



STRATEGIC PAYMENT SYSTEMS. INC.

Welcome to National Processing Company ("NPC"). Please carefully complete the enclosed Application and read the attached Terms and Conditions and other additional forms, as applicable to you, which together make up the Merchant Processing Agreement. **Keep a Copy of the entire Application and the Terms and Conditions for your records.** Your Application is subject to NPC/Bank's underwriting review process. NPC/Bank's acceptance of this Application will be made in a manner authorized in the attached Agreements.

Office Address:
45 Dan Road, Suite 100
Canton MA 02021
Phone: 781-828-2523
Fax: 781-828-0449

Section 1
IMPORTANT DISCLOSURES Merchant further acknowledges receipt of NPC Documentation, which includes Merchant Processing Agreement. VERSION GEN.0610

<p>MEMBER BANK: First National Bank of Omaha One First National Center 16th and Dodge Street Omaha, NE 68197 ph:402-341-0500</p>	<p>IMPORTANT MEMBER BANK RESPONSIBILITIES:</p> <ol style="list-style-type: none"> 1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant. 2. A Visa Member must be a principal (signer) to the Merchant Agreement. 3. The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply. 4. The Visa Member is responsible for and must provide settlement funds to the Merchant. 5. The Visa Member is responsible for all funds held in reserve that are derived from settlement.
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<p>IMPORTANT MERCHANT RESPONSIBILITIES:</p> <ol style="list-style-type: none"> (1) Ensure compliance with cardholder data security and storage requirements. (2) Maintain fraud and chargeback below thresholds. (3) Review and understand the terms of the Merchant Agreement. (4) Comply with Visa Operating Regulations. 	<p>The responsibilities listed above do not supercede the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.</p>
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Section 2
PATRIOT ACT AND BACKGROUND AUTHORIZATION

To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying document. The undersigned entity(ies) and individuals hereby unconditionally authorize NPC and Member Bank or its agents to (i) investigate the information and references contained herein, and to obtain additional information about the Merchant and such individual(s) by pulling credit bureau and criminal background checks on the Merchant and its principals, including obtaining reports from consumer reporting agencies on individuals signing below as an owner or general partner of Merchant, or providing their Social Security Number on the Application (if such individual asks NPC or Member Bank whether or not a consumer report was requested, NPC and/or Member Bank will tell such individual and, if NPC and/or Member Bank received a report, NPC and/or Member Bank will give the individual the name and address of the agency that furnished it) and (ii) update such information periodically throughout the terms of service of the Merchant Agreement. By providing your SSN and signing this Application, you, in your individual capacity, unconditionally authorize NPC and Member Bank to obtain your consumer credit report.

Merchant's Business Name (Legal):

Section 9 SCHEDULE OF FEES Discount: Daily Monthly Card Acceptance Options: Debit Card Only Other Cards All Cards

BUSINESS TYPE Retail Restaurant Mail/Telephone Order Internet only Lodging Fuel Supermarket Cash Advance
SUB-BUSINESS TYPE Retail / Key Entered MOTO / Card Swipe Dial Pay Capture Health Care

SPECIAL PROCESSING FPS Large Ticket Utility

Table with columns: VISA/MASTERCARD/DISCOVER Rate Category, Discount Rate, Transaction Fee, Special Card Type Category, Qualified Discount Rate, Transaction Fee. Rows include: Qualified Debit NON PIN-Based, Qualified Credit / Card Swipe, Mid-Qualified Exception, Non-Qualified Exception, Qualified MOTO / Key Entered / Internet / Dial Pay, Non-Qualified Exception, American Express, and EBT.

For Visa/MasterCard/Discover Network International / Cross Border transactions only, an additional 0.95% (.0095) will be assessed. Commercial Card transactions that do not meet the requirements to qualify for preferred rates will be assessed an additional fee of .05% (.0005) on such sales volume. This is added to the applicable qualified discount rate and transaction fee, except for the qualified MOTO rate.

Section 10 OCCURRENCE FEES Paper Statement Yes No

Table with columns: Fee Name, Amount, Frequency, Description, Additional Info. Rows include: On File Fee, Batch, Voice Authorization, ACH/DBA Change Fee, Card Brand Usage Fee (NABU).

