



MERCHANT TRANSACTION PROCESSING AGREEMENT - MERCHANT APPLICATION

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

VISA DISCLOSURE

MEMBER BANK (ACQUIRER) INFORMATION First National Bank of Omaha 1620 Dodge Street Omaha, NE 68197 800-853-9586	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 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.	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.
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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:	AUTHORIZED SIGNATURE: <input checked="" type="checkbox"/>
ADDRESS:	PRINT NAME:

1 - 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 #	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: _____					

2 - MERCHANT PROFILE

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 DISCLOSED BELOW FILED BANKRUPTCY OR BEEN SUBJECT TO ANY INVOLUNTARY BANKRUPTCY? <input type="checkbox"/> YES <input type="checkbox"/> NO REASON:					MANUAL KEY WITH IMPRINT	_____ %
HAS MERCHANT PREVIOUSLY ACCEPTED CREDIT CARDS? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE PROVIDE COPIES OF MOST RECENT STATEMENT PROCESSOR:					CARD NOT PRESENT	_____ %
DOES MERCHANT CONDUCT BUSINESS SEASONALLY? <input type="checkbox"/> YES <input type="checkbox"/> NO IF SEASONAL, INDICATE OPERATING MONTHS: <input type="checkbox"/> JAN <input type="checkbox"/> FEB <input type="checkbox"/> MAR <input type="checkbox"/> APR <input type="checkbox"/> MAY <input type="checkbox"/> JUN <input type="checkbox"/> JUL <input type="checkbox"/> AUG <input type="checkbox"/> SEP <input type="checkbox"/> OCT <input type="checkbox"/> NOV <input type="checkbox"/> DEC					TOTAL 100%	
DOES MERCHANT USE A FULFILLMENT HOUSE? <input type="checkbox"/> YES <input type="checkbox"/> NO			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.

E-COMMERCE MERCHANTS ONLY

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:

HT14E_10062014

3 - 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	

4 - REFERENCES

TRADE REFERENCE	CONTACT	ACCOUNT #	TELEPHONE #
TRADE REFERENCE	CONTACT	ACCOUNT #	TELEPHONE #

5 - 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.

6 - REQUESTED CARD TYPES

ALL CARD TYPES WILL BE APPLIED FOR UNLESS OTHERWISE INSTRUCTED.

 <input checked="" type="checkbox"/> VISA CREDIT	 <input checked="" type="checkbox"/> MASTERCARD CREDIT	 <input checked="" type="checkbox"/> DISCOVER® NETWORK CREDIT	 <input type="checkbox"/> AMERICAN EXPRESS	<input type="checkbox"/> DEBIT
<input checked="" type="checkbox"/> VISA DEBIT	<input checked="" type="checkbox"/> MASTERCARD DEBIT	<input checked="" type="checkbox"/> DISCOVER® NETWORK DEBIT	MUST COMPLETE SECTION 10 <input type="checkbox"/> EBT	

7 - MERCHANT ACCOUNT RATES*

MERCHANT TYPE: RETAIL RESTAURANT FUEL LODGING MOTO E-COMMERCE SUPERMARKET OTHER

SELECT ONE: 1 - TIER RATE 1: _____

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 for additional information on which interchange programs apply. For more information on interchange rates visit www.visa.com or www.mastercard.com. Fees or charges may be added or changed by an amendment to the Terms and Conditions with 30 days notice.

8 - TRANSACTION CHARGES

<input checked="" type="checkbox"/> VISA/MASTERCARD/DISCOVER® NETWORK: SECTION 7 % + <u>25</u> ¢ TRANSACTION FEE	<input checked="" type="checkbox"/> BATCH: \$ <u>0.35</u> EACH	<input checked="" type="checkbox"/> RETRIEVAL REQUEST: \$ <u>25.00</u> EACH
<input type="checkbox"/> PIN DEBIT (INCLUDES NETWORK PASS-THROUGH): _____ % + <u>35</u> ¢ TRANSACTION FEE	<input checked="" type="checkbox"/> VOICE AUTHORIZATION FEE: \$ <u>1.75</u> EACH	<input checked="" type="checkbox"/> NSF FEE: \$ <u>25.00</u> EACH
<input type="checkbox"/> EBT: <u>N/A</u> % + _____ ¢ TRANSACTION FEE	<input checked="" type="checkbox"/> CHARGEBACK FEE: \$ <u>30.00</u> EACH	<input checked="" type="checkbox"/> DDA CHANGE FEE: \$ <u>25.00</u> EACH

All other applicable Card Brand fees will be passed through at the Card Brand's Rate. For more information, please contact Harbortouch Payments, LLC. Fees or charges may be added or changed by an amendment to the Terms and Conditions with 30 days notice.

