CREDIT CARD PROCESSING QUESTIONS

DATE (mm/dd/yy)_____

CORPORATE NAME (INC/CORP/LLC) _____

DBA NAME (SAME AS ON CC RECEIPT) _____

BUSINESS ADDRESS _____

CITY _____ **STATE** _____ **ZIP**_____

TEL _____ **FAX** _____ **EMAIL** _____

WEBSITE _____ **TYPE OF OWNERSHIP** _____

TAX ID _____ **DATE BUSINESS STARTED (mm/yy)** _____ **STATE** _____

OWNER NAME _____ **SS#** _____

HOME ADDRESS _____ **TEL** _____

CITY _____ **STATE** _____ **ZIP**_____

DATE OF BIRTH (mm/dd/yy)_____ **DRIVER LIC#** _____ **STATE** _____

BANK NAME _____ **ACCOUNT (DDA) #** _____

ROUTING (ABA) # _____ **CONTACT** _____

ACCEPT AMEX YES?   **NO?**   **NEW AMEX# YES?**   **EXISTING?**

EXISTING AMEX # _____ **DEBIT (PINPAD) YES?**   **EBT (FSN) #** _____

                                                                    (AMEX)   _____

GROSS YEARLY SALE (CASH/CREDIT/DEBIT) _____ **YEARLY TOTAL**   **(MC/VISA)** _____

                                                                    (DISCOVER) _____

AVERAGE PURCHASE TICKET _____ **HIGHEST PURCHASE TICKET** _____

PRODUCTS OR SERVICES SOLD _____ **TELEPHONE ORDER %**_____

TERMINAL: IF AUTO CLOSE – TIME _____ **AM   PM**   **MCC/SIC CODE** _____

Merchant Industry®

36-36 33rd St., Ste 306
Long Island City, NY 11106
Phone: (866) 811-1005
Fax: (800) 597-7176

Business Information

Client's Business Name *(DBA)*:			Client's Corporate/Legal Name:			
Business Address: *(No P.O. Box)*			Legal Address:			
City:	State:	Zip:	City:		State:	Zip:
Location Phone #: ( )	Location Fax #: ( )		Business Website Address:		Business E-mail Address:	

Send Merchant Statement & Chargeback's to: ☐ Business Location ☐ Corp/Legal Location Send Retrievals to: ☐ Business Location ☐ Corp/Legal Location ☐ Fax

Type of Ownership: ☐ Sole Proprietor ☐ Partnership ☐ Non For Profit ☐ Corporation ☐ Limited Liability Company   State: _____

Business Type: ☐ Retail ☐ Hotel/Motel ☐ Moto/ ecommerce ☐ Petroleum ☐ Moto & Retail ☐ Restaurant ☐ Supermarket ☐ Other: _____

Federal Tax ID #	Detailed Explanation of Type of Merchandise, Products, or Services Sold	Number of Locations
SIC/MCC:		

Important Disclosure

MEMBER BANK (ACQUIRER) INFORMATION

First National Bank of Omaha
One First National Center
1620 Dodge Street
Omaha, NE, 68197
800-853-9586

IMPORTANT MERCHANT RESPONSIBILITIES

1. A Visa Member is the only entity approved to extend an acceptance of Visa products directly to Merchant.
2. A Visa Member 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 MEMBER RESPONSIBILITIES

1. Ensure Compliance with cardholder Data security and storage requirements.
2. Maintain fraud and chargeback's 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 be the Merchant have any problems.

MERCHANT NAME	***** AUTHORIZED SIGNATURE**
ADDRESS	PRINT NAME

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 Merchant Solutions, LLC and/or First National Bank of Omaha and ISO ("Collectively FNMS"). For value received, and in consideration of the mutual undertakings contained in the Merchant Transaction Processing Agreement and allied agreement "AGREEMENT") between FNMS and ("MERCHANT") as set forth below, I absolutely and Unconditionally guarantee the full performanc of all MERCHANT's obligations to FNMS, together with all costs, expenses, and attorneys' fees incurred by FNMS in connection with any actions, inaction's, or defaults of MERCHANT. I waive any right to require FNMS to proceed against other entities or MERCHANT, There are no conditions attached to the enforcement of this GUARANTY. I authorize FNMS, its agents or assign to make from time to time any personal credit or other inquiries and agree to provide, at FNMS'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 FNMS of written notice by me terminating or modifying the same. The termination of the AGREEMET or GUARANTY shall not 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 FNMS. For greater certainty, ISO may also pursue MERCHANT directly, in addition to GUARANTOR, for any liability, loss or damage incurred by ISO on account of either or any of their affiliates hereunder other otherwise.

