Capital One Commercial Banking

May 24, 2022

Proposal for Merchant Card Payment Processing Services

Request for Proposal

Jefferson Parish Government – State of Louisiana

RFP No. 0438

Jefferson Parish
State of Louisiana

TECHNICAL PROPOSAL

Presented by:
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Senior Vice President
Government Banking Treasury Management Consultant
985.674.8113 | David.blasini@capitalone.com

Dear Jefferson Parish Government Evaluation Committee:

Capital One Merchant Services Powered by Worldpay from FIS ("Capital One") is pleased to respond to the Jefferson Parish State of Louisiana Request for Proposal #0438 to "Provide Payment Processing Services for Debit/Credit Card and Other Forms of Electronic Payments to the Parish for Various Items" dated 4/13/2022 to provide payment processing services for debit/credit card and other forms of electronic payments for use throughout applicable Jefferson Parish departments.

As a Capital One valued partner for many years, we are excited to have the opportunity to expand upon our existing Treasury Management banking relationship with Jefferson Parish by offering credit card processing services with this bid. In partnership with Worldpay, we can offer Jefferson Parish a single platform to meet the requirements of the RFP.

Jefferson Parish is seeking a highly qualified merchant card services firm to provide all necessary credit/debit card processing among other services for transactions performed online and in person at Jefferson Parish facilities. To serve in your best interest and present an offering that meets your expectations and requirements, we've asked our payments partner, Worldpay, to provide responses to this RFP. As you review the enclosed response, we hope a few things come to light, first being our understanding of, and commitment to, the government space. For several decades, we've worked with government entities, gleaning knowledge, uncovering insights and discovering banking best practices that we now confidently share with clients as they onboard and look to us as a consultative partner.

Features and benefits of our proposed solutions include but are not limited to:

- Service and Support: Worldpay offers high touch service that includes a dedicated, seasoned Implementations Manager to work with Jefferson Parish in a consultative proactive manner to optimize your payments environment. This service paired with Worldpay's SLA's and extensive security measures make Worldpay an excellent fit for your needs.
- Multiple Ways to Accept Payments: Worldpay can help you integrate easier payments that fit with Jefferson Parish's needs for today and the future. This includes in-person, online, mobile and POS integrated payments. Also, with a variety of ways that your customers can make payments such as ACH, debit, credit, Apple Pay, Google Pay using chip, swipe and mobile wallet. The Parish can also expand upon its' merchant processing program by offering customers the ability to pay with payments sent to your Capital One lockbox!
- Interchange Optimization: Worldpay has the capability to assist the Parish with optimizing your interchange costs to the lowest possible level by passing the appropriate data. This will result in reducing the Parish's overall costs associated with electronic payment processing

Per the RFP requirements, Capital One Merchant Services is confident our offerings in merchant card processing will not only accommodate your present-day needs but fulfill future ones so you can continue to scale and thrive seamlessly. I am the authorized agent for Capital One and can negotiate and commit to requests from the Parish.

Capital One along with its partner Worldpay from FIS is eager to engage in a long-standing merchant services relationship with Jefferson Parish. We look forward to discussing this proposal for Merchant Services from Worldpay with you. Meanwhile, if you have any questions, please contact me by phone at (985) 674-8113 or by e-mail at david.blasini@capitalone.com.

Sincerely,

David P. Blasini, CTP
Senior Vice President
Government Banking

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This proposal is a marketing document containing a non-binding expression of interest for the provision of certain services and has been prepared for the exclusive use of Jefferson County – State of Louisiana. Due to the confidential nature of this document, it may not be reproduced or distributed, in whole or in part, without prior written consent of FIS. This document is not, and shall not be construed as a legal offer, a binding contract or as having a binding or legal effect whatsoever notwithstanding any oral statements or written documents or materials which FIS or any of its parents, affiliates or subsidiaries (collectively "FIS") may have made, received, and/or provided, at any time in connection with this process. FIS shall not be bound to provide any services until mutually agreed to and memorialized in a written definitive agreement document (completely separate and independent from this document and any of the other materials provided or received during this process) executed by an authorized representative of both your organization and FIS. The terms and conditions quoted herein are current and valid for 120 days, and subject to standard due diligence. © 2022 FIS. All rights reserved. Strictly confidential.

Proposer Minimum Requirements

The proposer shall:

	Minimum requirement	Compliant (Y/N)
A	Be a firm or corporation regularly engaged in the acceptance and processing of debit/credit cards and other forms of electronic payments, providing on-line reporting services and/or collection agent.	Y
B	Demonstrate to the satisfaction of the Parish that the Proposer has adequate financial resources, experienced personnel, and experience in processing debit/credit cards and other forms of electronic payments.	Y
C	Provide documentation to support the qualifications criteria as part of the RFP.	Y
D	Be able to provide a cost-effective solution for merchant services.	Y
E	Provide a single point of contact for customer relations/	Y
F	Provide real time web-based reporting of transactions by department and/or location.	Y
G	Provide immediate and direct deposit of all payments made by a customer, into a designated Parish bank account through a Parish-approved banking partner. At no time would the payments flow through a Contractor's bank account.	Y
H	Be PCI compliant.	Y
I	Provide training as necessary to Parish Employees.	Y
J	Be able to work with other Jefferson Parish vendors to facilitate construction of API's or other mechanisms to allow payment systems, financial reporting, and billing systems to electronically communicate.	Y

Industry Standards/Tests/Recommendations

The following standard applies to this work:

A. Compliance with Payment Card Industry (PCI) Data Security Standards.

Worldpay adheres to the PCI Data Security Standard (PCI DSS), which provides an actionable framework for developing a robust payment card data security process including prevention, detection and appropriate reaction to security incidents.

Worldpay is fully compliant with the PCI DSS Standard and confirmation can be found by visiting: https://www.visa.com/splisting/searchGrsp.do

References

Proposers must provide a minimum of three (3) references from three local government or state governmental entities for whom equal or larger scope of services are either currently being provided or have been provided in recent past (not more than one year). Contact person(s), addresses and telephone numbers for each reference shall be included.

Client Reference / Address	Name / Title	Contact Phone
City of Baton Rouge / Parish of East Baton Rouge P.O. Box 1471 Baton Rouge, LA 70821	Justin Mayers Treasurer	225.389.3123
Lafayette Parish Consolidated Government 705 W. University Ave. Lafayette, LA 70502	Tammie Andrus Accounting Manager	337.291.8206
St. Tammany Parish Hospital 1202 S. Tyler Street Covington, LA 70433	Sandra Dipietro CFO	985.898.4000

C. Technical Proposal

Illustrating and describing compliance with the RFP requirements defined in the Scope of Work/Services (Part II) and Proposer Qualifications.

Scope of Work/Service

2.1 Scope of Work/Services

1. **The Merchant service provider (or providers, if multiple contracts are awarded) will be required to provide and operate, consistent with Parish guidelines and oversight, its own front-end payment system to process customer payments for various debt types owed to the Parish.**

Worldpay can support a number of processing environments including host-to-host, store-to-host, batch, terminal data capture, host data capture and real-time authorizations. We own and operate all of our own data centers and can be a single-source provider for your credit, debit, and gift card processing requirements. We work with our partners to identify the best API integration path depending on their solution and collaborate to certify accordingly. We are happy to expand on this process as necessary at the next stage of our partnership.

2. **Online features of the merchant account management software - The vendor should highlight how the merchant account is managed by the accounting/finance functions. For example, describe all the tools and methods for viewing transactions/batches, changing account information, responding to charge backs, user management, etc.**

Worldpay's iQ tool is our robust, easy-to-use, web-based reporting tool for merchants to access their payment processing data. Worldpay iQ is a comprehensive solution to give merchants actionable insights into running their business more efficiently by enabling them to view all their transaction data broken down by card types, gift transactions, chargebacks, and more. The iQ tool delivers a customizable interface to enable convenience and secure access to merchant business data. As an enterprise-class reporting tool, it is designed for merchants of all sizes to help streamline workflows, handle large data sets, and deliver reports. iQ is a complete solution for online self-service reporting. iQ is a comprehensive solution to help merchants focus on what's important to their business.

Some of the key features of IQ include:

- Alerts – Merchants can better monitor their business with various types of alerts regarding chargebacks, statements, reports, and more.
- Flexible User Management – Effectively control administrative functions such as user set-up and profile settings. Track users as well as manage IP access and get a consolidated view of users and data at the organizational level.
- Worldpay Payment Processing Summary – View snapshots of payment processing activity/history (up to 36 months) as well as provide a way to dive deeper into specific areas. You are also able to view your processing statement.

- Reporting and Search Tool – View historical key reports containing valuable information related to reconciliation, interchange management, fees, possible fraud, exception handling, etc. In addition, a merchant can simply search by card numbers (full and partial), tokens, date range, or dollar amount to get important details on each transaction including EMV data. iQ can also export to CSV or Excel spreadsheet.
- Online Support – Worldpay's online self-service support includes interactive resources, informative industry content, and Worldpay 'how-to' product content.
- Disputes - iQ users can view and respond to the various types of disputes (chargebacks) that could be brought against a merchant by a customer or card issuing bank. Merchants can easily search, select and work chargebacks, draft retrievals, and pre-notifications for resolution.

To view an online demo of the iQ portal that displays some of the functionality of this key product, please go to the following URL:
https://players.brightcove.net/5076297064001/default_default/index.html?videoId=6089394765001

3. Merchant account - management software must be able to identify sub departments in transactions or multiple accounts.

Worldpay supports multiple merchant IDs to allow clients to separate processing activity based on a number of factors, such as location, function, product, sales group, customer alliance, and many other factors. This information can be further refined through divisional information, which allows our systems to provide roll-up reporting to consolidate processing activity while maintaining individual location information.

Our systems currently support the following data hierarchy:

Chain Codes
Typically one chain code is assigned per client, but for complex merchant organizations, more than one chain code may be required. Settlement and reporting is at the chain code level. If multiple chain codes are utilized, separate reports and settlement entries will be made by our systems. Reports and settlement can be directed to the same destination or to a different destination for each chain code.

Divisions
Division codes are numeric values, such as 111 and 123, used to group individual store / account numbers for roll-up reporting. Reports reflect divisional roll-up information, and iQ can be setup to limit access to specific division sections within reports. Settlement entries can be made at the division level if this roll-up processing option is required. Typical uses of the division code include regional groups, such as using Division 100 for Eastern, Division 200 for Southeast, etc.

Account Numbers
The account number is the lowest level of processing hierarchy supported by our systems. Separate account numbers are assigned to each location and/or product function. Store/Account Numbers can be grouped at the division level and are also rolled up to the chain code level. Settlement entries and processing invoices can be made at the account level if chain code roll-up is not required.??

4. **Merchant service provider is asked to provide application programming interface (API) for the debit/credit card processing that is .NET based and can be imbedded in any Jefferson Parish .Net application software.**

Worldpay's primary means of integration is via our XML file specification. We also have a number of SDK's in various languages including PHP, Ruby, Java, .Net and Python to assist in the integration process.

5. **Merchant service provider must also be able to work with other Parish Vendors to develop APIs between their payment system and service delivery or billing software.**

Worldpay offers several simple APIs depending on the nature of the payment channel or preferred features and functionalities.

6. **All software (API) provided must be PCI compliant.**

Worldpay adheres to the PCI Data Security Standard (PCI DSS), which provides an actionable framework for developing a robust payment card data security process including prevention, detection and appropriate reaction to security incidents.

Worldpay is fully compliant with the PCI DSS Standard and confirmation can be found by visiting: https://www.visa.com/splisting/searchGrsp.do

7. **All payments made by a customer must be immediately deposited directly into a designated Parish bank account through a Parish-approved banking partner, and at no time would flow through the Contractor's bank account.**

Settlement will be made directly to Jefferson Parish's designated bank account in accordance with the settlement timeframe. Funds would not flow through Worldpay's bank account.

2.2 Period of Agreement

The term of the contract shall be for 2 years commencing on date of execution and shall expire 2 years thereafter. The contract may include two 2-year extensions.

Noted and accepted.

2.3 Cost Proposal (Price Schedule)

Cost proposals must be submitted in a separate sealed envelopes which will remain sealed until such time after the evaluation committee makes its evaluation of the proposals on all factors and criteria stated in the RFP. The cost proposals shall not be included in the evaluation criteria. Cost shall be worth twenty-five percent (25%) of the total points assigned. Evaluation of cost shall take place after technical evaluation has been completed.

Pricing must be submitted on the Cost Proposal (Price Schedule) furnished in Attachment B. All proposed pricing shall be inclusive of all additional costs and expenses, including shipment. Prices submitted shall remain firm for the term of the contract, unless otherwise negotiated.

Please refer to the Price Attachments proposal, included as a separate attachment with our Technical response.

2.4 Deliverables

The deliverables listed in this section are the minimum desired from the successful proposer. Every proposer must describe what deliverables will be provided per their proposal, and how the proposed deliverables will be provided.

Worldpay can support a number of processing environments including host-to-host, store-to-host, batch, terminal data capture, host data capture and real-time authorizations. We own and operate all of our own data centers and can be a single-source provider for your credit, debit, and gift card processing requirements. We work with our partners to identify the best API integration path depending on their solution and collaborate to certify accordingly. We are happy to expand on this process as necessary at the next stage of our partnership.

Worldpay processes all payments in-house and does not rely on third parties for our core transactions i.e. capture authorization and processing. Worldpay does however enable third-party software, websites, and gateways to integrate to our platforms to expose transaction processing via several different integration points.

2.5 Location

The location(s) where service(s) is/are to be performed are at various Jefferson Parish facilities on both the east and west banks of the Parish.

Noted and accepted.

2.6 Financial Profile

Proposers are requested to submit documentation from the past 3 years demonstrating proposer's financial stability. Documentation may include audited financial statements including balance sheets, income statements, documentation regarding retained earnings, assets, liabilities, etc.

FIS provides a financially strong business partner to Jefferson Parish. Our durable business model allows us to obtain highly recurring revenue and a strong balance sheet (Ample liquidity and strong free cash flow generation).

To further demonstrate our financial strength, we are pleased to provide the following selected data (FIS' Revenues and Gross Profits, 2015-2021):

- 2021 Results - Revenue: $13,877MM; Gross Profit: $5.195MM
- 2020 Results - Revenue: $12,552MM; Gross Profit: $4,204MM
- 2019 Results - Revenue: $10,333MM; Gross Profit: $3,723MM
- 2018 Results - Revenue: $8,423MM; Gross Profit: $2,854MM
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- 2016 Results - Revenue: $8,831MM; Gross Profit: $2,936MM
- 2015 Results - Revenue: $6,260MM; Gross Profit: $2,189MM

Worldpay's comprehensive financial data can be found in our latest annual report (2021): https://www.investor.fisglobal.com/financial-information/annual-reports

Capital One Financial Corporation's annual reports can be downloaded at the following link: http://phx.corporate-ir.net/phoenix.zhtml?c=70667&p=irol-reportsannual.

Proposer must include information demonstrating the proposer's financial stability and ability to obtain and maintain bonding and insurance requirements in order to be eligible to be assigned a higher score. Proposals which lack the description of the proposer's financial status or the required certification of bonding and insurance requirements may be assigned a lower score.

Please refer to the Certificates of Insurance section for appropriate information.

2.7 Proposal Elements

A. Technical Information

1. Each proposer shall address how the proposer will achieve/meet the scope of work as stated in Section 2.1. Technical approach shall detail the following: Plans and/or schedule of implementation, orientation, and/or installation, etc. (whichever is relevant to the RFP requirements).

Worldpay processes all payments in-house and does not rely on third parties for our core transactions i.e. capture authorization and processing. Worldpay does however enable third-party software, websites, and gateways to integrate to our platforms to expose transaction processing via several different integration points.

Please refer to the Project Schedule Section for details on Worldpay's implementation plan.

2. Plans for necessary training, where applicable. Information demonstrating an affirmative statement shall be required that the proposer has reviewed the scope of work, understands the nature thereof and is willing and capable of providing the services thereof.

Worldpay has a strong history of working collaboratively with our merchants' training departments to provide customized training to their specific training needs. We can provide training for new products/ system releases. Worldpay has read and addressed the scope of work in Section 2.1 above.

3. **Proposer shall likewise include any information concerning any innovative concepts pursuant to this RFP and terms and conditions that the proposer desires consideration by the Parish.**

Processing billions of dollars in card transactions per year, Worldpay has been partnering with leading businesses and government agencies for decades. Our in-house systems and innovative development capabilities allow you to choose from a variety of authorization and settlement configurations.

We support all high-volume card networks through direct network interfaces with full redundancy to provide improved network authorization performance, reliability and availability. Our systems utilize a primary and secondary routing capability to allow transactions to be processed through an alternative authorization interface if a direct network interface is not available. Our robust processing configuration offers a variety of unique processing capabilities that are available from no other processor in the industry today.

Worldpay provides authorizations, settlement and refund processing for Visa, Master, Discover, JCB and Amex, international payments, as well as alternative payment solutions such as, mobile payments, PayPal, and eCheck Direct Debit.

Worldpay supports the latest emerging payments such as, mobile payments, mobile wallets, tokenization, EMV, NFC and all payment types that helps reduce PCI DSS scope with the merchant. As a Worldpay client, you have access to a full line of resources and experts on our product team to help you as you look at adopting these new and emerging forms of payments.

Worldpay is keenly attentive to opportunities to help its merchants increase conversions and payments acceptance. We closely monitor both new payment solutions introduced to the market, as well as merchant and end user demand for these solutions. Given the wide variety of potential solutions to support and recognizing that our merchants know their target customers better than we do, we give priority to those for which we observe a critical mass of merchant demand.

B. **Proposer Qualifications and Experience**

1. **Proposers shall provide a detailed statement of related services to government entities or private entities which identifies customer satisfaction, demonstrated volume of merchants, etc. Proposer must provide a detailed description of customer service capabilities, including resumes of personnel assigned, total number of personnel and timeline of customer inquiries and complaints, as applicable.**

Worldpay and its partners have a sophisticated Government Merchant Service Program. Offering complete solutions with best-in-class technology, Worldpay processes for Federal, State, County and Municipal governments, departments and related organizations. Some examples are Worldpay is one of the dedicated processors for the Internal Revenue Service online payment site. Worldpay also provides payment capability to multiple state governments, including Indiana, Hawaii, New Jersey for Child Support Enforcement, to name a few. Numerous cities and counties are using Worldpay to process an assortment of taxes, fines and fees. Presently, across all government related customers, Worldpay processes over $10 billion dollars annually.

Worldpay focuses on the solutions government needs and therefore does not treat government payment processing as a single vertical, but multiple verticals and sub-verticals utilizing different products and programs to insure best in class processing for each government opportunity. Worldpay realizes that county

taxes are not the same as child support payments, which are not the same as federal taxes, which are not the same as municipal court fees.

2. **Proposer shall provide resumes for account manager(s), designated customer service representative(s) and any and all key personnel anticipated to be assigned to this project, in addition to resumes of any and all subcontractors.**

David Blasini will serve as the Parish's primary contact. He will interact with key personnel at the Parish ensuring that all treasury management requirements are being met by Capital One. He will provide new opportunities and keep the Parish abreast of any new products and services that he believes are applicable to the Parish in enhancing your treasury management experience

Worldpay Relationship Managers (RM) will be assigned to the Parish based on their independent experiences and expertise within industries, as well as their current availability. We will work within our means to assign a RM to your account who brings specific industry knowledge, real value, and extreme passion to your payments processing portfolio.

We assign resources after we are selected as the payment processing provider.

All persons assigned to the Jefferson Parish account are full-time employees of Capital One. We do not utilize the services of subcontractors.

D. Proposer Qualifications and Experience

History and background of Proposer, including but not limited to status with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.

Worldpay and its partners have a sophisticated Government Merchant Service Program. Offering complete solutions with best-in-class technology, Worldpay processes for Federal, State, County and Municipal governments, departments and related organizations. Some examples are Worldpay is one of the dedicated processors for the Internal Revenue Service online payment site. Worldpay also provides payment capability to multiple state governments, including Indiana, Hawaii, New Jersey for Child Support Enforcement, to name a few. Numerous cities and counties are using Worldpay to process an assortment of taxes, fines and fees. Presently, across all government related customers, Worldpay processes over $10 billion dollars annually.

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E. Innovative Concepts

Present innovative concepts, if any, not discussed above for consideration.

Worldpay from FIS is innovative by nature and consistently the first to market with the latest solutions. By applying a customer-led approach to innovation and product development, we ensure we capitalize on the latest technology and consumer trends, and deliver:

- Access to the latest payment innovations
- More customer choice
- Enhanced customer and user experiences

Our Future and Innovation team is continuously assessing new payment technologies, their market relevance and how these can assist our customers in achieving their strategic aims.

Members of this team can hold Innovation labs and workshops with you to identify new product developments and solutions which support your strategic aims.

You will also be able to directly influence our future roadmaps, ensuring we prioritize enhanced and new functionality which is most important to you.

With the help and support of our Future and Innovation team, we are driven and passionate about ensuring our merchants can take full advantage of innovations and new technologies in the payments industry now, and in the future.

