

**SIGNATURE NETWORKS FEE SCHEDULE
TO THE MERCHANT PRICE SCHEDULE
TO THE MERCHANT PROCESSING AGREEMENT**

This Signature Networks Fee Schedule shall be an exhibit ("Exhibit") to the Merchant Price Schedule to the Merchant Processing Agreement between Processor and Merchant (the "Agreement"). Except for the terms defined herein, the capitalized terms herein shall have the same meaning as given to them in the Agreement.

Merchant desires to be an acquirer and/or merchant in one or more of the following corporations, networks and/or programs (collectively "Signature Networks" or individually "Signature Network"). Merchant represents and warrants that it has been approved by the Signature Network(s) to be an acquirer and/or merchant in such Signature Network(s) either through a direct agreement between Merchant and such Signature Network(s) or by sponsorship into such Signature Network(s) through a separate agreement between Merchant and a third party (which may be Processor or Processor's affiliate or agent):

If Merchant is sponsored by or processed by Processor, Processor's affiliate or Processor's agent (collectively "Processor Sponsor") into an Signature Network (which shall be at the sole discretion of Processor Sponsor and which shall only be pursuant to a separate written agreement other than this Agreement) and Processor Sponsor's agreement with such Signature Network which permits such sponsorship or processing, terminates for any reason, Processor Sponsor shall thereafter have no obligation to sponsor and/or process Merchant into such Signature Network. If Merchant for any reason begins receiving any Services in connection with any of the following corporations, networks and/or programs or Merchant begins receiving any Services in connection with any other corporations, networks and/or programs supported by Processor or its affiliates, then Merchant agrees that such corporations, networks and/or programs shall automatically become Signature Networks for purposes of this Agreement and all of Merchant's obligations in this Agreement shall apply with respect to all Signature Networks. Processor may route VISA, MasterCard, and Signature Network transactions according to its standards and at its sole discretion.

Merchant agrees that it has or will, prior to commencing participation in each Signature Network, obtain all necessary approvals and execute any applications and/or agreements necessary for, required by or affecting Merchant's participation in such Signature Network(s). In addition, Merchant shall obtain such other approvals or execute such other documents as may be required from time to time in connection with Merchant's participation in such Signature Networks. Merchant agrees to participate in Signature Network(s) in compliance with, and subject to, the Bank Rules and the Operating Regulations. Merchant agrees to pay all fees, fines, assessments and penalties as they are currently in effect or may be changed from time to time, imposed by the Signature Network(s), whether billed directly to Merchant by such Signature Network(s) or through Processor or its affiliates or agents. Processor may allocate any such fees, fines, assessments or penalties in such manner as it deems advisable in its sole discretion. Merchant attests that all POS terminals are operating with unique keys as mandated by Signature Networks. Merchant agrees to indemnify and hold harmless, Processor, its officers, employees, affiliates and agents, from and against any losses, damages, fees, fines, penalties and expenses, including reasonable legal, accounting and collection fees and expenses, that Processor, its officers, employees, affiliates and agents may incur as a result of Merchant's failure to comply with any provision of the Bank Rules, the Operating Regulations, the Agreement or this Schedule or for any other reason in connection with the Services provided hereunder, whether incurred by or as a result of the action or failure to act of Processor or Merchant, or their agents. The foregoing may include, but shall not be limited to, the repayment of settlement funds by Merchant to Processor. This indemnification shall survive the termination of the Agreement.

Other Third Party Fees: Merchant acknowledges and agrees that it shall be solely responsible for any and all other third party fees, assessments and/or penalties assessed to or incurred by Bank in connection with this Agreement. Such third party fees shall include, but shall not be limited to travel and related expenses and fees assessed by software and/or hardware providers.

Visa			
Billing Line Description	Rate	Driver	Fee Definition
VISA ACQ POS IAF	0.4500%	International Sales Volume	International Acquirer Fee for transactions acquired in the US with cards issued outside the US.
VISA ACQ POS IAF - High Risk	0.9000%	International Sales Volume	International Acquirer Fee for high risk merchants (MCCs 5962, 5966, 5967) transactions acquired in the US with cards issued outside the US.
VISA ACQ POS ISA	0.8000%	International Sales Volume	International Service Fee for transactions acquired in the US with cards issued outside the US and settled in USD.
VISA ACQ POS ISA DCC	0.4000%	International Sales Volume	International Service Fee for transactions acquired in the US with cards issued outside the US and not settled in USD.
VISA AFD PARTIAL ATH NON-PART: APPR	\$ 0.0100	Transaction Count	Authorization count on automated fuel dispensers where a partial authorization is not supported or missing, approvals only.
VISA AFD PARTIAL ATH NON-PART: DEN	\$ 0.0100	Transaction Count	Authorization count on automated fuel dispensers where a partial authorization is not supported or missing, denials only.
VISA APF SIG CREDIT	\$ 0.0195	Authorization	Applies to all signature credit authorizations acquired in the US regardless of where the issuer or cardholder is located. This fee will not apply to Zero Dollar Verification messages or credit authorization reversals.
VISA APF SIG CREDIT RETURNS	\$ 0.0195	Transaction Count	Applies to all signature credit returns acquired in the US regardless of where the issuer or cardholder is located. Processor level fee.
VISA APF SIG DEBIT	\$ 0.0155	Authorization	Applies to all signature debit and prepaid authorizations acquired in the US regardless of where the issuer or cardholder is located. This fee will not apply to Zero Dollar Verification messages or non-PIN debit and prepaid authorization reversals.