*** GUARANTOR_____
Personal Guarantor #1 (SIGNATURE – NO TITLES)

_____
Merchant (BUSINESS LEGAL NAME)

_____
Date Signed & Accepted

_____
Print Name (NO TITLES)

*** GUARANTOR_____
Personal Guarantor # 2 (SIGNATURE – NO TITLES)

_____
Merchant (BUSINESS LEGAL NAME)

_____
Date Signed & Accepted

_____
Print Name (NO TITLES)

MI V.1003.DEC 10   **Merchant Industry LLC. Is a registered ISO/MSP of First National Bank of Omaha, 1620 Dodge St., Omaha, NE 68102**

Company History

Date Business Started:	Prior Bankruptcies? ☐ No ☐ Yes Date _____	Dun & Bradstreet # (If Available):

Trade Reference #1 / Vendor Name:	Trade Reference #2 / Vendor Name:
Address:	Address:

City:	State:	Zip:	City:	State:	Zip:

Contact Name:	Contact Name:
Contact Phone: ( )	Vendor Acct. #.	Contact Phone: ( )	Vendor Acct. #.

Owners/Partners/Officers

OWNER/PARTNER/OFFICER 1		OWNER/PARTNER/OFFICER 2	
Name: (First, MI, Last)	% Ownership	Name: (First, MI, Last)	% Ownership
Title:		Title:	
Home Address: *(No P.O. Box)*		Home Address: *(No P.O. Box)*	

City:	State:	Zip:	City:	State:	Zip:

Telephone #: ( )	Social Security #:	Telephone #: ( )	Social Security #:
D.O.B.:	DL #:	State:	D.O.B.:	DL #:	State:

Settlement /Equipment/Third Party Info

Deposit Bank:	Bank Contact:
Transit/ABA #:	Deposit Account #:
ACH Detail Flag: ☐ Individual (Detail) ☐ Combine (Summary)	Account Type: ☐ Checking ☐ Savings
Network (Front End): ☐ Paymentech ☐ Tsys ☐ Global ☐ FNA ☐ ADS ☐ BuyPass	Value Added Services: ☐ Check Services ☐ Wireless Service ☐ ACH Service ☐ Other: _____

Manual Imprinter

All merchants must have a manual imprinter. If the merchant does not have one the Merchant understands that one will be shipped at the merchant's expense of $25.00 plus applicable tax.

Merchant Initials Here: _____

Internet Gateway _____ **Wireless Network** _____

PC/Internet Software _____ **Quantity** _____ ☐ New ☐ Rent ☐ Existing ☐ Buy

Terminal Type _____ **Quantity** _____ ☐ New ☐ Rent ☐ Existing ☐ Buy

Pin Pad _____ **Quantity** _____ ☐ New ☐ Rent ☐ Existing ☐ Buy

Do you use any third party to store, process or transmit cardholder data?
☐ **Yes** ☐ **No** If yes please give name/address: _____

Auto Close: ☐ YES ☐ NO Time _____ **AM** **PM**

Transaction Info

				WHERE IS THE SALE TRANSACTED? (Must=100%)
Average YEARLY MC/Visa/Discover Volume	$_____	Avg. MC/Visa/Discover Network Ticket *(Estimate if Never Processed in Past)*	$_____	
Average YEARLY American Express Vol.	$_____	Avg. American Express Ticket *(Estimate if Never Processed in Past)*	$_____	Store Front/Swiped _____ %
Do you operate a Seasonal Merchant? ☐ No ☐ Yes		Highest Ticket Amount	$_____	Internet _____ %

High Volume Months Open : ☐ Jan ☐ Feb ☐ Mar ☐ Apr ☐ May ☐ June ☐ July ☐ Aug ☐ Sept ☐ Oct ☐ Nov ☐ Dec