F. Project Schedule

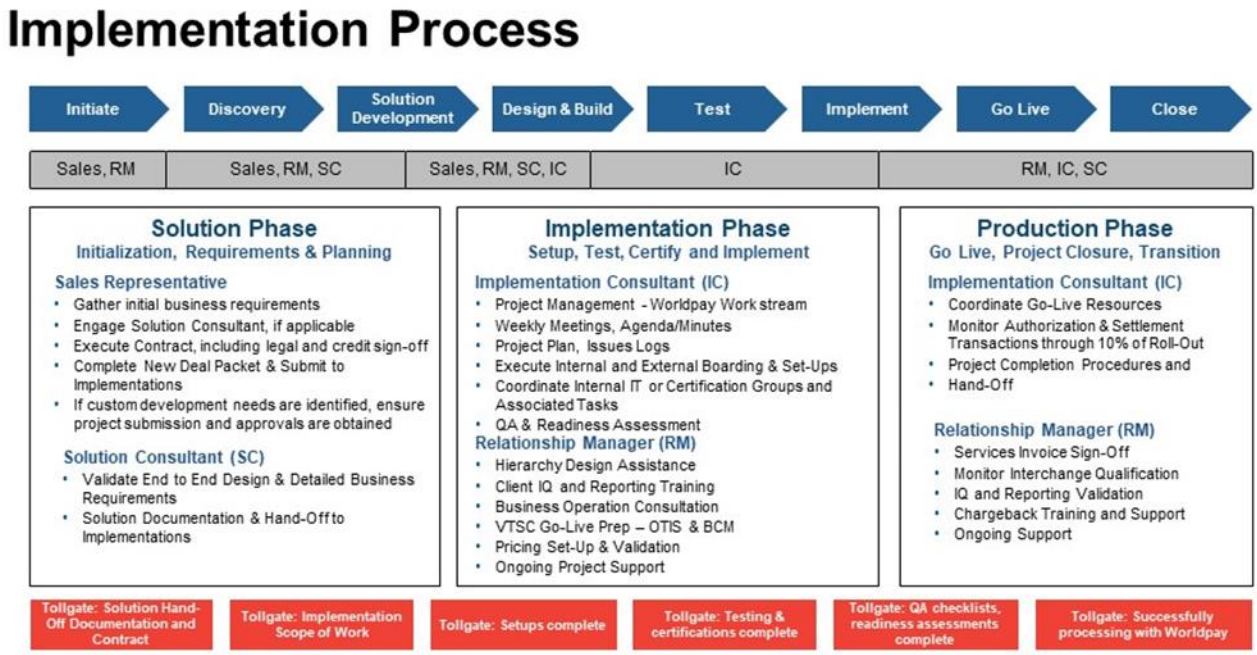
Detailed schedule of implementation plan for pilot (if applicable) and full implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.

Our standard merchant conversion timeframe, including scoping and other SLAs, is four to six months. Four months is a realistic timeframe for the establishment of a new processing interface, if the processing interface does not require substantial custom development, setup, training and system integration. For client setups requiring special programming, complex networking, new feature development, training and multiple systems integration, six months is often a more realistic timeframe.

Jefferson Parish will have an Implementation Consultant/Project Manager who will provide guidance as needed throughout the implementation process.

Your Implementation Manager will ensure that the status of the installation, training and testing and certification items are discussed and addressed, and that outstanding issues or anticipated issues are directed to the appropriate Jefferson Parish representatives.

Implementation is broken up into three segments: solution, implementation and production phases. Below is an overview of each segment:



Worldpay Implementation Process Details.

Solution Phase

During this phase the Solutions Team works with Jefferson Parish to plan a solution based on your requirements. After agreed upon contracts and documents are signed, Worldpay holds a kickoff call with Jefferson Parish. The Sales Representative introduces your RM and Implementation Team. The Solutions

Team instructs the Implementation Team on the needed requirements and recommended solution; Worldpay builds out a customized timeline and schedule for both parties to follow.

Implementation Phase

The Implementation Team assigns a designated Implementation Consultant during conversion that would best align with the integration needs of the project. Worldpay engages product managers as needed and completes the Statement of Work (SOW). Any third party that is involved is engaged to coordinate implementation and activity at this time. Together we will develop a custom project plan that will provide details of the engagement, resource requirements and a timeline for both sides to work against including any phased approach.

Worldpay provides training and documentation upon initial implementation as well as when there are substantive changes to the product.

Production Phase

In the last stage, the Implementation Consultant and RM work with Jefferson Parish to validate production. Worldpay continues to monitor all activity and validates billing. After all implementation is completed, the Implementation Team transitions activity over to your RM.

Worldpay employs a staff of experienced and highly knowledgeable Implementation Consultants. The Implementation Consultant is your dedicated facilitator, organizer, trainer and information source. They are focused intently on the success of your project. The majority of the Worldpay Implementation Consultants have 5 to 20 years of experience coordinating projects at Worldpay. Combined, the team has 275 years of experience! Each Implementation Consultant is required to complete an extensive training program to manage conversions, as well as participate in continual learning programs throughout their career.

G. Financial Profile

Proposers are requested to submit documentation from the past three (3) years demonstrating proposer's financial stability. Documentation may include audited financial statements including balance sheets, income statements, documentation regarding retained earnings, assets, liabilities, etc. Such information should be included in the technical portion of the proposal submission and MUST NOT be included with the cost proposals and/or price schedules.

FIS provides a financially strong business partner to Jefferson Parish. Our durable business model allows us to obtain highly recurring revenue and a strong balance sheet (Ample liquidity and strong free cash flow generation).

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Capital One Financial Corporation's annual reports can be downloaded at the following link: http://phx.corporate-ir.net/phoenix.zhtml?c=70667&p=irol-reportsannual.

H. Cost Proposal

Proposer's fees and other costs shall be submitted in a separate online envelope (Name Price Attachments) with proposal submission. This cost proposal shall include any and all costs the proposer wishes to have considered in the proposed contractual arrangement with the Parish of Jefferson. The cost proposal shall be worth twenty-five percent (25%) of the total points assigned. Evaluation of cost proposal shall take place after technical evaluation has been completed.

Please refer to the separate Price Attachments proposal included with our Technical response.

Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA Inc.
800 East Canal St.
Suite 900
Richmond, VA 23219
Attn: Richmond.CertRequest@marsh.com; 212-948-0884 (fax)
CN102108603-CONA-2/28-22-23

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co. Of America	25674
INSURER B : Travelers Indemnity Company of Connecticut	25682
INSURER C : American Zurich Insurance Company	40142
INSURER D : Zurich American Insurance Company	16535
INSURER E :	
INSURER F :	

INSURED
Capital One National Association
Attn: Corporate Insurance12073-0400
15000 Capital One Drive
Richmond, VA 23238

COVERAGES **CERTIFICATE NUMBER:** CLE-005801900-16 **REVISION NUMBER:** 10

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			H-660-8F213882-TIL-22	02/28/2022	02/28/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X $2,000,000 PER						MED EXP (Any one person)	$ 10,000
	X LOCATION AGGREGATE						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 20,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	**AUTOMOBILE LIABILITY**			810-0P687952-22-N2-G	02/28/2022	02/28/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							COMP & COLL DED	$ 500
A	X **UMBRELLA LIAB** X OCCUR			CUP-8P294284-22-N2	02/28/2022	02/28/2023	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**			WC9172454-09 (AOS)	02/28/2022	02/28/2023	X PER STATUTE OTH-ER	
D	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC0664597-04 (WI)	02/28/2022	02/28/2023	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: The Parish of Jefferson, its Districts, Departments and Agencies under the direction of the Parish President and the Parish Council, 200 Derbigny Street, Gretna, LA 70053 is/are included as additional insured (except Workers' Compensation) where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions. Coverage is primary and non-contributory to any other available insurance.

CERTIFICATE HOLDER

Jefferson Parish,
its Districts, Departments and Agencies
under the direction of the Parish President
and the Parish Council
200 Derbigny Street
Gretna, LA 70053

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Marsh USA Inc.

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/03/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Philadelphia PA Office
One Liberty Place
1650 Market Street
Suite 1000
Philadelphia PA 19103 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	AXIS Insurance Company	37273
INSURER B:	ACE American Insurance Company	22667
INSURER C:	Indemnity Insurance Co of North America	43575
INSURER D:	ACE Fire Underwriters Insurance Co.	20702
INSURER E:	The Continental Insurance Company	35289
INSURER F:		

INSURED
Fidelity National Information Serv. Inc.
and all subsidiaries
601 Riverside Ave
Jacksonville FL 32204-2946 USA

COVERAGES **CERTIFICATE NUMBER:** 570091036782 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			HDOG72493886	01/01/2022	01/01/2023	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			ISA H25551801	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
E	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10,000			7018146359	01/01/2022	01/01/2023	EACH OCCURRENCE	$10,000,000
							AGGREGATE	$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WLRC68921673 WC AOS	01/01/2022	01/01/2023	X PER STATUTE / OTH-ER	
D	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SCFC68921752 WC WI	01/01/2022	01/01/2023	E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
A	Cyber Liability			P00100004790604 E&O/Cyber/Prof Liab SIR applies per policy terms & conditions	11/09/2021	11/09/2022	E&O/Cyber	$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Updated versions of this certificate can be obtained as policies renew by contacting Insurance@FISGlobal.com Umbrella Coverage is follow form of the General Liability and Automobile Liability policies per the terms and conditions of the policies.

CERTIFICATE HOLDER

Fidelity National Information Services
Master Certificate of Insuarance
c/o FNIS
601 Riversie Ave., Bldg 1
Jacksonville FL 32204 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570091036782

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 12/31/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER
Aon Risk Services Central, Inc.
Philadelphia PA Office
One Liberty Place
1650 Market Street
Suite 1000
Philadelphia PA 19103 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 570000080055

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Lloyd's Syndicate No. 2623	AA112862
INSURER B:	U.S. Specialty Insurance Co	29599
INSURER C:	American Home Assurance Co.	19380
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Fidelity National Information Serv. Inc.
and all subsidiaries
601 Riverside Ave
Jacksonville FL 32204-2946 USA

COVERAGES **CERTIFICATE NUMBER:** 570090984139 **REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Special Form including Wind/Earthquake/Flood Valuation - Property Damage Replacement Cost Deductibles - The Insurer shall be liable for each loss separately occurring or for the sum of all losses arising from the same "occurrence" excess of $250,000 Combined Property Damage.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
C	X PROPERTY CAUSES OF LOSS / DEDUCTIBLES BASIC / BUILDING BROAD / CONTENTS X SPECIAL EARTHQUAKE WIND FLOOD Blkt B&PP Ded	044065047	01/01/2022	01/01/2023	BUILDING PERSONAL PROPERTY X BUSINESS INCOME EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP X BLANKET BLDG & PP X Loss Limit	 $5,000,000 Included $5,000,000
	INLAND MARINE CAUSES OF LOSS NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
A	X CRIME TYPE OF POLICY Crime - Primary	W30C18210101 Crime	11/09/2021	11/09/2022	X Aggregate	$15,000,000
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Worldpay LLC is a wholly owned subsidiary of Fidelity National Information Services, Inc. and is accordingly named insured on all policies evidenced herein

CERTIFICATE HOLDER

Fidelity National Information Services
Master Certificate of Insurance
c/o FNIS
601 Riverside Avenue, Bldg 1
Jacksonville FL 32204 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Aon Risk Services Central, Inc.

Holder Identifier :
CERTIFICATE NUMBER: 570090984139

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AGENCY CUSTOMER ID: 570000080055

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Fidelity National Information Serv. Inc.
POLICY NUMBER: See Certificate Numbe 570091036782	
CARRIER: See Certificate Numbe 570091036782 / NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
B		N/A		WCUC6892179A WC Ohio	01/01/2022	01/01/2023		
B		N/A		WLRC68921715 WC CA,MA	01/01/2022	01/01/2023		

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Insurance Exceptions

Insurance Requirements

~~INSURANCE REQUIREMENTS~~

~~All insurance requirements shall conform to Jefferson Parish Resolution No. 136353 (previously 113646).~~

~~The proposer shall not commence work under this contract until it has obtained all insurance and complied with the insurance requirements of the specifications and Resolution No. 136353 (amends Resolution No. 113646), as amended.~~

~~Proposers must provide with proposal submission a current (valid) insurance certificate evidencing required coverages. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the selected proposer will be required to provide final insurance certificates to the Parish which shall name **the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability, Workmen's Compensation Insurance and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish RFP solicitation number~~

WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be $1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than $500,000 per occurrence.

COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: $1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability $1,000,000.00 each person; $1,000,000.00 each occurrence. Property Damage Liability $1,000,000.00 each occurrence.

DEDUCTIBLES

No insurance required shall include a deductible greater than $10,000.00. The cost of the deductible is borne by the proposer.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

Attachments

Signature Page

Request for Proposals #0438

Merchant Card Payment Processing Services

SIGNATURE PAGE

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from qualified proposers who are interested in providing Merchant Card Payment Processing Services for the Jefferson Parish Finance Department.

Request for Proposals will be received until 3:30 p.m. Local Time on: May, 13, 2022.

Acknowledge Receipt of Addenda: Number: 1
Number: 2
Number: _____
Number: _____
Number: _____
Number: _____

Name of Proposer: Capital One Bank

Address: 3840 Emerald Drive, Mandeville, LA 70471

Phone Number: 985.674.8113 Fax Number N/A

Type Name of Person Authorized to Sign: David Blasini

Title of Person Authorized to Sign: Senior Vice President

Signature of Person Authorized to Sign: _____

Email Address of Person Authorized to Sign: david.blasini@capitalone.com

Date: 5/23/2022

This RFP signature page must be signed by an authorized Representative of the Company/Firm for proposal to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

Certificate of Incumbency (in lieu of Corporate Resolution)

CAPITAL ONE, NATIONAL ASSOCIATION
CERTIFICATE OF INCUMBENCY

I, Noah Hochstadt, by this writing, hereby certify that:

1) I am a duly elected or appointed Assistant Secretary of Capital One, National Association (the "National Bank"), and in such capacity, I am authorized to execute this certificate on behalf of the National Bank; and

2) David Blasini is duly recognized as an authorized signer for the National Bank for the purposes of: (i) submitting proposals and entering into all documents, agreements, and instruments for the National Bank to become a depository for public funds and provide Government Banking clients with products and services offered by or through the National Bank; (ii) executing certain tri-party agreements, with third party custodians and Government Banking clients, in connection with the pledging of National Bank assets as collateral for such clients' deposits in accordance with applicable state laws and for the safekeeping of such assets; and (iii) providing any certifications, statements, or reports to counterparties of the National Bank pursuant to such proposals and agreements.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 5th[th] day of April, 2021.

Noah Hochstadt
Assistant Secretary

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF _____ INCORPORATED.

AT THE MEETING OF DIRECTORS OF _____ INCORPORATED, DULY NOTICED AND HELD ON _____, A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED THAT _____, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL PROPOSALS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH PROPOSAL OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.

_____

SECRETARY-TREASURER

_____

DATE

Affidavit

Request for Proposal

AFFIDAVIT

STATE OF Louisiana

PARISH/COUNTY OF St. Tammany

BEFORE ME, the undersigned authority, personally came and appeared: David P. Blasini _____, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized representative of Capital One, N.A. (Entity), the party who submitted a proposal in response to RFP Number 0438, to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B ✓ there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Affiant further said:

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B ✓ There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

Solicitation of Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all elected officials of the Parish of Jefferson, whether still holding office at the time of the affidavit or not, where the elected official, individually, either by **telephone or by personal contact,** solicited a campaign contribution or other monetary consideration from the Entity, including the Entity's officers, directors and owners, and employees owning twenty-five percent (25%) or more of the Entity, during the two-year period immediately preceding the date the affidavit is signed. Further, to the extent known to the Affiant, the date of any such solicitation is included on the attached list.

Choice B ✓ there are **NO** solicitations for campaign contributions which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Affiant further said:

Subcontractor Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A ✓ Affiant further said that attached is a listing of all subcontractors, excluding full time employees, who may assist in providing professional services for the aforementioned RFP.

Capital One Merchant Services Powered by WorldPay

Choice B _____ There are **NO** subcontractors which would require disclosure under Choice A of this section.

Signature of Affiant

David P. Blasini
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME
ON THE 23 DAY OF May, 2022

Vicki H Conners
Notary Public

Vicki H. Conners
Printed Name of Notary

63216
Notary/Bar Roll Number

VICKI H. CONNERS
ID#63216
PARISH OF ST.TAMMANY
COMMISSION FOR LIFE

My commission expires Without Life

Worldpay – Sample Application and Terms and Conditions

1.2022-CAP1

BANK CARD MERCHANT AGREEMENT

This Bank Card Merchant Agreement is made among WORLDPAY, LLC ("Processor") having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384, the Member Bank and _____ ("Merchant") having its principal office at _____. Processor, Member Bank and Merchant hereby agree as follows:

I. Processor and/or Member Bank participates in programs affiliated with MasterCard, VISA, Discover, and Other Networks which enable holders of Cards to purchase goods and services from selected merchants located in the United States by use of their Cards.

II. Merchant wishes to participate in the MasterCard, VISA, Discover, and the Other Networks systems at its United States locations by entering into contracts with Cardholders for the sale of goods and services through the use of Cards.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth, the parties agree as follows:

1. Definitions.

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

Account shall mean an open checking account at Capital One, National Association or its affiliate, or at another financial institution acceptable to Processor which Processor or its agent can access through the ACH system.

Account Change means a change in the Account or the financial institution where the Account is located.

ACH shall mean the Federal Reserve's Automated Clearing House ("ACH") system.

Agreement means this Bank Card Merchant Agreement, the Merchant Price Schedule, and each exhibit, schedule, and addendum attached hereto or referencing this Agreement, as well as all documents and other materials incorporated herein by reference.

Association means VISA, MasterCard, Discover, or any Other Network, as the same are defined herein.

Rules Summary means the document containing a summary of key Operating Regulations governing this Agreement as amended from time to time, which is incorporated into this Agreement by reference.

Cards shall mean MasterCard, VISA, Discover and Other Network cards, account numbers assigned to a cardholder, or other methods of payment accepted by Processor, for which pricing is set forth in the Agreement.

Cardholder shall mean any person authorized to use the Cards or the accounts established in connection with the Cards.

Data Incident shall mean any alleged or actual compromise, unauthorized access, disclosure, theft, or unauthorized use of Card or Cardholder information, regardless of cause, including without limitation, a breach of or intrusion into any system, or failure, malfunction, inadequacy, or error affecting any server, wherever located, or hardware or software of any system, through which Card information resides, passes through, and/or could have been compromised.

Discover shall mean Discover Financial Services, LLC.

Disputed Amount shall mean amounts invoiced by Processor which are disputed by Merchant in good faith for which Merchant provides a reasonably detailed notice of the dispute before such amounts are past due. A dispute will not exist as to an entire invoice merely because certain amounts on the invoice are Disputed Amounts.

Event of Default shall mean each event listed in Section 13.

Float Event shall mean a circumstance where Processor, for whatever reason, advances settlement or any amounts and/or delays the assessment of any fees.

Initial Term shall mean three years from the 1st day of the calendar month following the later of the date Processor executes this Agreement or the first date that all of Merchant's locations receive the Services from Processor.

IP Rights shall mean copyright, trademark, trade name, trade secret, patent, database rights or other intellectual property right.

Member Bank shall mean a member of VISA, MasterCard and/or Other Networks, as applicable, that provides sponsorship services in connection with this Agreement. As of the commencement of this Agreement, the Member Bank shall be Capital One, National Association.

Service Delivery Process means Processor's then standard methods of communication, service and support, including but not limited to communication via an online Merchant portal, email communication, statement notices, other written communications, etc.

Merchant Supplier shall mean a third party other than Processor or Member Bank used by Merchant in connection with the Services received hereunder, including but not limited to, Merchant's software providers, equipment providers, and/or third party processors.

MasterCard shall mean MasterCard International, Inc.

Operating Regulations means the by-laws, operating regulations and/or all other rules, policies and procedures of VISA, MasterCard, Discover, and/or Other Networks as in effect from time to time.

Other Network shall mean any network or card association other than VISA, MasterCard, or Discover that is identified in the Merchant Price Schedule and in which Merchant participates hereunder.

PCI shall mean the Payment Card Industry Data Security Standard.

Service shall mean any and all services described in, and provided by Processor pursuant to, this Agreement.

VISA shall mean VISA USA, Inc.

Other defined terms and Services applicable to this Agreement will be contained in a "General Services Addendum" as described herein.

2. Rules Summary; Operating Regulations; General Services Addendum. Merchant acknowledges receipt and review of the Rules Summary, which are incorporated into this Agreement by reference. Merchant agrees to fully comply with all of the terms and obligations in the then current Rules Summary, as changed or updated by Processor from time to time, at Processor's sole reasonable discretion with notice in accordance with the Service Delivery Process. The Rules Summary is a summary of key Operating Regulations that govern this Agreement. In the event there is a change in the Rules Summary by Processor that is not related to or based on a corresponding Association rule or requirement, such provision will not be binding on Merchant. Merchant agrees to participate in the Associations in compliance with, and subject to, the Operating Regulations. Without limiting the foregoing, Merchant agrees that it will fully comply with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), VISA, MasterCard, Discover, and/or Other Networks, including but not limited to PCI, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, the American Express Data Security Requirements (DSR), and any other program or requirement that may be published and/or mandated by the Associations. Should any Operating Regulation(s) not be publicly available or otherwise made available to the Merchant, such unavailability shall not alter or limit Merchant's obligation to comply with the Operating Regulations. Notwithstanding Processor's assistance in understanding the Operating Regulations, Merchant expressly acknowledges and agrees that it is assuming the risk of compliance with all provisions of the Operating Regulations, regardless of whether Merchant has possession of those provisions. Both MasterCard and VISA make excerpts of their respective Operating Regulations available on their internet sites. Merchant acknowledges responsibility for any liability resulting from its decision not to participate in optional Association programs, including but not limited to any increased Data Incident liability resulting from its decision not to participate in an Association EMV program. In the event Merchant chooses to participate in an optional Association program, including but not limited to an EMV program, Merchant acknowledges and agrees that it shall be responsible for (i) ensuring compliance with any applicable program requirements and/or Operating Regulations applicable to such program, including but not limited to making any updates to its point of sale equipment and (ii) any cost associated with

its participation in the applicable program, including any costs assessed to Merchant by Processor. Certain other Services applicable to this Agreement will be contained in Addendum A - General Services Addendum as may be published and modified from time to time by Processor and the parties agree that such Addendum shall be incorporated into and made part of this Agreement and that such Addendum is incorporated into and made part of this Agreement and that such addendum shall apply only with respect to those Addendum Services actually provided by Processor and received by Merchant hereunder. Merchant acknowledges receipt and review of the General Services Addendum. In the event of a conflict between the fees set forth on the Merchant Price Schedule and the General Services Addendum, the Merchant Price Schedule shall control.

3. **Application; Change in Business.** Merchant represents that all information supplied by Merchant in connection with its application or other request for services is complete and accurate. In accordance with Section 326 of the USA Patriot Act, Processor is required to review and record information from the documents used in identifying new merchant customers. The preceding sentence is intended to inform Merchant of Processor's procedures and of Processor's responsibility under the USA Patriot Act. Merchant agrees to provide Processor with 30 days prior written notice of Merchant's intent to change its business form or entity in any manner (e.g. a change from a limited liability company to a corporation), and/or of Merchant's intent to sell its stock or assets to another entity.