Return ACH(s) are subject to a \$25.00 fee for each occurrence. Visa Misuse Fee, \$.045 as of 04/10/10, applies to Visa Transaction that were authorized but never settled. Visa Floor Limit Fee, \$0.10 as of 04/10/10, applies to Visa transactions that were settled but never authorized.

Merchant agrees to and accepts the terms and conditions set forth in this Application and the Terms and Conditions which are incorporated herein by reference as if fully set forth herein (collectively, the "Merchant Agreement") and acknowledges receipt of all parts of the Merchant Agreement.

X By initialing here, I agree that I have read and understand Section 1, Important Disclosures and Section 2, Patriot Act and Background Authorization.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives effective on the date signed by NPC. The Agreement shall be binding upon Merchant upon the earlier of Merchant's execution below or Merchant's first processed electronic transaction.

Signature table with columns: MERCHANT, National Processing Company ("NPC"), MEMBER BANK. Includes fields for Signature, Name, and Date.

PERSONAL GUARANTEE: In consideration of the undertakings of NPC contained in the Merchant Agreement, the undersigned, ("Guarantor"), being interested in the business and success of Merchant and to induce NPC to enter into the Merchant Agreement, does hereby absolutely and unconditionally guarantee the performance and payment by Merchant of all Merchant's obligations to NPC.

Authorized Signature of Guarantor: (Do Not Include Title), Social Security #, Date of Signature, Name of Guarantor: (Do Not Include Title), Merchant Legal Name.

Merchant's Business Name (Legal):

Section 11 EQUIPMENT SETUP FE CODE: VSN = VITAL/TSYS GPE = GLOBAL EAST GPC = GLOBAL CENTRAL PMT = PAYMENTECH BYP = BUYPASS PROVIDER CODE: NPC = NPC to ship equipment SOF = Sales office to ship equipment MER = Merchant Owned

Table with columns: TERMINAL, QTY., MEM. SIZE, PROVIDER CODE, PRINTER, PROVIDER CODE, PIN PAD, PROVIDER CODE. Includes checkboxes for NEW and EXCHANGE.

EQUIPMENT SOFTWARE INFORMATION SOFTWARE NAME, PUBLISHER, VERSION

EQUIPMENT OPTIONS THE DEFAULT SELECTION WILL BE APPLIED FOR ANY OPTION NOT SELECTED BELOW. Includes sections for RETAIL / MOTO, RESTAURANT, CASH ADVANCE, LODGING, and FAST PAY (FPS).

Custom Header / Footer: Wireless ID #: Comments

EQUIPMENT SHIPPING INSTRUCTIONS Required ONLY if ordered through NPC - Default shipping options (indicated by *) will be applied for any option not selected below

Shipping instructions form including Ship To, Attn, Address, City, State, Zip, Phone #, and Special Instructions.

NPC TO REPROGRAM/TRAIN MERCHANT? NPC TO SHIP WELCOME KIT?

WELCOME KIT ALTERNATE SHIPPING INSTRUCTIONS Required if welcome kit is shipping to separate address from above

Alternate shipping instructions form including Ship To, Attn, Address, City, State, Zip, Phone #.

Section 12 THIRD PARTY VENDOR DATA This section is for reporting third-party vendors that have access to merchant's data.

Vendor data form including Software vendor, Version #, Merchant data to which this vendor has access, and PCI compliance questions.

Section 13 SITE INSPECTION INFORMATION

I represent and warrant that the information set forth in the application is true and accurate to the best of my knowledge. In addition, I hereby certify that (check which applies):

Site inspection form with checkboxes for physical inspection, NPC approved vendor, and business/inventory/shipment details.

Location Type, Sales Organization, Sales Rep Signature, Application Date

APPLICABLE ONLY IF MERCHANT ACCEPTS AMERICAN EXPRESS: By signing this Application, I represent that I have read and am authorized to sign and submit this application on behalf of the entity above and all information I have provided herein is true, complete and accurate.