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1700 42nd St Suite 2000 Fargo, ND 58103 (800) 378-3328

MERCHANT APPLICATION

First National Bank
Omaha
Member Bank for Visa and MasterCard
402-633-2900
T0326.0706.00.00

Merchant's Business Name (Legal):

Section 1
VISA/MASTERCARD SCHEDULE OF FEES **DISCOUNT:** Daily Monthly We reserve the right to move the merchant from monthly discount to daily discount.

Card Acceptance Options: Debit Card Only Other Cards All Cards

BUSINESS TYPE: Retail Restaurant Supermarket Lodging Car Rental Mail/Telephone Order Internet Fuel Other -

SUB-BUSINESS TYPE: Purchase Card ARU Emerging Markets Cash Advance Card Present / Key Entered Health Care

	RETAIL *			MOTO **			Special Processing
	Discount Rate %	Transaction Fee €		Discount Rate %	Transaction Fee €		
Qualified ₁		+\$ 0.		%	+\$ 0.		<input type="checkbox"/> MOTO CR <input type="checkbox"/> MOTO DB <input type="checkbox"/> MOTO CR / DB <input type="checkbox"/> Small Ticket / QPS <input type="checkbox"/> Large Ticket <input type="checkbox"/> Debit Only <input type="checkbox"/> Utility <input type="checkbox"/> Utility / Conv. Fee <input type="checkbox"/> Other _____
Mid-Qualified ₂	+	%	+\$ 0.	N/A	N/A		
Non-Qualified ₃	+	%	+\$ 0.	+	%	+\$ 0.	

1. Applies to bankcard transactions where an authorization is obtained, the authorization amount exactly matches the transaction amount, additional data required by Visa and MasterCard is provided, and where (i) FOR RETAIL, card is swiped, the terminal transmits all of the magnetic stripe data, transaction date is within one (1) day of authorization date, and deposit (batch) date is within two (2) days of transaction date; or (ii) FOR MOTO, including voice authorized, key-entered consumer card sales, commercial cards and purchasing cards accepted by merchants, authorization date is within seven (7) days of transaction date and deposit (batch) date is within two (2) days of the transaction date. The discount rate is applied to gross sales dollar volume. Transaction fees are charged for all transactions (as defined in the Merchant Processing Agreement).

2. RETAIL ONLY: (i) MasterCard corporate face-to-face transactions, and (ii) key-entered bankcard transactions where the authorization exactly matches the sale amount, transaction date is within one (1) day of authorization date and, for Visa only, AVS ZIP match is obtained. In both cases, additional data required by Visa and MasterCard must be provided, and deposit date must be within two (2) days of transaction date. THIS IS ADDED TO THE RETAIL QUALIFIED RATE FOR DISCOUNT RATE AND TRANSACTION FEE.

3. All bankcard transactions which do not fall within one of the categories listed above, for which an authorization is obtained and deposit date is within seven (7) days of transaction date (for Visa) or 30 days of transaction date (for MasterCard). THIS IS ADDED TO THE MID-QUALIFIED RATE (FOR RETAIL) OR QUALIFIED RATE (FOR MOTO) FOR DISCOUNT RATE AND TRANSACTION FEE.

* These Rewards Cards transactions will be standardized in Mid-Qualified category. ** These Rewards Cards transactions will have an incremental .11% (11 Basis Points) added to Qualified and/or Non-Qualified categories.

Section 2
DEBIT Available for face to face transactions. If the Discount Rate below is left blank, the discount rate for such qualified transactions set forth above will apply. ***This fee is in addition to the transaction fee set forth above, Schedule of Fees.

Apply for service:
 PIN-BASED NON PIN-BASED Both

Debit PIN-Based: _____ Transaction Fee: _____ Debit NON PIN-Based: _____ % \$. _____ Supplemental Fee***

Monthly Fee: _____ Discount Rate: _____

Section 3
OCCURRENCE FEES *** This fee is the same as the transaction fee for Visa/MasterCard or 30c if left blank and transaction fee is zero.
 * Fees are assessed for every occurrence of the event. Please refer to the Merchant Processing Agreement for more information on each charge.
 ** Internet/Gateway Fees are charged in addition to other transaction fees listed.

