

# **NPC**

**We Process The World's Transactions®**

## **MERCHANT SERVICES AGREEMENT**

Welcome to NPC. Please carefully read the attached Instructions, Card Processing Agreement, Debit Card Agreement, and Equipment Agreement, as applicable. Execute the original copy and return it to NPC. The applicable Agreements are subject to NPC's credit and legal review process. NPC will acknowledge its acceptance of the applicable Agreements pursuant to Section 11 of the Card Processing Agreement, Section 16 of the Debit Card Agreement, if applicable, and Section 13 of the Equipment Agreement, if applicable.

Thank you for choosing NPC. If you have any questions, please contact NPC Customer Service at 1 (800) 928-2583.

INSTRUCTIONS FOR THE APPLICATION TO THE CARD PROCESSING AGREEMENT, DEBIT CARD AGREEMENT AND EQUIPMENT AGREEMENT

ALL INFORMATION INDICATED BELOW MUST BE COMPLETED IN THE APPLICATION ATTACHED TO THE CARD PROCESSING AGREEMENT, THE DEBIT CARD AGREEMENT, IF APPLICABLE, AND THE EQUIPMENT AGREEMENT, IF APPLICABLE. ALL OTHER INFORMATION CONTAINED IN THE APPLICATION WILL BE COMPLETED BY NPC/NCB.

1. APPLICATION TYPE

- NEW MERCHANT - Indicate if you are a new Merchant of NPC
- ADDITIONAL LOCATION - If you decide to submit additional locations in the future, complete sections 3, 4, 5 and 7 and return the form to NPC. If you are implementing multiple locations, attach a list with the required information (if possible, provide the information on a diskette in ASCII format).
- CHANGE - If you decide to change any of your existing information in the future, complete the appropriate sections being changed and return the form to NPC.

2. MERCHANT BUSINESS INFORMATION

- Include all information pertaining to the legal entity signing the Card Processing Agreement, Debit Card Agreement and Equipment Agreement, as applicable.

3. BUSINESS OWNERSHIP AND MANAGEMENT

- Include all demographic information pertaining to the business location implementing processing. If the Corporate location is the same as the business location, you will only need to indicate "same as above".
- OWNER/OFFICER INFORMATION - Provide the requested owner(s)/officer(s) information.
- MERCHANT ACCOUNT AND BANK INFORMATION - Indicate the financial institution in which NPC is to settle your funds. A voided check from your deposit bank must be attached to the Application to initiate distribution of your funds.

4. BUSINESS CERTIFICATION AND SITE VERIFICATION

- Card Presented % — Indicate your anticipated percentage of cards presented.
- MO/TO% - Indicate your anticipated percentage of Mail-order or Telephone Order transactions that you expect your business to do annually during the term of these Agreements.
- Other/No Card % — Indicate your anticipated percentage of credit cards other than MasterCard and Visa credit cards.
- Card Swiped % — Indicate your anticipated percentage of cards that will be swiped at the point of sale.
- Hand Entered % — Indicate your anticipated percentage of transactions that will be hand entered.
- Seasonal Business - Indicate whether your business is seasonal and the inactive months, if applicable.
- CURRENT PROCESSOR - Provide your current Processor name, the reason for the change, your current/previous Merchant # and submit 3-6 months current processing statements.
- AVERAGE TICKET - Provide your average ticket over a 12-month period. If the Average Ticket varies by location, make sure to note the individual location's Average Ticket on the additional locations list.
- ANNUAL BANKCARD VOLUME - Indicate your anticipated Annual Bankcard Volume in dollars
- TRADE REFERENCE - Provide a Trade Reference for NPC to verify credit information
- CERTIFICATION OF MERCHANT'S BUSINESS
  - YEARS IN BUSINESS - Indicate the number of years in which the business has been operating
  - YEARS UNDER CURRENT OWNERSHIP - Indicate the number of years in which the business has been under the current ownership
  - BUSINESS TYPE - Indicate the type of goods sold
  - TYPE OF OWNERSHIP - Indicate the ownership status
  - MO/TO% - Indicate your anticipated percentage of Mail-order or Telephone Order transactions that you expect your business to do annually during the term of these Agreements.
  - Internet % - Indicate your anticipated percentage of Internet transactions that you expect your business to do annually during the term of these Agreements.
  - BUSINESS ENVIRONMENT - Indicate the business environment of the business location
- SITE VERIFICATION-ACCOUNT EXECUTIVE USE ONLY. This Section should only be completed by the Account Executive.

5. EQUIPMENT AND PROCESSING SPECIFICATIONS

- SHIPPING INFORMATION - Provide site address for equipment delivery if different than the address in Merchant Business Information section.
- MERCHANT TYPE - Indicate processing type \*
  - \* PURCHASING CARD - Upon receipt of your request for Purchasing Card, NPC will provide you with an additional form to be completed and returned to NPC. The requested information may qualify suppliers for federal and state government agency programs.
- TELEPHONE DIALING ACCESS - Indicate if your phone requires an access code in order to dial out of your location
- MERCHANT TRAINING - Indicate whether NPC is to train the Merchant and, if applicable, the training information.
- EQUIPMENT SPECIFICATIONS AND PROVIDER - Please complete the information for the terminals, equipment and miscellaneous items.

6. SPECIAL INSTRUCTIONS

- FOR USE BY ACCOUNT EXECUTIVE ONLY

7. MERCHANT SERVICES AND RELATED FEES

- CARD TYPE - Indicate which card types you will be submitting through NPC
  - Check Services: If you elect to receive Check Services, indicate whether you are requesting SCAN, NRC check collection, Check Verification Services, Check Guarantee, CheckThruSM Electronic Check Verification Services, or CheckThruSM Electronic Check Guarantee Services. If you are requesting Check Services other than SCAN or NRC, you must execute a separate agreement with the provider.
  - Debit: If you elect to receive on-line Debit services, you will receive access to the Debit Networks that NPC makes available. On-line Debit requires a terminal, printer and pinpad for processing.
  - EBT: Indicate if Electronic Benefits Transfer processing is requested. This is not available for National Franchisees/Associations.
  - Purchasing Card: Upon receipt of your request for Purchasing Card, NPC will provide you with an additional form to be completed and returned to NPC. The requested information may qualify suppliers for federal and state government agency programs.
- ACCOUNT NUMBER:
  - American Express: If you will be submitting American Express through NPC/NCB, you must provide your American Express Merchant Number for each location.
  - Diner's Club: To be completed by NPC
  - Discover Card: If you will be submitting Discover Card through NPC/NCB, you must provide your Discover Card Merchant Number for each location. If you do not have a signed agreement with Discover Card, you may receive your Discover Card Merchant Number from NPC or you may contact Discover Card at 1-800-347-6673. In either case you will need to execute an appropriate agreement with Novus (Discover Card).
  - JCB: If you will be submitting JCB through NPC/NCB, you must provide your JCB Merchant Number for each location. If you do not have a signed Agreement with JCB, you will need to contact JCB at 1-800-366-4522 and execute an appropriate Agreement with JCB.
  - Private Label: If you will be submitting Private Label through NPC/NCB, please contact your NPC Representative for detailed instruction

8. PERIODIC SERVICE FEES AND SERVICE OPTIONS

- A check for all applicable Membership, Application and Reprogramming fees must be included with these Agreements.s.

MERCHANT SIGNATURE - The Application to the Card Processing Agreement, Debit Card Agreement and Equipment Agreement, as applicable, must be fully executed on page 3 of the Application. Please retain one copy of the Merchant Services Agreements, as applicable, for your files.

TO RETURN YOUR MERCHANT SERVICES AGREEMENTS, as applicable - Please return the following items to NPC at the address indicated below. If you have questions, please contact NPC Customer Service.

1. The Application
2. If applicable, a check made payable to "National Processing Company" for purchased equipment and all applicable fees
3. If applicable, a check made payable to the leasing company for rented or leased equipment
4. A voided check for each bank account in which NPC is to deposit your funds.
5. Current 3 - 6 months processing statements from your existing processor

MAIL TO: NATIONAL PROCESSING COMPANY

1231 DURRETT LANE  
LOUISVILLE, KY 40213  
ATTN: 7S-BIMP



**4. BUSINESS CERTIFICATION AND SITE VERIFICATION**

**CERTIFICATION OF MERCHANT'S CARD PROCESSING ACTIVITY**

MCC	% CARD PRESENTED [ ][ ]	% MO/TO [ ][ ]	% OTHER/ NO CARD [ ][ ]	TOTAL 1 0 0 %
	% CARD SWIPED [ ][ ]	% HAND ENTERED [ ][ ]	TOTAL 1 0 0 %	
HAS MERCHANT PREVIOUSLY PROCESSED MC/V'S? <input type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, WHY PROCESSOR CHANGE?	IS MERCHANT'S BUSINESS SEASONAL? <input type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, LIST INACTIVE MONTHS	
CURRENT/PREVIOUS MERCHANT #	BANKCARD PROCESSOR NAME		<input type="checkbox"/> Current <input type="checkbox"/> Previous	
LAST 3 MONTHS CONSECUTIVE STATEMENTS ARE ATTACHED? <input type="checkbox"/> Yes <input type="checkbox"/> No	AVERAGE TICKET - PRIMARY LOCATION \$	TOTAL MONTHLY VOLUME - ALL LOCATIONS \$	TOTAL ANNUAL VOLUME - ALL LOCATIONS \$	

**TRADE REFERENCE**

TRADE REFERENCE	CONTACT NAME	CONTACT PHONE # ( )	ACCOUNT NUMBER
STREET ADDRESS	CITY	STATE	ZIP CODE
TRADE REFERENCE	CONTACT NAME	CONTACT PHONE # ( )	ACCOUNT NUMBER
STREET ADDRESS	CITY	STATE	ZIP CODE