Mail Order _____ %

Special Instructions / Equipment Requests / Store Policy / Trailer:

Telephone Order _____ %

TOTAL _____ %

Service Fee Schedule

MC/Visa/Discover Auth:	Amex Authorization	Voice Authorization	Voice AVS Fee	Excessive Electronic Auth	ARU Fee
$_____ (Per Item)	$_____ (Per Item)	$_____ (Per Item)	$_____ (Per Item)	$_____ (Per Item)	$_____ (Per Item)

Existing Amex #: ☐ New Amex ESA		EBT Food Stamps #: _____ $_____ (Per Item) *EBT Addendum Required	Annual Fee $_____	NSF Fee: **$25.00**

Minimum Monthly Fee:	Monthly Statement Fee	Batch/Capture Fee:	Chargeback Fee	Retrieval Fee (12B Letter)	Other :
$_____	$_____	$_____ (Per Item)	$_____ (Per Item)	$_____ (Per Item)	$_____

Set Up Fee	Debit Access Fee	Wireless Fee	Virtual Terminal	Wireless / Gateway	Other :
$_____/One-Time	$_____/Month	$_____/Month	$_____/Month	$_____ (Per Item)	$_____

Dues and Assessments ☐ Yes ☐ No	Pass MC Acquirer Support Fee ☐ Yes ☐ No	Pass Visa Acquirer Processing Fee ☐ Yes ☐ No
Pass Discover Int'l Processing Fee ☐ Yes ☐ No	Pass MC Cross Border Fee ☐ Yes ☐ No	Pass Visa Misuse of Authorization ☐ Yes ☐ No
Pass MC (NABU) Fee ☐ Yes ☐ No	Pass Visa Zero Floor Limit Fee ☐ Yes ☐ No	Pass Visa International Acquirer Fee ☐ Yes ☐ No

Fleet/Petro

WEX Other Item Rate $_____ (Per Item)   Voyager Other Item Rate $_____ (Per Item)   Voyager Other Volume %_____

Tiered

	Discount	Other Item		Discount	Other Item		Discount	Other Item
MC Qual Credit	%	$	Visa Qual Credit	%	$	Discover Qual Credit	%	$
MC Mid-Qual Credit	%	$	Visa Mid-Qual Credit	%	$	Discover Mid-Qual Credit	%	$
MC Non-Qual Credit	%	$	Visa Non-Qual Credit	%	$	Discover Non-Qual Credit	%	$
MC Qual Debit	%	$	Visa Qual Debit	%	$	Discover Qual Debit	%	$
MC Mid-Qual Debit	%	$	Visa Mid-Qual Debit	%	$	Discover Mid-Qual Debit	%	$
MC Non-Qual Debit	%	$	Visa Non-Qual Debit	%	$	Discover Non-Qual Debit	%	$

* Please review the Rate Descrititions online at www.MerchantIndustry.Com or contact Merchant Industry LLC at 866.811.1005 for additional information on Which interchange programs qualify.

Interchange

	Discount	Other Item		Discount	Other Item		Discount	Other Item
MC Qual Credit	%	$	VISA Qual Credit	%	$	Discover Qual Credit	%	$
MC Qual Debit	%	$	VISA Qual Debit	%	$	Discover. Qual Debit	%	$

PIN DEBIT   ☐ Pass Through Debit Network Fees   Other Item Rate $_____ (Per Item)   Other Volume _____ % (Per Item)

ETF

In the event that MERCHANT terminates this Agreement MERCHANT shall be liable to pay to ISO and EARLY TERMINATION FEE. The EARLY TERMINATION FEE shall be equivalent to the greater of (a) $395; or (b) number of whole months remaining in the TERM hereof at the time of termination multiplied by the amount of FEES paid or payable by the MERCHANT during the month preceding that during which this AGREEMENT was terminated. Merchant agrees that this fee is not a penalty, but rather a reasonable estimation of the actual damages that would be suffered in the event of failure to receive the processing business for the then current term. MERCHANT agrees that the EARLY TERMINATION FEE shall also be due if MERCHANT discontinues submitting SALES for processing during the INITIAL TERM or any RENEWAL TERM of the AGREEMENT. The amount of the EARLY TERMINATING FEE may be deducted from settlements payable to the MERCHANT under this Agreement. Paragraph references and capitalized terms not defined in this paragraph are defined in the attached Terms and Conditions.

