANK are not parties to any optional services listed in Section E and have no liability related to this section. MERCHANT agrees that Harbortouch is not a party to any optional services listed in Section E and has no liability related to that section. MERCHANT agrees that BANK is not a party to the American Express Card Acceptance Agreement and has no liability related to any American Express services. 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 Harbortouch. If that is the circumstance, the portion of this disclosure pertaining to Discover Network does not apply. Merchant agrees that BANK is not the provider of Discover Network services and shall have no liability or responsibility for Discover Network services.

**D3 MERCHANT COMPLIANCE**

Merchant represents and warrants that as of the date of signing this Agreement and throughout any term of this Agreement that it is Payment Card Industry ("PCI") Data Security Standard ("DSS") compliant, and that any hardware or software that Merchant uses during the term of this Agreement to process electronic transactions is Payment Application ("PA") DSS compliant. Merchant further represents and warrants that it is compliant with the requirements of Internal Revenue Code Section 6050W and any other applicable federal or state law as it relates to the reporting and processing of electronic transactions. Harbortouch reserves the right to impose future fees or withhold payments to Merchant as set forth in the Terms and Conditions and as required by law. Such Fees will be disclosed to MERCHANT 30 days prior to such charge in accordance with the Terms and Conditions.

**D4 FUNDS TRANSFER AUTHORIZATION**

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

**D5 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

**D6 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/or United Bank Card Inc. DBA Harbortouch ("Collectively Harbortouch"). For value received, and in consideration of the mutual undertakings contained in the Merchant Transaction Processing Agreement and allied agreements ("AGREEMENT") between Harbortouch and MERCHANT as set forth below, I absolutely and unconditionally guarantee the full performance of all MERCHANT's obligations to Harbortouch, together with all costs, expenses, and attorneys' fees incurred by Harbortouch in connection with any actions, inactions, or defaults of MERCHANT. I waive any right to require Harbortouch to proceed against other entities or MERCHANT. There are no conditions attached to the enforcement of this GUARANTY. I authorize Harbortouch, its agents or assigns to make from time to time any personal credit or other inquiries and agree to provide, at Harbortouch'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 Harbortouch 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 Harbortouch.

AGREED AND ACCEPTED MERCHANT LEGAL NAME: \_\_\_\_\_

X \_\_\_\_\_ DATE X \_\_\_\_\_ DATE  
PRINCIPAL #1 FROM APPLICATION — SIGNATURE PRINCIPAL #2 FROM APPLICATION — SIGNATURE  
PRINT NAME PRINT NAME

**D7 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 it has received and read the Terms and Conditions at the time of signing.

MERCHANT warrants that the information provided on the Merchant Application is complete and accurate. MERCHANT authorizes Harbortouch, and/or BANK to provide a copy of this Merchant Application to any third party for the services requested. MERCHANT, and its signing officer/owner/ partner, authorize Harbortouch, and/or BANK, or its agents or assigns, to make from time to time, any business and personal credit and other inquiries. Depending on 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.

THIS AGREEMENT (INCLUDING ADDITIONAL FEES) MAY BE AMENDED WITH THIRTY (30) DAYS NOTICE TO MERCHANT.

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 Harbortouch 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 Harbortouch would suffer if Harbortouch 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 Harbortouch if MERCHANT discontinues submitting SALES for processing during the INITIAL TERM or any RENEWAL TERM of the AGREEMENT. Notwithstanding the foregoing, the early termination fee will not exceed the maximum amount set forth by applicable law. Paragraph references and capitalized terms not defined in this paragraph are defined in the Terms and Conditions at <http://www.harbortouch.com/terms/>. Designated Cancellation Forms must be faxed to Harbortouch.

ALL PARTIES AGREE TO WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION. SEE SECTION 13.3 OF THE TERMS AND CONDITIONS FOR COMPLETE DETAILS.

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 BANK.