**CERTIFICATION OF MERCHANT'S BUSINESS**

YEARS IN BUSINESS	YEARS UNDER CURRENT OWNERSHIP	BUSINESS TYPE	MCC	MO/TO %	INTERNET %
<b>TYPE OF OWNERSHIP (MANDATORY)</b>		<b>BUSINESS ENVIRONMENT (CHECK ALL THAT APPLY)</b>		<b>BUSINESS TYPE</b>	
<b>VISA/MASTER CARD STATUS</b> <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Assoc./Estates/Trusts <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Companies <input type="checkbox"/> Government <input type="checkbox"/> Tax Exempt Organization <input type="checkbox"/> Medical or Legal Corporation <input type="checkbox"/> Other		<input type="checkbox"/> Storefront <input type="checkbox"/> Office <input type="checkbox"/> Door to Door <input type="checkbox"/> Internet <input type="checkbox"/> Business to Business <input type="checkbox"/> Seminar <input type="checkbox"/> Kiosk <input type="checkbox"/> In Home <input type="checkbox"/> Trade Show/Flea Market <input type="checkbox"/> Job/Service Site <input type="checkbox"/> Other/Explain		<input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Lodging	

**ACCOUNT EXECUTIVES USE ONLY - SITE VERIFICATION**

Specifically describe the Merchant's business so it would be very clear to one who has never seen or heard of the Merchant. Be careful to include complete descriptions of the products/services the Merchant is providing.

The Merchant is open and actively conducting business with customers?  Yes  No If no, please explain:

The Merchant has a quantity and type of inventory consistent with the described business, products/services?  Yes  No If no, please explain:

The Merchant's facilities and equipment are consistent with the described business, products/services?  Yes  No If no, please explain:

- I hereby certify that I have inspected the Merchant's main business location identified in this application.
- I further certify that I have confirmed personally the identity of the person listed in the Business Ownership & Management Section of the application and have witnessed their signing of the Merchant Systems Agreement.
- I represent and warrant that the information set forth in the application is true and accurate.

ACCOUNT EXECUTIVE PRINTED NAME	ACCOUNT EXECUTIVE SIGNATURE	DATE
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## 5. EQUIPMENT AND PROCESSING SPECIFICATIONS

**SHIPPING INFORMATION** Provide site address for equipment delivery if different from Merchant Business Information in Section Two.  
If COD, shipping address **MUST** be sales office.

COMPANY		ATTN	
STREET ADDRESS		CITY	STATE
			ZIP CODE

### MERCHANT TYPE

1=Retail 2=Restaurant 3\*=Purchasing Card 4=MO/TO 5=Supermarket 6=Car Rental 7=QSR 8=Other (Please specify)

TYPE	IF MOTO, PROVIDE CUSTOMER SERVICE PHONE # ( )	*An additional form will be required for setup. NPC to provide when Merchant application received.
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### TERMINAL TELEPHONE LINE & MERCHANT TRAINING INFORMATION

TYPE OF SERVICE <input type="checkbox"/> Tone <input type="checkbox"/> Rotary	CALL WAITING ON TERM LINE? <input type="checkbox"/> Yes <input type="checkbox"/> No	ROLL OVER LINES? <input type="checkbox"/> Yes <input type="checkbox"/> No	# / #S TO GET OUTSIDE LINE	MERCHANT'S TIME ZONE <input type="checkbox"/> East <input type="checkbox"/> Mountain <input type="checkbox"/> Central <input type="checkbox"/> Pacific
NPC TO TRAIN MERCHANT? <input type="checkbox"/> Yes <input type="checkbox"/> No	PREFERRED TRAINING DAY <input type="checkbox"/> M <input type="checkbox"/> TU <input type="checkbox"/> W <input type="checkbox"/> TH <input type="checkbox"/> F	PREFERRED TRAINING TIME <input type="checkbox"/> AM <input type="checkbox"/> PM	MERCHANT'S CONTACT FOR TRAINING	CONTACT PHONE # ( )

### EQUIPMENT SPECIFICATIONS AND PROVIDER

Please provide complete specifications for merchant set up and for all equipment, regardless of provider.

LINE ITEM	PROVIDER CODE	QUANTITY	PAYMENT METHOD	EQUIPMENT TYPE	PROCESSOR CODE	APPLICATION CODE	TRACK (TRANZ130 ONLY)	AUTO CLOSE	PROVIDER CODES
<b>TERMINALS ONLY</b>									
T1							<input type="checkbox"/> 1 <input type="checkbox"/> 2	<input type="checkbox"/> Yes	NPC=National Processing Co. SOF=Sales Office BNK=Bank MER=Merchant <i>NPC only ships equipment if NPC is selected as the provider</i> PAYMENT METHOD CODES L=Lense P=Purchase N=90 Days PROCESSOR CODES NPC=National Processing Co. VSA=Visanet MAP=Mapp EHC=EHC ENV=Envoy BUY=Buypass APPLICATION CODES RET=Retail RST=Restaurant FND=Fine Dining HOT=Hotel CAV=Cash Advance QSR=Quick Service Rest.
T2							<input type="checkbox"/> 1 <input type="checkbox"/> 2	<input type="checkbox"/> Yes	
T3							<input type="checkbox"/> 1 <input type="checkbox"/> 2	<input type="checkbox"/> Yes	
<b>PRINTERS, PIN PADS, READERS, ETC.</b>									
4					THIS ITEM CONNECTS TO TERMINAL #: <input type="checkbox"/> T1 <input type="checkbox"/> T2 <input type="checkbox"/> T3				
5					THIS ITEM CONNECTS TO TERMINAL #: <input type="checkbox"/> T1 <input type="checkbox"/> T2 <input type="checkbox"/> T3				
6					THIS ITEM CONNECTS TO TERMINAL #: <input type="checkbox"/> T1 <input type="checkbox"/> T2 <input type="checkbox"/> T3				
7					THIS ITEM CONNECTS TO TERMINAL #: <input type="checkbox"/> T1 <input type="checkbox"/> T2 <input type="checkbox"/> T3				
<b>MISCELLANEOUS ITEMS FROM NPC: STACKERS, IMPRINTERS, CABLES, ETC.</b>									
8	NPC								
9	NPC								
10	NPC								
<b>THIS SECTION IS MANDATORY IF REQUESTING DEBIT CARD SERVICE</b>					<b>THIS SECTION IS MANDATORY FOR PC TERMINAL SOFTWARE</b>				
TERMINAL FUNCTIONS <input type="checkbox"/> POS	WILL MERCHANT OFFER CASH BACK? <input type="checkbox"/> Yes <input type="checkbox"/> No		AMOUNT \$	PACKAGE NAME	PUBLISHED BY	PLATFORM <input type="checkbox"/> WIN <input type="checkbox"/> DOS <input type="checkbox"/> MAC			

### OPTIONAL PRINT LINES FOR THE RECEIPT IN HEADER/FOOTER

1ST LINE OF RECEIPT HEADER (UP TO 20 CHARACTERS)	1ST LINE OF RECEIPT FOOTER (UP TO 20 CHARACTERS)
2ND LINE OF RECEIPT HEADER (UP TO 20 CHARACTERS)	2ND LINE OF RECEIPT FOOTER (UP TO 20 CHARACTERS)

## 6. SPECIAL INSTRUCTIONS



**Please Affix Photo  
Interior of Location**

**Please Affix Photo  
Exterior of Location**



**Please Affix Copy of Voided Check**



DIRECTIONS:			IDENTIFICATION:		
1. COMPLETE AND SUBMIT THIS FORM AS INSTRUCTED BY YOUR ORGANIZATION			easi PARTNER SALES REP CODE:		
2. FOR MERCHANTS WITH A SINGLE OUTLET, COMPLETE ONLY ONE FORM			easi PARTNER MERCHANT ID NUMBER:		
3. FOR MERCHANTS WITH MULTIPLE OUTLETS, PLEASE REFER TO THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM					
FOR MERCHANTS PROCESSING CREDIT CARDS OVER THE INTERNET:					
WEBSITE ADDRESS:			INTERNET DISCOUNT RATE:		
HQ/OUTLET INFORMATION:					
RETAIL DISCOUNT RATE:		MEMBERSHIP FEE:		MCC CODE:	
FRANCHISE CODE:					
TYPE OF MERCHANT FORM			IF HEADQUARTERS,		FOR MULTIPLE OUTLETS:
<input type="checkbox"/> SINGLE OUTLET <input type="checkbox"/> OUTLET REPORTING TO HQ <input type="checkbox"/> HEADQUARTERS			NUMBER OF OUTLETS:		OUTLET NUMBER _____ OF _____
BUSINESS NAME (DBA):		TYPE OF BUSINESS:		PRODUCT OR SERVICE SOLD:	
BUSINESS PHYSICAL ADDRESS:					
CITY:		ST:	ZIP:	BUSINESS PHONE NUMBER: (     )     -	
ACCOUNT INFORMATION:					
BUSINESS TYPE: <input type="checkbox"/> SOLE PROPRIETOR		AVERAGE TICKET \$:	ANNUAL BANKCARD SALES:	TYPE OF TRANSACTION:	
<input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP				IN PERSON     %    CARDS NOT PRESENT     %	
CORPORATION NAME:					
MAILING ADDRESS:			EMAIL ADDRESS:		
CITY:			ST:	ZIP:	
FEDERAL TAX ID:			PRESIDENT/OWNER'S SOC. SEC. NUMBER:		
PRESIDENT/OWNER'S NAME:					
HOME ADDRESS:					
CITY:			ST:	ZIP:	
DEPOSIT INFORMATION:					
ABA TRANSIT ROUTING NUMBER:			CHECKING ACCOUNT NUMBER:		