4. **Card Acceptance.** Merchant must accept all Cards and complete all Card transactions in accordance with the Operating Regulations. In the event Processor for whatever reason is unable to obtain, or due to system delays chooses not to wait to obtain, authorization from an Association, Processor may at its option "stand-in" for such entities and authorize the sales transaction based on criteria established by Processor, and Merchant remains responsible for such sales transaction in accordance with this Agreement. Merchant has identified to Processor the products and/or services for which it intends to accept Cards as payment. Merchant agrees that it shall only complete and deliver to Processor sales transactions produced as the direct result of bona fide sales made by Merchant to Cardholders for such identified products and/or services, unless otherwise agreed by Processor in writing

5. **Transaction Processing.** Processor or Member Bank will initiate payment to Merchant of the total face amount of each sales transaction acquired and accepted hereunder, subject to the terms and conditions of this Agreement, the Operating Regulations, and applicable law, after Processor receives payment for such sales transactions. Unless otherwise agreed to in writing by Processor, Merchant shall electronically deliver to Processor and in a format acceptable to Processor all credit vouchers and sales transaction records within two (2) business days after the applicable transaction date (or such shorter period as determined by the applicable Association), except (i) in the case of a delayed merchandise delivery, when the sales transaction record shall be delivered within two (2) business days of the merchandise delivery or (ii) as specified otherwise in the Operating Regulations. Merchant agrees that it shall deliver sales transaction records to Processor at least every business day. The preparation and delivery to Processor by Merchant of sales transactions shall constitute an endorsement to Processor by Merchant of each sales transaction, and Merchant authorizes Processor or its representative to place Merchant's endorsement on any sales transaction at any time. Processor may refuse to acquire any sales transaction or claim the amount of which, in whole or in part, it could charge back to the Merchant pursuant to this Agreement, if it had acquired the sales transaction or claim. Merchant acknowledges and agrees that Processor is not responsible for any action or inaction taken by the financial institution or other entity that issued the Card(s) to the Cardholder or the processor of such Card(s). Merchant agrees that Processor may set off any amounts due to Processor from amounts owed to Merchant, including but not limited to any amounts owed to Merchant from Processor and/or any of its affiliate(s).

6. **Exception Items.** Merchant agrees to reacquire and pay Processor the amount of any sales transaction, and Processor shall have the right at any time to charge Merchant's Account therefore with notice via Processor's Service Delivery Process, for any return, chargeback, compliance case, any other Association action, or if the extension of credit for merchandise sold or services or sales transactions performed was in violation of law or the rules or regulations of any governmental agency, federal, state, local or otherwise; or if Processor has not received payment for any sales transaction, notwithstanding Processor's prior payment to Merchant for such sales transaction pursuant to Section 5 above or any other section. Not limiting the generality of the foregoing, Merchant agrees that any operational and/or other Services performed on behalf of Merchant, including but not limited to, production of facsimile drafts in response to copy requests, response to compliance cases, augmentation of Merchant data for interchange, transaction stand-in, digital draft storage and retrieval, etc. shall in no way affect Merchant's obligations and liability in this Agreement including those in the foregoing sentence. Merchant may instruct Processor in the defense of chargebacks, compliance cases and similar actions, and Merchant agrees that it will promptly provide any such instructions to Processor. When Processor has determined it has all necessary information and instructions, Merchant hereby authorizes Processor to resolve chargebacks and respond to retrieval requests and other inquiries without further consulting Merchant.

7. **Merchant Suppliers.** Merchant may use one or more Merchant Suppliers in connection with the Services and/or the processing of some or all of its Card transactions. In no event shall Merchant use a Merchant Supplier unless such Merchant Supplier is compliant with PCI and/or the Payment Application Data Security Standard ("PA-DSS"), depending on the type of Merchant Supplier, as required by the Operating Regulations. Merchant acknowledges and agrees that Merchant shall cause its Merchant Supplier to complete any steps or certifications required by any Association (e.g., registrations, PA-DSS, PCI, audits, etc.). Merchant shall cause its Merchant Supplier to cooperate with Processor in completing any such steps or certifications (if applicable), and in performing any necessary due diligence on such Merchant Supplier. Merchant shall be solely responsible for any and all applicable fees, costs, expenses and liabilities associated with such steps, registrations, and certifications. Merchant shall bear all risk and responsibility for conducting Merchant's own due diligence regarding the fitness of any Merchant Supplier(s) for a particular purpose and for determining the extent of such Merchant Supplier's compliance with the Operating Regulations and applicable law. Merchant expressly agrees that Processor shall in no event be liable to Merchant or any third party for any actions or inactions of any Merchant Supplier used by Merchant, even if Processor introduced and/or recommended the use of such Merchant Supplier to Merchant, or never objected to the use of such Merchant Supplier, and Merchant hereby expressly assumes all such liability.

8. **Cardholder Information.** Merchant shall not disclose, sell, purchase, provide, or exchange Cardholder name, address, account number or other information to any third party other than to Processor or an Association for the purpose of completing a sales transaction unless specifically permitted by the Operating Regulations. Merchant represents and warrants that neither it nor its Merchant Supplier shall retain or store any portion of the magnetic-stripe data subsequent to the authorization of a sales transaction, nor any other data prohibited by the Operating Regulations and/or this Agreement.

Processor acknowledges responsibility for payment card data on its proprietary systems. Processor will (i) maintain its PCI-DSS certification and (ii) be validated as a PCI-DSS compliant service provider. In the event Processor is deemed not to be in compliance with PCI-DSS, Processor shall make commercially reasonable efforts to become compliant and maintain compliance thereafter. As of the execution of the Agreement, PCI-DSS information and standards can be found at the Payment Card Industry Security Council website at https://www.pcisecuritystandards.org/index.htm.

9. **Term.** The term of this Agreement shall commence the date Processor executes this Agreement, and shall continue for the initial Term as defined in Section 1 of this Agreement. Except as hereafter provided, unless either party gives written notice to the other party at least 60 days prior to the expiration of any term, the Agreement including all addenda, schedules and exhibits hereto or referencing this Agreement shall be automatically extended on a calendar month to calendar month basis. Termination of the Agreement or any Service shall not impact any right or obligation arising prior to termination.

Upon termination or expiration of the Agreement or a Service: (i) Merchant shall: (a) discontinue all use of the affected Service, and (b) promptly return to Processor any related Processor property and Processor Confidential Information; and (ii) to the extent practicable, at Merchant's expense, and subject to Section 27, Processor shall use reasonable efforts to comply with Merchant's written instructions

regarding the disposition of Merchant Confidential Information or, if Merchant fails to give such instruction within thirty (30) days after such termination or expiration, then Processor may destroy Merchant Confidential Information in a manner designed to preserve its confidentiality.

10. **Processor Fees.** Merchant agrees to pay Processor the fees, expenses and all other amounts set forth in the Agreement including, but not limited to, the Merchant Price Schedule. Processor may change or add fees and/or charges upon notice to Merchant via Processor's Service Delivery Process, and such fees and/or charges shall be immediately payable by Merchant when assessed by Processor. In the event Processor changes or adds its fees and/or charges pursuant to the immediately preceding sentence ("Fee Change"), Merchant may, subject to the following provisions, terminate the Agreement upon 60 days advance written notice to Processor provided Processor receives such written notice from Merchant of its intention to so terminate within 90 days of the date the Fee Change becomes effective. Upon Processor's receipt of Merchant's written notice pursuant to the immediately preceding sentence, Processor shall have 30 days to rescind or waive the Fee Change, and, in the event Processor elects to rescind or waive the Fee Change, Merchant shall not have the right to terminate this Agreement as a result of the Fee Change and this Agreement shall remain in full force and effect notwithstanding Merchant's written notice to terminate. Merchant acknowledges and agrees that this Section shall not be intended or construed to permit Merchant to terminate the Agreement as a result of a change or increase in fees from third parties and/or in pass through fees as referenced in this Agreement or the Merchant Price Schedule. At Merchant's request, Processor may, in its sole discretion, establish multiple Merchant billing definitions on its system, and in such event Processor shall assess all applicable fees separately and independently with respect to each such billing definition.

11. **Third Party Assessments.** Notwithstanding any other provision of this Agreement, Merchant shall be responsible for all amounts imposed or assessed to Merchant, Processor, and/or Member Bank in connection with this agreement by Member Bank and/or third parties such as, but not limited to, Associations and Merchant Suppliers (including telecommunication companies), to the extent that such amounts are not the direct result of the gross negligence or willful misconduct of Processor. Such amounts include, but are not limited to, fees, fines, assessments, sponsorship fees, penalties, loss allocations, etc. Any changes or increases in such amounts shall automatically become effective upon notice to Merchant via Processor's Service Delivery Process and shall be immediately payable by Merchant when assessed by Processor. In the event of a Float Event, Processor reserves the right to assess to Merchant, and Merchant shall pay to Processor, a cost of funds associated with the Float Event (which Processor may at its option assess as a transaction surcharge), the amount of which shall be determined by Processor in its reasonable discretion, and which may be changed by Processor from time to time, and such cost of funds shall be effective as of the start of the Float Event and shall be immediately payable by Merchant when assessed by Processor.

12. **Exclusivity.** Processor and Member Bank reserve the right to enter into other agreements pertaining to the Services with others including without limitation other merchants. Merchant agrees that Processor shall be the exclusive provider to Merchant, at all of Merchants locations, of the Services and any services that are the equivalent of the Services available from another provider, including any Services or their equivalents that relate to any Cardholder transactions originating at or with a Merchant Supplier that incorporate Merchant's goods and/or services.

13. **Default.** The following events shall be considered an "Event of Default":

(i) Merchant becomes subject to any voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceeding, a receiver is appointed for Merchant, or Merchant makes an assignment for the benefit of creditors, or admits its inability to pay its debts as they become due; or

(ii) Merchant fails to pay or reimburse the fees, expenses or charges referenced herein when they become due; or

(iii) Merchant is in default of any terms or conditions of this Agreement whether by reason of its own action or inaction or that of another; or

(iv) Processor reasonably believes that there has been a material deterioration in Merchant's financial condition; or

(v) any standby letter of credit, if and as may be required pursuant to Section 20, will be cancelled, will not be renewed, or is not in full force and effect; or

(vi) Merchant ceases to do business as a going concern, or there is a change in ownership of Merchant which changes the identity of any person or entity having, directly or indirectly, more than 30% of either the legal or beneficial ownership of Merchant.

Upon the occurrence of an Event of Default, Processor may at any time thereafter terminate this Agreement by giving Merchant written notice thereof. However, except in instances where immediate termination is required by any Association or if Member Bank and/or Processor reasonably believe that the Event of Default poses material risk to either of them or involves a violation of applicable law, Merchant will have 30 days following Processor's notice to cure an Event of Default under Section (ii), (iii), (iv) or (v) prior to termination under this section. Termination of Merchant for any reason shall not relieve Merchant from any liability or obligation to Processor. If, prior to the date on which the then current term of this Agreement is scheduled to expire, either this Agreement is terminated by Processor as specifically permitted by this Agreement, or Merchant for any reason discontinues receiving the Services from Processor (except as may be specifically permitted by this Agreement), Merchant shall be liable to Processor for liquidated damages in an amount equal to the average monthly revenue (which does not include interchange and other Association fees) payable to Processor as a result of this Agreement for the three calendar months in which such revenue was the highest during the preceding 12 calendar months, or such shorter period if this Agreement has not been in effect for 12 months, multiplied by the number of months remaining during the then current term of this Agreement. Merchant recognizes and agrees that the liquidated damages are fair and reasonable because it is not possible to establish the actual increase in volume and activity by Merchant during the term of this Agreement. Merchant shall also reimburse Processor for any damage, loss or expense incurred by Processor as a result of a breach by Merchant, including any damages set forth in any addendum and/or schedule and/or exhibit hereto and including all past due, unpaid and/or future invoices for services rendered by Processor in connection with this Agreement. All such amounts shall be due and payable by Merchant upon demand. Processor shall also have the option to require Merchant to reacquire all outstanding sales transactions acquired by Processor hereunder. In addition to, and not in limitation of the foregoing, Processor may refuse to provide the Services in the event it has not been paid for the Services as provided herein.

14. **Processor Nonperformance:** In the event Merchant, in good faith, reasonably believes that Processor has substantially failed to provide the Services, other than as a result of (i) a failure by Merchant (or any Merchant Supplier, or other third party acting at the request of or on behalf of Merchant) to perform any obligation under the Agreement, or to provide accurate data to Processor upon which Processor is dependent to provide accurate and timely Services to Merchant, or (ii) any Force Majeure Event (as defined in Section 44.C herein), Merchant agrees to notify Processor in writing within 30 days of the date upon which such failure first occurred. Merchant agrees that such notice shall be sent in accordance with the terms of this Agreement, and shall specifically describe the nature of such failure by Processor, specify the date such failure first occurred and specifically reference this section.

Processor will attempt to resolve such failure within 30 days of Processor's actual receipt of such notice from Merchant. Should Processor not resolve such failure within the cure period described in the foregoing sentence, Merchant may terminate this Agreement upon 90 days prior written notice to Processor, provided Processor actually receives such notice of termination within 30 days after the end of such cure period.

15. **Taxes.** The charges and fees payable in connection with or attributable to the Services provided to the Merchant by Processor do not include any applicable withholding, sales, use, excise, value added or other taxes. Merchant is responsible for payment of such taxes that arise from Processor's provision of the Services. In the event Processor pays such taxes, Merchant shall promptly reimburse Processor or Processor may, at Processor's sole option, charge Merchant's Account. If Processor includes taxes in an invoice, Merchant shall pay such taxes, unless

Merchant has provided a valid tax exemption certificate acceptable to the applicable tax authorities.

16. **Binding on Successors; Assignment**. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors, transferees and assignees. Neither this Agreement nor any interest herein may directly or indirectly be transferred or assigned by Merchant, in whole or in part, without the prior written consent of Processor, which will not be unreasonably delayed or withheld. Merchant will remain liable for any amounts owed under this Agreement after an unauthorized transfer or assignment by Merchant, even if Processor continues to provide Services to such transferee or assignee. Except as otherwise set forth herein, the parties do not intend, nor shall there be, any third-party beneficiary rights, and the rights of the parties to terminate, rescind or agree to any variation, waiver or settlement under the Agreement are not subject to the consent of the other party.

17. **Notices.** Unless specified otherwise herein, all notices given in connection with the Agreement must be in writing and delivered via overnight or signed for delivery. Notices shall be delivered to the address stated in the Agreement. Notices to Processor shall include a copy (which shall not constitute notice) to the Chief Legal Officer at the same address.

18. **Unenforceable Provision**. A determination that any provision of this Agreement is invalid or unenforceable shall not affect the other provisions of the Agreement.

19. **Payment.** Merchant shall always maintain an open Account. Merchant irrevocably authorizes Processor to debit and/or credit the Account to settle any and all fees and other amounts due Processor under this Agreement, and such authority shall remain in effect for a period of one (1) calendar year following the date of termination of this Agreement, regardless of whether Merchant has notified Processor of an Account Change as defined below. Merchant shall always maintain the Account with sufficient cleared funds to meet its obligations under this Agreement. In the event Merchant desires an Account Change, Merchant shall give Processor 30 days prior written notice in accordance with the provisions of Section 17 of any such change, and Processor shall use reasonable commercial efforts to effect such Account Change; however, such Account Change shall not be effective until the date on which Processor actually makes such Account Change on Processor's system. In no event shall Processor have any liability for any amounts directed to an Account that has been designated by any purported representative of Merchant or its Merchant Supplier at any time during the term of this Agreement, regardless of any Account Change. All amounts due Processor under this Agreement shall be paid without set-off or deduction, and shall be due from Merchant as of the date Processor originates an ACH debit transaction record to Merchant's Account. Any fees not collected from Merchant by Processor when due shall bear interest at one (1) percentage point per month but in no event more than the highest rate permitted by law, except for Disputed Amounts. The acceptance by Processor, Processor's affiliate or other financial institution of Merchant's closing (or termination of) its Account shall not constitute a mutually agreed upon termination of this Agreement. Without limiting the generality of any other provision of this Agreement, Processor and/or Member Bank are hereby authorized by Merchant to charge amounts due under this Agreement i) against each day's sales transactions ii) against any reserve; or iii) by making an ACH debit to Merchant's Account.

20. **Reserve; Letter of Credit.** As a specifically bargained for inducement for Processor to enter into this Agreement with Merchant, Processor at its option reserves the right to i) establish from amounts payable to Merchant hereunder, and/or cause Merchant to pay to Processor, a reserve of funds satisfactory to Processor to cover actual or anticipated fees, liabilities, chargebacks, returns and any other applicable assessments incurred or expected to be incurred by Processor or Member Bank related to the Services provided to Merchant; and/or ii) require Merchant to establish an irrevocable standby letter of credit, including additional and/or replacement letters of credit if required by Processor, with a beneficiary designated by Processor, and which are issued from a financial institution other than Member Bank or any of its affiliates, that is acceptable to Processor, in a format, with an expiration date, and in an amount acceptable to Processor in its sole discretion. In the event Merchant fails to establish, for any reason whatsoever, a reserve and/or a letter of credit as required above, Processor shall have all of the rights and remedies available to Processor in this Agreement, including but not limited to exercising the rights and remedies of Processor in Section 13. In the event Processor exercises its right to establish a reserve or require a letter of credit pursuant to this Section, Merchant may, subject to the following provisions, terminate the Agreement upon 30 days advance written notice to Processor provided Processor receives such written notice from Merchant of its intention to so terminate within 90 days of the date on which Processor establishes the reserve or requires the letter of credit. Upon Processor's receipt of Merchant's written notice pursuant to the immediately preceding sentence, Processor may, at its option, return the reserve to Merchant or waive the requirement for a letter of credit, and, in the event Processor elects to return the reserve to Merchant or waive the requirement for a letter of credit, Merchant shall not have the right to terminate this Agreement pursuant to this Section and this Agreement shall remain in full force and effect notwithstanding Merchant's written notice to terminate.

Merchant shall not sell, assign, transfer or encumber all or any part of its interest in the reserve account, if any, or any present or future rights under this Agreement, including but not limited to, Merchant's right to receive any payments or funds. Neither Processor nor Member Bank shall be obligated to honor any such purported attempt to sell, assign, transfer or encumber such interest, rights, payments or funds unless both Processor and Member Bank consent in writing. In the event Merchant breaches this paragraph, then, in addition to any other rights and remedies Processor may have under this Agreement and otherwise, Processor shall have the right, at its option, to withhold any or all funds or payments which would otherwise be payable to Merchant under this Agreement until it shall have received instructions concerning the disposition of such payments or funds, satisfactory in form and substance to Processor and signed by both Merchant and any purported assignee. Merchant shall indemnify Processor and hold it harmless from and against any and all claims, liabilities and damages which may be asserted against Processor by any purported assignee or any other person arising out of Merchant's purported sale, assignment, transfer or encumbrance of all or any of Merchant's present or future rights under this Agreement.

21. **Indemnification.**

A. Subject to the other limitations, terms and conditions of this Agreement, Processor shall indemnify, defend, and hold harmless Merchant, and its directors, officers, employees, affiliates and agents from and against all third party proceedings, claims, losses, damages, demands, liabilities and expenses whatsoever, including all reasonable legal and accounting fees and expenses and all reasonable collection costs, incurred by Merchant, its directors, officers, employees, affiliates and agents to the extent resulting from or arising out of Processor's gross negligence, or willful misconduct.

B. Merchant shall indemnify, defend, and hold harmless Processor, and its directors, officers, employees, affiliates and agents from and against all proceedings, claims, losses, damages, demands, liabilities and expenses whatsoever, including all reasonable legal and accounting fees and expenses and all reasonable collection costs, incurred by Processor, its directors, officers, employees, affiliates and agents resulting from or arising out of the Services in this Agreement, Merchant's processing activities, the business of Merchant or its customers, any sales transaction acquired by Processor, any noncompliance with the Operating Regulations (or any rules or regulations promulgated by or in conjunction with the Associations) by Merchant or its agent (including any Merchant Supplier), any Data Incident, any infiltration, hack, breach, or violation of the processing system of Merchant, its Merchant Supplier, or any other third party processor or system, or by reason of any breach or nonperformance of any provision of this Agreement on the part of the Merchant, or its employees, agents, Merchant Suppliers, or customers.

C. The indemnification of each party shall survive the termination of the Agreement. The indemnified party shall (i) provide prompt written notice of any claim to the indemnifying party; (ii) cooperate with all reasonable requests of the indemnifying party; and (iii) surrender exclusive control of the defense and settlement of any third party claim to the indemnifying party provided that the indemnifying party will obtain the indemnified party's written consent prior to agreeing to any settlement or agreement that requires the indemnified party to make any admission of fault or to pay any amounts in connection with such settlement or agreement that are not fully paid for by the indemnifying party. The indemnified party shall not unreasonably withhold or delay any consent required under this Section. The indemnified party may elect to participate in the action with an attorney of its own choice at its own expense.

22. **Review of Settlement Activity and Reports; Notice of Failure by Processor.** Merchant agrees that it shall review all reports, notices, and invoices prepared by Processor or its agent and made available to Merchant, including but not limited to reports, notices, and invoices provided via Processor's online reporting tool. Processor reserves the right to send some or all of the reports and/or invoices and/or notices of any pricing changes permitted under this Agreement via communication methods utilized as components of its Service Delivery Process which method Processor may change from time to time with notice via Processor's Service Delivery Process. Merchant expressly agrees that Merchant's failure to notify Processor that Merchant has not received any settlement funds within five business days from the date that settlement was due to occur, or fails to reject any report, notice, or invoice within thirty business days from the date the report or invoice is made available to Merchant, shall constitute Merchant's acceptance of the same. In the event Merchant believes that Processor has failed in any way to provide the Services, Merchant agrees to provide Processor with written notice, specifically detailing any alleged failure, within 30 days of the date on which the alleged failure first occurred.