Cardholder Storage Compliance

Payment Card Industry Data Security Standards ("PCI DSS") and card association rules prohibit storage of track data under any circumstances. If you or your Point of Sale ("POS") system pass, transmit, store or receive full cardholder's data, then the POS software must be Payment Application Data Security Standard ("PA DSS") compliant or you must validate PCI DSS compliance (see #1b) below and questions #3 and #4 must be completed). If you use a payment gateway, they must be PCI DSS compliant.

1. Have you ever experienced an Account Data Compromise ("ADC")? ☐ Yes ☐ No   If yes, provide date of compromise:_____

    a) Have you validated PCI DSS compliance? ☐ Yes ☐ No   If yes, provide date of compromise: _____

    b) Date of compliance, Report on Compliance ("ROC") of Self Assessment Questionnaire ("SAQ"): _____

    c) What is the name of your Qualified Security Assessor ("QSA")? _____   Date of last scan: _____

2. Are you using a "dial-up terminal or Touch Tone Capture ("TTC")? ☐ Yes ☐ No

3. Do you or your Service Providers) receive, pass, transmit or store the Full Cardholder Number ("FCN") electronically? ☐ Yes ☐ No

4. What Primary Service/Software Developer did you purchase your POS application from (i.e., software, gateway)? _____ Version #: _____

PCI Validation (Scanable):	$79.99 per year or $_____ per month	PCI Non Validation: $19.95 per month if merchant does not validate
PCI Validation (Non-Scanable):	$79.99 per year or $_____ per month	compliance with Merchant Industry's vendor within 90 days of signing.

For more information on becoming PCI Compliant please visit www.MerchantIndustry.Com or contact Merchant Industry Directly at 866.811.1005

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Page 3 of 4

Additional Credit/Site Survey/Information

Are you using a vendor? ☐ Yes ☐ No   if yes, please supply a copy of Vendor's report.

1. Zone: ☐ Business District ☐ Industrial ☐ Residential

2. Location: ☐ Mall ☐ Isolated ☐ Home ☐ Office
   ☐ Mixed ☐ Apartment ☐ Shopping Area

3. How many Employees: _____

4. How many register/terminals: _____

5. Is proper license visible? ☐ Yes
   ☐ No   If No - explain: _____

6. Where is the merchant name displayed at the site?
   ☐ Window ☐ Door ☐ Store Front

7. Merchant Occupies: ☐ Ground Floor ☐ Other _____

8. # of Floors/Levels: ☐ 1 ☐ 2-4 ☐ 5-10 ☐ 11+

9. Remaining Floors) Occupied by:
   ☐ Residential ☐ Commercial ☐ Combination

10. Approximate Square Footage:
    ☐ 0-250 ☐ 251-500 ☐ 501-2,000 ☐ 2,001 plus

11. Are customers required to leave a deposit?
    ☐ No   ☐ Yes If Yes, % of deposit required: _____%

12. Return Policy: ☐ Refund ☐ Exchange Only ☐ None

13. Do you have a refund policy for MC/Visa/Discover
    Network/ American Express Sales? ☐ Yes ☐ No
    If yes, check one: ☐ Exchange ☐ Store Credit
    within how many days do you submit credit/Refund
    ☐ 0-3 ☐ 4-7 ☐ 8-14 ☐ Over 14

14. Advertising Method Attach at least one:
    ☐ Catalog ☐ Brochure ☐ Direct Mail ☐ TV/Radio
    ☐ Internet ☐ Phone ☐ Other

15. Your Previous Processor _____
    (Please Include Copy of Statements)

16. Check Reason For Leaving:
    ☐ Rate ☐ Service ☐ Terminated ☐ Other: _____

Mail/Telephone Order/Business to Business/Internet Information
(All Questions must be Answered)

1. What % of total sales represent business to business (vs. business to consumer):
   Business to Business _____% + Business to Consumer _____% = 100% (total sales)

2. What % of bankcard sales represent business to business vs business to consumer:
   Business to Business _____% + Business to Consumer _____% = 100% (total sales)

3. What is the time frame from transaction to delivery? (% of orders delivered in):
   0-7 days _____%   8-14 days _____%   15 +_____%