COMMENTS:

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FOR HQ USE ONLY - DO NOT WRITE IN THIS SPACE:	
easi PARTNER NUMBER:	DISCOVER CARD MERCHANT NUMBER:

## CARD PROCESSING AGREEMENT

This CARD PROCESSING AGREEMENT ("Agreement") is among the Merchant identified in the attached Application (which is incorporated herein and constitutes a part of this Agreement as if fully set forth herein), National City Bank of Kentucky, a national bank headquartered in Louisville, Kentucky ("Bank") and National Processing Company, LLC, an Ohio Limited Liability Company headquartered in Louisville, Kentucky ("NPC"). NPC is engaged in the business of processing and transmitting electronic data of a financial, banking or economic nature, including but not limited to card transactions. Bank is a member of Visa U.S.A., Inc. ("Visa") and MasterCard International Inc. ("MasterCard"). In this Agreement, the words "you" and "your" mean the Merchant and the words "we," "our" and "us," unless the context clearly requires otherwise, refer collectively to Bank and NPC. We may allocate our rights and obligations hereunder as between ourselves as we deem appropriate. As used in this Agreement, "the Application" means both the Application as attached to this Agreement when first executed by you and us and any supplemental versions of the Application that we and you agree upon when you open additional locations or when you otherwise request additional or different services. During the term of this Agreement and unless we otherwise specifically agree in writing, this will be a "requirements contract" which means we and you agree that we (directly or through others providing services on our behalf) will be the sole providers of all services necessary to authorize, process and settle all of your Visa and MasterCard transactions and all services specified in the Application for any other Cards specified therein, except for any Card transactions beyond the authority of a U.S. member of Visa and MasterCard.

**1. Acceptance of Cards.** You must honor any valid and applicable Visa and MasterCard cards properly tendered for use, as well as any properly tendered Electron card, without imposing any special conditions not required by any rule or regulation adopted by an Association (collectively "Association Rules"). "Association" means Visa, MasterCard, any other issuer of Cards you agree to accept as specified on the Application and, for Electron Cards, such term also includes Visa International. You may offer a "discount for cash" if you clearly disclose this as a discount from the standard price available for all other means of payment. In this Agreement, "Card" means a credit or off-line debit card bearing the service mark of Visa or MasterCard and a card issued by any of the other Card Issuers specified in the Application as being covered by this Agreement. Unless otherwise agreed in writing, "Card" does not include an "on-line" debit card, such as an Interlink or Maestro debit card, that generally requires use of the holder's personal identification number. "Card" shall also mean all international point of sale payment cards bearing one of the Electron Program Marks and governed by the Visa International Operating Regulations. You must submit any Visa, MasterCard and other card transaction drafts and records to us no later than 5 calendar days or 3 banking days (whichever is earlier) and no later than 2 business days for Electron Cards after you complete Card transactions (unless you are entitled to any special extension of these deadlines). These are outside deadlines, and faster time frames are required to qualify for incentive programs. Unless otherwise specifically provided in this Agreement or the applicable requirements of Visa or Visa International, all provisions of this Agreement applicable to Visa Cards also will apply to Electron Cards. Electron Card transactions are permitted only in face-to-face transactions when the Card and the Cardholder are present. You must process any Electron Card transactions through an electronic data capture terminal that obtains an electronic authorization response and prints a transaction receipt. You agree to check the valid date and expiration date of each Card presented. You have a zero "floor limit", which means no Card transaction, regardless of its dollar amount, may be processed without being authorized.

For all Card transactions submitted to us: (a) the transaction must represent obligations of the person to whom the Card has been issued and/or the authorized user (the "Cardholder") for the amounts in the transaction (including tax, but without any surcharge) and only for merchandise actually sold or rented or services actually rendered by you (except for any delayed delivery or advance deposit authorized by Association Rules and this Agreement) and must not involve any element of credit for any other purpose; (b) the transaction must represent a bona fide sale/rental of merchandise and/or services not previously submitted and may not represent a refinancing of any prior obligation; (c) the price charged for the transaction must not be subject to any dispute, setoff or counterclaim; and (d) you must have no knowledge or notice of any fact, circumstances or defense which would indicate that the transaction was fraudulent or not authorized by the Cardholder or which would otherwise impair the validity or collectibility of the Cardholder's obligation or relieve the Cardholder from liability for the transaction.

**2. Manuals/Instructions.** We will supply you with various manuals and instructions regarding chargebacks, terminal processing and other operational compliance matters (the "Manuals/Instructions"), and may from time to time otherwise advise you of requirements imposed by the Association Rules by providing you with relevant portions or summarizations thereof of the rules, regulations, releases, interpretations and other requirements of Visa, MasterCard and any other issuers of Cards you intend to accept as specified in the Application. You agree to follow the procedures in the Manuals/Instructions in connection with each Card transaction and to comply with any such requirements of the Association Rules. Unless the context clearly requires otherwise, references to this Agreement include the Manuals/Instructions and the Association Rule provisions that we advise you of. If there is any conflict between the terms of this Agreement and the Manuals/Instructions, the terms of this Agreement will govern, except to the extent the Manuals/Instructions specifically provides that a particular provision in it overrides any conflicting provision in this Agreement.

**3. Additional Cards.** Our sole responsibility for transactions involving Cards issued by American Express, Diners Club/Carte Blanche, NOVUS Services, Inc. (the issuer of Discover Cards and certain other cards), and JCB (each a "Card Issuer") and any other Cards specified in the Application, will be to provide the services which we have agreed to provide, as specified in the Application.

Except to the extent the Application specifies that we will provide settlement services for any of these additional Card transactions, we will provide authorization and/or processing services only, and all settlement and chargeback obligations and similar financial responsibilities arising from your transactions involving Cards other than Visa and MasterCard will be governed exclusively by your agreement with the respective Card Issuer and you must not seek authorization for or submit for processing or settlement any transactions involving Cards other than Visa and MasterCard unless you have in effect a valid Issuer Agreement with the applicable Card Issuer, except to the extent we have agreed to provide settlement services with respect to your JCB, Diners Club/Carte Blanche or Novus Card transactions. You must notify us immediately upon termination of any Issuer Agreement. Upon such termination, we will have no further obligation to provide any services to you for transactions involving the Cards covered by the terminated Issuer Agreement (except to the extent we have agreed to provide settlement services with respect to your JCB, Diners Club/Carte Blanche or Novus Card transactions). We do not warrant or bear any responsibility for any Card Issuer or for its performance of any obligations to you. If any Issuer Agreement requires a Card Issuer's consent for us to perform the services contemplated by this Agreement, you are responsible for obtaining that consent.

If the Application indicates that we will provide settlement services with respect to your Diners Club/Carte Blanche Card transactions, you will not have a separate Issuer Agreement with such Issuer; instead, we will provide you with all specified services for such Card transactions solely pursuant to this Agreement (and any provisions from the Manuals/Instructions or any updates thereto). Unless we advise you otherwise, provisions that address special industries (other than the hospitality industry) and special incentive programs will not apply to JCB, Diners Club/Carte Blanche or Novus Card transactions. In addition, the following special provisions apply (notwithstanding any contrary provision in this Agreement) to your JCB or Diners Club/Carte Blanche Card transactions to be settled by us:

(a) For Diners Club/Carte Blanche: (i) you must retain original sales records and credit records for at least 90 days after the transaction and must retain microfilm or legible copies of sales records and credit records for at least 7 years after the transaction; (ii) the contractual floor limit for Diners Club/Carte Blanche transactions will be \$0; (iii) you must not accept a Card embossed "for local use only" outside the territory in which it was issued; and (iv) you must not accept an Amoco co-branded Card unless you have a specific contractual agreement authorizing you to do so.

(b) For JCB: (i) you must retain original sales drafts and credit vouchers for at least 120 days after the transaction and must retain microfilm or legible copies of sales drafts and credit vouchers for at least 3 years after the transaction; (ii) the contractual floor limit for JCB Card transactions will be \$0; (iii) for purposes of your chargeback liability with respect to JCB Card transactions, an authorization obtained on a transaction does not override any chargeback reason which may apply to the item; (iv) if you process JCB Card transaction data electronically, your account number must be included in the JCB Card transaction data transmitted to us, in addition to the other information required to be included on each sales draft or credit voucher; (v) if you are a lodging merchant, JCB Cardholders must be allowed to cancel reservations at resort establishments until 4:00 p.m. on the scheduled arrival date; and (vi) by contracting for JCB settlement services, you authorize JCB to publish your name, address and telephone number in JCB solicitation materials.

#### 4. Special Services.

(a) **Debit Cards.** We will process "off-line" debit cards bearing the service mark of Visa or MasterCard, which are no different for you or us from Visa or MasterCard credit cards. Unless we agree otherwise in writing, we will not have any obligation to provide any services or other assistance to you for "on-line" debit cards, which generally require the use of a customer's personal identification number and bear the service mark of Interlink, Maestro or another regional or national debit card network ("Debit Networks").

(b) **Check Services.** If you want to obtain check authorization and guarantee services from any of the providers of these services identified in the Application, we can facilitate a telecommunications link with any of these entities that will permit a point-of-sale device ("POS device") used for your Card transaction to route information about your check transactions to these other entities for check services. If the Application indicates that you want to receive check services, you must contract directly with the provider of such services. Our responsibility will be limited to facilitating the telecommunications link between you and the indicated provider. If so indicated in the Application (or otherwise pursuant to this Agreement), we may charge you a fee for facilitating this telecommunications link.