Monthly Fee		Authorization Fee*		Miscellaneous Fee	
Statement Fee	/month	Voice Authorization	\$ 0.75 /each	Retrieval / Chargeback*	\$ 15.00 /each
Statement Fee Additional Location	/month	Batch ^{††}	/each	Return ACH*	\$ 25.00 /each
<input type="checkbox"/> RPSI Service Package	\$ 5.95 /month	Amex Transaction ^{††}	/each	Early Termination	\$ 250.00 /each
<input type="checkbox"/> RPSI Gold Service Package	\$ 11.95 /month \$ 68.80 /semi annual	Discover Transaction ^{††}	/each	<input type="checkbox"/> MyMerchantData.com	\$ 10.00 /per month /per location
Internet Hosting	/month	Internet Transaction ^{†††}	/each	<input type="checkbox"/> Annual Fee	/charged in the month of
Wireless Service	/month /per terminal	Wireless Transaction ^{††}	/each		
Minimum Bill	\$ 25.00 /month	<input type="checkbox"/> ARU Transaction	\$ 0.50 /each		

Section 4
NOT APPLICABLE

See the Auxiliary Services on Page 2 for third party fees that may be assessed according to the third party terms and conditions.
 Transaction Fees stated in Section 3 are in addition to American Express and Discover discount fees as stated in their Terms and Conditions. DEPENDING ON HOW YOU DO BUSINESS, ADDITIONAL FEES MAY BE ASSESSED. THE MERCHANT PROCESSING AGREEMENT CONTAINS A DESCRIPTION OF ALL SUCH FEES. I acknowledge that I need an Imprinter to get imprints of cards that will not swipe. Auxiliary products listed may not be available depending on the terminal chosen by Merchant. By its execution hereof, each party below agrees to the terms and conditions set forth in this Merchant Application and the Merchant Processing Agreement (collectively, the "Merchant Agreement"). Merchant hereby acknowledges receipt of all parts of the Merchant Agreement. Merchant acknowledges and agrees that RPS and Member Bank is in no way responsible or liable for the actions, inactions, performance or lack of performance of any third party provider. Merchant certifies that all information provided herein is true, correct and complete. Merchant hereby authorizes RPS and Member Bank or its agents to pull credit bureau and criminal background checks on the Merchant and its principals and to update such information periodically throughout the term of service of the Merchant Agreement. The Merchant Agreement represents the entire agreement between the parties regarding the subject matter hereof. Merchant represents that it has not relied on any representations, warranties, or covenants of the Independent Sales Representative, and Merchant acknowledges and agrees that the Merchant Agreement shall not be altered by any prior, contemporaneous or subsequent oral representations made by any party.

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES EFFECTIVE ON THE DATE SIGNED BY RPS. The Agreement shall be binding upon Merchant upon the earlier of Merchant's execution below or Merchant's first processed electronic transaction.

MERCHANT	RPSI, INC. d/b/a RETRIEVER PAYMENT SYSTEMS	MEMBER BANK
Signature <small>Signature may be evidenced by facsimile</small>	Signature <small>Signature may be evidenced by facsimile</small>	Signature <small>Signature may be evidenced by facsimile</small>
X		
Name (please print)	Name (please print)	Name (please print)
Date	Date	Date

PERSONAL GUARANTEE: In consideration of the undertakings of RPS contained in the Merchant Agreement, the undersigned, ("Guarantor"), being interested in the business and success of Merchant and to induce RPS to enter into the Merchant Agreement, does hereby absolutely and unconditionally guarantee the performance and payment by Merchant of all Merchant's obligations to RPS, together with all costs, expenses and attorney's fees incurred by RPS 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 Merchant, of Guarantor, or any other person or by any failure of RPS to exercise or enforce any of its rights against Merchant. Guarantor hereby 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 State of Texas. Guarantor agrees, in the event of any dispute regarding this guarantee, the courts of the State of Texas 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 Harris County, Texas. The Guarantor waives any right to require RPS 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 one hundred-eighty (180) days after receipt by RPS 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. No termination of this guarantee shall be effected 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 shall bind and inure to the benefit of the personal representatives, heirs, administrators, successors and assigns of Guarantor and RPS.