9 - SERVICE CHARGES

SERVICE FEES

ANNUAL FEE \$ _____ MONTHLY SERVICE FEE \$ _____ ONLINE ACCOUNT REPORTING \$ FREE

MONTHLY MINIMUM \$ 25.00 DEBIT ACCESS FEE \$ _____ PAPER & SUPPLIES PROGRAM \$ FREE

WIRELESS TERMINAL FEES (IF APPLICABLE)


SETUP FEE (PER TERMINAL): \$35.00 EACH

MONTHLY FEE (PER TERMINAL): \$19.95 EACH

TRANSACTION FEE: \$0.05 EACH

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

10 - AMERICAN EXPRESS

	EXISTING AMERICAN EXPRESS ESA (IF APPLICABLE) ESA SE: _____ MERCHANT CAP: _____
	MONTHLY FLAT FEE: \$ _____ TRANSACTION FEE: \$ _____
	EXISTING AMERICAN EXPRESS ONEPOINT (IF APPLICABLE): _____
	AMERICAN EXPRESS ONEPOINT DISCOUNT: _____ % TRANSACTION FEE: \$ _____ HT TRANSACTION FEE: \$ _____
	AMERICAN EXPRESS ONEPOINT PREPAID DISCOUNT: _____ % TRANSACTION FEE: \$ _____ HT TRANSACTION FEE: \$ _____
	FOR MCC/SIC CODE 4722 ONLY (ONLY ONE OF THE FOLLOWING IS REQUIRED): ARC NUMBER: _____ IATA NUMBER: _____
MERCHANT NAME: _____ ANNUAL AMERICAN EXPRESS CHARGE VOL: \$ _____ AVERAGE TICKET: \$ _____	

11 - 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, the merchant acknowledges that an imprint is required for non-swiped transactions. INITIALS: _____

12 - 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.

MERCHANT'S INITIALS (REQUIRED): _____

13 - DISCLAIMER

MERCHANT has indicated which additional optional services it is requesting. Merchant agrees that BANK is not a party to any services or products listed in Section 11 or 12 or any other services or products listed in the Account Setup Form or POS Setup Form and has no liability related to any of the services or products provided therein. 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.

14 - 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. An \$89.95 Fee will be charged to Merchant. The date in which the fee will be charged will be disclosed to MERCHANT 30 days prior to such charge in accordance with the Terms and Conditions, typically in December of each year. Additional Fees may be added or changed by an amendment to the Terms and Conditions with 30 days notice.

15 - 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.

16 - 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.

AGENT SIGNATURE _____ AGENT NAME (PLEASE PRINT) _____ SALES REP ID _____ DATE _____

17 - 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 Harbortouch Payments, LLC ("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

PRINCIPAL #1 FROM APPLICATION — SIGNATURE _____ DATE _____
PRINT NAME _____

PRINCIPAL #2 FROM APPLICATION — SIGNATURE _____ DATE _____
PRINT NAME _____

18 - SIGNATURES

By signing below, I represent that I have read and am authorized to sign and submit this application agreeing to be bound by the American Express® Card Acceptance Agreement ("American Express Agreement"), and that all information provided herein is true, complete, and accurate. I authorize TSYS Merchant Solutions, LLC and its agents, assigns or affiliates (collectively "TMS") and American Express Travel Related Services Company, Inc. ("AXP") and AXP'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 agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct TMS and AXP and AXP's agents and Affiliates to inform me directly, or inform MERCHANT, 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 AXP 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. Please read the American Express Privacy Statement at <http://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon AXP's approval of the application, the MERCHANT agrees to abide by the American Express Agreement and will be sent materials welcoming it, either to AXP's program for TMS to perform services for AXP or to AXP's standard Card acceptance program which has different servicing terms (e.g. different speeds of pay). I understand that if MERCHANT does not qualify for TMS's servicing program, that the entity may be enrolled in AXP's standard Card acceptance program, and MERCHANT may terminate the American Express Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, MERCHANT agrees to be bound by the American Express Agreement. I understand that TMS, ISO and BANK are not parties to the American Express Agreement.

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 Payments, LLC ("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 account closure fee ("ACCOUNT CLOSURE 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 ACCOUNT CLOSURE 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.

If applicable, MERCHANT agrees by its signature below to the TMS American Express Agreement.

PRINT LEGAL NAME OF MERCHANT BUSINESS _____

PRINCIPAL #1 FROM APPLICATION — SIGNATURE _____ DATE _____
PRINT NAME _____ TITLE _____

PRINCIPAL #2 FROM APPLICATION — SIGNATURE _____ DATE _____
PRINT NAME _____ TITLE _____

ACCEPTED BY HARBORTOUCH PAYMENTS, LLC _____ DATE _____

ACCEPTED BY FIRST NATIONAL BANK OF OMAHA ("BANK") _____ DATE _____

SPECIAL INSTRUCTIONS (MAY REQUIRE APPROVAL):