23. **Choice of Law; Jurisdiction; Venue.**
(a) The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement or its subject matter.
(b). The Agreement and any dispute, difference, controversy, or claim directly or indirectly arising out of, relating to, or otherwise in connection with it or its subject matter or formation (including non-contractual disputes, differences, controversies or claims) (a "Claim") shall be governed by and shall be construed, resolved, and enforced in accordance with the Laws of the State of New York without regard to that state's choice-of-law provisions or principles. Except as otherwise provided in this Section, each party irrevocably agrees that any such Claim shall be resolved by arbitration in the City of Jacksonville, Florida, administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules (including, when applicable, the AAA procedures for Large, Complex Commercial Disputes but expressly excluding in all cases the AAA Supplementary Rules for Class Arbitrations). The parties hereby confirm their agreement that no Claim on behalf of or against a class or purported class may be asserted in such an arbitration; nor may any Claim for the benefit of or on behalf of the general public or other Claim as a private attorney general be asserted, or any collective Claim or Claim consolidated with another arbitration. The arbitrator shall decide any issues submitted in accordance with the provisions and commercial purposes of the Agreement and shall not have the power to award punitive, exemplary, or special damages or damages other than those described in the Agreement. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Except as may be required by law, or if necessary to obtain a judgment on the award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.
(c). Each party agrees that a Claim of any breach of any of the confidentiality, non-use, and intellectual property obligations of the Agreement and/or of any infringement, ownership, and enforceability of any intellectual property right may result in irreparable injury to the other for which money damages would not adequately compensate, and each party shall be entitled to seek an injunction for any such Claim. Notwithstanding Section 23 (b), each party irrevocably: (i) agrees that the Florida state courts located in the City of Jacksonville, Florida, Duval County, or the United States District Court for the Middle District of Florida, sitting in the City of Jacksonville, Florida, shall have exclusive jurisdiction to adjudicate any such Claim described in this Section 23 (c), and consents to submit itself to the personal jurisdiction of such courts in connection with any such Claim; (ii) agrees that such courts shall be the proper venue therefor; (iii) waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought; and (iv) waives the right to trial by jury in any such action or proceeding.

24. **Limit of Liability.**

A. EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, THE SERVICES, DOCUMENTATION AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS AND CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, QUALITY OF INFORMATION, QUIET ENJOYMENT OR OTHERWISE (INCLUDING IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, UNINTERRUPTED OR ERROR-FREE OPERATION, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT), ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIMED AND EXCLUDED FROM THE AGREEMENT.

B. Under no circumstances shall either party (or any of its affiliates providing or receiving the Services under the agreement) be liable to the other or any other person for losses or damages which fall into any of the following categories: (i) lost revenues; (ii) lost profits; (iii) loss of business; or (iv) any incidental, indirect, exemplary, consequential, special or punitive damages of any kind, including any of the foregoing losses or damages resulting from merchant's use of the solution provided hereunder, or arising from any breach of the agreement or any termination of the agreement, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise and whether or not foreseeable, even if the relevant party has been advised or was aware of the possibility of such loss or damages.

C. Processor's liability related to or arising out of this Agreement shall in no event exceed an amount equal to the lesser of (i) actual monetary damages incurred by Merchant or (ii) fees paid to and retained by Processor for the particular Services in question for the three calendar months immediately preceding the date on which Processor received a written notice from Merchant detailing Processor's material nonperformance under this Agreement. For avoidance of doubt, the cap on Processor's liability set forth in the immediately preceding sentence will not limit Processor's obligation to settle funds due to Merchant under this Agreement.

D. The limitations and exclusions set forth in Sections 24.B and 24.C shall not apply to: (i) damages caused by either party's fraud or willful misconduct; (ii) a party's liability for death or personal injury due to that party's negligence; (iii) Merchant's obligation to pay any fees, assessments or penalties due under this Agreement, including but not limited to those imposed by telecommunications services providers, VISA, MasterCard and/or Other Networks; or (iv) any damages due from Merchant related to an early termination of this Agreement; (v) any damages due from Merchant related to the failure by Merchant to exclusively receive the Services from Processor to the extent required by the Agreement, (vi) Merchant's obligation to indemnify Processor pursuant to Section 21, and/or (vii) a party's liability for damages to the extent that such a limitation or exclusion of such damages is not permitted by applicable law.

E. In no event shall Processor be obligated or liable for any performance problems, damages, losses (i) that are wholly or partially caused by the Merchant, or its employees, agents, or Merchant Suppliers, (ii) that should have been reported to Processor pursuant to Section 22, (iii) that first occurred, whether or not discovered by Merchant, more than 30 days prior to Processor's receipt of written notice from Merchant (iv) that were caused due to errors in data provided by Merchant to Processor, or resulting, in whole or in part, from: (i) any modification of any Service; (ii) any use of a Service in breach of the Agreement; (iii) any combination of a Service with any other software, hardware, product, technology, data or services; (iv) any use of any version of a Service other than the then currently supported release; (v) Merchant's failure to implement corrections or changes to a Service provided by Processor; or (vi) any negligence or wrongful act or omission, or breach of the Agreement, by Merchant or its employees, agents, Merchant Suppliers, or customers.

F. No cause of action, regardless of form, shall be brought by either party more than 1 year after the cause of action arose, other than one for the nonpayment of fees and amounts due Processor under this Agreement. Any restriction on Processor's liability under this Agreement shall apply in the same manner to Member Bank. In the event that Merchant has a claim against Member Bank in connection with the Services provided under this Agreement, Merchant shall proceed against Processor (subject to the limitations and restrictions herein), and not against Member Bank, unless otherwise specifically required by the Operating Regulations.

25. **Controlling Documents.** This Agreement (including all addenda and schedules and exhibits hereto and all documents and materials referenced herein) states the entire agreement and understanding between the parties with respect to the Services and, supersedes all prior representations, agreements, and understandings, whether written or oral, related to its subject matter. Unless specifically provided for herein, other services are not included as part of this Agreement. If there is a

conflict between the Bank Card Merchant Agreement and an addendum or schedule or exhibit hereto, the addendum or schedule or exhibit shall control. If there is a conflict between the Rules Summary and this Agreement, the Rules Summary shall control. If there is a conflict between Operating Regulations and this Agreement, the Operating Regulations shall control. If there is a conflict between the Operating Regulations and the Rules Summary, the Operating Regulations shall control. In entering into the Agreement, each party acknowledges and agrees that it has not relied on any representation, warranty, collateral contract or other assurance (whether negligently or innocently made) except those expressly set out in the Agreement.

26. Regulatory Remedial Right. Processor may suspend or cease providing any Service in this Agreement if: (i) in Processor's reasonable opinion, such Service, or the business of Merchant, violates or would violate the Operating Regulations, or any federal, state or local statute or ordinance, or any regulation, order or directive of any governmental agency or court; (ii) Merchant is accused by any federal, state or local jurisdiction of a violation of any applicable statute or ordinance or any regulation, order or directive of any governmental agency or court, or if Processor reasonably believes, based upon the opinion of its legal counsel, that Merchant may be in violation of any of the foregoing; and/or (iii) in Processor's reasonable opinion, Merchant's activities may result in increased regulatory scrutiny or reputational harm. Processor may also suspend or cease providing any Service in this Agreement to Merchant if directed to do so by Member Bank. Should Merchant not process sales transactions through Processor's system for a period of one year or more, Processor may remove Merchant from Processor's systems without notice, without relieving Merchant from any of Merchant's obligations under this Agreement.

27. Conversion; Deconversion. Merchant shall take all necessary steps to, and shall, promptly convert to Processor's system for the Services in this Agreement not later than 90 days after the execution of this Agreement by Processor. Processor agrees that it shall not charge Merchant for Processor's standard and customary internal testing and conversion preparation only, in connection with Merchant's initial conversion to Processor's system at the commencement of this Agreement, and as determined by Processor in its sole reasonable discretion. The foregoing shall not be deemed to limit Merchant's obligation to pay any third party fees and expenses incurred by Processor in connection with Merchant's conversion, which shall remain the sole responsibility of Merchant. Merchant agrees to be responsible for all direct and indirect costs (including but not limited to those incurred by Processor, its affiliates and/or agents) in connection with and/or related to Merchant's conversion from Processor at the termination of this Agreement and/or related to any conversion or programming effort affecting the Services after Merchant's initial conversion to Processor.

28. Confidential Information.

(a) "Confidential Information" means all business or technical information disclosed by Disclosing Party to Receiving Party in connection with the Agreement. Merchant Confidential Information includes, but is not limited to, information relating to the methods, techniques, programs, devices and operations of Merchant and the details of Merchant's computer operations. Merchant Confidential Information does not include transaction information which has been de-identified or aggregated. Processor Confidential Information includes, but is not limited to, this Agreement, third party audit reports, and information relating to the finances, systems, methods, techniques, programs, devices and operations of Processor and/or the Associations. Except as required by law, neither party shall be obligated to preserve the confidentiality of any information that: (a) was previously known; (b) is a matter of public knowledge; (c) was or is independently developed without reference to or use of the other party's Confidential Information; (d) is released for disclosure with the other party's written consent; or (e) is received from a third party to whom it was disclosed by the Disclosing Party without restriction. Processor may use and disclose Merchant's name and logo as reasonably necessary to perform any Services.

(b) The party receiving Confidential Information ("Receiving Party") of the other ("Disclosing Party") will use the same reasonable efforts as it uses to protect its own Confidential Information of a similar nature (but in any event not less than a reasonable standard of care) to: (i) keep all Confidential Information of Disclosing Party strictly confidential; (ii) not disclose the Confidential Information of Disclosing Party to anyone other than its Authorized Recipients; and (iii) only use Confidential Information as permitted b applicable Laws. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use and disclosure. "Authorized Recipient" means: (a) with respect to Merchant, Merchant and any employee of Merchant, and provided that such Authorized Recipient is not a competitor of Processor; and (b) with respect to Processor, Processor's Affiliates and their respective employees, contractors, or agents, in the case of (a) or (b) that has a reasonable need to know the Confidential Information in connection with the use or provision of the Services and who are required to protect and restrict the use of the other party's Confidential Information in accordance with terms substantially similar to the requirements of the Agreement. Without limiting the foregoing, Merchant agrees that it will fully comply with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), VISA, MasterCard, Discover, and/or Other Networks.

(c) Miscellaneous. If the Receiving Party believes the Confidential Information must be disclosed or made publicly available under applicable law, an order of a court of competent jurisdiction or in response to a request from a governmental regulator, Receiving Party may do so provided that, to the extent permitted by such applicable law, court of competent jurisdiction or governmental regulator, the Disclosing Party is given a reasonable opportunity to contest such disclosure and obtain a protective order, and shall in any event omit all pricing, service level or service specific information from any such disclosure or public filing, unless such omission is prohibited by law.

(d) Merchant acknowledges receipt of Processor's privacy notice ("Privacy Notice"). Merchant should direct any questions or requests for another copy of the Privacy Notice to a Processor customer service representative or Merchant's primary relationship manager, if applicable. Notwithstanding anything to the contrary in the Privacy Notice or this Agreement, Processor may use, disclose, share, and retain any information provided by Merchant and/or arising out of the Services, during the term and thereafter,: (a) with Merchant's franchisor, Merchant's franchisee(s), association(s) to which Merchant belongs and/or belonged as of the commencement of this Agreement, (b) with any affiliate of Merchant; (c) in response to subpoenas, warrants, court orders or other legal processes; (d) in response to requests from law enforcement agencies or government entities; (e) to comply with applicable Laws, regulations, or Operating Regulations; (f) with Processor's affiliates, partners and agents; (g) to perform analytic services for Merchant, Processor and/or others including but not limited to analyzing, tracking, and comparing transaction and other data to develop and provide insights for such parties as well as for developing, marketing, maintaining and/or improving Processor's products and services; and/or (h) to offer or provide the Services hereunder.

(e) Publicity. Merchant and Processor agree that they will work together to issue a mutually agreeable joint press release after the execution of this agreement and/or after the conversion of Merchant to Processor's Services. In any event, Merchant acknowledges and agrees that Processor may make public the execution of this Agreement by Merchant and/or any of Merchant's affiliates, and/or the Services that may be or have been provided under the Agreement. Merchant agrees that Processor may include Merchant's name and logo on a list of Processor's customers, which may be made public. Merchant agrees that, upon Processor's request, Merchant will provide testimonial information related to the Services received by Merchant hereunder.

29. Financial Statements. If at any time Merchant is not a publicly traded company, Merchant shall provide Processor with an audited financial statement for Merchant's most recent fiscal year end and/or quarterly financial statements prepared and certified by Merchant's chief financial officer within 15 days of Processor's request therefore.

30. No Waiver. No waiver of any breach of the Agreement shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. No waiver of any breach of the Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of the Agreement. Any rights and remedies specifically provided for in any addendum or schedule or exhibit are in addition to those rights and remedies set forth in this Agreement and/or available to Processor at law or in equity.

31. Compliance with Law.
Processor shall comply with all laws, enactments, orders and regulations ("Laws") applicable to it as the provider of the of the Services under the Agreement. Merchant shall comply with all Laws applicable to it as the recipient and user of the Services under the Agreement. Each party acknowledges and agrees that: (i) it has complied with and shall continue

to comply with all applicable Laws relating to anti-bribery and anti-corruption; and (ii) it shall maintain in place throughout the Term of the Agreement as its own reasonable policies and procedures to ensure compliance with such anti-bribery and anti-corruption Laws. . Processor Confidential Information is subject to export control Laws, including those of the United States of America. Merchant shall not import, export or utilize Processor Confidential Information where a license or other authorization is required by Law without first securing such license or authorization.

32. **Security, Data Incidents**. Each party will implement reasonable administrative, technical and physical safeguards to: (i) ensure the security and confidentiality of the other party's Confidential Information; (ii) protect against any anticipated threats or hazards to the security or integrity of the other party's Confidential Information; and (iii) protect against unauthorized access to or use of the other party's Confidential Information. Merchant will be solely responsible for the security, quality, accuracy, and adequacy of all transactions and information supplied hereunder, and will establish and maintain adequate audit controls to monitor the security, quality, maintenance, and delivery of such data. Without limiting the generality of the foregoing, Merchant represents and warrants to Processor that it has implemented and will maintain secure systems for maintaining and processing information and for transmitting information to Processor. Processor shall have no liability whatsoever for the security or availability of any communications connection used in connection with the Services provided hereunder. Merchant acknowledges that Processor is responsible only for the security of its own proprietary systems, and not for the systems of any third party, including without limitation any Merchant Supplier of Merchant. Merchant shall notify Processor immediately if Merchant becomes aware of or suspects a Data Incident. Merchant agrees to fully cooperate with Processor and any Association with respect to any investigation and/or additional requirements related to a suspected Data Incident.

33. **Audits**. At any reasonable time upon reasonable notice to Merchant, Merchant shall allow auditors, including the auditors of any Association or any third party designated by Processor or the applicable Association, to review the files held and the procedures followed by Merchant at any or all of Merchant's offices or places of business. Should Processor conduct an audit which is not required by the Operating Regulations or is not requested by an Association, such audit will be at Processor's sole expense; otherwise the audit shall be at Merchant's expense. Merchant will assist such auditors as may be necessary for them to complete their audit. In the event that a third-party audit is requested by an Association, and/or required by the Operating Regulations, Processor may, at its option, and at Merchant's sole expense, either retain a third party to perform the audit, or require that Merchant directly retain a specific third party auditor. If Processor requires that Merchant directly retain the auditor, Merchant shall arrange immediately for such audit to be performed, and will provide Processor and the Associations with a copy of any final audit report.

34. **System Requirements and Upgrades**. Merchant agrees that the Services shall be provided in accordance with Processor's then current systems, standards and procedures and that Processor shall not be required to perform any special programming, to provide any special hardware or software or to implement any other system, program or procedure for Merchant. Unless otherwise agreed in writing by Processor, all sales transaction, settlement and other data and information used in connection with the Services shall be provided to Processor in Processor's then current data formats and by means of Processor's then current telecommunications configurations and protocols. Processor may make changes in the Services based upon, but not limited to, technological developments, legislative or regulatory changes, or the introduction of new services by Processor. Merchant shall comply with all time deadlines, equipment and software maintenance and upgrading requirements to the extent required by the Associations and/or Operating Regulations. Merchant shall use best efforts to comply with all other time deadlines, equipment and software maintenance and upgrading requirements which Processor may reasonably impose on Merchant from time to time. Without limiting and in addition to any other right or remedy that Processor may have herein, including but not limited to those set forth in Section 26 of this Agreement, Processor may change or remove any features, functions, brand, third party provider, or other element of its systems or processes for a Service (each, an "Attribute") or provide a replacement for a Service or Attribute from time to time, provided that neither the overall performance nor the fees for the Service are materially adversely affected. Notwithstanding the foregoing, Processor may terminate Service(s) or Attribute(s) ("Sunset") so long as Processor is Sunsetting the Service or Attribute, no damages, liquidated damages or other remedy will be available to or due from either party as a result of such Sunset, and Merchant shall be entitled to a refund of the portion of prepaid fees (if any) for the period after the Sunset takes effect. In addition, Processor may terminate a Service, in whole or in part, without penalty, if Processor's agreement to use any third party software or service upon which the Service relies expires or is terminated; provided, however, that prior to any such termination, Processor shall use reasonable efforts develop a work around that allows Merchant to continue to receive the Service or similar software or services without material interruptions, reduction in quality, or increase in fees.

35. **Title to the Services**. Merchant agrees it is acquiring only a nontransferable, non-exclusive right to use the Services. Processor shall at all times retain exclusive title to the Services, including without limitation, any materials delivered to Merchant hereunder and any invention, development, product, IP Rights, software program, or derivative thereof, developed in connection with providing the Services or during the term of this Agreement ("Processor Property"). Merchant hereby unconditionally and irrevocably assigns, transfers, and conveys to Processor all of Merchant's right, title and interest in and to any Processor Property and IP Rights therein or thereto Merchant shall obtain or provide all necessary rights, consents and notices for Processor to use all of the data and information supplied by Merchant hereunder in accordance with the terms of the Agreement.

36. **Limited Acceptance**. If so indicated below, Merchant acknowledges and agrees that it wishes to be a Limited Acceptance merchant, which means that Merchant has elected to accept only certain VISA/MasterCard card types as indicated below, or via later notification. Merchant further acknowledges and agrees that Processor has no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance and that Processor's obligations do not include policing card types at the point of sale. As a Limited Acceptance Merchant, Merchant will be solely responsible for the implementation of its decision for Limited Acceptance. Merchant will be solely responsible for policing, at the point of sale, the card type(s) of transactions it submits for processing by Processor. Should Merchant submit a transaction for processing for a card type it has indicated it does not wish to accept, Processor may process that transaction and Merchant will pay the applicable fees, charges, and assessments associated with that transaction. For Merchant's convenience, a general description of VISA/MasterCard card types are:

a. Consumer Credit - a consumer credit card issued by a U.S. Issuer or a commercial credit card issued by a non-U.S. Issuer; this category does not include VISA or MasterCard branded signature-based debit cards.

b. Consumer Debit - a VISA or MasterCard branded signature-based debit card (including certain stored-value and prepaid cards).

c. Commercial - a VISA or MasterCard branded credit card issued by a U.S. Issuer that bears the descriptive term "Business Card", "Corporate Card", "Purchasing Card", "Fleet Card", or similar descriptive term indicated pursuant to the Operating Regulations.

Only if checked below, Merchant wishes to be a Limited Acceptance Merchant, which means that Merchant will accept only the VISA/MASTERCARD card types indicated below:

☐ VISA Credit Cards

☐ VISA Debit Cards (signature based)

☐ MasterCard Credit

☐ MasterCard Debit Cards (signature based)

37. **Security Interest**. This Agreement will constitute a security agreement under the Uniform Commercial Code. Merchant grants to Processor a security interest in all accounts owned or controlled by Worldpay at Member Bank that are funded with settlement amounts, including the Reserve Account, and the proceeds thereof (collectively, the "Secured Assets"), to secure all of Merchant's obligations under this Agreement. With respect to such security interest, Processor will have all rights afforded under the Uniform Commercial Code, any other applicable law, and in equity. In addition to the security interest in the Secured Assets, Processor shall have a contractual right of setoff against the Secured Assets.

Every such right of setoff shall be deemed to have been exercised immediately upon the occurrence of an Event of Default hereunder without any action by Processor or notation in the Processor's records, although Processor may enter such set off on its books and records at a later time. Merchant warrants and represents that no other person or entity has a security interest in the Secured Assets. If a bankruptcy proceeding is filed by or against Merchant under the Bankruptcy Code (whether the petition is filed voluntarily and/or involuntarily), it waives any applicable protection related to the automatic stay provisions of 11 U.S.C. §362 (or any replacement section) and consents to an appropriate reserve of funds being established between the parties pursuant to this Agreement or by Court Order.

38. **Modification of Agreement.** Except as provided in this Agreement, this Agreement including any addendum or schedule or exhibit hereto shall only be modified or amended by an instrument in writing signed by Merchant and Processor. Any changes, additions, stipulations or deletions, including lining out, by Merchant, except where indicated by a space to be filled in (e.g., the space for Merchant's name and address), shall not be deemed to be agreed to or binding upon Processor unless agreed to in writing in the form of an amendment signed by each party hereto. Merchant agrees that Processor may amend this Agreement upon notice to Merchant if such amendment is a requirement of applicable law or an Association.

39. **Headings and Construction.** The headings used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. Merchant and Processor each acknowledge that the limitations and exclusions contained in this Agreement have been the subject of active and complete negotiation between the parties and represent the parties' voluntary agreement. The parties agree that the terms and conditions of this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this document. As used in the Agreement, the word "including" means including, but not limited to.

40. **Authorization.** Each of the parties hereto represents and warrants on behalf of itself that it has full power and authority to enter into this Agreement; that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate, limited liability company or partnership or other appropriate authorizing actions; that the execution, delivery and performance of this Agreement will not contravene any applicable by-law, corporate charter, operating agreement, partnership or joint venture agreement, law, regulation, order or judgment; that execution, delivery and performance of this Agreement will not contravene any provision or constitute a default under any other agreement, license or contract which such party is bound; and, that this Agreement is valid and enforceable in accordance with its terms.

41. **Counterparts.** This Agreement may be executed and delivered in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

42. **Facsimile and Electronic Signatures.** Merchant and Processor agree that electronic signatures will have the same legal effect as original (i.e. ink) signatures and that an electronic, scanned, facsimile, or duplicate copy of any signatures will be deemed an original may be used as evidence of execution.