**5. Settlement of Card Transactions.** All credits to the bank account(s) you designate for us to debit and credit for Card transactions and related amounts (the "Settlement Account"), as well as any other payments to you, are provisional and are subject to our final audit and checking. We may debit or credit your Settlement Account for any deficiencies and overages or may deduct such amounts from settlement funds due to you.

This Agreement is a contract whereby we are extending financial accommodations to you within the meaning of Section 365(c) of the Bankruptcy Code. We are not liable for any delays in receipt of funds or errors in debit and credit entries caused by unaffiliated third parties including but not limited to the Associations, a clearing house or your financial institution.

**6. Fees; Adjustments; Collection of Amounts Due From You.** Our fees and other charges to you for the services and any supplies we provide will be calculated pursuant to this Section and the Application or any subsequent amendment to this Agreement. We will charge you a daily fee for the services to be provided by us to you under this Agreement as stated in this Section and the Application. The discount fees shown in the Application shall be calculated based on the gross amount of all Visa and MasterCard transactions submitted to us. The fees with respect to other Card

**MERCHANT COPY - DO NOT DETACH**



(e) If this Agreement is terminated at any time other than upon expiration in accordance with Section 11 (a), we will be entitled to recover, and you will pay on demand, any and all losses (including consequential damages, loss of profits, costs, expenses and liabilities) incurred by us in connection with termination. You will be responsible for all collection and legal fees and expenses we incur in the collection of any delinquent amounts you may owe us. You also acknowledge that we will incur costs and expenses to provide certain routine services following termination of the Agreement, similar to those provided during the term of this Agreement, including processing chargebacks relating to transactions that initially occurred prior to termination, providing monthly statements to you to report any such chargebacks or other adjustments and responding to telephone calls and other inquiries. If this Agreement is not terminated prior to expiration of the Initial Term, we will provide those routine post-termination services at no additional service charge to you, but if this Agreement is terminated prior to the end of the Initial Term, you agree to pay us a deconversion fee of \$250 to cover our routine post-termination services. Whether or not we charge a deconversion fee for our services, you will remain liable for chargebacks and other adjustments as provided in Section 11(f) and for other costs, damages, losses, expenses and liabilities incurred by us in connection with an early termination of this Agreement. You authorize us to debit your Settlement Account for, or deduct from any settlement funds otherwise owed to you, the deconversion fee, plus any and all losses (including costs, expenses and liabilities) incurred by us in connection with termination. If your settlement funds or the balance in your Settlement Account is insufficient to cover the deconversion fee and all such losses, you agree to pay us such amounts immediately on receipt of invoice.

(f) After any termination of this Agreement, you will continue to bear total responsibility for any and all chargebacks, credits and adjustments resulting from transactions processed under this Agreement and all other amounts then due, or which later become due, to us under this Agreement or to either of us or any of our affiliates for any related equipment or related services (including any check guarantee or verification services). In connection with termination, we may require that an escrow/security account be established and maintained by you or on your behalf with us (or otherwise for our benefit) in an amount equal to:

(i) our reasonable estimate of your dollar volume of incoming chargebacks for a 9-month period and your credits (for returns or otherwise) for a 2-month period (which may be based on actual volume during the preceding 270 days for chargebacks and 60 days for credits or 9 times your average monthly dollar volume of incoming chargebacks and 2 times your average monthly dollar volume of credits, as determined during a recent 12-month period or any shorter term of this Agreement) or such higher amount that we deem necessary and sufficient to cover our potential liability for chargebacks and credits; plus

(ii) our reasonable estimate of all fees, charges, obligations and other amounts that may be owed to us under or in connection with this Agreement at or following termination (including all adjustments needed to reconcile any discrepancies, to reflect increased interchange fees because of failure to comply with intended rates or interchange fees, or otherwise), any and all fines assessed against you, any other fees and charges not collected by us prior to termination, and damages and other amounts due under Section 11(e) upon premature termination; plus

(iii) our reasonable estimate of all uncollected fees, charges, obligations and other amounts (including damages and other amounts due upon premature termination) payable to either of us or to any of our affiliates for related equipment or related services.

(g) Without exercising (and without waiving) our right to terminate this Agreement immediately without notice and exercise our rights and remedies, if any of the events in Section 11(b) or 11(e) occur, we may, in our sole discretion, (i) require you to establish an escrow/security account with us during the term of this Agreement equal to the same amount as set forth in Section 11(f) and/or (ii) change processing or payment terms to suspend for any reasonable period of time required credits or other payments of any and all amounts now due or to become due to you pursuant to this Agreement upon 3 days' advance written notice to you, except that no prior notice will be required in cases of fraud or similar cause. Should processing or payment terms be changed for fraud or similar cause, we will notify you in writing within 3 business days after effecting a suspension of credits or other payments, stating our reason for the belief that such fraud or similar cause exists. If you have accepted and processed fraudulent transactions, we will not be obligated to pay you for such transactions and will have full recourse against you for all such aforementioned transactions. We shall also have the right to assess fees and recover all costs associated with the investigation of any suspected fraudulent activity. We shall have no liability to you for any losses, either direct or indirect, which you may suffer as a result of any such suspension of funds disbursement or failure to pay for transactions.

(h) In connection with the termination of this Agreement or any other event entitling us to require an escrow/security account from you (and continuing thereafter until 280 days after termination), we may use any funds otherwise due to you, or we may debit your Settlement Account for funds, to establish and maintain on your behalf (or restore/supplement) the balance of your funds in an escrow/security account containing your funds equal to the amount set forth in Section 11(f). Your escrow/security funds required by Section 11 may be held in a commingled escrow/security account for the escrow/security funds of our customers, without involvement by an independent escrow agent.

(i) The requirement to maintain an escrow/security account will not limit our right to debit or withhold ongoing settlement payments for chargebacks, potential chargebacks, adjustments, fees, charges, obligations and other amounts due hereunder. Your funds in the escrow/security account may be used to settle chargebacks, adjustments, fees, charges, obligations and other amounts described in Section 11(f), whether arising before, on or after termination and whether such obligations or other amounts are liquidated, fixed, contingent, matured or unmatured, whenever there are not sufficient settlement funds due to you to cover such chargebacks, adjustments, fees or other charges or obligations. We will refund any of your unused funds remaining in such escrow/security account to you no later than 280 days after termination of this Agreement, and if we receive a written request from you within 30 days thereafter, we will provide you with an accounting of any of your funds debited or credited from or to such account. If your funds in the escrow/security account are not sufficient to cover the chargebacks, adjustments, fees, charges, obligations and other amounts due from you, or if your funds in such account have been released, you agree to promptly pay us such sums upon request.

(j) In the event you fail to establish or maintain any required escrow/security account, we may immediately terminate this Agreement and may exercise any other rights we have under this Agreement.

**12. Security Interest and Setoff Rights.** To secure your obligations to us and our affiliates under this Agreement and any other related agreements described below, you irrevocably grant to us a lien against and security interest in any funds pertaining to the transactions contemplated by this Agreement now in our possession or that may come into our possession, whether due or to become due to you, together with the proceeds thereof. Any such funds may be commingled with other funds, and need not be maintained in a separate account. In addition to any rights granted under applicable law and not by way of limitation of such rights, you authorize us at any time and from time to time, without notice or demand (any such notice and demand being expressly waived) to set off, to appropriate and to apply any and all such funds against and on account of your obligations (including damages and other amounts due under Section 11(e) upon premature termination) under or in connection with this Agreement and any other agreement with us or any of our affiliates for any related equipment or related services, whether such obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured. You agree to execute and deliver to us such instruments and documents we may reasonably request to perfect and confirm the lien, security interest and right of setoff set forth in this Agreement.

**13. Financial and Other Information.** You and your undersigned official shall provide us upon request financial statements and other information about your business and principal owner(s) and officer(s) and your compliance with the terms of this Agreement. You and your undersigned official(s) and any Guarantor(s) authorize us to obtain from third parties financial and credit information about you, your undersigned official(s) and any Guarantor(s), respectively, in connection with our determination whether to accept this Agreement and our continuing evaluation of the financial and credit status of you, your undersigned official(s) and any Guarantor(s). Upon request, you will provide to us or our representatives reasonable access to your facilities and records for the purpose of performing any inspection and/or copying of your books and/or records we deem appropriate.

You will provide us with written notice of your intent to liquidate, substantially change the basic nature of your business, transfer or sell any substantial part (25% or more) of your total assets, or change the control or ownership of your business or of any other entity that controls your business, 30 days prior to such liquidation, change, transfer or sale taking place. You will also notify us of any judgment, writ, warrant of attachment, execution or levy against any substantial part (valued at 25% or more) of your total assets not later than 3 days after you obtain knowledge of any such judgment, writ, warrant of attachment, execution or levy.

**14. Indemnification.** You agree to indemnify and hold us harmless from and against all losses, liabilities, damages and expenses (including attorneys' and collection fees and expenses) resulting from any breach of any covenant or agreement or any misrepresentation by you under this Agreement, or arising out of your or your employees' negligence or willful misconduct in connection with your Card transactions, or otherwise arising from your provision of goods and services to Cardholders. Further, you agree to indemnify and hold us harmless from and against all losses, liabilities, damages and expenses (including attorneys' and collection fees and expenses) we may incur pursuant to any Association Rule resulting from your action or inaction, including but not limited to, all losses and expenses we may incur as a result of any action you institute against any Association or Card issuer following a chargeback.