   Please describe how the transaction works, from order taking to merchant fulfillment
   (attach additional sheet if necessary)

4. Does any of your cardholder billing involve automatic renewals or recurring transactions
   (I.E. Cardholder authorizes initial sale only)?   ☐ Yes ☐ No
   _____% + 15-30 days _____% + over 30 days _____% = 100 %

5. MC/Visa/Discover Network/American Express sales are deposited (check one):
   ☐ Date of order ☐ Date of delivery ☐ Other (specify): _____

6. Who performs product/service fulfillment? ☐ Direct ☐ Vendor ☐ Other if vendor add

Name: _____

Address: _____

Agreement Acceptance

By their execution below the undersigned parties agree to abide by the merchant transaction processing agreement (the "AGREEMENT"). The AGREEMENT consists of the Merchant Processing 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 Merchant Application is complete and accurate. MERCHANT authorizes FNMS and/or BANK to provide a copy of this Merchant Processing Application to any third party for the services requested, MERCHANT, and its signing officer/owner/partner, authorize FNMS and/or BANK, or its agents assigns, to make from time to time, any business and personal credit and other inquiries. If applicable, MERCHANT agrees by its signature below to the Equipment Agreement between ISO and MERCHANT. In witness whereof the parties hereto have caused this AGREEMENT to be executed by their duly authorized representative effective on the date signed or approved by BANK

MERCHANT (PRINCIPAL/OFFICER/OWNER) *** Signature: _____	Name (Please Print):	Title:	Date:
First National Merchant Solutions, LLC (FNMS) *** Signature: _____	Name (Please Print):	Title:	Date:
First National Bank of Omaha ("BANK") *** Signature: _____	Name (Please Print):	Title:	Date:
Merchant Industry, LLC ("ISO") *** Signature: _____	Name (Please Print):	Title:	Date:

MERCHANT has indicated above which services it is requesting, MERCHANT agrees that FNBO and FNMS are not parties to any agreement for services from the following companies: American Express and Discover Network, and that any such agreements are strictly between MERCHANT and each individual company. MERCHANT must be approved by each company and each company may send its agreement to the address of MERCHANT indicated herein upon such approval. MERCHANT agrees to be bound by such company's agreement. "NOTE: 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 FNMS. If that is the circumstance, the portion of this disclosure pertaining to Discover Network does not apply.

ACH AGREEMENT

Customer Legal Name: _____

Contact: _____

Customer Address: _____

City/State: _____ **Zip:**_____

Telephone : _____—_____—_____ **Email :**_____

Customer hereby authorizes Merchant Industry LLC (the "Company") to debit their Bank Account (the "Account") for all funds due to the Company without respect to the source of such funds in the Account. With respect to Automated Clearing House ("ACH") settlement of transactions (i.e. electronic debits and credits to and from the Customer's Bank Account), Customer hereby agrees to be bound by the terms of operating rules of the National Automated Clearing House Association and authorizes the Company to initiate ACH debit or credit entries and adjustments to the Bank Account for all products and/or services provided to Customer by Merchant Industry LLC, and for all required settlement adjustments related thereto. The Company shall not be liable for any delays in receipt, debit or description of funds or errors in account entries caused by third parties including, but not limited to, the Association or Bank. Customer shall not close the Account without providing the Company with written notice of such closure and substitution of another account at least five (5) days prior to such an event. Customer shall be solely liable for all the fees and costs associated with the Account, and for all fees and costs associated with the ACH program, products and services provided by Merchant industry LLC, its Partners, Agents and Contractors to Customer . If Merchant Industry LLC shall be ACHing Customer's bank accounts, all parties agree to be bound by all terms of the most recently signed ACH agreement. In all cases, Customer shall ultimately be responsible for all funds due for products and services provided by Company.

Procedure – For ACH Collections, Merchant Industry LLC shall ACH the appropriate bank account at any day of the week, or as needed based on product sales or service or type of product offered, for the prior period's activity for the net amount due (i.e. gross sales less margin).   Copy of Voided Customer's Check will be kept on file.

*** Signature:_____

Print Name: _____

Title: _____

Date Signed: _____

Routing Number/ ABA : _____

Accounting Number/ DDA: _____