43. **Member Bank.** The Processor and Member Bank may jointly or individually assert or exercise any rights or remedies provided to Processor and Member Bank hereunder. Processor and Member Bank reserve the right to allocate the duties and obligations assigned hereunder to Processor between themselves, as they deem appropriate in their sole discretion. Member Bank has certain obligations to Merchant pursuant to the Operating Regulations. In the event of any conflict between this Agreement and the Operating Regulations on the subject of Member Bank's obligations, the Operating Regulations shall control. Processor is party to an agreement with Member Bank and under such agreement is authorized to provide the services described herein. This Agreement shall be deemed accepted by Member Bank as of the date the first transaction is acquired under this Agreement. As of the commencement of this Agreement, Member Bank shall be Capital One, National Association located in McLean, VA. The Member Bank may delegate certain or all of its duties to an affiliate of the Member Bank at any time, without notice to Merchant. The Member Bank may be changed, and its rights and obligations assigned to another party by Processor at any time without notice to Merchant.

44. **Miscellaneous.**

A. **Suitability of Services.** Merchant shall be responsible for determining the suitability of the Services for its purposes and that the processing configurations and settings of the Services are consistent with all Laws applicable to Merchant's business and Merchant's business needs.

B. **Independent Contractor.** Processor is an independent contractor. Neither Processor nor any of its representatives are an employee, partner or joint venturer of Merchant. The Services may be provided by Processor or its affiliates. Nothing herein shall be deemed to make Processor personnel employees of Merchant and such personnel shall not be subject to background screening by Merchant or required to sign agreements directly with Merchant.

C. **Force Majeure Event.** Except for Merchant's obligations to pay all amounts due under this Agreement or to comply with the Operating Regulations, neither party shall be liable for any loss, damage or failure due to causes beyond its control, including strikes, riots, earthquakes, epidemics, terrorist actions, criminal acts by unrelated third parties, wars, fires, floods, weather, power failure, telecommunications outage, acts of any military, civil or regulatory authority, or acts of God, or any other cause whether similar or dissimilar to the foregoing ("**Force Majeure Event**"). This provision does not relieve Processor from its obligations to maintain and test disaster recovery plans for the Services.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers as of the dates set forth below.

WORLDPAY, LLC

Signature:_____

Name:_____

Title:_____

Date:_____

MERCHANT LEGAL NAME: _____

Signature:_____

Name:_____

Title:_____

Date:_____

Bank Card Merchant Agreement Application

1.2022- CAP1 MM

MERCHANT INFORMATION

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or business that opens an account. What this means to you — When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We will also ask to see your driver's license and/or other identifying documents.

Federal Tax ID	Number of Locations	Has this Business Ever Filed Bankruptcy?	Any Present Intent to File Bankruptcy?
	1	☐ Yes Date:	☐ Yes ☐ No

Business Legal Name (If organized as a Sole Proprietorship, Must be Owner's Personal Name) – To avoid IRS penalties, Legal Name must match Federal Income Tax Return

Doing Business As (DBA)/(Disregarded Entity First Line Name (Store Name is name that will appear on receipt)	Store Number	MCC/SIC

Physical Address (Physical Address only—No PO Boxes)	Years at Address	City	State	Zip

Mailing Address (If different from Physical Address)	City	State	Zip

Business Phone (Include Area Code)	Customer Service Phone (Include Area Code)	Email Address (For RU, and in our discretion, notifications)

Business Fax (Include Area Code)	Designated Account Routing and Transit Number	Designated Account DDA Number
N/A		

Is Merchant a government entity or an entity at least 50% owned or controlled by a government entity: ☐ Yes

If "yes", list country name of owning or controlling government entity:_____

AUTHORIZED REPRESENTATIVE AND BENEFICIAL OWNERSHIP INFORMATION

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of certain legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

Type of Legal Entity

☐ Association/Estate/Trust ☐ Individual/Sole Proprietor ☐ LLC ☐ Partnership ☐ Publicly Traded Corporation
☐ Government (Federal/State/Local) ☐ Financial Institution ☐ Non-Profit/Tax-Exempt ☐ Private Corporation ☐ SEC Registered/Other

Control Owner	Name	Title	Social Security Number	Date of Birth
Home Address (Physical Address only—No PO Boxes)				Home Phone
City		State	Zip	Cell Phone
Driver's License		Date of Issue	Date of Expiration	

Beneficial Owner	Name	Title	% Ownership	Social Security Number	Date of Birth
Home Address (Physical Address only—No PO Boxes)					Home Phone
City		State	Zip		Cell Phone
Driver's License		Date of Issue	Date of Expiration		

Beneficial Owner	Name	Title	% Ownership	Social Security Number	Date of Birth
Home Address (Physical Address only—No PO Boxes)					Home Phone
City		State	Zip		Cell Phone
Driver's License		Date of Issue	Date of Expiration		

Beneficial Owner	Name	Title	% Ownership	Social Security Number	Date of Birth
Home Address (Physical Address only—No PO Boxes)					Home Phone
City		State	Zip		Cell Phone
Driver's License		Date of Issue	Date of Expiration		

Beneficial Owner	Name	Title	% Ownership	Social Security Number	Date of Birth
Home Address (Physical Address only—No PO Boxes)					Home Phone
City		State	Zip		Cell Phone
Driver's License		Date of Issue	Date of Expiration		

ADDITIONAL INFORMATION

Current Ownership Established (Date) Business Established (Date)	Do you Currently Accept Credit Cards? ☐ Yes ☐ No Who is your Current Processor?
Merchandise/Services Sold	For Card Not Present Transactions - Merchandise is delivered ☐ Physical ☐ Electronic ☐ Both Average ticket $ High ticket $
Average number of days from when cardholder is charged & when products or services are received IN FULL by cardholder?	Seasonal? ☐ No ☐ Yes (If Yes, select Months Active) Months Active: Jan ☐ Feb ☐ Mar ☐ Apr ☐ May ☐ Jun ☐ Jul ☐ Aug ☐ Sep ☐ Oct ☐ Nov ☐ Dec ☐

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Bank Card Merchant Agreement
Application

1.2022- CAP1 MM

Warranties Provided by Merchant (excluding manufacturer warranties)
☐ None ☐ 30-Day ☐ 60-Day ☐ 90-Day ☐ 1-Year ☐ Lifetime

Return Policy ☐ None ☐ 3-Day ☐ 30-Day ☐ 60-Day
☐ >60 Days ☐ All Sales Final ☐ Exchange/Store Credit Only

Chargeback Percentage	%	Card Present	% +	Business to Business	%
Return Percentage	%	Card Not Present	% =	Internet Transaction	%
		Total	100%	Website (required for Internet sales):	

Visa/MC/Discover volume related to pre-paid Sales?	%	Estimated Total Visa/MC/Discover Monthly Volume	$
Percentage Required for Pre-Payment or Down Payment?	%		
American Express volume related to pre-paid Sales?	%	Estimated Total American Express Monthly Volume	$

☐ Opt out of receiving American Express Marketing Materials.

Has this Business, or any of its predecessors or affiliates, ever been fined by Visa® or MasterCard® Discover® or American Express®? ☐ Yes ☐ No
If Yes, ☐ Visa® ☐ MasterCard® ☐ Discover® ☐ American Express®

SITE VISIT

☐ Merchant proceeds deposited into Member Bank account ☐ Not required due to Franchise or Association exception
☐ Personal visit by a sales representative Date ☐ Inspection report completed and included with supporting documentation
☐ Interior and exterior photos of the Merchant's location are attached. Was site consistent with Merchant's represented business? ☐ Yes ☐ No

GENERAL TERMS AND CERTIFICATION

- This "Bank Card Merchant Agreement and Application" (herein collectively "**Agreement**") consists of the following component parts all of which are incorporated by reference herein and constitute the entire agreement between the parties and supersede all prior agreements or representations between the parties whether written or oral with respect to the subject matter herein: (1) the Bank Card Merchant Agreement/Application, (2) the Bank Card Merchant Agreement, (3) Merchant Price Schedule and (4) any and all other applicable addenda, schedules, exhibits, attachments, or amendments thereto. Unless otherwise explicitly stated, all capitalized terms that are used but not defined in this paragraph have the meanings specified in the Agreement. Each person signing immediately below this paragraph (each, as "Signer") certifies that (i) he or she is an officer, owner, principal, or other authorized representative of the Merchant identified on page 1 of the Agreement (the "Merchant"), AND (ii) all of the information contained herein is true, accurate, and complete, AND (iii) he or she has been provided a full and complete copy of this Agreement, AND (iv) that he or she has read, understands, and accepts all of the terms and conditions contained in this paragraph and elsewhere within the Bank Card Merchant Agreement/Application.
- No modification, alterations, or manual changes (including lining out fees, unless otherwise pre-approved and/or pre-designated by Processor) made by Merchant to the Agreement shall have any force or effect unless and until such modifications or alterations are expressly consented to in writing by Processor. This Agreement may be executed in counterparts and a scanned, facsimile, or duplicate copy of this Agreement executed by the parties shall be treated as and/or constitute an original. Each undersigned below warrants and represents that he or she is a duly authorized representative of the legal entity on behalf of which he or she is executing this Agreement. **By signing below, Signer(s), on behalf of the Merchant, (i) agrees to be bound by all of the provisions of the Agreement, including without limitation, the choice of law, jurisdiction, and venue provisions contained in the Terms and Conditions, and (ii) acknowledges Merchant is aware of and must comply with the Rules Summary, Operating Regulations and Merchant Operating Requirements.**
- Signer(s) further individually authorizes Processor or its representative to (i) investigate him, her or Merchant by utilizing a third-party credit reporting agency, including by obtaining consumer credit reports on such Signer(s); (ii) share information provided in the Bank Card Merchant Agreement Application with third parties for fraud and risk management purposes; and (ii) conduct an initial and ongoing comprehensive credit inquiry and/or investigation. In the event Merchant is not approved by Processor for the provision of services under the Agreement, Signer(s), on Merchants behalf, authorizes Processor to share all information provided herein with Processor's strategic partner for the possible provision of substantially similar services.
- Signer(s), on behalf of the Merchant, irrevocably authorizes Processor to initiate Automated Clearing House ("ACH") debit and/or credit entries from and to the Designated Accounts for all fees, costs, and amounts due to Processor or payable to Merchant pursuant to this Agreement and ACH rules and regulations. In the event that a credit or debit entry is erroneously initiated, Signer(s), on behalf of the Merchant, authorizes Processor immediately to correct such error. This ACH Authorization shall remain in full force and effect until Processor has collected payment on all fees, costs, and amounts due or which may become due pursuant to this Agreement. The Designated Account(s) may not be changed or altered without thirty (30) days prior written notification to Processor and the execution of any forms or instruments deemed reasonably necessary by Processor.
- **Signer(s) certifies under penalties of perjury that:**
  1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
  2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
  3. I am a U.S. citizen or other U.S. person

FINANCIAL INFORMATION

☐ Submitting Business Financials ☐ Personal Guarantee (if checked, attach UPG)

Each Signer to the Agreement further individually authorizes Processor or its representative to investigate him, her or Merchant by utilizing a third-party credit reporting agency and conducting an initial and ongoing comprehensive credit inquiry and/or investigation. In the event that Merchant is not approved by Processor for the provision of services under the Agreement, each Signer, on Merchant's behalf, authorizes Processor to share all information provided herein with Processor's strategic partner for the possible provision of substantially similar services.

LIMITED CARD ACCEPTANCE

☐ I elect to be a Limited Acceptance Merchant, meaning I choose to accept the indicated VISA®/MasterCard® card types below:

To be a limited card type acceptance merchant, Merchant must indicate which card types are going to be accepted by marking the appropriate box(es):

☐ **Visa Credit and Business Cards** ☐ **Visa Debit Cards**
☐ **MasterCard Credit and Business Cards** ☐ **MasterCard Debit Cards**

Please see section 37 of the Terms and Conditions for further detail on Limited Acceptance and Merchant responsibilities.
Unless indicated otherwise above, Merchant agrees to **accept all** Visa® and MasterCard® Card Types.

BANK CARD MERCHANT AGREEMENT ACKNOWLEDGEMENT

Merchant acknowledges receipt of the Bank Card Merchant Agreement, the application thereto, the Price Schedule, and any and all other applicable amendments, schedules, exhibits, and attachments, including without limitation, the documents listed below. Merchant has read, understands and agrees to be bound by the Agreement, as may be amended from time to time in accordance therewith. If Member Bank and/or Processor agree to provide services to Merchant, submission of any transactions or items to Member Bank, Processor, or its third party providers constitutes consent to the Agreement Terms And Conditions and the terms and conditions related to any other service Merchant has elected to receive. Merchant can request a copy of the Agreement at any time by contacting a Customer Service Representative at (855)584-7551 or Relationship Manager.

- Addendum A – General Services Addendum
- Network Interchange Schedules (as applicable)
- Rules Summary
- Privacy Notice

1	Merchant Signature	Printed Name	Title	Date
2	Merchant Signature	Printed Name	Title	Date
	Sales Representative Signature	Printed Name	Date	

MEMBER BANK: Capital One, National Association, located at 1680 Capital One Drive, McLean, Virginia 22102

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Visa Disclosures

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VISA MEMBER BANK INFORMATION: Capital One, National Association, located at 1680 Capital One Drive, McLean, Virginia 22102, (703) 720-1000

IMPORTANT MEMBER BANK RESPONSIBILITIES:
(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.

IMPORTANT MERCHANT RESPONSIBILITIES:
(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 Operating Regulations.

The responsibilities listed above do not supersede the terms of the Merchant Agreement and are provided to ensure the Merchan tunderstands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.

The parties agree electronic signatures will have the same legal effect as an original (i.e. ink) signature and that an electronic, scanned, facsimile, or duplicate copy of such signatures may be used as evidence of execution. A scanned, facsimile, or duplicate copy of this Disclosures page executed by the Merchant shall also be treated as and/or constitute an original.

Merchant Legal Name			
Merchant Signature	**Printed Name**	**Title**	**Date**

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ADDENDUM A – GENERAL SERVICES ADDENDUM TO THE BANK CARD MERCHANT/MERCHANT PROCESSING / PAYMENT FACILITATOR AGREEMENTS

This General Services Addendum shall be an Addendum to the Bank Card Merchant, Merchant Processing, and Payment Facilitator Agreements ("Agreement") between Processor, Member Bank and Merchant in accordance with the provisions as set forth in the Agreement including all exhibits, schedules and Addenda hereto and all documents and materials referenced herein. As used herein, the term "Agreement" shall have the meaning ascribed to it in the Agreement. If there is a conflict in the terms or pricing provided this General Services Addendum and the pricing or terms in any price schedule or special amendment, the pricing or terms contained in the price schedule or special amendment shall control.

A. **Services**

1. Standard Hourly Rates

When performed at non-Processor sites, Processor's personnel travel expenses will be added to the following fees and actual hours charged will include travel time.

a. Programming Services* — $375.00/hour

b. Testing and Certification* • — $750.00/session/day plus Programming and/or Consulting Services

c. Operational Support* — $375.00/hour

*The rates quoted above are for Processor services and/or Processor support expended during Processor's normal business hours. Processor reserves the right to add an additional hourly fee of $300/hour to the above fees for Processor services and/or Processor support occurring outside its normal business hours and/or contrary to the guidelines in the Processor standards.

• Testing fee is assessed each day Merchant submits 3 or more test transactions

2. Paper Draft — $0.25/paper draft

3. Paper Draft Corrections — $2.00/paper draft correction

4. Supplies — Processor's Standard Fees

5. Shipping and Handling — Processor's standard shipping and handling fees apply to all supply and equipment orders

6. Special Reports and/or Special Report Distribution *

- daily reports — $20.00/month plus $10.00/Merchant location / month
- monthly reports — $5.00/Merchant location / month

* The fees in this provision will not apply so long as Merchant only receives Processor's then standard reports in accordance with Processor's then standard distribution method and at Processor's then standard frequency.

7. Paper Statement Fee — $9.95/Merchant chain definition / month *

* Processor reserves the right to assess an additional $25.00/Merchant chain definition/month fee, in addition to that mentioned above, in the event Merchant does not receive reports and/or invoices via electronic transmission (e.g., via e-mail) in accordance with Processor's standards.

8. Online Reporting Services and Fees

Upon Merchant's written request and acceptance of the same by Processor, Processor will allow access to Processor's proprietary and confidential Direct, Direct Express, or IQ service (collectively "Online Reporting Services Services") whereby Processor makes available Processor's data base of Merchant's activity. Processor's Online Reporting Services are subject to change without notice and will be provided in accordance with Processor's standards. Merchant may request establishment on Processor's system of one or more user IDs ("User ID") to access the Online Reporting Services. In the event Merchant utilizes Processor's IQ online reporting tool, Merchant will have User ID administration capabilities which may be subject to software licensing terms as applicable. User ID Setup and Standard Maintenance will be performed in accordance with Processor's general timeframes, standards, and scheduling. Although not obligated to, Processor reserves the right at its option and without notice to suspend the password on a User ID or inactivate and/or delete any User ID if it has not successfully logged on to the Online Reporting Services in a sixty day (or other interval determined by Processor) period, it has shown suspicious activity or Processor determines that there is or may be a violation of Processor's then current security procedures or standards involving the Online Reporting Services or Merchant's access to the same. However, Merchant shall provide Processor with prompt written notice of all User IDs which are no longer active, should be deleted and/or should otherwise be changed (e.g., password change, etc.). Processor reserves the right (but shall not have any obligation) to request that Merchant designate in writing those employees or agents of Merchant which may authorize establishment of Merchant IDs on Processor's system. However, Merchant shall be solely responsible for any unauthorized access to the Online Reporting Services and Merchant's data therein including but not limited to unauthorized Merchant employee or agent access, action taken on behalf of Merchant or at the request of any of Merchant's employees or agents (even if not authorized) and/or failure to notify Processor in writing and independently verify suspension of a password on a User ID or inactivation and/or deletion of a User ID. Merchant acknowledges that Processor's standard policy and practice is to truncate all primary account numbers ("PAN") appearing on the Online Reporting Services. However, Merchant has requested that certain of its User IDs will be established with the ability to view the entire PAN. Merchant acknowledges that there is risk involved in accessing a full PAN, and Merchant hereby assumes all such risk, whether or not foreseeable. Merchant shall not sell, purchase, provide, or exchange any PAN accessed via the Online Reporting Services to any third party, and Merchant shall be fully responsible for any unauthorized disclosure of any such PAN. Although not obligated to, Processor reserves the right at its option and without notice to suspend the ability to view full PANs on a User ID without prior notice to Merchant in Processor's reasonable discretion. Merchant shall provide Processor with prompt written notice of all User IDs which need access to full PAN data, and Merchant will supply Processor with all information reasonably requested by Processor in order to properly establish such User IDs. In conformance therewith, Merchant shall be solely responsible for ensuring the accuracy of all User ID's with access to full PAN Data, and Merchant shall be solely responsible for any use of a PAN by Merchant or its agent, officer, employee, or other user of any of Merchant's User IDs, whether authorized or unauthorized, and Merchant shall indemnify, defend, and hold harmless Processor, and its directors, officers, employees, affiliates and agents from and against all proceedings, claims, losses, damages, demands, liabilities and expenses whatsoever, including all legal and accounting fees and expenses and all collection costs, incurred by Processor, its directors, officers, employees, affiliates and agents resulting from or arising out of the use of the Online Reporting Services system by Merchant or its employees, agents, or officers. In the event Merchant accesses the Online Reporting Services through one or more third parties (e.g., through the Internet, a third party provider, etc.), Merchant acknowledges and agrees that Processor shall have no responsibility or liability whatsoever for any actions or inactions of such third parties, including but not limited to inability to access the Online Reporting Services, interruption in access to the Online Reporting Services, errors or inaccuracies in data received by Merchant, etc. Not limiting the generality of the foregoing, Processor's only obligation will be to make the Online Reporting Services available on Processor's system in accordance with Processor's standards. Merchant agrees that even if Merchant is billed for the Online Reporting Services pursuant to a Merchant Price Schedule, that all of the foregoing terms and conditions apply to the Online Reporting Services. Processor shall assess fees to Merchant for either Direct, Direct Express, or IQ, depending on which service has been established on Processor's system with respect to Merchant. In the event that Merchant believes that Processor has established the incorrect Online Reporting Service on its system, and/or has billed Merchant for the incorrect Online Reporting Service Merchant shall send Processor written notice of such fact, and Processor will change Merchant's Online Reporting Service definitions and/or billing as may be appropriate. Merchant shall be responsible for any amounts invoiced to Merchant for the applicable Online Reporting Service that Merchant is actually provided access. Merchant agrees to pay Processor the following fees for the Online Reporting Services and for any action taken by Processor in accordance with the foregoing or at the request of Merchant:

a) Direct / IQ

(i) Enterprise Subscription License Fee — $50.00 / month / User ID used *

* Provides enhanced hierarchy access, User administrator rights, reports, merchant summary, transaction research, alerts, disputes, and large data set access. Each User ID that is used in a given month, as determined by Processor's records of User IDs which have logged onto Direct / IQ, during the month, will result in a separate subscription license fee charge. Available to large, enterprise level merchants.

(ii) Standard Access (non-mobile) — No Charge or as otherwise quoted *

* Provides access to reports, merchant summary, transaction research and basic alerts and disputes. Available to small, mid-market level merchants.

(iii) IQ Now (mobile access) — No Charge or as otherwise quoted *

* Provides basic access to statements, transactions, reconciliation, and disputes using a mobile device (iOS and Android). Designed for small merchants, and merchant size restrictions apply. Additional terms and conditions apply and are available after logging into the application

(iv) Data Edge:
Data Edge for Merchants is an online business intelligence tool available through iQ that is designed to provide access to payment data, with query, dashboard, scheduling, and extract functionality.

1. Designer — $150.00 /month / active User ID
2. Guided — $50.00 /month / active User ID

b) Virtual Terminal Processor Services and Fees

Processor's Virtual Terminal Processor Service (the "VT Services") is an enhancement to Processor's Online Reporting Services. Merchant acknowledges and understands that the VT Services allow Merchant to effectuate Card transactions within the Online Reporting Services application in accordance with Processor's standards and procedures. Merchant shall be solely responsible for all authorized or unauthorized use of the VT Services arising out of or related to Merchant's use of the VT Services including but not limited to unauthorized transactions initiated via the use of Merchant's User ID's. Merchant acknowledges that use of a software application that has connectivity to the Internet poses an increased risk, and Merchant assumes all liability for such risks. Merchant warrants and represents to Processor that it has implemented and will maintain secure systems for use of the VT Services and the transmission of information to Processor. Merchant further acknowledges and agrees that Processor's only obligation will be to make the VT Services available on Processor's system in accordance with Processor's then-current standards. Merchant acknowledges and agrees that Processor's Online Reporting Services are required for use of the VT Services and that Processor's standard terms, conditions, and fees associated with the Online Reporting Services shall be and remain in effect. Merchant shall pay the following fees to Processor for the VT Services in addition to Processor's fees for the Online Reporting Services:

i) Program Setup Fee — No Charge
ii) Monthly Usage Fee: — $25.00/month/per user
iii) Transaction Fee — $0.08/transaction*
*This fee is in addition to all other applicable fees and charges for a transaction.