We agree to indemnify and hold you harmless from and against all losses, liabilities, damages and expenses (including reasonable attorneys' fees and expenses) resulting from any breach of any covenant or agreement or any misrepresentation by us under this Agreement or arising out of our or our employees' gross negligence or willful misconduct in connection with this Agreement.

**15. Performance of Duties.** No party will be liable for its failure to perform under this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of such party. Such causes may include but are not limited to Acts of God, fires, wars, riots, strikes, acts, omissions or delays by an Association or other unaffiliated third parties or acts of civil or military authorities.

**16. Governing Law; Miscellaneous.** This Agreement is governed by and will be construed in accordance with the laws of the Commonwealth of Kentucky, except that Section 17 shall be governed by the Federal Arbitration Act. If any part of this Agreement is not enforceable, the remaining provisions will remain valid and enforceable. In performing its obligations under this Agreement, each party agrees to comply with all laws and regulations applicable to it.

**17. Dispute Resolution and Arbitration.** If the parties disagree as to any matter governed by this Agreement, the parties shall promptly consult with one another in an effort to resolve the disagreement. If such effort is unsuccessful, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The

## DEBIT CARD AGREEMENT

1. **Services Provided.** You wish to purchase from us and we wish to sell to you certain services (the "Services") necessary for the processing and settlement of your on-line debit card transactions submitted to the debit networks, which are collectively hereinafter referred to as the "Debit Networks". You represent that you have entered into a Card Processing Agreement with NPC and National City Bank of Kentucky for the processing and settlement of credit cards and off-line debit cards. The Services provided under this agreement are not available to you unless you have entered into a Card Processing Agreement with us.

You agree that during the term of this Agreement and subject to the other provisions of this Agreement, and unless otherwise specifically agreed to in writing by us, this Agreement shall be a "requirements contract," which means that we (directly or through others) shall be the sole provider of such Services.

2. **Charges.** We shall charge the per transaction fees set forth on the attached Application for each debit transaction submitted to each Debit Network regardless of whether said transaction is approved, declined or determined invalid. You acknowledge that the aforesaid fees set forth on the attached Application are based upon Debit Network fees currently in effect and upon certain sponsorship arrangements made by us with a Debit Network Sponsor ("Sponsor") for your sponsorship needed to participate in each applicable Debit Network. You agree that should any Debit Network or Sponsor raise or lower its interchange fees or similar charges, we shall have the right to pass on the increase or decrease in such fees or charges. You agree to pay for all Debit Network or Sponsor setup fees, chargeback fees and adjustment fees including but not limited to late fees which may be imposed by Debit Networks and Sponsors. You agree to pay any taxes imposed on the Services furnished to you on the transactions under and subject to this Agreement and such taxes shall be added to the charges owed to us and shall be deducted from the settlement monies due to you in accordance with the Agreement terms. Any taxes so imposed shall be exclusive of the taxes based on our net income. We shall charge you the daily/monthly fees as set forth on the Application for the Services to be provided pursuant to this Agreement and such other fees as set forth thereon and such amounts will be payable as provided for in Section 10. Said fees may be collected hereunder in accordance with the terms and provisions of this Section and Section 10. We may require you to pay handling fees for any supplies we provide and, if applicable, an overnight shipping fee of \$25.00, or NPC's then current rate for overnight shipping.

3. **Acceptance of Cards.** You will honor any valid on-line debit card properly tendered for use for on-line point-of-sale debit transactions for the Debit Networks. You shall not engage in acceptance practices or procedures that discriminate against, or discourage the use of, any debit card in favor of any other competing card brand that is also accepted. You shall not complete any point-of-sale on-line debit transaction that has not been authorized. You may store and forward data for later authorization if permitted by the applicable Debit Network within the time frames and in accordance with the rules and procedures established by such Debit Network. You shall display the applicable Debit Network program marks or signs or decals at or near the point-of-sale devices to inform the public that certain debit cards will be honored by you and shall not indicate, directly or indirectly, that any Debit Network endorses any goods or services other than its own services. No right, title or interest in or to the program marks has been transferred or is being transferred in this Agreement, except the non-exclusive right to use the program marks as provided in this Agreement. You shall promptly cease all use of a program's marks upon termination of your participation in the applicable Debit Network.

4. **Access to the Service.** Upon this Agreement becoming effective as provided in Section 15, we shall make the Services selected by you operational and available to you upon a mutually agreed upon implementation plan. You agree to cooperate with us and provide us with all necessary information and assistance required for us to successfully make the Services operational and available to you.

5. **Availability of Terminals.** You shall take all reasonable steps necessary to ensure that all point-of-sale devices and PIN (personal identification number) pads shall be available for use by the cardholders of each Debit Network to which you are being provided access for the cardholders' on-line debit card transactions and you shall ensure that such devices and PIN pads function in a reliable manner.

### 6. **Systems Data and Confidentiality.**

- a) **NPC Systems.** All NPC Systems are and will remain the exclusive property of NPC or licensors of such NPC Systems, as applicable, and, except as expressly provided in this Agreement, you shall have no ownership interest or other rights in any NPC System. You acknowledge that the NPC Systems include our proprietary information and agree to keep the NPC Systems confidential at all times. Upon the expiration or termination of this Agreement you will return all copies of all manuals or other items relating to the NPC Systems which are in your possession and certify to us in writing that you have retained no material relating to the NPC Systems. You agree that upon termination of this Agreement you will reverse-engineer or disassemble or decompile or destroy the NPC Off-line conversion capability that resides in your system and agree not to use NPC's Off-line conversion capability with any other processor. You acknowledge that such capability is proprietary and unique to NPC and is considered confidential under this Agreement.
- b) **MERCHANT Information.** Information relating to you or your clients' contained in your data files is your exclusive property and we will only be the custodian of that information. We agree to hold in confidence all your and your clients' proprietary information provided to us. However, upon the request of any appropriate federal or state regulatory authority with jurisdiction over your business and after we have, when reasonably possible, notified you of such request, we will allow such authority access to all your records and other information in our possession and provide any related assistance that is required. Promptly after the termination or expiration of this Agreement and the payment to us of all sums due and owing, including without limitation any amounts due under Termination Provisions, we will, at your request and expense, return to you all of your information, data and files in our then standard format and media.
- c) **Confidentiality.** Except as otherwise provided in this Agreement, we and you each agree that all information communicated to one by the other or the other's affiliates, whether before or after the effective date, will be received in strict confidence, will be used only for purposes of this Agreement, and except for the requirements of Section 6(b), will not be disclosed by the recipient party, its agents, subcontractors or employees without the prior written consent of the other party. Each party agrees to take all reasonable precautions to prevent the disclosure to outside parties of such information, including, without limitation, the terms of this Agreement, except as required by legal, accounting or regulatory requirements beyond the reasonable control of the recipient party. The provisions of this Section will survive the expiration or termination of this Agreement.
- d) **Trade Secrets.** You acknowledge that the electronic funds transfer system operated by each Debit Network or its provider and all technical and operational data, specifications, marketing materials and manuals, including the Debit Network Rules as defined in Section 9 and any other information regarding such system, are proprietary to the Debit Network and/or its provider and have been developed as trade secrets at the Debit Network and/or its provider's expense. Except as provided in the following sentence, you will hold and use such property in strict confidence and as trade secrets and will not copy, sell, transfer, sublicense, assign, distribute or disclose such property or any part or parts of it in any form, to any individual, firm, corporation or other entity, nor permit any of your employees, agents, or representatives to do so either voluntarily or by operation of law without the prior written consent of NPC and the Debit Network. Internal dissemination of proprietary information by you shall be limited to your agents or employees whose duties justify the need to know such information and then only on the basis of a clear understanding by such agents or employees of their obligation to maintain the trade secret or confidential status of such proprietary information solely to the use permitted to you. You shall be responsible for the actions of your agents and employees within the scope of their employment with respect to such proprietary information. If you or any of your employees, agents or representatives shall attempt to use or dispose of any such property in a manner other than as expressly permitted under the applicable Debit Network Rules, you agree that the Debit Network and its provider shall have the right to injunctive relief enjoining such use, disposition, attempted use or disposition, it being acknowledged that legal remedies are inadequate to protect the Debit Network and its provider.

7. **Availability of Services.** We will use reasonable efforts to cause the Services to be available to you 24 hours a day, 7 days a week, subject to scheduled maintenance and scheduled downtime.

8. **Use of Services.** You assume exclusive responsibility for the consequences of any oral or written instructions you may give to us, for your failure to properly access the Services in the manner prescribed by us, and for your failure to supply accurate input information. You shall be responsible for auditing, balancing, verifying and reconciling any out-of-balance condition, and for notifying us of any errors in the foregoing after receipt of the applicable report from us. You will reject all incorrect reports or output within two (2) Business Days after receipt of daily reports or output, within five (5) Business Days after receipt of annual, quarterly or monthly reports or output, and within three (3) Business Days after receipt of all other reports or output. You will be responsible for the quality and accuracy of all data provided to us. We may, at our option, return to you for correction before processing any data submitted by you which is incorrect, illegible or otherwise not in proper form. If you do not provide your data to us in accordance with our specified format and schedule, we will use reasonable efforts to reschedule and process the data.

You will comply with all operating instructions which are issued by us from time to time. Except as otherwise provided in this Agreement, you will be responsible for the supervision, management and control of your use of the NPC Systems, including without limitation (1) implementing sufficient procedures to satisfy your requirements for the security and accuracy of the input you provide, and (2) implementing reasonable procedures to verify reports and other output from us within the time frames specified here in above. You agree that you will use the Services in accordance with such reasonable rules as may be established by us from time to time as set forth in any materials furnished by us to you. You agree that, except as otherwise contemplated herein or otherwise permitted by us, you will use the Services only for your own internal and proper business purposes and will not resell, directly or indirectly, any of the Services or any portion thereof to any third party.

