

AMENDMENT TO MERCHANT PROCESSING AGREEMENT

This AMENDMENT TO MERCHANT PROCESSING AGREEMENT (“Amendment”) is entered into by Worldpay ISO, Inc f/k/a Vantiv ISO, Inc and National Processing Company (“NPC”), Member Bank, and _____, with the Merchant Identification Number(s) (“MID”) listed below (“Merchant”) and is effective as of the _____ day of _____, 20____ (the “Amendment Effective Date”).

WHEREAS, NPC, Member Bank, and Merchant have entered into a Merchant Processing Agreement(s), including the merchant application and the terms and conditions of the Merchant Processing Agreement (“Agreement”) on the date(s) set forth below, under which NPC and Member Bank provide merchant processing services to Merchant and Merchant pays certain fees to NPC and Member Bank in connection therewith; and

WHEREAS, the parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed to them in the Agreement.
2. **Fees.** The below indicated rates and fees that are applicable to the Merchant's account(s) shall be amended as provided in this paragraph, effective as of the Amendment Effective Date. Any fee not specifically amended herein shall remain in full force and effect until otherwise amended in accordance with the terms of the Agreement and as indicated on the Merchant Processing Agreement.

SCHEDULE OF FEES							
APPLICATION TYPE: <input type="checkbox"/> Tiered [^] <input type="checkbox"/> Flat Rate [¥] DISCOUNT: <input type="checkbox"/> Daily <input type="checkbox"/> Monthly CARD OPTIONS: <input type="checkbox"/> All Cards <input type="checkbox"/> Other Cards <input type="checkbox"/> Debit Card Only							
BUSINESS TYPE <input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Mail/Telephone Order** <input type="checkbox"/> Internet** SUB BUSINESS TYPE <input type="checkbox"/> Retail Key Entered** <input type="checkbox"/> DialPay Capture** <input type="checkbox"/> MOTO/CardSwipe** <input type="checkbox"/> Large Ticket							
VISA/MASTERCARD/DISCOVER (V/MC/D) Rate Category	Discount Rate	Transaction Fee	AMERICAN EXPRESS Rate Category*	Discount Rate	Transaction Fee		
Base	%	\$	Base	%	\$		
Mid-Qualified¹ <small>(Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants)</small>	+	%	Mid-Qualified¹	+	%		
Non-Qualified²	+	%	Non-Qualified²	+	%		
Base Debit NON PIN-Based³ <small>(Same as V/MC/D Discount Rate if left blank) Regulated Only⁶ <input type="checkbox"/></small>	%	+	Miscellaneous Product Fees				
<input type="checkbox"/> Debit PIN-Based⁴	%	\$	<input type="checkbox"/> Wireless Service³				
Monthly Hosting Fee \$			Quantity	Setup Fee	Monthly Hosting Fee		
				\$	\$		
Qualified Rewards⁵	%	Same as Visa/MC/Discover Transaction Fee	Transaction Fee	+\$			
Transaction fees are charged for all transaction authorization attempts. ¹ Added to Base discount rate and transaction fee. ² Added to applicable Mid-Qualified discount rate and transaction fee. ³ Transaction fee is in addition to the applicable Base, Mid-Qualified, or Non-Qualified transaction fee, regardless of transaction qualification. ⁴ Debit Network Interchange, sponsorship, switch and gateway fees, and any miscellaneous fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures. ⁵ Same as Mid-Qualified discount rate if left blank for the applicable Reward categories collected by NPC (Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants).			<input type="checkbox"/> Micros³				
			Quantity	Setup Fee	Monthly Hosting Fee	Transaction Fee	
				\$	\$	+\$	
			<input type="checkbox"/> Internet Services³			Quantity	Setup Fee
				\$	\$		
			Transaction Fee	+\$			
					Batch Fee		
					\$		
[^] TIERED MERCHANTS ONLY - Commercial Card transactions that do not meet the requirements to qualify for preferred rates will be assessed an additional fee of 0.50% (0.0050) on such sales volume. ⁶ Regulated applies to all Base NON PIN debit transactions from issuers that are not exempt pursuant to 12 CFR Part 235. NON PIN debit transactions from exempt issuers will fall under the Base V/MC/D discount rate. If a rate is identified but the Regulated Only box is not checked, then this rate applies to all Base NON PIN debit transactions. **If the Retail Key Entered/MOTO/Internet/DialPay Business Type is selected, Rewards cards will be charged discount rates plus 0.11% (0.0011) on all transactions. NPC's processing fees and Card Brand interchange fees are included in the discount rate. All other Card Brand fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures.							
[¥] FLAT RATE MERCHANTS ONLY - CARD ORGANIZATION FEES: All fees are included in discount rate and transaction fee above except fees related to International transactions. Does not apply to American Express.							

Merchant Name:

*AMERICAN EXPRESS - Existing American Express Number YES NO

Annual Estimated or Actual American Express Volume is less than \$1,000,000.00 YES NO If No, Merchant is not eligible for the American Express Program.

By checking this box, Merchant elects to opt out of the American Express Program

By checking this box, Merchant elects to opt out of receiving American Express Marketing Materials.

OCCURRENCE FEES

On File Fee /month	Minimum Bill /month	Paper Statement <input type="checkbox"/> Yes <input type="checkbox"/> No /month
Batch Fee†† /each	Early Deconversion Fee ¹ /each	Advantage Buyer Program ³ <input type="checkbox"/> Yes <input type="checkbox"/> No /month
Voice Auth/DialPay /each	Card Brand Usage Fee (NABU) ² /each	PCI Fee ⁴ <input type="checkbox"/> /year OR <input type="checkbox"/> /year
ACH/DBA Change Fee /each	Chargeback Fee /each	
Retrieval Fee /each	1099-K Reporting is provided at No Charge	
Annual Fee _____ Charged in Month of _____	Regulatory Accounting Assistance Program (RAAP) Fee ⁵ _____ Charged Annually Month of _____	

Return ACH(s) are subject to a \$25.00 fee for each occurrence.

††Same as V/MC/D base transaction fee if left blank; if base V/MC/D transaction fee is left blank, the fee is \$0.30.

¹The initial term of the Merchant Agreement is 3 years and automatically renews for additional 2-year periods. If this Agreement is terminated prior to the expiration of the initial term or any renewal term, you will be subject to an Early Deconversion Fee ("EDF") in accordance with the terms of Section 7.B of the Terms and Conditions. If limited by state law, these fees may be modified in accordance with Section 7B of the Terms and Conditions.

²The Card Brand Usage Fee (NABU) includes the MasterCard Network Assessment and Brand Usage Fee, the Visa Acquirer Processing Fee, and the Visa Base II Transaction Fee and applies to Tiered Merchants Only.

³See Schedule I of the Terms and Conditions for additional information.

⁴Merchant may be charged a PCI Non-Compliance fee of \$19.95 per month per MID. Please refer to Section 6.G of the Terms and Conditions

⁵See Section 13 of the Terms and Conditions for additional information.

MERCHANT ACCOUNTS

This Amendment shall apply to all Merchant's accounts, identified by the MIDs listed below. Additional MIDs, if any are attached hereto.

MID	DATE OPENED	MID	DATE OPENED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ACKNOWLEDGEMENT

IN WITNESS WHEREOF Merchant has caused this Amendment to be executed by its duly authorized representative effective in accordance with the terms of the Terms and Conditions. The Amendment shall be binding upon Merchant upon the Merchant's execution below.

MERCHANT

Signature (Signature may be evidenced by facsimile)	Name (please print)	Date
X		