9. Signature Capture*

Setup Fee — $5,000.00/capture interface
Retention Fee — $0.0045/retained signature
Retrieval Fee — $0.32/retrieved signature

* For those signature interface, storage, and retrieval services supported by Processor in accordance with its standards. Upon Merchant's request and acceptance of the same by Processor, Processor will provide Merchant with the Signature Capture services. The number of capture interfaces, retained signatures, and retrieved signatures shall be determined by Processor according to Processor's records.

10. Banking Identification Number ("BIN") File Transmission – Files will be transmitted in accordance with Processor's standards. Processor makes no representations or warranties whatsoever with respect to the file, including, but not limited to, the completeness of the file. Merchant must not use BIN file information for any reason other than to identify card type categories at the point of sale. The Merchant must not disclose the BIN information to any third party without prior written consent of Processor. BIN file information is confidential and proprietary information of Visa or MasterCard and is subject to the confidentiality provisions of the Agreement. Availability of the BIN file transmission is subject to the Operating Regulations and Processor's standards and may not be available or may not be available at all times. Processor may cease providing the foregoing service if, in its sole discretion, it deems that the service violates or may violate the Operating Regulations. Merchant agrees that it shall complete and execute any additional documents as may be required by Visa or MasterCard at any time.

a. Setup Fee — $1,000.00
b. Change Request — $1,000.00
c. Monthly Fee — $250/month (includes one (1) file per month)

11. Expedited Setup Fee — $100.00/merchant location

12. Store Settlement Fee — $500.00/month*

*assessed in the event that Merchant receives settlement at the merchant location level rather than at the Merchant chain level.

13. Early Deconversion Fee — $295.00/merchant location*

*assessed to cover a portion of Processor's costs in connection with Merchant's deconversion from Processor's system (restocking of equipment, deletion of Merchant numbers, etc.). This fee will be assessed only in the event that Merchant ceases to exclusively receive the Services from Processor before the end of the then current term of the Agreement. The Early Deconversion Fee will be assessed in addition to any other amounts due under the Agreement, including but not limited to any applicable liquidated damages.

14. Non-Settled Transaction Posting Fee — $0.05/transaction*

*for memo-posted transactions submitted to Processor by Merchant on settlement files, which are not processed by Processor, according to Processor's records, but which are reported on Processor's Online Reporting system.

15. Annual Fee — $199.00/Merchant ID/year

16. Independent Third-Party Audit Report Fee (e.g. the SSAE18 SOC1 Type II) — $250.00/copy

17. Re-Presentment Processing Fee — $7.00/re-presentment

18. Chargeback Processing Fee — $25.00/chargeback

19. Visa Base II Fee — $0.0022/transaction

20. MasterCard Settlement Fee — $0.0022/transaction

21. Security Services.
a. Pricing
(i) SaferPayments Basic* — $24.95/Month/MID (capped at 20 MIDs or $499/Month)
(ii) SaferPayments Managed* — $49.95/Month/MID (capped at 20 MIDs or $999/Month)
(iii) PCI Non-Validation Fee ** — $49.95 / MID / month (Capped at $400.00/ / chain / month)
(iv) Tokenization — $0.025/transaction or as otherwise Quoted
(v) Point to Point Encryption — Quoted

* Available to PCI levels 3 and 4 Merchants only. A SaferPayments security bundle is required if merchant is storing, transmitting, or processing cardholder data.
** Available to PCI levels 3 and 4 Merchants only.

b. Terms and Conditions.

(i) EMV Support – Europay, MasterCard, and Visa ("EMV") is a set of global standards for credit, debit and contactless card payments. EMV chip cards help prevent in-store fraud and are nearly impossible to counterfeit. Starting October 1, 2015 merchants who have not made the investment in chip-enabled technology may be held liable for card-present fraud. EMV acceptance requires an EMV enabled standalone terminal or POS system. Processor is enabled to process in-store EMV transactions to help reduce fraud liability.

(ii) SaferPayments Basic – is a bundle of some or all security services offered by Processor that are intended to address the risks associated with accepting, transporting and storing cardholder data within and throughout the Merchant's environment in accordance with Processor's standards, which Processor may change from time to time in its sole discretion. Card Present PCI Level 4 as well as certain PCI Level 3 Merchants must participate in one of the following bundles: SaferPayments Basic or SaferPayments Managed . Notwithstanding anything to the contrary in this Agreement, Processor may enroll Merchant in SaferPayments Basic at any time in Processor's sole discretion. Merchants may elect to enroll into SaferPayments Managed at their own discretion.

SaferPayments Managed is a subscription service whereby a third party will assist with the management of Merchant's PCI compliance and provide access to certain Cyber Security Tools under a separate agreement. As part of Merchant's PCI compliance subscription Merchant will be eligible to receive telephone and email support in relation to:

a. the completion of the PCI self-assessment questionnaire;
b. Merchant attestation of compliance with PCI DSS; and
c. ASV scans (where there is a PCI DSS compliance scan requirement). If required, this includes quarterly scan scheduling report and management.

If at any time Merchant elects to opt out of the SaferPayments Managed bundle, Merchant will be enrolled into SaferPayments Basic as PCI Level 3 and 4 merchants must participate in one of the following bundles: SaferPayments Basic or SaferPayments Managed. If Merchant has already become PCI DSS compliant through the managed compliance support offered in SaferPayments Managed, Merchant is subject to a one-time cancellation fee up to $99.00. If Merchant has downloaded cybersecurity tools offered through the program, these tools will be disabled

(iii) PCI Assessment Tools – are a set of streamlined online tools to help merchants achieve, maintain and track PCI compliance. PCI Assessment Tools help clients review PCI DSS compliance requirements and complete their Self-Assessment Questionnaire (SAQ) and, as recommended, conduct periodic vulnerability scans of their network.

(iv) Point to Point Encryption ("P2PE") – The P2PE Service is a two part service designed to: (i) encrypt (make unreadable) card data information at the origin of the payment transaction, which is a PCI-PTS certified Secure Cryptographic Device (SCD) that has licensed P2PE functionality that aligns with the P2PE technologies hosted by the Processor;

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and, (ii) decrypt card data information at the destination of the transaction, which are the Processor's data systems. Merchant acknowledges and agrees that SCD P2PE functionality is required and may require Merchant to engage an appropriate third-party provider or authorized reseller and that said licensed functionality may incur fees in addition to those set forth herein. Card data information protected by the P2PE Service may include Track 1 or Track 2 data (Magnetic Stripe Data obtained through a magnetic card swipe read) or PAN Data (Manually Entered Personal Account Number ("card") data) as appropriate to the type of transaction processed on the SCD. The SCD functionality supporting the P2PE Service is designed to securely store or generate encryption keys which are used in conjunction with the P2PE functionality to encrypt card data at the moment that the card data is captured by the SCD. The P2PE Service applies only to transactions that were encrypted by the SCD and sent from the terminal to Processor's authorization and settlement systems pursuant to the Agreement. Supported transactions include, but may not be limited to, those associated with credit (signature), debit (signature) and debit (PIN). Merchant acknowledges that provision of P2PE Service to Merchant is subject to the availability of the licensed encryption software from the applicable third-party provider and Merchant's compliance with the terms of this amendment and the Agreement.

(v) Security Services – shall individually or collectively mean EMV Support, PCI Assessment Tools, SaferPayments, P2PE, and Tokenization. Merchant may utilize tokenization ("Tokenization") products and services and/or point-to-point encryption ("P2PE Service") products and services on select terminals using services provided wholly or partially by a third party with the support of Processor (collectively referred to as "Security Services"). Merchant bears all risk and responsibility for conducting Merchant's own due diligence regarding the fitness of Security Services for a particular purpose and for determining compliance with the Bank Rules, the Operating Regulations, and the Laws. Accordingly, Merchant's use of Security Services is at Merchant's own risk. Processor's decision to offer Security Services shall not limitMerchant's duties and obligations contained in this provision or the Agreement. Merchant acknowledges that the receipt of Security Services may require the use or upgrading of certain terminals and/or equipment or new message specifications (which shall be at Merchant's sole expense) and may not be supported on all terminals/equipment. Processor does not warrant or guaranty that use of the Security Services , in itself, will: (i) result in Merchant's compliance with Bank Rules, Operating Regulations, and/or Laws; (ii) prevent any and all unauthorized breaches of your terminals, systems or facilities; or, (iii) be uninterrupted or error-free. Merchant agrees that it shall not acquire any interest in (ownership, intellectual property or otherwise) any of the third-party provider software used to provide the Security Services. Merchant shall not, and shall have no right to, own, copy, distribute, sub-lease, sub-license, assign or otherwise transfer any portion of such third party provider software used to provide the Security Services or any materials provided by Processor or to modify, decompile, or reverse engineer any such software, materials, or the Services.

(vi) Tokenization – Tokenization is a service in which cardholder PAN data, once received by the Processor, is replaced with a surrogate ("Token") value. Deliverables of the Tokenization service include; (1) the creation of tokens and (2) the recognition and use of a Processor issued pre-existing token to support all post authorization transactions with the Processor, which includes initiating a new authorization with a token value. Data necessary to convert tokens back to Cardholder data will be maintained in Processor's systems. Merchant access to the Tokenization service requires integrating systems to certify token services using Processor's appropriate message specification. Message specifications are limited to those that exist in Processor's current Service offering. The Parties agree that the scope of the Tokenization service does not include the certification or systematic configuration of third parties or firmware licensing as selected by the Merchant to support Tokenization services. Non-Standard, GUI and Batch Tokenization are separate and unique service offerings and respective fees will be quoted to merchant for the use of each service.

- "Standard Tokenization" is provided on a per transaction basis in-line with each authorization request
- "Non-Standard Tokenization" is provided as separate "non-authorization" message to the Processor that results in a token being generated and returned outside of a purchase transaction
- "Graphical User Interface (GUI) Tokenization" is provided for merchant operations personnel with appropriate credentials to convert or revert card values and tokens via Processor provided product interface(s).
- "Batch Tokenization" is provided as a file based service to support the mass conversion of any existing store of cardholder data, and shall mean the process of receiving a file that includes multiple card values, performing the tokenization process for each card value and returning a response file that includes the corresponding token value.

(ix).Token Grouping. Where Merchant shares and/or accepts Tokens with one or more merchants or otherwise permits such sharing and or/acceptance via its third party Provider (ISV) among a group of similarly branded merchants and/or merchants that are a part of a chain of independently owned stores, or some other group of merchants commonly connected by or through a brand, web-site, club, affiliation, and/or some other commonality (each, a "Merchant Group") of which you are a member (the "Token Grouping"), Processor may, as part of the Services, support such Token Grouping for use with Cardholder card-on-file programs, scheduled automatic payments, and other programs for purchases of products and/or services processed by Merchant and the Merchant Group predicated and conditioned on Merchant's agreement to the following:

a. Use of Tokens within the Merchant Group. Merchant authorizes us to support and make available the Tokens to the Merchant Group so that Cardholder Tokens of the Merchant Group members will be available to all of the Merchant Group members as a group for use with card-on-file programs, to schedule automatic payments, and other programs enabling the member merchants to process transactions.

b. Tokenization Fees, Variations, Limitations and Provider Duties. Merchant agrees to be liable to Processor for tokenization fees as set forth in the Agreement. Processor has several variations of the tokenization service all of which may not be available to Merchant, the tokenization service available to Merchant may have limitations on the sharing, management, and storage of Tokens and storage of Cardholder data. Where possible based on the variation of the tokenization service available to Merchant, Processor will support the Tokens and tokenization service to the Member Group on file with us as updated by Provider which Member Group is controlled and revised by Provider under the Provider services to Merchant. Dependent on the tokenization service available to Merchant, Cardholder data may not be maintained in Processor's systems and, as such, Processor will not have the data necessary to convert Tokens back to Cardholder data. Furthermore, Merchant agrees that the scope of the tokenization service does not include: (a) the certification or systematic configuration of third parties or firmware licensing as selected by Merchant to support tokenization service; or (b) a duty by Processor to provide Merchant or a Merchant Group member, individually or as a group, de-tokenization services or support during or after the term of the Agreement or their agreement(s) with Processor except where separately agreed to in writing by Processor and Merchant.

c. Cardholder Authorizations. Merchant directly or through its Provider, warrants and represents that it has the appropriate written agreement and consents from all Cardholders required by applicable law and the Operating Regulations for use of the tokenization service and Token Grouping within the Merchant Group (the "Cardholder Authorizations"). Merchant agrees to directly or through its Provider or other service provider to retain all records related to the Cardholder Authorizations, including the initiation and authorization of transactions for Merchant to collect and/or initiate transactions utilizing the Token Grouping. Copies of such records shall be delivered by Merchant to Processor within ten (10) days of Processor's written request and shall otherwise be retained by Merchant for a period of at least four (4) years following the date of the transaction, or longer if required by Laws or the Operating Regulations.

d. No Warranty of Tokenization Service. Processor do not warrant or guaranty that use of the Tokens and/or tokenization service products and services will be uninterrupted or error-free. Processor's decision to support the Token Grouping shall not limit Merchant's duties and obligations contained in the Agreement. Merchant acknowledges that the receipt and/or use of Tokens and Token Grouping may require the use or upgrading of certain terminals and/or equipment or new message specifications (which shall be at Merchant's sole expense) and may not be supported on all terminals/equipment.

e. Merchant's Assumption of Risk, Responsibility and Other Obligations. Merchant bears all risk and responsibility for complying with the Operating Regulations related to the Cardholder Authorizations, including card not present transactions, recurring billing, and Cardholder consent and authorization for card-on-file use related to the Token Grouping, use of Tokens, and for conducting Merchant's own due diligence regarding the fitness of the Provider services for a particular purpose and does hereby represent, warrant and agree that it will comply at all times with Operating Regulations, Laws, and PCI DSS. Merchant's use of the Provider services is at its own risk and Merchant shall be solely responsible for all authorized or unauthorized use of such Provider services including but not limited to the unauthorized use of such services whether by Merchant, Provider, a member of the Merchant Group, or each of such parties' employees, agents, or representatives.

f. Account Monitoring; Security. Processor may monitor the credit and debit card transactions processing activity received from the Merchant Group and investigate unusual or suspicious activity, provided, that in no event does Processor assume any responsibility to discover any possible breach of Merchant's or Merchant's Provider's security or misuse of the Provider services. Processor shall have the right to inspect Merchant's operation, system and websites used by Merchant or its service providers to verify its compliance with security obligations. Processor may discontinue acceptance of the card transactions processing activity from the Token Grouping and/or provision of the tokenization service immediately at any time without advance notice to Merchant or your Provider.

At the conclusion of the contracted term for Tokenization services, Merchant will have 90 days to request, via written request to Processor, a Batch De-Tokenization of the merchant's token store, located within the Merchant's systems. For purposes herein, Batch De-Tokenization shall mean the process of receiving a file that includes multiple token values, performing the de-tokenization process for each token value and returning a response file that includes the corresponding card value. After 90 days, Processor will no longer be responsible for maintaining the data necessary to De-Tokenize Merchant's token store or be able to guarantee availability of data. Upon mutual agreement, Processor may offer the Merchant De-Tokenization Data Management Services under a separate agreement to support the token store after the termination of the current agreement supporting Tokenization services.

22. FastAccess™ Funding Program Services

a. FastAccess™ Funding Program Services. The FastAccess funding program provides accelerated funding of Merchant's card transactions, typically between two and five hours after settlement of Merchant's credit and debit card transactions, by way of Original Credit Transaction ("OCT") through VisaNet or Maestro which permits Processor through Member Bank to initiate credits to Merchant's designated Visa or MasterCard debit card account (the

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"FastAccess Services"). The above debit card account designated by you must be a U.S. issued debit card with an institution that is enabled for OCT transactions. Merchant authorizes Processor to initiate a zero-dollar authorization to such account as part of the establishment of Merchant's use of the FastAccess Services.

b. Pricing. Pricing for the FastAccess Services will be as quoted to Merchant on the Application and Price Schedule, Addendum or other Amendment to the Agreement.

c. FastAccess Services Terms, Conditions and Limits. The FastAccess Services are part of the Services under the Agreement and subject to the terms and conditions of Merchant's use of Services under the Agreement as well as the terms, restrictions, and condition in this Addendum which include those listed below:

i. Limits. The per transaction limit applicable to the FastAccess Services is $15,000.00. Daily limits also apply.

ii. Limitations on Availability of FastAccess Service. FastAccess Services is not supported by all Card issuers. Further, certain debit card financial institutions may delay the posting of credits to debit cards from the FastAccess Services, please inquire with your debit card financial institution on their practices.

iii. Changes to or Removal of Attributes, Requirements, and Functionality. Visa, Maestro, and Processor may at any time change or remove any of the attributes, requirements, and functional specifications related to the OCT and FastAccess funding program or withdraw such services entirely.

iv. Default Settlement and Suspension of Service. Transactions that do not meet the requirements, exceed the limits, or are otherwise not settled via the FastAccess Services shall route your settlement via the normal ACH Card transaction settlement solution under the Services. The trigger of certain limits or limitations may suspend the use of the FastAccess Services.

d. Disclaimer and Limitation of Liability. Merchant understands and agrees that the disclaimer of warranties and limitation of liabilities applicable to Processor and Member Bank set forth under the Agreement apply to the herein FastAccess Services and neither Processor nor Member Bank shall be liable to Merchant for any loss, delay, error, interruptions or damage of any kind or character, whether direct, indirect or consequential, resulting from the use, delay, inoperability, or other failure of the Fast Access Services.

23.OmniFlex Services ("OF")*

Processor's Virtual Terminal Plus Service (the "OF Services") allows Merchant to effectuate Card transactions within Processor's online portal. Merchant agrees that it will only use the OF Services in accordance with Processor's standards and procedures. Merchant shall be solely responsible for all authorized or unauthorized use of the OF Services arising out of or related to Merchant's use of the OF Services including but not limited to unauthorized transactions initiated via the use of Merchant's User ID's. Merchant acknowledges that use of a software application that has connectivity to the Internet poses an increased risk, and Merchant assumes all liability for such risks. Merchant warrants and represents to Processor that it has implemented and will maintain secure systems for use of the OF Services and the transmission of information to Processor. Pricing for the OF Services will be as quoted to Merchant on the Application and Price Schedule, Addendum or other Amendment to the Agreement.

B. Telecommunication Fees

Merchant agrees to pay Processor all then current telecommunications fees and assessments as imposed by telecommunications services providers, Processor, Member Bank, VISA, MasterCard and/or Other Networks in connection with the Services Merchant receives hereunder whether incurred by Merchant, Processor, Member Bank, its affiliates and/or agents. The following telecommunications fees shall be paid by Merchant but are subject to change without notice based on increases and/or charges by telecommunications service providers, Processor, Member Bank, VISA, MasterCard and/or Other Networks and such changes shall be automatically effective and immediately payable when assessed by Processor. Unless otherwise indicated herein or in the Agreement, the following telecommunications fees are in addition to transaction fees, and interchange and other third-party reimbursements.

1. TSYS and/or Processor Dial-up Transaction (including but not limited to authorizations) Fees:

a. Dial Services (if available)	$0.025 /transaction
b. TSYS Debit Transactions (only assessed when transaction is routed through TSYS)	$0.04 / transaction
c. FGB Data Capture (if non-authorized through TSYS) Transactions	$0.015 /transaction
d. WATS Data Capture (if non-authorized through TSYS) Transactions	$0.025 /transaction
e. Processor Voice Transactions	$0.50 / transaction *

*Includes operator assisted voice authorizations, Processor's automated digital voice response system ("DVRS"), and other authorization systems used by Merchant and supported by Processor in accordance with its standards.

f. Other TSYS and/or Processor fees not listed above	pass through to Merchant

2. Global Payment Systems Dial-Up Transaction (including but not limited to authorizations) Fees:

a. Dial Services (if available)	$0.025 /transaction
b. Global Payment Systems Transactions - Local Services	$0.045 /transaction
c. Global Payment Systems Transactions - 1-800 Watts Services	$0.0925 / transaction
d. Global Payment Systems Transactions - 950 Service Services	$0.060 /transaction
e. Global Payment Systems SF Specialty Products and Services, Financial, and/or Administrative Transactions (e.g., Global Payment Systems -Tips; Global Payment Systems -Micros)	$0.025 /transaction
f. Global Payment Systems Draft Capture Transactions	0.025 / transaction
g. Global Payment Systems Debit Transactions	$0.035 /transaction
h. Processor Voice Transactions	$0.50 / transaction
i. Other Global Payment Systems fees not listed above	pass through to Merchant

3. Paymentech Dial-Up Transaction (including but not limited to authorization) Fees:

a. Standard Services	$0.08 / transaction
b. Data Capture	$0.015 /transaction
c. SCAN Check Authorizations	$0.08 / transaction
d. SCAN Check Authorizations - Voice	$0.60 / transaction
e. Wireless Fee	$0.08 / transaction
f. Petroleum Island Card Reader Surcharge*	$0.015 /transaction
g. Other Paymentech fees not listed above	pass through to Merchant

4. Heartland Payment Systems ("Heartland Payment Systems") Transaction (including but not limited to authorization) Fees:

a. Heartland Payment Systems Dial-up Transactions	$.065 / transaction
b. Heartland Payment Systems VSAT Transactions	$.055 / transaction
c. Heartland Payment Systems Host-to-Host Transactions	$.050 / transaction
d. Heartland Payment Systems Debit/Fleet Card/EBT Transactions	$.025 / transaction*
e. Other Heartland Payment Systems fees not listed above	pass through to Merchant

5. Terminal Support Fee (assessed monthly and in addition to Dial-up Transaction Fees)	$25.00/Terminal/Month

6. Telecommunications, Access and Usage Fees

a. Dial-up Devices (CRT, RJE, FTP)	$50 / device / month
b. Monthly Router Port Fees	
i) Class I Router Port Fees	
-BSC Router	$50.00 / port / month
- SNA Router	$30.00 / port / month
- TCP/IP	$20.00 / port / month
- WAN Encryption	$250.00 Setup Fee plus $45.00 / port / month*
ii) Class II Router Port Fees	
-8K Router	$50.00 / port / month
- 16K Router	$200.00 / port / month
- WAN Encryption	$250.00 Setup Fee plus $85.00 / port / month*

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iii) Class III Router Port Fees

-8K Router	$50.00 / port / month
- 16K Router	$200.00 / port / month
- 32K Router	$500.00 / port / month
- WAN Encryption	$250.00 Setup Fee plus $250.00 / port / month*

iv) Class IV Router Port Fees

-64K Router (or greater)	$1,000.00 / port / month
- WAN Encryption	$250.00 Setup Fee plus $250.00 / port / month*

v) ISDN D/R Monthly Port Fee

-BRI/PRI	$50.00 / port / month

vi) Shared Serial

	$250.00 / port / month
- Serial (less than 56K)	$500.00 / port / month
- Serial (equal to or greater than 56K)	$1000.00 / port / month
- Dedicated Router Ports (e.g., Ethernet, Token Ring, ISDN, Async Dial, etc.)	$1,000.00 / port / month
- Other Router Ports	Quoted

*Processor's WAN Encryption Services listed in i), ii), iii), and iv) above are optional services provided at the request of Merchant and provided in accordance with Processor's standards. Merchant acknowledges and agrees that Processor's only obligation will be to make the WAN Encryption Services available on Processor's system in accordance with Processor's then-current standards, and Processor makes no representations or warranties with respect to the WAN Encryption Services. Processor's provision of the WAN Encryption Services to Merchant shall in no way be deemed to alter or limit any of Merchant's obligations under the Agreement, including but not limited to the obligation to comply with the Operating Regulations.

c. Other Monthly Port Fees $1,000.00 / port / month

d. PU2 Support (Token Ring, etc.) $50/PU2 Definition/month*

* The number of PU2 Definitions will be as determined from time to time by Processor, in accordance with Processor's standards and records, and will be based on PU2 definitions on Processor's system.

e. Transmission Usage (e.g., RJE, NJE, FTP, Connect Direct, etc.)

