



Please return this completed form to your representative.  
(Allow 3-5 business days for your request to be completed.)

## AGREEMENT

This Debit Card Processing Agreement (Agreement) is entered into between Woodforest National Bank (Sponsor), with its principal offices at P.O. Box 7889, The Woodlands, Texas 77387-7889, and Merchants' Choice Payment Solutions (MCPS) Registered ISO/MSP for Woodforest National Bank in Houston, TX – Member FDIC, and the Merchant specified herein, as of the date signed by Sponsor.

WHEREAS, Sponsor has entered into an Agreement with MCPS to be its sole processor for providing access to each Debit/ATM network in connection with retail sales at Merchant's business locations; and

WHEREAS, Sponsor is a member of each Debit/ATM Networks' set forth herein, and is willing to sponsor Merchant as a participant in each Debit/ATM Network through the facilities and services provided by MCPS on the terms set forth herein, relating to the processing and acceptance of debit cards; and

WHEREAS, by executing this Agreement, Merchant acknowledges that it will not be able to participate in the MCPS system until it has met all required rules and operating standards;

NOW, THEREFORE, the parties agree as follows:

### RIGHTS, DUTIES, AND RESPONSIBILITIES OF MERCHANT

1. Merchant agrees to comply with all **MCPS and Debit/ATM Networks' Rules and Regulations**, requirements set forth by MCPS, and all federal, state, and local laws applicable to its participation in the system, including but not limited to statutes, regulations, and judicial decisions relating to the **Debit/ATM Networks'** transactions, terminal sharing, consumer credit and protection, electronic transfers, antitrust, franchise, and other trade regulation matters, and shall indemnify and hold **Sponsor, Debit/ATM Networks, and MCPS** harmless against any and all liability or expenses related thereto.

2. Merchant shall not disclose to any third party other than the **Debit/ATM Network, Sponsor, or MCPS**, any information related to Debit/ATM transactions or cardholder information without prior written consent of the cardholder, and card issuing bank, or as otherwise specifically required by law. Merchant further acknowledges that the system in its entirety constitutes a trade secret which is revealed to Merchant in confidence, and accordingly agrees to hold and use any and all such property or information regarding the system in confidence, and disclosure in any form, except as permitted by the Operating Rules, may result in loss or irreparable damage. Merchant further agrees that upon termination of this Agreement for any reason, it will immediately return all such property and information to Sponsor.

3. Merchant shall be responsible for and shall indemnify and hold the **Debit/ATM Network, Sponsor, or MCPS** harmless against any and all liability or expenses relating to the payment of federal, state, and local sales, use, and other taxes or fees imposed by a government (other than such taxes based whole or in part on income attributed to fees for Services).

4. No action arising out of this Agreement may be brought by either party more than one year after the cause of action has occurred. If **MCPS** is required to appear in, or is made a defendant in, a legal action with respect to the transaction service, the **Merchant** shall indemnify and hold **MCPS** harmless from all loss, liability, and expense, except for any loss, liability, or expense arising out of **MCPS'** own lack of reasonable care, in which case liability shall be limited as provided above. **Merchant** shall be liable to **MCPS** and/or **Sponsor** for any and all liabilities and cost relating to any cause of action, including but not limited to costs of investigations, litigation, and reasonable and necessary attorney fees paid or incurred by **MCPS** and/or **Sponsor**.

5. Merchant agrees that **MCPS** will not be liable for any damages resulting from any damages, loss, expense or cost from any delay in performance or non-performance caused beyond the reasonable control of **MCPS** including but not limited to, Acts of God, fire, flood, war, governmental action (force majeure), or breakdown or malfunction of machinery, or other equipment of any nature. **MCPS** performance shall be excused for the duration of any such event, but **MCPS** shall use its best efforts to limit the duration of any such delay.

### RIGHTS, DUTIES, AND RESPONSIBILITIES OF MCPS AND SPONSOR

6. **MCPS** will provide a transaction authorization service, which will enable the Merchant to offer its customers a method of payment using ATM/Debit cards. Once a transaction authorization request is received, **MCPS** will route the request to the appropriate **Debit/ATM Network** for authorization and subsequent settlement.

7. **MCPS** will contract with a **Sponsor** (the Settlement Bank) to facilitate the transfer of funds received from the ATM/Debit Networks as a result of Merchant's transaction activity. Funds will be transferred to Merchant's bank account using Automated Clearing House (ACH), on a two to three (2 to 3) day delayed basis contingent upon receipt of funds by the Settlement Bank and method of Merchant statement reconciliation.

8. **MCPS** may, upon receipt of written instructions from either **Sponsor** or any **Debit/ATM Network** to which **MCPS** is providing access hereunder (including but not limited to network owned and/or operated by **MCPS/Sponsor**) **immediately cease to provide to Merchant including Merchant's customers, access to such Debit/ATM Network**. **MCPS** shall use its best efforts to promptly notify **Merchant** of such interruption in network access. (continued on page 2)



**AGREEMENT TERMS AND TERMINATION**

9. This Agreement shall commence on the date hereof and will continue until terminated thereto.

10. This Agreement shall be terminated automatically upon the occurrence of any of the following events:

(a) bankruptcy or insolvency of the Merchant; (b) voluntary or involuntary liquidation of the **Merchant**; (c) any action by any governmental authority which terminates or impairs the right of the **Merchant** to conduct its business; or (d) determination by **Sponsor** and/or **MCPS** that **Merchant** has breached any of the terms and conditions of this Agreement, and upon written notice of termination, Merchant agrees to cease immediately all use of or reference to any service marks, trademarks, logos, or graphics of **MCPS**, **Sponsor**, or each **Debit/ATM Network** or such of them that shall be the subject of the notice.

11. This agreement shall not be modified or amended except in writing executed by **Sponsor/MCPS**, notification of which is sent to **Merchant** no less than thirty (30) days prior to the effective date of the modification or he amendment, except that amendments by **Debit/ATM Network** to the Operating Rules, Graphic Standards Manual and the Security Manual shall be binding on the parties when such amendments become effective.

12. If any provision of this Agreement shall be held to be invalid, illegal, void, or unenforceable by reason of any rule of law, the remaining provisions shall remain in effect. **Merchant** represents that this Agreement constitutes a binding contractual commitment on its part, and that it has been fully authorized by appropriate corporate action.

13. This Agreement shall be governed by the laws of the State of Texas and the trademark laws of the United States of America.

**14. PRICING**

In accordance with the terms set out above transfer funds to/from the account set out below (Unless specified, in case of discrepancy the Data on the instrument above will be assumed to be correct):

<b>Debit Transaction Fee:</b>	<b>Debit Rate:</b>
\$ _____ + Debit Network Fees	_____ % + Debit Network Fees

**Monthly Access Fee: \$5.00**

**DEBIT NETWORK REGISTRATION**

This registration may be used ONLY for debit merchants registering all of the following networks: Maestro, NYCE, Explore/Star Northeast, Interlink, Mac/Star West, Honor/Star East, Pulse, AFFN, and ACCEL. THE MERCHANT SPONSORSHIP WITH EACH NETWORK, AS REGISTERED ON THIS DOCUMENT, MUST BE THROUGH THE SAME MEMBER SPONSOR.

**MERCHANT INFORMATION**

MERCHANT ID:	ADDRESS:
DBA NAME:	CITY:
CONTACT NAME:	STATE:
PHONE:	ZIP CODE (+4):

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date shown herein.**

\_\_\_\_\_  
 Signature of Authorized Signer

\_\_\_\_\_  
 Signer's Title

\_\_\_\_\_  
 Authorized Signer (printed)

\_\_\_\_\_  
 Date