9. **Access to Debit Networks.** You shall sign appropriate agreements with each applicable Debit Network and/or Sponsor and agree to comply with the rules, regulations, procedures and other membership duties and obligations of the Debit Networks (the "Debit Network Rules") as from time to time in effect, which are applicable to you. Any penalties incurred by us or you for your failure to comply with Debit Network Rules will be your responsibility. We may, upon receipt of verbal or written instructions from any Debit Network or Sponsor to which we are providing access hereunder, immediately cease to provide to you, including your clients, access to such Debit Network. We shall use reasonable efforts to promptly notify you of such interruption in Debit Network access.

10. **Settlement of Debit Card Transactions.** After receiving the applicable settlement files from the applicable Debit Network, we will transfer settlement funds to you with respect to your on-line debit card transactions processed by us by initiating a transfer of applicable settlement funds received from the Debit Networks through the Automated Clearing House ("ACH") to your Settlement Account (defined below); this will generally occur the second banking day after we process the applicable transactions. You will designate an account at a depository institution within the United States of America as the account to be debited and credited for card transactions, fees and chargebacks (the "Settlement Account"). All settlements to you for on-line debit card transactions will be based upon gross sales, less credits/refunds, adjustments, per transaction fees when due, chargebacks, and any other amounts then due from you to us. All deposits to your Settlement Account or other payments to you are subject to NPC's final audit and checking, and you agree that NPC, upon notice to you, may charge or credit your account for any deficiencies and overages or may deduct such amounts from settlement funds due to you.

We shall not have any responsibility to settle your transactions involving Cards other than on-line debit cards under this Agreement. We will not be liable for any delays in receipt of funds, failure to receive funds, or errors in debit and credit entries caused by third parties including but not limited to the Debit Networks or your financial institution. In the event there are insufficient funds in your Settlement Account to pay any monies owed to us, you agree to immediately reimburse us for these monies upon demand, or at our option, we may deduct monies owed from any settlements due to you.

11. **Chargebacks/Adjustments.** You specifically agree that we may charge back to you any transaction amount (commonly referred to as a "chargeback") for the reasons stated and within the time frames permitted by the then current Debit Network Rules or pursuant to applicable law. You agree that we may also chargeback any other transaction amount which is settled by us pursuant to this Agreement if such chargeback/adjustment is permissible under the applicable Debit Network Rules in effect at the time of or subsequent to the execution of this Agreement.

12. **Laws and Governmental Regulations.** Each party to this Agreement shall comply with all applicable laws and governmental regulations in the performance of its respective responsibilities and obligations hereunder. If providing any of the Services to you hereunder violates, or in our reasonable opinion is likely to violate, any applicable laws or governmental regulations, or should we receive instructions from a governmental agency having

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- f) Waiver. A waiver by either of the parties of any of the covenants, conditions, or agreements to be performed by the other or any breach thereof will not be construed to be a waiver of any succeeding breach or of any other covenant, condition or agreement contained in this Agreement.
18. **Termination by Debit Networks.** The parties acknowledge that the Debit Network Rules give the Debit Networks certain rights to terminate or limit this Agreement with respect to transactions involving on-line debit cards.
19. **Entire Agreement.** This Agreement, the Application and all attached Schedules constitute the entire agreement between you and us with respect to the subject matter of this Agreement. There are no understandings or agreements relative to this Agreement which are not fully expressed herein and no change, waiver of discharge of this Agreement will be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced. This Agreement may be amended only by an amendment in writing, signed by the parties.
20. **Signature: General Provisions.** Your signature on the Application attached to this Agreement and the Card Processing Agreement that is related to this Debit Card Agreement also serves as the signature for this Debit Card Agreement.
21. **Dispute Resolution and Arbitration.** If the parties disagree as to any matter governed by this Agreement, the parties shall promptly consult with one another in an effort to resolve the disagreement. If such effort is unsuccessful, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of The American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall have the right to render equitable, as well as other, awards and relief. The parties agree that the underlying agreement between the parties involves interstate commerce, and that, notwithstanding any choice of law provisions in Section 12 of this Agreement, any arbitration hereunder shall be governed by the Federal Arbitration Act.

## EQUIPMENT AGREEMENT

This Equipment Agreement ("Agreement") is being entered into by and between National Processing Company, LLC. ("NPC"), an Ohio Limited Liability Company and the Merchant identified on the attached Application (which is incorporated herein and constitutes a part of this Agreement as if fully set forth herein and which is hereafter referred to as the "Application"). In this Agreement, the words "you" and "your" mean the Merchant and the word "we", "our" and "us" refer to NPC. This Agreement governs the sale of certain terminals, printers, and other equipment identified in the Application (the "Equipment"). All references to the Application in this Agreement mean both the Application attached to this Agreement when it is first executed by you and us and any supplemental versions of the Application mutually agreed upon when you open additional locations or when you otherwise request additional or different equipment. **THE EQUIPMENT IS NOT BEING SOLD TO YOU FOR HOME OR PERSONAL USE.** In this Agreement, Equipment refers to any electronic terminal, electronic printer or other electronic peripheral equipment identified on the Application.

Whereas: Option 1: You desire to purchase certain Equipment directly from us in consideration of the payment of a purchase price by you to us; or

Whereas: Option 2: You desire to purchase certain Equipment through a person or persons other than us who have procured said Equipment from us, payment for which shall be made by you to said other person or persons.

### 1. Applicability of Agreement Terms

In the event of Option 1 above, you and we agree that all terms and conditions of this Agreement shall apply.

In the event of Option 2 above, you and we agree that only the terms and conditions set forth in Sections 3, 5, 9, 10-13, and 16-20 of this Agreement shall apply.

2. **Purchased Equipment; Supplies.** We will sell to you, and you will buy from us the Equipment identified in the Equipment Schedule as being purchased by you (the "Purchased Equipment"), free and clear of all liens and encumbrances (subject to Section 7), except that any "Software" (as defined in Section 8 below) will not be sold to you outright but instead will be provided to you pursuant to, and subject to the conditions of Section 8 hereof. We will also sell to you and you will buy from us the supplies identified in the Application as requested by you from time to time.

3. **Site Preparation.** You will prepare the installation site or sites for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site or sites available to us by the confirmed shipping date.

### 4. Payment of Amounts Due.

(a) The purchase price specified in the Application for purchased equipment and supplies, if applicable, shall be due and payable upon execution of this Agreement. Such purchase price will be paid by you to NPC prior to shipping of the equipment and supplies. All such payments shall be made: (1) in a lump sum or in certain installments and (2) by check or by debit to the Settlement Account (defined below) through the ACH, in each case, as specified on the Application. In the event you do not specify payment timing or method, payment shall be made in a lump sum via ACH debit to the Settlement Account. We will also provide you the supplies identified in the Application, as requested by you from time to time. You shall pay the purchase price for such supplies, including all applicable taxes prior to delivery of the supplies or at our option such amounts will be collected by invoice or by debits or deductions pursuant to this Section 4. You hereby authorize us to collect all amounts due from you under this Agreement by initiating our debit entries for such amounts to your account designated pursuant to the Card Processing Agreement to be debited and credited for amounts due from and to you under the Card Processing Agreement (the "Settlement Account") or by deducting (or causing National City Bank of Kentucky to deduct) such amounts from settlement amounts due to you under the Card Processing Agreement. All authorizations and other provisions in your Card Processing Agreement regarding the debiting and crediting of your Settlement Account apply with equal force with respect to amounts due to or from you under this Agreement. This authority will remain in full force and effect until we have given written notice to your bank where your Settlement Account is maintained that all monies due from you under this Agreement have been paid in full.

If you shall make any payment hereunder by check and such check shall be returned for non-sufficient funds, or if you shall make any payment hereunder by debit to the Settlement Account and funds in the Settlement Account are inadequate, you agree to reimburse NPC immediately for any account shortfall that occurs as a result thereof together with our then current fee for handling such shortfall. Should you fail to deposit sufficient funds to cover the shortfall in toto within forty eight (48) hours of notice of such shortfall, you shall then owe to and be charged by us a late charge of 1.5% of the amount past due. Any deposits made to the Settlement Account shall be applied first to late charges, then to processing charges and then to Equipment charges.

(b) In addition, you shall pay, or reimburse us for, amounts equal to any applicable taxes or assessments, however designated, levied or based on such charges, or on this Agreement or the Equipment and related supplies or any services, use or activities hereunder.

(c) As indicated in the Application, separate charges apply for Equipment supplies.

### 5. Use of Equipment.

(a) You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer and in connection with the services provided under your Card Processing Agreement. You shall not use the Equipment, or permit the Equipment to be used, in any manner or for any purpose for which the Equipment is not designed or reasonably suited.

(b) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all legally required permits for the Equipment.

(c) After delivery of the equipment any loss, destruction, theft of or damage to the Equipment which occurs thereafter shall not relieve you from your obligation to pay the full purchase price payable hereunder.

(d) You shall not move the Equipment from the installation location set forth in the Application for any reason or use whatsoever without our prior written consent.

(e) Notwithstanding anything in this Agreement to the contrary, you shall be solely responsible for properly maintaining all Equipment and meeting all technical standards required by this Agreement. You shall at all times insure that all point-of-sale Equipment shall display, print and report your name, city, state and the transaction date on all transaction receipts, as penalties may be assessed against you for transactions that are inaccurately transcribed.