- Dial In	$.003674/transaction *
- Dial out	$.004715/transaction *
- Private line	$.001297/transaction *

*transactions ("Transmission Transactions") are cardholder transactions, POS transactions, authorizations, etc. occurring monthly on institution, merchant or intercept/processor Processor definition and are calculated according to Processor's standards. Fees will be assessed based on Transmission Transactions for each definition associated with an institution, merchant and/or intercept/processor Processor definition.

f. Transport Layer Security ("TLS") Services*

- Set-Up Fee	$5,000.00
- Monthly Support Fee	$250.00

*Processor's TLS Services are optional services provided at the request of Merchant and provided in accordance with Processor's standards. Merchant acknowledges and agrees that Processor's only obligation will be to make the TLS Services available on Processor's system in accordance with Processor's then-current standards, and Processor makes no representations or warranties with respect to the TLS Services. Processor's provision of the TLS Services to Merchant shall in no way be deemed to alter or limit any of Merchant's obligations under the Bank Card Merchant Agreement, including but not limited to the obligation to comply with the Operating Regulations.

g. TSYS Enhanced Data Transaction Fee $0.015 / transaction

7. Merchant Link Services

a. Dial Authorization	$0.0475 / authorization
b. Dial Data Capture Transaction	$0.012 / transaction
c. SSL Authorization	$0.029 / authorization
d. SSL Data Capture Transaction	$0.01 / transaction
e. Frame Relay/IP Authorization	$0.015 / authorization
f. Frame Relay/IP Transaction	$0.005 / transaction
g. Other MerchantLink Services on a pass-through basis	quoted or assessed

8. Virtual Private Network ("VPN")/Secure Socket Layer ("SSL") Services

Processor's standard VPN and SSL services establish an internet connection between Merchant and Processor for the processing of credit card, debit card, and other electronic payment transactions by Merchant. In the event that Merchant uses a VPN or SSL connection to Processor, Merchant acknowledges and agrees that the VPN or SSL communication interface relies on the internet, which is a public IP-based communications network that is subject to disruptions, slowdowns, and outages that cannot be predicted, controlled, or corrected by Processor, and that such occurrences could interfere with the processing of Merchant's transactions. Merchant acknowledges that Processor shall not provide monitoring, error detection, or related service level measures with respect to the VPN or SSL. Without limiting the generality of the foregoing, any service levels that may be set forth elsewhere in the Agreement shall not apply to the VPN or SSL connection or to transactions transmitted using such connection. Merchant acknowledges that certain communication equipment must be installed and supported in Merchant's data center(s) and other locations in order to support a VPN or SSL and that Merchant must use equipment that is compatible with the VPN or SSL communication equipment supported by Processor. Merchant shall be solely responsible for secure key exchange and key management (including a process for key revocation when Merchant personnel leave). Merchant shall further ensure that each terminal with a connection to the VPN or SSL shall at all times have a personal firewall installed and active. The VPN services and SSL services shall be provided in accordance with Processor's standards, which Processor may change from time to time in its sole discretion, and Merchant shall at all times comply with the standards and established by Processor, Member Bank, Visa, MasterCard, or any Other Network with respect to the VPN and SSL.

a. VPN Fees

i) Class I VPN: If Merchant only transfers files across the VPN, Merchant shall pay the following fees to Processor for its Virtual Private Network services, in addition to any applicable third party fees (hardware, monthly maintenance, etc.):

- VPN Set-up Fee	$250.00
- Class I VPN Port Fee	$50.00/port/month

ii) Class II VPN: If Merchant processes transactions across the VPN, Merchant shall pay the following fees to Processor for its Virtual Private Network services, in addition to any applicable third party fees (hardware, monthly maintenance, etc.):

- VPN Set-up Fee	$250.00
- Class II VPN Port Fee	$250.00/port/month*

b. St. Pete SSL Transactions $0.0225/transaction*

* In addition to any applicable third party fees (hardware, monthly maintenance, etc.), and in addition to all other transaction fees assessed by Processor.

9. IP Commerce

a. Solution Builder Monthly Fee	$19.95/month
b. Solution Builder Per Transaction fee	$0.02/transaction
c. Solution Builder Tokenization	$0.02/transaction
d. Solution Builder TMM One-Time Setup Fee	$49.95/MID
e. Solution Builder TMM Monthly Free	$9.95/Month/MID
f. Solution Builder TMM Transaction	$0.05/transaction
g. Solution Builder Retail Decisions	$0.20/transaction

10. Cardinal Commerce

a. eCommerce Plus Setup Fee	$150.00
b. eCommerce Plus Monthly Fee	$30.00/month
c. eCommerce Plus Per Credit Transaction Fee	$0.05/transaction
d. eCommerce Plus Per Alternative Payment Fee	$0.05/transaction

C. Other Telecommunication Expenses

Merchant acknowledges and agrees that it shall be solely responsible for all telecommunication lines, equipment and any related items deemed necessary by Processor in connection with the Services and for any and all fees, costs or expenses related to the same, whether incurred by Merchant, Processor, Member Bank, their affiliates and/or agents. Such fees, costs and/or expenses may include, but are not limited to, those associated with, circuits and their installation, software to support Merchant's operating environment, data transmissions, equipment and software upgrades, modems, sharing devices, controllers, protocol converters, routers, router maintenance, maintenance, other telecommunication equipment, etc.

D. Equipment Program

1. Equipment Terms and Conditions

In the event of a conflict between this section, an amendment to the Agreement, Addendum B, or the Terms and Conditions; the amendment, Addendum B, or the Terms and Conditions shall control. The following provisions apply to Merchant if Merchant elects to purchase supplies or purchase or rent equipment from Processor at any time:

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a. Provision of Equipment. Merchant acknowledges receipt of the equipment listed on the Initial Equipment Order Information and Pricing section of the Application or Equipment Request Special Amendment. Processor's then-current standard pricing applies to the equipment. Merchant agrees to pay Processor's then-current standard price (plus shipping) for any additional equipment or supplies.

b. Purchase. Merchant is solely responsible for maintaining and repairing the equipment Merchant purchases from Processor. Processor makes no representations or warranties about the condition of the equipment, including any express or implied warranties of merchantability or fitness for a particular purpose. Merchant agrees to accept the equipment "AS IS," and to release Processor from any liability related to the equipment.

c. Rental Term. Unless purchase code "S," "L," or "O" appears in the Initial Equipment Order Information and Pricing section of the Application or Equipment Request Special Amendment, each individual piece of equipment ("Rental Equipment") shall have a separate rental term. The term of each piece of Rental Equipment begins on its order date. It continues on a month-to-month basis. Any property interest in the Rental Equipment belongs solely to Processor (or Processor's delegates or assigns). Either party may terminate the rental term for a piece of Rental Equipment on 30 days prior written notice. On the effective date of a termination, Processor may debit an amount equal to the fair market value of the Rental Equipment from Merchant's Designated Account. If Merchant returns the Rental Equipment within ten days of termination, Processor will refund the debited amount (less our determination of diminished value and/or cost of repairs). Call 800-617-1725 for a tag number and address for returning the Rental Equipment. Merchant bears all return costs.

d. Equipment Swap Program. Processor's equipment swap program applies only to stand-alone PIN Pads and check readers, and terminals Processor supports and integrates with PIN Pads or check readers. If Merchant uses the program, Processor, or Processor's designated equipment provider ("Equipment Provider"), will provide Merchant with programmed terminal(s), PIN Pads or check readers (the "Replacement Equipment"). When Merchant receives the Replacement Equipment, Merchant shall mail, in accordance with any instructions, the Equipment Provider a corresponding number of used equipment of the same brand and model, in good working condition ("Merchant Equipment"). The Merchant Equipment becomes the property of Equipment Provider when it receives the equipment. If Equipment Provider does not actually receive the Merchant Equipment within 30 days off the date Equipment Provider shipped the Replacement Equipment to Merchant, Processor will charge Merchant Processor's standard purchase price for the Replacement Equipment. The Replacement Equipment shall become Merchant's property only after Processor receives payment from Merchant and Equipment Provider receives the Merchant Equipment from Merchant.

e. Equipment Re-injection Services. Processor may offer equipment reinjection services for stand-alone PIN Pads and check readers, and for terminals Processor supports and integrate with PIN Pads or check readers. To use this service, Merchant must mail the equipment (in good working condition) to Equipment Provider via insured shipment. Equipment Provider will re-inject the Merchant Equipment and return it to Merchant.

f. Processor reserves the right to charge Merchant shipping and handling fees for any equipment deliveries under the Agreement.

g. Merchant agrees that Merchant will only permit employees who have read the operating instructions that Processor provided to operate the equipment. Merchant also agrees not to remove any equipment from its original place of installation without Processor's prior consent. Neither Merchant nor Merchant's employees may make modifications or additions to the equipment. Additionally, Merchant shall only use the equipment in accordance with this Agreement. Merchant shall not use the equipment for credit inquiry or account verification.

h. Processor has the right, but not the obligation, to enter Merchant premises to service equipment, and to confirm the existence, condition, and proper maintenance of the equipment. Processor shall exercise this right during reasonable business hours. Merchant agrees to surrender the equipment to Processor's authorized representative on Processor's demand.

i. Malfunctioning Equipment shall be shipped to Processor. If Merchant's equipment malfunctions, call 800-617-1725 for instructions from Processor. For equipment Processor has agreed to maintain, Processor will either repair the equipment or send Merchant comparable equipment. For equipment Processor has not agreed to maintain, Merchant is responsible for all equipment-related expenses. These include maintenance and replacement expenses. Merchant agrees to promptly notify Processor at the designated terminal help desk telephone number of any malfunction or other incident resulting in the loss of use of the equipment.

j. Merchant agrees to pay all equipment related fees, expenses, and costs. Merchant also agrees to review all reports and/or invoices Processor prepares or Processor's agents prepare. Merchant's failure to reject any report or invoice in writing within five business days constitutes an acceptance of its content.

k. Merchant is solely responsible for complying with the Operating Regulations and Laws regarding Merchant's use of the Equipment.

2. Equipment Pricing

Merchant will pay the fee quoted by Processor for the rental or purchase of equipment. Such fees are subject to change in accordance with the Agreement. The full amount of the monthly rental fee will be assessed for a partial month's rental and all monthly rental fees will be assessed beginning with the month, as maintained in Processor's records, in which such piece of Equipment is shipped or otherwise sent to Merchant.

a. Equipment Swap Program. Merchant shall pay Processor the following fees in connection with the Equipment Swap program:

i. Terminal Swap Fee $125.00/terminal

ii. External Check Reader/PIN Pad Swap Fee $75.00/check reader or PIN pad

b. Equipment Re-injection. Merchant shall pay Processor the following fee in connection with the Equipment Reprogramming Services, in addition to all shipping and handling fees:

i. Terminal Reprogram Fee $75.00/terminal or check reader

ii. External Check Reader/PIN Pad Reprogram Fee $25.00/ check reader or PIN Pad

c. Mobile Tablet POS Terminal $79.00 / month / terminal

3. Merchant will pay the fee quoted by Processor for the rental or purchase of equipment. Such fees are subject to change in accordance with Addendum B. The full amount of the monthly rental fee will be assessed for a partial month's rental and all monthly rental fees will be assessed beginning with the month, as maintained in Processor's records, in which such piece of Equipment is shipped or otherwise sent to Merchant.

4. Equipment Swap Program

The Equipment Swap Program is available only for stand-alone PIN Pads and check readers, and for terminals supported by Processor and integrated with PIN Pads or check readers. In the event that Merchant chooses to "swap" certain equipment in its possessi on for equipment of the same brand and model provided and programmed by Processor or by Processor's designated equipment provider (the "Equipment Provider"), the following terms and conditions shall apply. Processor or its Equipment Provider shall provide Merchant with programmed terminal(s) (the "Processor Equipment"). Immediately upon its receipt of the Processor Equipment, Merchant will mail Equipment Provider a corresponding number of used equipment of the same brand and model, in good working condition ("Merchant Equipment"). Merchant shall mail the Merchant Equipment to Equipment Provider in accordance with the instructions provided to Merchant by Processor or Equipment Provider. Upon Equipment Provider's receipt of the Merchant Equipment, the Merchant Equipment shall become the property of Equipment Provider. If Equipment Provider does not actuel y receive the Merchant Equipment from Merchant within 30 days of the date on which Equipment Provider shipped the Processor Equipment to Merchant, Processor shall charge Merchant its standard purchase price for the Merchant Equipment. Upon i) Equipment Provider's receipt of the Merchant Equipment and ii) Processor's receipt of the fees set forth in this Section, and in consideration thereof, the Processor Equipment shall become the property of Merchant.

Merchant shall pay Processor the following fees in connection with the Equipment Swap program:

Terminal Swap Fee $125.00/terminal
External Check Reader/PIN Pad Swap Fee $75.00/check reader or PIN pad

5. Equipment Reprogramming Services

The Equipment Reprogramming Services are available only for stand-alone PIN Pads and check readers, and for terminals supported by Processor and integrated with PIN Pads or check readers. In the event that Merchant chooses to use existing equipment in its possession, Merchant shall mail such equipment in good working condition ("Merchant Equipment"), to Processor's designated equipment provider (the "Equipment Provider"), , in order to allow Equipment Provider to reprogram the Merchant Equipment. Merchant shall mail the Merchant Equipment via insured shipment to the address designated by Processor or Equipment Provider. Upon Equipment Provider's receipt of the Merchant Equipment, Equipment Provider will reprogram the Merchant Equipment, and will return the equipment to Merchant.

Merchant shall pay Processor the following fee in connection with the Equipment Reprogramming Services, in addition to all shipping and handling fees:
Terminal Reprogram Fee $75.00/terminal or check reader

External Check Reader/PIN Pad Reprogram Fee $25.00/ check reader or PIN Pad

6. Mobile Tablet POS Terminal $79.00 / month / terminal

E. Optional Services

In the event Merchant at any time uses or receives any services provided by a third party, including but not limited to those referred or resold to Merchant by Processor (hereinafter collectively and individually referred to as "Optional POS Services"), Merchant agrees to the following obligations which are in addition to Merchant's obligations in the Agreement and in addition to any other obligations in the Operating Regulations relating to Optional POS Services, as they may be amended from time to time by the provider of the service (hereinafter collectively and individually referred to as the "Providers" or "Provider"). Merchant agrees to pay Processor all then current fees, assessments, and penalties as imposed by the Providers in connection with the Optional POS Services which Merchant receives whether incurred by Merchant, Processor, their affiliates and/or agents. Merchant acknowledges that provision of the Optional POS Services to Merchant is subject to availability from the applicable Providers, and Processor shall have no obligation to provide the Optional POS Services to Merchant. The following fees are, or were, in effect but are

subject to change without notice based on changes by the Providers, and are in addition to any other fees. The Optional POS Services provided by the Providers, and subject to the terms and conditions of this Schedule include, but are not limited to, the following:

1. TSYS POS-port™ Merchant Store Interface
   1- 99 TSYS POS-port™ units — $35.00/unit/month*
   * (subject to 12 month minimum)
   100+ TSYS POS-port™ units — Quoted

2. TSYS E-Connection Services
   - Monthly Access Fee — $150.00/user ID/chain/month

3. TSYS Support & Training
   - TSYS On-Site Training — $500.00/day/trainer plus expenses
   - TSYS Phone Training (PC only) — $25.00/call

   - Applications Support:
   Fixed (includes file residency) — $3.00/PC/month
   Variable (Merchant assistance calls) — $2.00/call*
   * (subject to $4.00/month minimum fee)
   - Other — pass through to Merchant

4. Internet Transactions which are supported by Processor in accordance with Processor's standards and at Processor's sole option.

   a) TSYS/VirtualNet Services
   - VirtualNet IP — $0.05/transaction*
   * plus any applicable line costs
   - VirtualNet SSL — $0.05/transaction

5. 3Delta Services
   (i) 3Delta EC-Batch Services (Includes EC-Zone at no additional cost)
   - Set Up Fee — $205.00/MID
   - Authorization Fee — $0.05/authorization
   - Monthly Support Fee (includes up to 5 user Ids)
   Plan A: 0 - 12,000 transactions/year/MID — $35.00/month/MID plus $0.20/transaction
   12,001 + transactions/year/MID — As Quoted by 3Delta
   A transaction is defined as for billing purposes as an authorization attempt, forced transactions or a credit/return.
   - EC-Batch Integration Fee* (one time only) — $225.00/MID
   *EC-Batch Integration Support includes one hour of consultation with a 3Delta Systems integration specialist and a test account on 3Delta Systems test environment. Additional charges may accrue if a Merchant desires consultative and integration services. These fees will be quoted based on discussions between 3Delta and merchant.

   (ii) 3Delta EC-Linx Services (Includes EC-Zone at no additional cost)
   - Set Up Fee — $205.00/MID
   - Authorization Fee — $0.05/authorization
   - Monthly Support Fee (includes up to 5 user Ids)
   Plan A:
   0– 12,000 transactions/year/MID — $35.00/month/MID plus $0.20/transaction
   12,001+ transactions/year/MID — As Quoted by 3Delta
   A transaction is defined as for billing purposes as an authorization attempt, forced transactions or a credit/return.
   - EC-Linx Integration Fee* (one time only) — $225.00/MID
   *EC-Linx Integration Support includes one hour of consultation with a 3Delta Systems integration specialist and a test account on 3Delta Systems test environment. Additional charges may accrue if a Merchant desires consultative and integration services. These fees will be quoted based on discussions between 3Delta and Merchant.

   (iii) 3Delta EC-Zone Services
   - Set Up Fee — $205.00/MID
   - Authorization Fee — $0.05/authorization
   - Monthly Support Fee (includes up to 5 user Ids)
   Plan A: 0 – 12,000 transactions/year /MID — $35/month/MID + $0.20 per transaction*
   12, 001+ transactions/year/MID — As Quoted by 3Delta
   A "transaction" is defined for billing purposes as an authorization attempt, forced transaction or a credit/return.
   (iv) Other 3Delta Fees (regardless of product used)
   - EC-Zone Item Master Database Load — $225.00 per use
   - Additional Pkg. of 5 User IDs — $7.00/month/MID
   - Individualized Training** — $100.00 per hour
   **Individualized Training is training by a 3DSI employee for a specific merchant beyond the free online training services.
   (v) Other Internet Services — Quoted

6. DialPay — $0.55/transaction

7. Slim CD Services
   - Setup Fee — $195/Site ID
   - Slim CD Enterprise Monthly Support Fee — $29.95/Site ID
   - Slim CD Pro Monthly Support Fee — $19.95/Site ID
   - Slim CD Enterprise Transaction Fee — As Quoted or $0.10/Transaction
   - Slim CD Pro Transaction Fee — As Quoted or $0.10/Transaction
   - WEB Developers Kit — $195/Kit
   - POS Developers Kit — $395/Kit
   - Secure Hosted Page Setup Fee — $300.00
   - Account Updater Setup Fee* — $500.00
   - Bank Conversion Fee — $50.00/MID or TID
   - Slim CD EMV PIN Pad Setup Fee — $100.00
   - Slim CD Mobile Device Setup Fee — $50.00
   - Slim CD Monthly VPN Fee — $20.00/device/month
   - Slim CD Additional Payment Type — $7.50/Site ID/month

   * This fee is in addition to the fees specified in a Special Amendment for Account Updater Services.

8. Wireless Terminal Services
   a. Wireless Transactions — $.10 / Transaction*
   * For those Transactions which Processor determines as processed via a Wireless Terminal. Assessed in addition to all other Merchant Discount Fees, Transaction fees and other fees which may be applicable to such Transaction.
   b. Wireless Terminal Activation Fee — $75.00 / Wireless Terminal
   c. Wireless Terminal Support Fee — $25.00 / Wireless Terminal / month

9. Product Program Bundle
   a. Gift Card Transaction Fee — $0.25/Transaction
   b. Pin Debit Transaction Fee — $0.25/Transaction

10. Gift Card
   a. Gift Card Transaction Processing — $0.35/transaction
   b. Gift Card Program Support — $35.00/location/month

11. Bill Me Later — $0.75/Transaction*
   *Subject to terms and conditions set forth in Processor's standard amendment.

12. Trust Commerce
   i. Standard Set-Up Fee — $150.00/MID
   ii. Standard Monthly Minimum — $30.00/Month/MID*
   iii. Standard Transaction Fee — $0.12/transaction
   iv. Enterprise Set-Up Fee — $400.00/Chain
   v. Enterprise Monthly Minimum — $300.00/Month/Chain*
   vi. Enterprise Transaction Fee — $0.12/transaction
   vii. Annual User ID Support Fee — $15.00/User ID
   viii. Annual Payment Portal Maintenance Fee — $495.00/MID
   *The Monthly Minimum will be assessed in the event the total amount of the monthly Transaction Fee is less than the amount of the Monthly Minimum.