Authorized Signature of Guarantor: (Do Not Include Title) Signature may be evidenced by facsimile Social Security #: _____ Name of Guarantor: (Do Not Include Title) Date of Signature: _____

X

IMPORTANT DISCLOSURE Merchant further acknowledges receipt of Retriever Documentation which includes Merchant Processing Agreement. **VERSION GEN.0706**

MEMBER BANK:
 First National Bank of Omaha
 One First National Center
 16th and Dodge Street
 Omaha, NE 68102 ph:402-633-2900

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 supercede 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 Authorized Signature: Signature may be evidenced by facsimile Merchant Legal Name (please print)

X

Address: _____ City: _____ State: _____ Zip: _____

Section 5 BUSINESS INFORMATION

Business Legal Name: # of Locations: _____

Business Name (DBA): (If "same" or an equivalent entry is indicated in this blank, then such entry shall be deemed to be the same as "Business Legal Name".)

Business Website: Business E-Mail Address:

Business Location Address: Contact Name: _____

City: State: Zip: Phone #: Fax #: _____

(If different from location address.)

Business Billing Address: _____

City: State: Zip: Phone #: Fax #: _____

Section 6 OWNERSHIP INFORMATION

Ownership: Sole Prop. Corp. LLC Non-Profit Partnership Municipality Title: Tax ID#: D & B#:

Owner/Officer/Principal Name: DOB: Phone #: SSN #:

Home Address: City: State: Zip:

Section 7 SITE INSPECTION INFORMATION By the signature below, signatory verifies that (i) he/she has physically inspected the Business Premises or a site inspection will be supplied by the third party site inspection vendor; and that (ii) the information stated in this Merchant Agreement is correct to the best of his/her knowledge and is as represented to him/her by MERCHANT.

Location Type: Retail Store Front Office Building Industrial Building Residence Trade Show

Does business appear as represented? Yes No Is business open and operating? Yes No

Third party site inspection? No Yes By: _____

Sales Group / Representative ID Number: _____

Sales Organization: Application Date: Sales Rep Signature: _____

Inventory/Shipments:
 Is inventory sufficient for business type? Yes No
 Are goods and services delivered at the time of sale? Yes No
 Goods and services charged to credit cards on Order Shipment
 If goods are shipped, is a Fulfillment House used? Yes** No
 ** If YES, complete Fulfillment House form, Section 14.

Section 8 BUSINESS PROFILE AND ASSUMPTIONS

Type of Goods/ Service Sold: Open Date: _____

Describe your return policy: Date of Current ownership: _____

Annual Volume:	Face to Face:	%	Card Swipe:	%	B to B:	%
	MOTO:	%		%		%
Average Ticket:	Internet:	%	Card Imprint:	%	B to C:	%
	Int'l Sales:	%		%		%
Highest Ticket:	Total:	100 %	Total:	100 %	Total:	100 %

Seasonal Sales: Yes No High Volume Months: JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

Add'l. Location 1st LOC MID# _____
 Ownership or legal Entity Change CLOSE EXISTING MID# _____
 Visa/MasterCard currently accepted
 Never Accepted Bank Cards
 Processor Change How many processing statements are you including? _____

Section 9 FUNDS TRANSFER INFORMATION Please supply voided check or preprinted bank letter

Standard ACH Other - _____ In accordance with the terms set out in the Merchant Processing Agreement, transfer funds to/from the account as delineated. If nothing is checked, MERCHANT will receive Standard ACH.

Routing #: _____ ACH can be performed by the following entities: Member Bank, Retriever or any authorized agent of Retriever or any Third Party Service Provider with whom you have contracted.

Account #: _____ The ACCOUNT NUMBER indicated must be a valid account number for handling ACH deposits and withdrawals.

Section 10 AUXILIARY SERVICES The Auxiliary Services will be provided to Merchant and funded by independent third party service providers not by RPS or Member. RPS makes no warranty with respect to these services.

**American Express: New Existing Acct #: _____ Discount Rate: %

**American Express: Franchise Name: Franchise CAP #: _____

†Discover New Existing Acct #: _____ Membership Fee: % Discount Rate: % \$.10 Trans Fee

JCB Acct #: _____ Voyager: New EBT FCS Acct #: _____ An EBT service rider is required upon application submission.

**By signing the Merchant Agreement, I represent that the information I have provided on the application is complete and accurate. I understand that the terms and conditions for American Express Card acceptance ("terms and conditions") will be sent to the business entity indicated above along with the welcome letter upon approval of such business entity to accept the American Express Card by American Express Travel Related Services Company, Inc. By accepting the American Express Card for the purchase of goods and/or services, I agree to be bound by the terms and conditions. A \$5 monthly flat fee is mandatory for MOTO/Internet/Home based businesses.
 † Discover Card : I understand the terms and conditions for Discover Card acceptance ("terms and conditions") will be sent to the business entity indicated above.

