

PRODUCTS AND SERVICES AMENDMENT
TO THE MERCHANT TRANSACTION PROCESSING AGREEMENT

THIS Amendment ("AMENDMENT"), by and between FIRST NATIONAL BANK OF OMAHA ("BANK"), First National Merchant Solutions, LLC ("FNMS"), and "MERCHANT," the name of which is set out below, shall become effective on the date executed by a duly authorized representative of BANK. BANK, FNMS, and MERCHANT shall be collectively known hereafter as the "PARTIES."

WHEREAS, BANK, FNMS, and MERCHANT are PARTIES to a Merchant Transaction Processing Agreement (together with its addenda, attachments, and schedules shall be hereinafter known as the "AGREEMENT"), under which BANK and FNMS provide transaction processing and other services regarding credit and debit card sales transactions ("SALES"), subject to the terms and conditions more fully set out in AGREEMENT; and

WHEREAS, BANK has entered into an agreement to contribute its merchant acquiring business, through a series of structuring transactions, to a newly-formed Delaware limited liability company called First National Merchant Solutions, LLC ("FNMS") (the "Transaction"). In connection with the Transaction, SPC Inc., a wholly-owned subsidiary of BANK ("SPC"), has been merged with and into FNMS. As a result of the Transaction, certain of BANK's rights and obligations that were previously being performed on BANK's behalf by SPC have been transferred to FNMS; and

WHEREAS, the PARTIES desire to amend the AGREEMENT as set out below.

NOW THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, the PARTIES do hereby agree as follows:

1. GENERAL :

- 1.1 Capitalized terms that are not defined herein shall have the same meaning as when defined in the AGREEMENT.
- 1.2 To the extent FNMS is not already a PARTY to the AGREEMENT, the PARTIES agree to amend the AGREEMENT to make FNMS a party to the AGREEMENT. BANK will continue to sponsor MERCHANT into the ASSOCIATIONS, retain the responsibility of settling MERCHANT's SALES, and all other obligations that are required to be retained at BANK by the ASSOCIATIONS. FNMS will be responsible for all other responsibilities and obligations to MERCHANT under the AGREEMENT, including but not limited to processing SALES and handling customer service.

2. PRODUCTS AND SERVICES TERMS AND CONDITIONS:

- 2.1 MERCHANT agrees to pay the fees as set out herein and as may be amended from time to time. MERCHANT agrees to abide by all parameters set out in any specifications or documentation as amended from time to time. MERCHANT agrees to provide the information requested in the Enrollment form(s), attached hereto as Exhibit A and incorporated herein by this reference.
- 2.2 The PARTIES agree to add the following products and/or services to SERVICES.

PayFuse®	<input type="checkbox"/>
First Billing®	<input type="checkbox"/>
First Batch®	<input type="checkbox"/>
First Account Updater®	<input type="checkbox"/>
ACH Services*	<input checked="" type="checkbox"/>

*If ACH Services are checked, by its signature below MERCHANT acknowledges receipt of and agrees to be bound by the Automated Clearing House ("ACH") Services Amendment To the Merchant Transaction Processing Agreement.

3. MISCELLANEOUS:

- 3.1 This AMENDMENT, together with the AGREEMENT and its other amendments, attachments, exhibits, and schedules, constitutes the entire AGREEMENT between the PARTIES as to transaction processing, and any other representations, inducements, promises, or agreements not contained herein shall be of no force and effect as to transaction processing.

3.2 Except as amended hereby, BANK, FNMS, and MERCHANT reaffirm the obligations of each as they are contained in the AGREEMENT.

IN WITNESS WHEREOF, the PARTIES hereto have caused this AMENDMENT to be executed by their duly authorized representative, effective as of the date executed by BANK.

First National Bank of Omaha

Authorized Signature

Print Name

Title

Date Print

First National Merchant Solutions, LLC

Authorized Signature

Print Name

Title

Date

MERCHANT NAME _____

Address

City, State, Zip Code

Authorized Signature

Name

Title