PRINT LEGAL NAME OF MERCHANT BUSINESS \_\_\_\_\_

X \_\_\_\_\_ DATE X \_\_\_\_\_ DATE  
PRINCIPAL #1 FROM APPLICATION — SIGNATURE PRINCIPAL #2 FROM APPLICATION — SIGNATURE  
PRINT NAME TITLE PRINT NAME TITLE  
X \_\_\_\_\_ DATE X \_\_\_\_\_ DATE  
ACCEPTED BY HARBORTOUCH ACCEPTED BY FIRST NATIONAL BANK OF OMAHA ("BANK")

SPECIAL INSTRUCTIONS (MAY REQUIRE APPROVAL): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION E — PLEASE SELECT OPTIONAL THIRD PARTY SERVICES**

**E1 ■ ONLINE GATEWAY & VIRTUAL TERMINAL SERVICE**

AUTHORIZE.NET SETUP FEE (COLLECTED BY SALES AGENT) \$ \_\_\_\_\_ PER TRANSACTION FEE \$ \_\_\_\_\_

OTHER: \_\_\_\_\_ GATEWAY ACCESS FEE \$ \_\_\_\_\_ BATCH FEE \$ \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**E2 ■ CHARGE ANYWHERE MOBILE SOLUTIONS**

MONTHLY FEE (PER DEVICE): \$5.00  
 TRANSACTION FEE: \$0.04

**E3 ■ CHARGE ANYWHERE® PLUG-IN** Designed for use with QuickBooks®

MONTHLY FEE: \$5.00  
 TRANSACTION FEE: \$0.03

BILL PRESENTMENT (MONTHLY): \$ \_\_\_\_\_

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**E4 ■ CHARGE ANYWHERE FOR WINDOWS**

MONTHLY FEE: \$5.00  
 TRANSACTION FEE: \$0.03

BILL PRESENTMENT (MONTHLY): \$ \_\_\_\_\_

**E5 ■ 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 IMAGER REQUIRED.)**

<p><input type="checkbox"/> <b>CHECK CONVERSION PLUS</b> (MAXIMUM APPROVAL LIMIT OF \$1,000.00)</p> <p><b>SELECT ENHANCEMENT PACKAGE:</b></p> <p><input type="checkbox"/> ENHANCEMENT PACKAGE #1 (INCLUDES BUSINESS CHECKS) \$5.00/MONTH</p> <p><input type="checkbox"/> ENHANCEMENT PACKAGE #2 (INCLUDES STOP PAYMENT CHECKS) \$10.00/MONTH</p> <p>DISCOUNT RATE: _____</p>	<p><input type="checkbox"/> <b>STANDARD CHECK SERVICE</b> (MAXIMUM APPROVAL LIMIT OF \$1,000.00)</p> <p><b>SELECT PREMIUM:</b></p> <p><input type="checkbox"/> MULTIPLE CHECK PREMIUM \$0.02/TRANSACTION</p> <p><input type="checkbox"/> STOP PAYMENT PREMIUM \$0.02/TRANSACTION</p> <p><input type="checkbox"/> ENHANCEMENT PACKAGE (INCLUDES ALL PREMIUMS) \$5.00/MONTH</p> <p>DISCOUNT RATE: _____</p>
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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: \$249.00

**E6 ■ ACKNOWLEDGEMENT**

MERCHANT has indicated above which additional optional services it is requesting. MERCHANT agrees that BANK and Harbortouch is not party to any agreement for optional services and such agreement is strictly between MERCHANT and the company providing the service and BANK and Harbortouch have no liability related to the optional services. MERCHANT must be approved by each company and each company may send its terms and conditions to the address of the MERCHANT incited heron upon such approval. MERCHANT agrees to be bound by such company's terms and conditions.

In witness whereof the Merchant has caused this Section E to be duly executed by its duly authorized representative effective on the date signed and approved by the optional service company.

\_\_\_\_\_ DATE       \_\_\_\_\_ DATE

PRINCIPAL #1 FROM APPLICATION — SIGNATURE      PRINCIPAL #2 FROM APPLICATION — SIGNATURE

\_\_\_\_\_  
PRINT NAME      \_\_\_\_\_  
PRINT NAME