### 6. Ownership & Protection of Equipment

During the period of time when any charges, taxes or fees for or on Equipment shall be due us, and until such time as all charges, taxes and fees due shall have been received by us, it is expressly understood and agreed by you that: (1) the Equipment is, and shall at all times during such period remain, our property, and you shall have no ownership rights or interests in such Equipment; (2) you shall not directly or indirectly create or permit to exist, and will promptly and at your own expense discharge, any lien, charge or encumbrance on the Equipment; (3) you shall not alter the Equipment in any manner whatsoever; (4) you shall maintain the Equipment at your expense in the same condition in which it was delivered to you, ordinary wear and tear excepted; and (5) in the event of any loss, theft, damage or destruction of the Equipment from any cause whatsoever, you shall notify us immediately of such condition and we, in our sole discretion, shall determine the extent of loss and the cost of repair and/or replacement, and you shall bear the entire risk and promptly pay the cost of such repair and/or replacement.

7. **Security Interest; Financing Statements.** You hereby grant to us a security interest in all Purchased Equipment and the related Software to secure payment of the purchase price thereof in accordance with the Uniform Commercial Code.

8. **Software License.** Anything in this Agreement to the contrary notwithstanding, we retain all ownership and copyright interest in and to all software, computer programs, related documentation, technology, know how and processes embodied in or provided in connection with the Equipment (collectively, "Software"), and you shall have only a nonexclusive license to use the Software in the operation of the Equipment. You shall not reverse engineer, disassemble or decompile the Software. You shall not give any third party access to the Software without our prior written consent. Your obligations under this Section 8 shall survive the termination of this Agreement.

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**7. MERCHANT SERVICES AND RELATED FEES**

AMERICAN EXPRESS INFORMATION This section MUST BE COMPLETED if Merchant is requesting American Express.		CHECK THE BOX FOR EACH REQUESTED SERVICE	DISCOUNT RATE (%)	INQUIRY FEE(S) PER ITEM	SPLIT DIAL	IS SERVICE CURRENTLY ESTABLISHED? IF YES, PROVIDE ACCOUNT NUMBER.
EST. ANNUAL AMEX VOLUME \$	EST. AVERAGE AMEX TICKET \$	<input type="checkbox"/> MasterCard †	(%) \$			N/A
		<input type="checkbox"/> Visa †	(%) \$			N/A
PAY FREQUENCY (DAYS) <input type="checkbox"/> 3 <input type="checkbox"/> 15 <input type="checkbox"/> 30		<input type="checkbox"/> Diners/Carte Blanche	(%) \$			
		<input type="checkbox"/> American Express	(%) \$		<input type="checkbox"/> YES	
<input type="checkbox"/> FLAT FEE (\$5.00 monthly)		<input type="checkbox"/> Discover	\$			
OR		<input type="checkbox"/> J C B	\$			
<input type="checkbox"/> GROSS PAY (monthly or daily)		<input type="checkbox"/> Check Service Please Identify	\$		<input type="checkbox"/> YES	
FRANCHISE CAP #		<input type="checkbox"/> Debit	(%) \$			
FRANCHISE NAME		<input type="checkbox"/> Other Service	\$		<input type="checkbox"/> YES	
		<input type="checkbox"/> Other Service	\$		<input type="checkbox"/> YES	

Purchasing Card\*  Yes  No  
 \* To receive the most optimal processing fee available. Purchasing Card transactions require additional data elements to be entered at the point of sale. By indicating "Yes" above, you will receive additional information required for Purchasing Card transactions.

**8. PERIODIC SERVICE FEES AND SERVICE OPTIONS**

MONTHLY MINIMUM	MONTHLY STATEMENT FEE (PER STATEMENT)	BANKCARD CHARGEBACK FEE (PER C/B)	APPLICATION FEE (NON-REFUNDABLE)
VOICE AUTHORIZATION FEE	CHECK SERVICE SET UP	MONTHLY DEBIT ACCESS FEE	RETRIEVAL FEE
PIN PAD ENCRYPTION FEE	REPROGRAM FEE	INTERNET SET UP FEE	ANNUAL FEE
INTERNET MONTHLY FEE	ANNUAL LICENSE FEE	TRAINING FEE	SMALL BUSINESS ADVANTAGE
MONTHLY WIRELESS FEE	INTERLINK FEE	OTHER	OTHER
† POSSIBLE VISA/MC FEE ADJUSTMENTS EXPLAINED IN SECTION 6 OF CARD PROCESSING AGREEMENT.		DISCOUNT ASSESSED <input type="checkbox"/> Daily <input type="checkbox"/> Monthly Additional surcharge for monthly discount _____ %	

To the extent the Automated Clearing House (ACH) settlement process is used by us to effect debits or credits to your Settlement Account for the services elected by you on the Application, you hereby agree to be bound by the terms of the operating rules of the National Automated Clearing House Association, as in effect from time to time. You hereby authorize us to initiate credit and debit entries and adjustments to your account through the ACH settlement process and/or through direct instruction to (or such other arrangements as we deem appropriate with) the financial institution where your Settlement Account is maintained for amounts due to or from you under this Agreement and under any agreements with us or our affiliates (or any related equipment and related services, as well as for any credit entries in error. You hereby authorize the financial institution named in this Application (or such other financial institution where your Settlement Account is maintained) to effect all such debits and credits to your account. This authority will remain in full force and effect until we have given written notice to the financial institution named in the Application (or such other financial institution where your Settlement Account is maintained) that all monies due from you under this Agreement and under any agreements with us or our affiliates for any related equipment or related services have been paid in full. You agree to pay us a twenty-five dollar (\$25.00) handling fee, or our then current rate, for administrative services such as changing your Settlement Account information or processing returned ACH items. You are solely liable for all fees and all overdrafts, regardless of cause. Non-payment of fees, charges and payments due shall subject you to termination of the Agreement and/or security and credit reporting.

Entire Agreement, Etc. The Card Processing Agreement plus the Debit Agreement, if this Application indicates that you are obtaining on-line debit card transaction services, plus the Equipment Agreement, if this Application indicates that you are obtaining, directly or indirectly, any terminals or printers from NPC (the "Agreements"), the Manual Instructions and the application constitute the entire agreement between the parties with respect to the subject matter, supersede any prior agreements and understandings and except as provided in Section 16 of the Card Processing Agreement and Section 17(d) of the Debit Card Agreement, if applicable, can be changed only by a written agreement. The term of the Agreements is thirty-six (36) months. You acknowledge and agree that: (a) no manual changes have been made to the printed terms of the Agreements, (b) if it becomes necessary for us to establish the terms of any Agreement, we may do so by producing a copy of this Application and a copy of our applicable standard form of such Agreement and (c) such copy of this Application with a copy of the standard form will constitute an original of the applicable agreement.

YOU REPRESENT THAT ANY EQUIPMENT USED BY YOU IN CONNECTION WITH THIS AGREEMENT WAS CHOSEN BY YOU BASED ON YOUR OWN ANALYSIS AND EVALUATION AND YOU EXPRESSLY DISCLAIM ANY RELIANCE UPON STATEMENTS OR REPRESENTATIONS BY US OR OTHERS. WE ARE NOT LIABLE FOR ANY REPRESENTATIONS OF ANY SALES REPRESENTATIVE REGARDING THE FUNCTIONALITY, OPERABILITY, COMPATIBILITY, ETC. OF THE EQUIPMENT. NO REPRESENTATION OR PROMISE HAS BEEN MADE TO YOU RESPECTING ANY TERM OR CONDITION OF ANY SERVICE OR GOOD, EXCEPT AS IS EXPRESSED IN WRITING HEREIN.

Any individual who separately signs this Application as a Guarantor acknowledges that he or she is a principal owner of your business and will benefit from the services and financial accommodation we provide to your business. In order to induce us to enter into the attached Agreement any individual signing as a Guarantor hereby personally guarantees your obligations (including all payment and indemnity obligations) contained in the attached Agreements and any other agreement with us or any of our affiliates for any related equipment or related services (including any check, guarantee or check verification services). If there is more than one Guarantor, each such Guarantor will be jointly and severally liable. We may proceed against any Guarantor with or without joining you or a Cardholder and without first or contemporaneously proceeding against or seeking to collect from any other such persons. Merchant and each of Merchant's authorized signers below hereby certify that all statements and information provided herein are true to the best of each such party's knowledge.

If American Express services are requested under this Agreement, the Undersigned represents that he or she reviewed and agrees to the terms and conditions of the American Express® Card Acceptance Agreement. Additionally, he or she agrees that all representations and agreements found above shall be deemed to have been made for the benefit of, and may be enforced by, American Express Travel Related Services Company, Inc. (also referred to herein as "Amex") as well as NPC and Bank; and that American Express may use all information (including but not limited to consumer reports) referred to herein.

The undersigned further unconditionally authorizes NPC or its duly appointed agents to investigate the references, statements, and other data contained herein and to obtain additional information from credit bureaus and other lawful sources, including persons and companies named in this Application. The undersigned further authorizes NPC to provide all such information, whether independently obtained by NPC or provided by Merchant, to any vendor of NPC connected to the provision of services to Merchant, upon appropriate request from such Vendor.

The undersigned acknowledges and agrees that his/her signature or a facsimile copy of his/her signature may be used in lieu of an original signature, and an Application with a facsimile copy of his/her signature may be considered the original executed application by the Courts. The undersigned further agrees to forward to NPC the original signed Application.

IN WITNESS WHEREOF, the parties have caused the applicable Agreements to be executed by their duly authorized officers and each undersigned Guarantor confirms his/her agreement set forth above.