Visa

Billing Line Description	Rate	Driver	Fee Definition
VISA APF SIG DEBIT RETURNS	\$ 0.0155	Transaction Count	Applies to all signature debit returns acquired in the US regardless of where the issuer or cardholder is located. Processor level fee.
VISA ASSESSMENT FEE SIG CREDIT	0.1300%	Sales Dollar Volume	Fee for brand usage applied to signature credit sales dollar volume.
VISA ASSESSMENT FEE SIG DEBIT	0.1300%	Sales Dollar Volume	Fee for brand usage applied to signature debit and prepaid sales dollar volume.
VISA BASE II FEE	\$ 0.0020	Transaction Count	Communication expense for the clearing settlement activity and Visa DEX connection.
VISA FANF TIERS	Variable	Variable	Monthly fixed fee. Card present: assessed at the tax ID level based on MCC and number of merchant locations. Card not present: assessed at the tax ID level based on gross CNP/Unattended/QSR volume at the locations. The tax ID determines which fee table and tier will apply to that tax ID. FANF is billed by chain in the month after it is incurred
VISA CREDIT TRAN INTEGRITY FEE	\$ 0.1000	Transaction Count	Transaction count on credit activity when not qualifying at a CPS level.
VISA DEBIT TRAN INTEGRITY FEE	\$ 0.1000	Transaction Count	Transaction count on debit activity when not qualifying at a CPS level.
VISA DISPUTE ACCEPTANCE < 20 DAYS	\$ -	Event Count	Acquirer submits a response questionnaire (dispute response, pre-arbitration or pre-arbitration response) within 20 days of receiving the preceding questionnaire.
VISA DISPUTE ACCEPTANCE 21-25 DAYS	\$ 0.5000	Event Count	Acquirer submits a response questionnaire within 21–25 days of receiving the preceding questionnaire.
VISA DISPUTE ACCEPTANCE 26-30 DAYS	\$ 0.7500	Event Count	Acquirer accepts liability within 26–30 days of receiving the preceding questionnaire.
VISA DISPUTE EXPIRED	\$ 0.7500	Event Count	Acquirer does not respond or accept liability within 30 days of receiving questionnaire.
VISA DISPUTE RESPONSE < 20 DAYS	\$ 1.0500	Event Count	Acquirer submits a response questionnaire (dispute response, pre-arbitration or pre-arbitration response) within 20 days of receiving the preceding questionnaire.
VISA DISPUTE RESPONSE 21-25 DAYS	\$ 1.3500	Event Count	Acquirer submits a response questionnaire within 21–25 days of receiving the preceding questionnaire.
VISA DISPUTE RESPONSE 25+ DAYS	\$ 1.6500	Event Count	Acquirer submits a response questionnaire within 26–30 days of receiving the preceding questionnaire.
VISA ZERO FLOOR LIMIT FEE	\$ 0.2000	Transaction Count	Transaction count of settled transactions without proper authorization.
VS ACCT VERIFICATION FEE	\$ 0.0250	Transaction Count	Authorization count on authorizations with a \$0 amount, approved and declined.
VS AUTH MISUSE FEE	\$ 0.0900	Transaction Count	Authorization count without a corresponding settled transaction within _x_ # of days. T&E=20 days, all others=10 days. Also applies when a transaction is cancelled or times out and is not properly reversed. The fee is billed in the month after it is incurred.

