



MERCHANT APPLICATION

VISA DISCLOSURE

MEMBER BANK (ACQUIRER) INFORMATION

ACQUIRER NAME: First National Bank of Omaha

ACQUIRER ADDRESS: 1620 Dodge Street, Omaha, NE 68197

ACQUIRER PHONE: (402) 633-2900

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.

MERCHANT INFORMATION

MERCHANT NAME: _____

MERCHANT ADDRESS: _____

MERCHANT PHONE: _____

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

ISO AGENT NAME		REP CODE		OFFICE USE ONLY	MERCHANT #		2 0				
ISO OFFICE PHONE		ISO OFFICE CODE			ASSOC		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		STATE	ZIP	CITY		STATE	ZIP
CONTACT				TELEPHONE #		FAX #	
E-MAIL ADDRESS			WEBSITE ADDRESS			FEDERAL TAX I.D. NUMBER	
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: _____							

A2 MERCHANT PROFILE

MERCANDISE/SERVICE SOLD				YEARS IN BUSINESS		PERCENT OF BUSINESS	
LENGTH OF CURRENT OWNERSHIP	# OF LOCATIONS	MONTHLY VOLUME	AVERAGE TICKET AMOUNT	HIGHEST TICKET AMOUNT	CARD SWIPE	_____ %	
		\$	\$	\$	MANUAL KEY WITH IMPRINT	_____ %	
HAS MERCHANT OR ANY PRINCIPAL BEEN TERMINATED AS A VISA/MASTERCARD MERCHANT (TMF)?					MAIL ORDER/TELEPHONE ORDER _____ %		
<input type="checkbox"/> YES <input type="checkbox"/> NO REASON:					TOTAL 100%		
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:							
HAS MERCHANT PREVIOUSLY ACCEPTED CREDIT CARDS? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE PROVIDE COPIES OF MOST RECENT STATEMENT							
PROCESSOR:							
DOES MERCHANT CONDUCT BUSINESS SEASONALLY? <input type="checkbox"/> YES <input type="checkbox"/> NO <small>PLEASE CONTACT CUSTOMER SERVICE TO DEACTIVATE ACCOUNT DURING SEASONAL MONTHS</small>				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:			
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.							

E-COMMERCE MERCHANTS ONLY

SERVICE PROVIDER:		DOES YOUR SITE HAVE A SECURE CERTIFICATE? <input type="checkbox"/> YES <input type="checkbox"/> NO	
LIST ALL APPLICABLE URL'S 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:	

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			

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"/> AMERICAN EXPRESS | SET BY AMEX % + 25 ¢ | <input checked="" type="checkbox"/> VOICE AUTHORIZATION FEE | \$ 1.75 |
| <input type="checkbox"/> DISCOVER | SET BY DISCOVER % + 25 ¢ | <input checked="" type="checkbox"/> CHARGEBACK FEE | \$ 30.00 |
| <input type="checkbox"/> JCB | N/A % + 25 ¢ | <input checked="" type="checkbox"/> RETRIEVAL REQUEST | \$ 25.00 |
| <input type="checkbox"/> PIN DEBIT <input type="checkbox"/> INCLUDE NETWORK PASS-THROUGH | N/A % + _____ ¢ | <input checked="" type="checkbox"/> NSF FEE | \$ 25.00 |
| <input type="checkbox"/> EBT | N/A % + _____ ¢ | <input checked="" type="checkbox"/> DDA CHANGE FEE | \$ 25.00 |

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 \$ _____

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 8320 TERMINAL HYPERCOM T4100 TERMINAL EN CHECK 2500 CHECK READER WAY SYSTEMS MTT

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 \$19.50. After the trial has expired, Merchant is entitled to receive additional trial gift cards while participating in the program. A per-item fee of \$0.25 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

DONATION AMOUNT PER TRANSACTION:

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



NATIONAL FEDERATION OF THE BLIND



NATIONAL CANCER COALITION

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 I certify that I have read, met and agreed to all of the terms, conditions, and disclosures for this application (see Appendix A in Terms and Conditions booklet for rates, fees, and other important information).
- I authorize and consent to United Bank Card sharing with American Express information relating to me in connection with processing this application and if my application is approved, on an ongoing basis. I authorize American Express and/or its affiliates to share with United Bank Card the information I provide on this application. I also authorize American Express and/or its affiliates to share with United Bank Card the information regarding my card account in order to deliver products and services to me related to my card and in order to deliver other offers that may be of value to me on an ongoing basis.

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: [Empty lines for special instructions]