"MERCHANT" (PLEASE PRINT OR TYPE)

BY (SIGNATURE) \_\_\_\_\_ DATE \_\_\_\_\_

X

NAME (PLEASE PRINT OR TYPE) \_\_\_\_\_

TITLE \_\_\_\_\_

Guarantor

BY (SIGNATURE) \_\_\_\_\_ DATE \_\_\_\_\_

X

NAME (PLEASE PRINT OR TYPE) \_\_\_\_\_

National Processing Company, LLC. ("NPC")

BY (SIGNATURE) \_\_\_\_\_ DATE \_\_\_\_\_

NAME (PLEASE PRINT OR TYPE) \_\_\_\_\_

TITLE \_\_\_\_\_

National City Bank of Kentucky ("NCB")

BY (SIGNATURE) \_\_\_\_\_ DATE \_\_\_\_\_

NAME (PLEASE PRINT OR TYPE) \_\_\_\_\_

TITLE \_\_\_\_\_

## 7. MERCHANT SERVICES AND RELATED FEES

AMERICAN EXPRESS INFORMATION This section MUST BE COMPLETED if Merchant is requesting American Express.		CHECK THE BOX FOR EACH REQUESTED SERVICE	DISCOUNT RATE (%)	INQUIRY FEE(S) PER ITEM	SPLIT DIAL	IS SERVICE CURRENTLY ESTABLISHED? IF YES, PROVIDE ACCOUNT NUMBER.
EST. ANNUAL AMEX VOLUME \$	EST. AVERAGE AMEX TICKET \$	<input type="checkbox"/> MasterCard †	(%)	\$		N/A
		<input type="checkbox"/> Visa †	(%)	\$		N/A
PAY FREQUENCY (DAYS) <input type="checkbox"/> 3 <input type="checkbox"/> 15 <input type="checkbox"/> 30		<input type="checkbox"/> Diners/Carte Blanche	(%)	\$		
		<input type="checkbox"/> American Express	(%)	\$	<input type="checkbox"/> YES	
<input type="checkbox"/> FLAT FEE (\$5.00 monthly)		<input type="checkbox"/> Discover		\$		
OR		<input type="checkbox"/> J C B		\$		
<input type="checkbox"/> GROSS PAY (monthly or daily)		<input type="checkbox"/> Check Service Please Identify		\$	<input type="checkbox"/> YES	
FRANCHISE CAP #		<input type="checkbox"/> Debit	(%)	\$		
FRANCHISE NAME		<input type="checkbox"/> Other Service		\$	<input type="checkbox"/> YES	
		<input type="checkbox"/> Other Service		\$	<input type="checkbox"/> YES	

Purchasing Card\*  Yes  No  
 \* To receive the most optimal processing fee available. Purchasing Card transactions require additional data elements to be entered at the point of sale. By indicating "Yes" above, you will receive additional information required for Purchasing Card transactions.

## 8. PERIODIC SERVICE FEES AND SERVICE OPTIONS

MONTHLY MINIMUM	MONTHLY STATEMENT FEE (PER STATEMENT)	BANKCARD CHARGEBACK FEE (PER C/B)	APPLICATION FEE (NON-REFUNDABLE)
VOICE AUTHORIZATION FEE	CHECK SERVICE SET UP	MONTHLY DEBIT ACCESS FEE	RETRIEVAL FEE
PIN PAD ENCRYPTION FEE	REPROGRAM FEE	INTERNET SET UP FEE	ANNUAL FEE
INTERNET MONTHLY FEE	ANNUAL LICENSE FEE	TRAINING FEE	SMALL BUSINESS ADVANTAGE
MONTHLY WIRELESS FEE	INTERLINK FEE	OTHER	OTHER

† POSSIBLE VISA/MC FEE ADJUSTMENTS EXPLAINED IN SECTION 6 OF CARD PROCESSING AGREEMENT.	DISCOUNT ASSESSED <input type="checkbox"/> Daily <input type="checkbox"/> Monthly Additional surcharge for monthly discount _____ %
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To the extent the Automated Clearing House (ACH) settlement process is used by us to effect debits or credits to your Settlement Account for the services elected by you on the Application, you hereby agree to be bound by the terms of the operating rules of the National Automated Clearing House Association, as in effect from time to time. You hereby authorize us to initiate credit and debit entries and adjustments to your account through the ACH settlement process and/or through direct instruction to (or such other arrangements as we deem appropriate with) the financial institution where your Settlement Account is maintained for amounts due to or from you under this Agreement and under any agreements with us or our affiliates for any related equipment and related services, as well as for any credit entries in error. You hereby authorize the financial institution named in this Application for such other financial institution where your Settlement Account is maintained to effect all such debits and credits to your account. This authority will remain in full force and effect until we have given written notice to the financial institution named in the Application for such other financial institution where your Settlement Account is maintained that all monies due from you under this Agreement and under any agreements with us or our affiliates for any related equipment or related services have been paid in full. You agree to pay us a twenty-five dollar (\$25.00) handling fee, or our then current rate, for administrative services such as changing your Settlement Account information or processing returned ACH items. You are solely liable for all fees and all overdrafts, regardless of cause. Non-payment of fees, charges and payments due shall subject you to termination of the Agreement and/or security and credit reporting.

Entire Agreement, Etc. The Card Processing Agreement, plus the Debit Agreement, if this Application indicates that you are obtaining on-line debit card transaction services; plus the Equipment Agreement, if this Application indicates that you are obtaining, directly or indirectly, any terminals or printers from NPC (the "Agreements"), the Manuals/Instructions and the application constitute the entire agreement between the parties with respect to the subject matter, supersede any prior agreements and understandings and except as provided in Section 18 of the Card Processing Agreement and Section 17(d) of the Debit Card Agreement, if applicable, can be changed only by a written agreement. The term of the Agreements is thirty-six (36) months. You acknowledge and agree that: (a) no manual changes have been made to the printed terms of the Agreements, (b) if it becomes necessary for us to establish the terms of any Agreement, we may do so by producing a copy of this Application and a copy of our applicable standard form of such Agreement and (c) such copy of this Application with a copy of the standard form will constitute an original of the applicable agreement.

YOU REPRESENT THAT ANY EQUIPMENT USED BY YOU IN CONNECTION WITH THIS AGREEMENT WAS CHOSEN BY YOU BASED ON YOUR OWN ANALYSIS AND EVALUATION AND YOU EXPRESSLY DISCLAIM ANY RELIANCE UPON STATEMENTS OR REPRESENTATIONS BY US OR OTHERS. WE ARE NOT LIABLE FOR ANY REPRESENTATIONS OF ANY SALES REPRESENTATIVE REGARDING THE FUNCTIONALITY, OPERABILITY, COMPATIBILITY, ETC. OF THE EQUIPMENT. NO REPRESENTATION OR PROMISE HAS BEEN MADE TO YOU RESPECTING ANY TERM OR CONDITION OF ANY SERVICE OR GOOD, EXCEPT AS IS EXPRESSED IN WRITING HEREIN.

Any individual who separately signs this Application as a Guarantor acknowledges that he or she is a principal owner of your business and will benefit from the services and financial accommodation we provide to your business. In order to induce us to enter into the attached Agreement any individual signing as a Guarantor hereby personally guarantees your obligations (including all payment and indemnity obligations) contained in the attached Agreements and any other agreement with us or any of our affiliates for any related equipment or related services (including any check guarantee or check verification service). If there is more than one Guarantor, each such Guarantor will be jointly and severally liable. We may proceed against any Guarantor with or without joining you or a Cardholder and without first or contemporaneously proceeding against or seeking to collect from any other such persons. Merchant and each of Merchant's authorized signers below hereby certify that all statements and information provided herein are true to the best of each such party's knowledge.

If American Express services are requested under this Agreement, the Undersigned represents that he or she reviewed and agrees to the terms and conditions of the American Express® Card Acceptance Agreement. Additionally, he or she agrees that all representations and agreements found above shall be deemed to have been made for the benefit of, and may be enforced by, American Express Travel Related Services Company, Inc. (also referred to herein as "Amex") as well as NPC and Bank and that American Express may use all information (including but not limited to consumer reports) referred to herein.

The undersigned further unconditionally authorizes NPC or its duly appointed agents to investigate the references, statements, and other data contained herein and to obtain additional information from credit bureaus and other lawful sources, including persons and companies named in this Application. The undersigned further authorizes NPC to provide all such information, whether independently obtained by NPC or provided by Merchant, to any vendor of NPC connected to the provision of services to Merchant, upon appropriate request from such Vendor.

The undersigned acknowledges and agrees that his/her signature or a facsimile copy of his/her signature may be used in lieu of an original signature, and an Application with a facsimile copy of his/her signature may be considered the original executed application by the Courts. The undersigned further agrees to forward to NPC the original signed Application.

IN WITNESS WHEREOF, the parties have caused the applicable Agreements to be executed by their duly authorized officers and each undersigned Guarantor confirms his/her agreement set forth above.

"MERCHANT" (PLEASE PRINT OR TYPE)	
BY (SIGNATURE) <b>X</b>	DATE
NAME (PLEASE PRINT OR TYPE)	
TITLE	

**Guarantor**

BY (SIGNATURE) <b>X</b>	DATE
NAME (PLEASE PRINT OR TYPE)	

**National Processing Company, LLC. ("NPC")**

BY (SIGNATURE)	DATE
NAME (PLEASE PRINT OR TYPE)	
TITLE	

**National City Bank of Kentucky ("NCB")**

BY (SIGNATURE)	DATE
NAME (PLEASE PRINT OR TYPE)	
TITLE	