PATRIOT ACT REQUIREMENTS

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 documents.

Please read your Merchant Processing Agreement carefully, the provisions of which govern your relationship with Retriever.
 For conversion merchants only: This is a copy of the information on which your merchant processing conversion is based. A copy of the Merchant Processing Agreement (the "Agreement") under which this relationship will be conducted is also attached. Please be aware that the downloading of your terminal or sending a transaction by you to Retriever and FNBO for processing constitutes agreement that you ("Merchant") agree to be bound and are therefore bound, to the terms on the enclosed Merchant Processing Agreement.

Merchant's Business Name (Legal):

Section 11 EQUIPMENT SETUP Network : Global East Global Central Paymentech Vital Bypass Email Setup Docs to:

Equipment Type	Application	QTY	Order From
Terminal:			<input type="checkbox"/> RPS <input type="checkbox"/> ISO
Third Party Software*:	VER.		<input type="checkbox"/> RPS <input type="checkbox"/> ISO
Printer:			<input type="checkbox"/> RPS <input type="checkbox"/> ISO
PIN Pad:	Exchange <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> RPS <input type="checkbox"/> ISO
Check Reader:			<input type="checkbox"/> RPS <input type="checkbox"/> ISO

Imprinter: Yes No *Third party vendor w/access to cardholder and transactional data: Yes No -- If YES, complete Third Party Vendor form, Section 13.

Tips <input type="checkbox"/> Yes <input type="checkbox"/> No Server#'s <input type="checkbox"/> Yes <input type="checkbox"/> No Tables #'s <input type="checkbox"/> Yes <input type="checkbox"/> No Bar Tab <input type="checkbox"/> Yes <input type="checkbox"/> No Split Dial <input type="checkbox"/> Yes <input type="checkbox"/> No Purchase Card/Level2 <input type="checkbox"/> Yes <input type="checkbox"/> No Invoice # Prmpt <input type="checkbox"/> Yes <input type="checkbox"/> No Auto-Close Time <input type="checkbox"/> Yes <input type="checkbox"/> No Multi Merchant <input type="checkbox"/> Yes <input type="checkbox"/> No Store N Forward <input type="checkbox"/> Yes <input type="checkbox"/> No Pre-dialing <input type="checkbox"/> Yes <input type="checkbox"/> No Dial Type <input type="checkbox"/> Tone <input type="checkbox"/> Pulse PBX Code <input type="checkbox"/> N/A <input type="checkbox"/> 8 <input type="checkbox"/> 9	AVS (Street # & Zip) <input type="checkbox"/> Yes <input type="checkbox"/> No AVS (Zip Only) <input type="checkbox"/> Yes <input type="checkbox"/> No Last-4 digits <input type="checkbox"/> Yes <input type="checkbox"/> No CVV2 <input type="checkbox"/> Yes <input type="checkbox"/> No Debit <input type="checkbox"/> Yes <input type="checkbox"/> No Cash Back Max Amt \$ _____	Passwords: All <input type="checkbox"/> Yes <input type="checkbox"/> No Void <input type="checkbox"/> Yes <input type="checkbox"/> No Return <input type="checkbox"/> Yes <input type="checkbox"/> No Settlement <input type="checkbox"/> Yes <input type="checkbox"/> No Other _____
Wireless ESN#:		
Wireless MAN#:		

Comments:

Section 12 SHIPPING INSTRUCTIONS Required ONLY if ordered through RPSI

Ship To: Merchant Location ISO Location Other 1-3 Day Over Night Priority Ground Saturday

Attn:

Address:

Address:

City: State: Zip: Phone #:

Special Instructions:

Payment From Merchant Will Be:
 Lease Check
 Cash Money Order / Cashier Check
 Visa MC Disc Amex
 Credit Card #: _____ Exp Date: _____

Section 13 THIRD PARTY VENDOR DATA This section is for reporting third-party vendors that have access to merchant's data.	Section 14 FULFILLMENT HOUSE DATA This section is for reporting fulfillment house(s) used by the merchant during the regular course of business.
Software vendor #1:	Fulfillment House #1:
DBA Name:	% of total shipments by this vendor:
Address:	Address:
City: State: Zip:	City: State: Zip:
Phone Number: Fax Number:	Phone Number: Fax Number:
Email address:	Email address:
Contact Name:	Contact Name:
Merchant data to which this vendor has access:	Comments:

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