

AMENDMENT TO MERCHANT AGREEMENT

THIS AMENDMENT TO MERCHANT AGREEMENT (this “Amendment”) is entered into by and between National Processing Company (“NPC”), First National Bank of Omaha (“FNBO”), the assignor listed below (“Assignor”) and the merchant listed below (“Merchant/Assignee”), effective on the date executed by a duly authorized representative of NPC.

Assignor’s Former Legal Name: _____

Assignor’s Former D/B/A Name: _____

Business Type: Sole Proprietorship Corporation Limited Liability Company Partnership

MID: _____

Assignor’s Former Fed Tax ID: _____

Merchant/Assignee’s New Legal Name: _____

Merchant/Assignee’s New D/B/A Name: _____

Business Type: Sole Proprietorship Corporation Limited Liability Company Partnership

MID: _____

Merchant/Assignee’s New Fed Tax ID#: _____

Whereas, NPC, FNBO and Assignor previously entered into a Merchant Processing Agreement or a Merchant Services Agreement (as amended from time to time, the “Merchant Agreement”) under which NPC and FNBO provide services relating to the processing of electronic payment transactions and Assignor pays certain fees in connection therewith.

Whereas, Assignor has undergone a change in its legal entity resulting in the creation of Merchant/Assignee and as a result desires to assign the Merchant Agreement to Merchant/Assignee;

Whereas, the parties desire to amend the Merchant Agreement as more fully set out herein.

NOW THEREFORE , for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.
2. Assignor and Merchant/Assignee hereby represent and warrant to NPC and FNBO that (i) all information set forth on the Application regarding the individual who signed the application to the Merchant Agreement, the business location, average ticket and annual volume, processing rates and fees (as amended from time to time), the method of card acceptance and the products and/or services being sold have not changed from that originally set forth on the Application submitted to NPC and FNBO and will continue to apply to Merchant/Assignee, (ii) Assignor, if a sole proprietor, is an owner, officer or principal of Merchant/Assignee, (iii) Assignor, if a corporation or limited liability company, had the same owners, officers and principals as Merchant/Assignee and (iv) Merchant/Assignee has succeeded to all or substantially all of the business and assets of the Assignor.
3. Assignor acknowledges and agrees that it will remain responsible for any and all liabilities that arose under the Merchant Agreement prior to the effective date of this Amendment, including without limitation, chargebacks, credits, fines, fees, and ACH rejects, whether occurring before, on or after the effective date, to the extent related to transactions which occurred prior to the effective date. Merchant/Assignee acknowledges and agrees that it will be responsible for any and all liabilities under the Merchant Agreement, including without limitation, chargebacks, credits, fines, fees, and ACH rejects, whether arising prior to, on or after the effective date of this Amendment. Merchant/Assignee hereby authorizes NPC and FNBO to continue to offset for any and all amounts due under the Merchant Agreement from Merchant/Assignee or Assignor from amounts due to Merchant/Assignee under the Merchant Agreement.

4. Attached is an imprinted, encoded voided check for Merchant/Assignee or a verification letter from Merchant/Assignee's bank on the bank's letterhead.

ATTACH VOIDED CHECK HERE

5. Subject to the terms set forth herein and the approval of NPC and FNBO, Assignor hereby assigns all of its rights, interests and obligations under the Merchant Agreement to Merchant/Assignee. Merchant/Assignee agrees to assume all of Assignor's rights, interests and obligations under the Merchant Agreement and agrees to that it is bound by and subject to the terms of the Merchant Agreement.

6. Miscellaneous. The Merchant Agreement, as amended hereby, constitutes the entire agreement between the parties as to the subject matter thereof, and any other written or oral representations, inducements, promises, or agreements not contained therein or herein shall be of no force and effect as to the subject matter thereof. The Merchant Agreement, as amended hereby, shall continue in full force and effect. If any provision of this Amendment is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Amendment or of the Agreement.

IN WITNESS WHEREOF, the parties have entered into this Amendment effective as of the date first set forth above.

ASSIGNOR	MERCHANT/ASSIGNEE	NPC	FNBO
Signature: _____	Signature: _____	Signature: _____	Signature: _____
Print Name: _____	Print Name: _____	Print Name: _____	Print Name: _____
Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____

By signing below, the individual(s) represents that he or she is an owner or senior officer of the Merchant/Assignee, that he/she will benefit from the services and financial accommodations provided to the Merchant/Assignee's business, and that he/she consents to the terms of the Merchant Agreement. In order to induce NPC/FNBO to accept the assignment of the Merchant Agreement to Merchant/Assignee, each Guarantor hereby personally guarantees Merchant/Assignee's full performance under the Merchant Agreement, and amendments or extensions thereof, including all fee, cost, and chargeback liabilities and indemnity obligations whenever so incurred by Merchant/Assignee. If there is more than one Guarantor, each such Guarantor shall be jointly and severally liable. NPC/FNBO may proceed against any Guarantor with or without joining or first proceeding against the Merchant/Assignee entity or any other persons. Each Guarantor waives every kind of notice to which the undersigned might be entitled and agrees that the undersigned's liability shall not be affected by any act or omission of NPC/FNBO, or indulgence granted by NPC/FNBO, respecting Merchant/Assignee. The undersigned individual(s) further unconditionally authorizes NPC, FNBO, or either of their agents to investigate the information and references contained herein, and to obtain additional information about the Guarantors from credit bureaus and other lawful sources (including persons and companies named in the Application), and including obtaining reports from consumer reporting agencies on such individual(s). If an undersigned individual asks NPC/FNBO whether or not a consumer report was requested, NPC/FNBO will tell such person and, if NPC/FNBO received a report, NPC/FNBO will give such person the name and address of the agency that furnished it.

<u>GUARANTOR</u> Signature: _____ Name (print or type): _____ Date: _____	<u>GUARANTOR</u> Signature: _____ Name (print or type): _____ Date: _____
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CONFIRMATION #: _____