MasterCard

Billing Line Description	Rate	Driver	Fee Definition
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MASTERCARD ASSESSMENT FEE	0.1300%	Sales Dollar Volume	Fee for brand usage on all signature debit and credit sales only dollar volume for transactions < \$1,000.
MC ASSESSMENT FEE \$1000 & OVER	0.1400%	Sales Dollar Volume	Fee for brand usage on sales only dollar volume (consumer and commercial credit only) for transactions = or > \$1,000.
MC LAC ASSESSMENT FEE	0.0995%	Sales Dollar Volume	Fee for brand usage on sales only dollar volume for transactions < \$1,000.
MASTERCARD ACCESS FEE SURCHARGE	\$ 0.0050	Authorization	For having access to the MasterCard network.
MASTERCARD SETTLEMENT FEE	\$ 0.0022	Gross Up Transaction	Communication expense for the clearing settlement activity. MasterCard bills as kilobytes and Vantiv converts to a transaction rate.
MC ACCT INQUIRY STATUS DOM	\$ 0.0250	Transaction Count	Authorization count on intraregional authorizations with a \$0 amount.
MC ACCT INQUIRY STATUS INTL	\$ 0.0300	Transaction Count	Authorization count on interregional authorizations with a \$0 amount.
MASTERCARD CROSS BORDER FEE	0.4000%	International Sales Volume	For international sales where the Acquirer and Issuer are in different countries and the transaction is in different currencies. Incremental fee for DCC activity.
MC ACQ POS CROSS BORDER	0.6000%	International Sales Volume	For international sales where the Acquirer and Issuer are in different countries and the currency is USD.
MC ACQ POS PROGRAM SUPPORT	0.8500%	International Sales Volume	For international sales where the Acquirer and Issuer are in different currencies. Charged on gross sales volume.
MC ADDRESS VERIFICATION CNP	\$ 0.0100	Transaction Count	Authorization count when the card is not present & address verification is requested.
MC ADDRESS VERIFICATION CP	\$ 0.0100	Transaction Count	Authorization count when the card is present & address verification is requested.

MasterCard

Billing Line Description	Rate	Driver	Fee Definition
MC CVC 2 AUTH FEE	\$ 0.0025	Transaction Count	Transaction count when CVC2 validation has been requested.
MC DIGITAL ENABLEMENT FEE	0.0100%	Sales Dollar Volume	Assessed on all card not present sale transactions.
MC NETWK ACCESS-BRAND USAGE FEE	\$ 0.0195	Transaction Count	Authorization count when another authorization fee does not apply.
MC LATE REVERSAL CNP	\$ 0.0450	Transaction Count	MC Integrity Fee. Transactions that are reversed more than 72 hours after initial authorization for card not present.
MC LATE REVERSAL CP	\$ 0.0450	Transaction Count	MC Integrity Fee. Transactions that are reversed more than 24 hours after initial authorization for card present.
MC NO CLR 120 DAY AUTH	\$ 0.0450	Transaction Count	MC Integrity Fee. Authorization count without a corresponding settled transaction within 120 days.
MC T&E NO CLEAR 120 DAY AUTH	\$ 0.0450	Transaction Count	MC Integrity Fee. Authorization count without a corresponding settled transaction within 120 days for T&E merchants.
MC PROCESSING INTEGRITY FEE - FINAL AUTH	0.2500%	Transaction Count	Final authorizations not reversed within 7 calendar days (minimum charge of \$0.04).
MC PROCESSING INTEGRITY FEE - PREAUTH	\$ 0.0450	Transaction Count	Pre-auths not reversed within 7 calendar days or Preauthorization not reversed within 30 calendar days
MC PROCESSING INTEGRITY FEE - UNDEFINED AUTH	\$ 0.0450	Transaction Count	Undefined auths not reversed within 7 calendar days or Preauthorization not reversed within 30 calendar days
MC SECURECODE FEE	\$ 0.0300	Event Count	Fee assessed to each transaction with a verification request by merchants participating in SecureCode.
MC MONTHLY LOCATION FEE	\$ 1.2500	Location Count	Monthly fee per merchant location that participates in MasterCard acquiring activities. Not billed to merchants with MCC 8398 or 8661, or less than \$200 in MasterCard sales volume for the month.

Discover			
Billing Line Description	Rate	Driver	Fee Definition
DISCOVER ACCESS FEE	\$ 0.0195	Transaction Count	Transaction fee on grossed up transactions (Sales + Returns) to cover communication expense.
DISCOVER ASSESSMENT FEE	0.1300%	Sales Dollar Volume	Fee for brand usage assessed on all sales transactions.
DISCOVER AUTHORIZATION FEE	\$ 0.0025	Transaction Count	Fee to process an authorization.
DISCOVER INTERNATIONAL PROC FEE	0.5000%	International Sales Volume	For international sales and cash advances where the Acquirer and Issuer are in different countries.
DISCOVER INTERNATIONAL SVC FEE	0.8000%	Volume	For sales where the Acquirer and Issuer are in different countries.

American Express Opt Blue			
Billing Line Description	Rate	Driver	Fee Definition
AMERICAN EXPRESS INTERNATIONAL FEE	0.4000%	International Sales Volume	Opt Blue. Fee on all sales volume where the card is issued outside of the US.
AMEX INTERNATIONAL FEE	0.4000%	International Sales Volume	Fee on all sales volume where the card is issued outside of the US.
AMEX NON-SWIPED ADJUSTMENT	0.3000%	Transaction Count	Assessed on all transactions that are card-not-present/key-entered.
AMEX PARTICIPATION ASSESSMENT FEE	0.1500%	Sales Volume	Assessed on all transactions excluding refunds.