13. PayPal Payflow Gateway Services
   A. Payflow Link
   Link Transaction Fee — $0.10/transaction
   Link Recurring Billing Monthly Fee — $10.00/Month/MID
   B. Payflow Pro
   Pro Set-up Fee — $99.00/MID
   Pro Monthly Service Fee — $25.00/Month/MID
   Pro Transaction Fee — $0.10/transaction
   Pro Recurring Billing Monthly Fee — $10.00/Month/MID
   C. Payflow Advanced Fraud Protection
   Protection Monthly Fee — $10.00/Month/MID
   Transaction Fee — $0.05/transaction
   D. Payflow Buyer Authentication
   Monthly Fee — $10.00/Month/MID
   Transaction Fee — $0.10/transaction

14. Datacap Usage Agreement
   A. TRAN™
   i. DialTran™
   (a) 1st Lane Monthly Fee — $14.95/month
   (b) Additional Lane Monthly Fee — $5.00/month
   (c) Non Return Fee — $250.00
   ii. IPTRAN™
   (a) Setup Fee — $99.00
   (b) 1st Lane Monthly Fee — $14.95/month
   (c) Additional Lane Monthly Fee — $5.00/month
   (d) Non Return Fee — $250.00
   iii. TWINTRAN™
   (a) Setup Fee — $99.00
   (b) 1st Lane Monthly Fee — $14.95/month
   (c) Additional Lane Monthly Fee — $5.00/month
   (d) Non Return Fee — $250.00
   B. ePay™
   i. NETePay™
   (a) 1st Lane Monthly Fee — $14.95/month
   (b) Additional Lane Monthly Fee — $5.00/month
   (c) Non Return Fee — $150.00
   ii. GIFTePay™ — Not applicable

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15. VIABLE™ Test Kit Pricing

A. Kit and Simulators

Item	Stand-Alone Price[1]	Additional Item Price[2]
Contact and Contactless Kit[3]	$18,900	$17,570
Contact Only Kit[3]	$15,750	$14,560
INTERAC Test Module	$2,800	$2,800
DNA Test Module	$2,800	$2,800

1. Pricing applies to the first kit purchased.
2. Pricing applies to any additional kit purchased.
3. Kit includes contact (and contactless if applicable) card simulators, host simulator, test cards, card reader, USB license key and full support and maintenance for the first year.

B. Support and Maintenance (after year 1)

Package[1]	Stand-Alone Price[2]	Additional Item Price[2,4]
Platinum Support (Contact/Ctls Kit)	$9,240	$4,620
Basic Support (Contact/Ctls Kit)	$5,310	$2,655
Platinum Support (Contact only Kit)	$7,680	$3,840
Basic Support (Contact only Kit)	$4,420	$2,210
Platinum Support (Optional Modules)	$1,400	$1,400
Basic Support (Optional Modules)	$800	$800

1. All support packages purchased must be of the same type (i.e., all Platinum or all Basic). After year 1, support will automatically renew at the Platinum level unless the customer chooses the Basic package or declines support.
2. Applies to the first kit purchased.
3. Applies to any additional kit purchased.)
4. In the event support is renewed after year 1, Processor's then current standard rates will apply.

C. Certification Services

First Certification Run[1]	$5,000/transaction path
Subsequent Certification Run[2]	$1,000

1. Prior to the certification run, a validation run will be required (at no cost) to ensure the customer is ready for certification and has a high level of confidence that certification will be achieved on the first certification run. The validation run may be repeated as needed prior to the certification run.
2. Subsequent run of a previously failed certification run

D. Miscellaneous Components

Contact only Training Card Pack	$200
Contact & Contactless Training Card Pack	$300

1. These cards are required by MasterCard for certification and are not part of the VIABLE kit.

E. Replacement Components

Test Cards	$25/card
Card Reader	$140
USB License Key	$100

16. Other services which are made available by the Providers Quoted

17. Merchant shall not acquire any property or any other right, claim or interest including any patent right or Copyright interest in the Providers' systems or in any of the equipment, software, processes, programs or data utilized by the Providers in connection with such systems other than data and equipment supplied to said Merchant for use in connection with such systems.

18. Merchant's right to use the Providers' systems and any equipment and software used in connection with the Optional POS Services shall not be assignable and Merchant's duties with respect to them shall not be delegable in any way without prior written consent of the applicable Provider.

19. Each Provider shall have the right to require Merchant to enter into an agreement directly with the applicable Provider prior to the delivery of any Provider-owned software, equipment, or any documentation to such Merchant. The agreement may set forth terms and conditions regarding the use of the software, equipment, and/or documentation by such Merchant which the Providers deem necessary in order to fully protect the proprietary rights of the Providers.

20. Merchant shall observe complete confidentiality with regard to all Provider-owned software and documentation, whether supplied by the Providers directly or through Processor and Merchant shall not disclose or otherwise permit use of or access to it by any person or entity other than an employee of the Merchant with a need to know.

21. Merchant shall take appropriate action at minimum by agreement (i) to ensure that its employees and agents are advised of the confidential nature of Provider-owned software and documentation and are prohibited from revealing the contents thereof or from copying or using it for any purpose whatsoever except as authorized by the Operating Regulations, and (ii) to ensure that Optional POS Services are not used except for the purpose for which the Optional POS Services were provided to Merchant, or such other purposes as the Providers shall agree to in writing.

22. Merchant shall not make or attempt to make any repair, adjustment, alteration or modification to any Provider-owned equipment, except as expressly authorized by the respective Provider. Merchant may not modify or enhance Provider-owned software without the prior written consent of the respective Provider.

23. Merchant acknowledges and agrees that all Optional POS Services are supplied and supported solely by the Providers (and not Processor) and that Processor's sole responsibility to Merchant in connection with the Optional POS Services will only be to communicate service or other issues to the Providers which are documented by Merchant in writing to Processor. Without limiting the generality of the foregoing, Processor shall have no obligation to provide any specific type or level of service to Merchant with respect to the Optional POS Services, even if such Optional POS Services are referred or resold to Merchant by Processor. Merchant shall be solely responsible and liable for the performance of the obligations described above and for any fees, fines, damages, losses or expenses arising in connection with Merchant's possession and/or use of the Optional POS Services. Merchant agrees to indemnify and hold Processor harmless for any damage, loss, claim, or liability arising in connection with Merchant's possession and/or use of the Optional POS Services.

24. In no way limiting the provisions in the first paragraph of this Section B above, Merchant agrees to pay Processor all then current fees and assessments of any nature as imposed by the Providers in connection Merchant's use of the Optional POS Services, as specified in the then effective Provider Operating Regulations or otherwise, whether incurred by Merchant, Processor, Member Bank, its affiliates and/or agents. All of the fees listed above are subject to change without notice with such changes effective as determined by Processor and/or the Providers. Merchant agrees to notify Member Bank and/or Processor and the applicable Provider(s) in writing of the cancellation of any POS Optional Service with the Member Bank's and/or Processor's notice being provided in accordance with the terms of the notice section of the Agreement. Merchant acknowledges and agrees that until: (i) the applicable Provider(s) receive written notice from Merchant of the cancellation of all Optional POS Services and Merchant has returned all equipment and software to the applicable Provider(s); (ii) Processor receives written notice (including the copy to Processor Counsel at the address above) from Merchant wherein Merchant represents and warrants that Merchant has ceased receiving all Optional POS Services, has notified the applicable Provider(s) of the same and has returned all equipment and software to the Providers; and (iii) the Providers no longer assess Processor for Merchant's receipt of services or possession of equipment or software; Merchant shall continue to be responsible for and pay all amounts assessed by Processor to Merchant for the Optional POS Services. Until Processor has determined that Merchant has satisfied all of the express conditions set forth in the immediately preceding sentence, Merchant agrees that it shall not, and Merchant hereby waives all rights to, contest, challenge or withhold payment for any fees assessed to Merchant by Processor for Optional POS Services.

F. Electronic Benefits Transfer ("EBT") Services

The Financial Management Services ("FMS") of the U.S. Department of Treasury, and/or various of the EBT Program State(s)/Alliance(s), have entered into agreement(s) with third party processor(s) (collectively and individually, "Contractor") to manage the EBT Program(s) implemented by FMS and/or the EBT Program State(s)/Alliance(s).

Processor has entered into agreements with one or more Contractors (collectively and individually "Processor Agreement") which permit Processor to be an acquirer processor in certain of the EBT Programs.

Acquirer Services shall mean the data processing systems and procedures provided by Processor to facilitate Merchant's participation in the EBT Program(s). In the event Merchant receives any of the Acquirer Services or otherwise participates in any of the EBT Programs, Merchant agrees to the following obligations which are in addition to Merchant's obligations in the Agreement and in addition to any other obligations in the Operating Rules relating to the EBT Program(s) and/or Acquirer Service(s), as they may be amended from time to time.

Merchant agrees to pay the following fees for the Acquirer Services set forth below:

1. Set Up Fee $1,000
2. Disconnect Fee $1,000
3. Monthly Assessment Fee $50/month
4. Documentation Fees (if supplied by Processor)
   - Documentation $75/copy
   - Amendments/Supplements $50/copy
5. EBT Program Transaction Fee
   - EBT acquirer transaction $.10/transaction
   (The EBT acquirer transaction fee above is in addition to all other transaction fees assessed under this and/or other Addenda and agreements)
6. Adjustment Fee
   This fee applies to every EBT Program adjustment submitted or received by Processor on behalf of Merchant
   - Adjustment fee $15.00/adjustment (plus the applicable adjustment fee charged by the

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Contractor, EBT Program State, or FMS)

7. Merchant will be solely responsible for obtaining a copy of the then current Operating Rules for each EBT Program in which Merchant elects to participate from the applicable Contractor, EBT Program State/Alliance, FMS or Processor, no less than 30 days prior to the commencement of Merchant's participation in each such EBT Program. Merchant agrees to abide by and fully comply with the Documentation as may be in effect from time to time, and to perform and fulfil any and all obligations and responsibilities, and discharge any and all duties and liabilities relating to Processor, Contractors or Retailers to which it may be subject in accordance with such Documentation or other rules or regulations adopted by Contractor(s), FMS or the EBT Program States/Alliances, or which may arise in any other manner or from any other source related to the Acquirer Services or the EBT Program(s).

8. Merchant will provide personnel, one of whom shall be a management level technical interface person, to monitor, oversee and maintain its devices participation in the EBT Program(s). This personnel will also be responsible for monitoring Merchant's compliance with Documentation, including but not limited to, each EBT Program's procedures and requirements applicable to Customer and its processor and for ensuring Merchant fulfills all of its responsibilities in connection with its participation in each EBT Program.

9. Processor will make available to Merchant activity files of its EBT Program transactions in a Processor format, unless similar information is provided by Processor through other services provided to Merchant.

10. Processor will not provide: (i) routing of activity files received from Contractor(s) to Merchant; or (ii) any other files or reports not specifically described above. Merchant shall be responsible for, and agrees to pay Processor, all telecommunications fees, assessments and related expenses in connection with Processor establishing and maintaining a link with each Contractor in order to provide Acquirer Service to Merchant. Processor may allocate such fees, assessments and related expenses in such manner as it deems advisable in its sole discretion.

11. Merchant agrees to allow the auditors of Processor, Contractor(s), FMS or the EBT Program State(s)/Alliance(s), to review the files held and procedures followed, and inspect the facilities used, by Merchant in connection with the Acquirer Services or the EBT Program(s). Processor may be required to perform on-site inspections of Merchant's premises and Merchant agrees to be responsible for Processor's out-of-pocket expenses and its standard fees for the time spent by Processor's personnel (which will be assessed at Processor's then current Standard Hourly Rate) in conducting such on-site inspections.

12. Merchant agrees to immediately notify Processor and the applicable Contractor in writing of any changes in the goods and services for which EBT Program cards are accepted as payment from participants in the applicable EBT Program.

13. Merchant authorizes Processor to provide Contractor(s), FMS and/or the EBT Program State/Alliance with such information about Merchant, as requested or required according to the Processor Agreement(s), the Retailer Agreement(s), the Operating Rules or the other Documentation, or as may be required to participate in the EBT Program(s).

14. Reports and Settlement

Merchant agrees to take all steps necessary to settle with Processor for EBT Program transactions involving Merchant's terminals in accordance with Processor's standards and Documentation; and Merchant shall be responsible for making any necessary reconciliation or adjustments in accordance with the Documentation. Processor will provide Merchant standard Processor reports for the services provided to Merchant. Merchant shall always maintain an open checking account at a financial institution which Processor or its agent can access through the Federal Reserve's Automated Clearing House ("ACH") system. Merchant authorizes Processor and its agents to debit and/or credit the account to settle any and all amounts due under the Agreement and any Addenda including, but not limited to, processing fees and transaction settlement. Unless otherwise agreed to in writing by Processor, Merchant shall be treated as one settlement endpoint with respect to all transactions processed by Processor using Acquirer Services. Merchant shall always maintain the account with sufficient cleared funds to meet its obligations under this Agreement. In the event Merchant desires to change the account or the financial institution where the account is located, Merchant shall give Processor at least 30 days prior written notice of any such change.

G. Regional and National POS Networks

Merchant agrees to pay Processor a network access fee of $50.00 per month per Other Network for each PIN Debit, Fleet, and EBT network made available to Merchant. The Processor network access fee is in addition to all other applicable fees in this Addendum and in addition to the fees assessed by the applicable networks.

H. Additional Services or Expenses

Merchant agrees that Processor may charge Merchant for any non-specified service it provides Merchant ("Additional Service") or expense it incurs on behalf of Merchant ("Additional Expense") any time after Merchant's initial receipt of the same, and Merchant agrees to pay for such service (at Processor's standard fees in effect from time to time) or expense in accordance with this Agreement. Merchant acknowledges and agrees that it shall notify Processor in writing and in accordance with the notice provisions of the Agreement in the event Merchant does not want the Additional Service and that such written notice shall be sent to and actually received by Processor within 90 days of Merchant's first receipt of the Additional Service ("Additional Service Cancellation"). Merchant shall not dispute, and shall be unconditionally obligated to pay for, any Additional Service fees for which Merchant has not provided and Processor has not actually received an Additional Service Cancellation in accordance with the foregoing and any Additional Expense.

I. Premier Issue Gift Card Program (excludes Valutec Card Solutions Gift Card Program)*:

Processor has the systems, computers and communications to allow it to issue and maintain certain prepaid private label gift cards ("Gift Cards") on behalf of Merchant and, if applicable, on behalf of certain affiliates and/or franchisees of Merchant which are eligible to participate in the Gift Card program and which actually participate in such program pursuant to an agreement with Processor (collectively referred to herein as "Gift Card Affiliates") and to authorize Gift Card transactions at Merchant's locations and/or at Gift Card Affiliate locations, if applicable, on behalf of Merchant and/or Gift Card Affiliate(s), all in accordance with Processor's standards and procedures. Merchant, on behalf of itself and the Gift Card Affiliates, if applicable, desires to use such services for itself and the Gift Card Affiliates, if applicable, to support Merchant's Gift Card program in connection with itself and the Gift Card Affiliates, if applicable, in accordance with the Agreement and Processor's standards. Merchant, on behalf of itself and the Gift Card Affiliates, agrees to the terms and conditions herein and to pay the applicable fees set forth below and in the Merchant Price Schedule in connection with the Gift Card Services. Processor shall assess fees to Merchant based on the pricing schedule described below; however, notwithstanding the foregoing, the fees assessed to Merchant shall be determined by Merchant's actual definition on Processor's system.

* Use of the Valutec Card Solutions Gift Card Program requires execution of a Valutec Gift Card Merchant Agreement.

i. Gift Card Pricing Per Package (Initial Gift Card Order Only)

Thereafter, Gift Cards will be charged at Processor's standard fees & pricing unless otherwise quoted.

Inaugural Package	250 Template w/Standard Sleeves	$99.00
Preferred Package	500 Template w/Standard Sleeves	$159.00
Prestige Package	500 Custom w/Standard Sleeves	$299.00
Designer Package	1,000 Custom w/Standard Sleeves	$569.00
Alliance Partner Package	250 template w/Standard Sleeves plus Inaugural Marketing Kit	Quoted

ii. Gift Card Pricing A La Carte

Template Card Pricing

Quantity	Cards Per Unit
250	$1.00
500	$0.88
750	$0.64
1000	$0.51
1500	$0.48
2000	$0.43
2500	$0.40

Sleeves $0.10/Unit
Carriers $0.18/Unit

Custom Card Pricing*

Quantity	Cards Per Unit
500	$0.81
1000	$0.62
1500	$0.57
2000	$0.53
2500	$0.50
Sleeves	$0.10/Unit
Carriers	$0.18/Unit

Manager Approved Card Pricing*

Quantity	Cards Per Unit
500	Quoted
1000	Quoted
1500	Quoted
2000	Quoted
2500	Quoted
Sleeves	Quoted/Unit
Carriers	Quoted/Unit

*Orders canceled after proof approval will be billed at quoted price

iii. Transaction and Monthly Program Fee

Standard Transaction Fee	Standard Monthly Program Fee
$0.60/Transaction	$0.00/location/month
$0.30/Transaction	$7.50/location/month
$0.10/Transaction	$20.00/location/month
$0.00/Transaction	$30.00/location/month

Card pricing is an estimate only, and is subject to final product specifications and quantities. The above fees are quoted only for Merchant's first Card order and may be different on future orders, even if all volume and specifications remain the same. Without limiting the foregoing, any changes in volume and/or specifications will result in a modified price quote.

1. **Shipping Costs**

A.	Card Postage	Pass-Through
B.	Card Mailing/Shipping	Pass-Through
C.	Postage/Shipping	Pass Through

2. Custom Card Carriers/Additional Card Carrier Options (does not include postage and/or freight charges)

A. Custom Sleeves — Quoted
B. Custom Carriers — As Quoted

Custom Carrier pricing is an estimate only, and is subject to final product specifications and quantities. The above fees are quoted only for Merchant's first carrier order and may be different on future orders, even if all volume and specifications remain the same. Without limiting the foregoing, any changes in volume and/or specifications will result in a modified price quote.

C. Shrink-Wrapping (Custom cards and Carriers only) — Quoted

3. Gift Card Training

A. On-Site Training — $100/hour/trainer plus expenses (including but not limited to travel expense)

4. Gift Card Production Services- Gift Card Production Services apply only if the services are not included in the Custom Gift Card Order Quote, generally a Custom Card Quote will include these services and these services will not be billed.

A. Card Encoding Fee — $0.16 /card
B. **Card Proof Fee**
  i. Electronic Proof — $50.00/proof request
  ii. Match Proof — $250.00/proof request
  iii. Press Proof — $500.00/proof request
C. Third Party Card Production File — $950-$5,000 / file transmission*

*These are the unbundled rates for these services if not included in the card production quote.

Minimum of 2 white test cards need to be sent to Processor, Processor will verify CVV and CVV2 or Security PINs are a match – But will not approve the data format. Third Party Card Production is the responsibility of the Merchant and the card production vendor to ensure correct data formats.

D. Card Testing (in test environment) — $1,500

5. Gift Card Consumer Help Desk — $1.25/minute/per call

6. Gift Cardholder Web Transaction Support

A. Cardholder Inquiry – Web — $0.35 /transaction
B. Web Page Design and Support — $500 per version
C. Balance Inquiry Website Hosting Monthly Fee — $40.00/Month

7. Gift Cardholder Web Reload Site Support

A. Cardholder Reload – Web — $0.35 /transaction
B. Web Page Design and Support — $1500 per version
C. Reload Website Hosting Monthly Fee — $40.00/Month
D. Payment Gateway Processing Fee — $0.10 /transaction

8. Gift Card Fulfillment and Inventory Management

A. Inventory Management and Store Fulfillment (Automated card fulfillment to stores managed via the Online Reporting Services)
  i. Pick Fee (regardless of number of cards) — $8.00/per fulfillment
  ii. Freight / Shipment — Pass-Through
  iii. One Time Set-up Fee (per Chain) — $450.00
  iv. Monthly Warehouse Fee — $15/pallet, $15 minimum
  v. Receive inventory from outside printer — $7.00/case
  vi. Card verification from outside printer — $0.03 per card
  vii. Return, Merchant Error — $15/case or master carton based on inventory volume

B. Business to Business (B2B) Fulfillment (Large batch shipments to other business organizations)
  i. Pick Fee (full packs) — Quoted
  ii. Pick Fee (split packs) — Quoted
  iii. Freight / Shipment — Quoted
  iv. Set Up Fee (per Chain) — Quoted
  v. Monthly Warehouse Fee — Quoted

C. Internet to Consumer Fulfillment
  i. Freight / Shipment — Quoted
  ii. One time set-up fee per site — Quoted
  iii. Web Page Design — Quoted
  iv. Website Hosting Monthly Support Fee — Quoted
  v. Payment Gateway per transaction processing fee — Quoted
  vi. Monthly Warehouse Fee — Quoted

9. Gift Card Deconversion Support

A. Card Deconversion Support Services — As Quoted*

*Merchant shall be responsible for any and all special requests and/or third party fees and/or costs.

B. Card Deconversion File — $0.10 per account
C. Card Base Run Out Fees — 150% of quoted fees during run out period*

*Card Base Run-Out Fees would be applied in lieu of Deconversion Support Services and Deconversion File fees if Run-Out support is utilized.

10. Other Gift Card Services — As Quoted

J. Miscellaneous

Merchant acknowledges responsibility for any liability resulting from its decision not to participate in optional Association programs, including but not limited to any increased Data Incident liability resulting from its decision not to participate in an Association EMV program. In the event Merchant chooses to participate in an optional Association program, including but not limited to an EMV program, Merchant shall be responsible for (a) ensuring compliance with any applicable program requirements and/or Operating Regulations applicable to such program, including but not limited to making any updates to its point of sale equipment and (b) any cost associated with its participation in the applicable program, including any costs assessed to Merchant by Processor. If Merchant uses any third party provider in connection with its participation in an optional Association program, including but not limited to an EMV program, Merchant acknowledges that such provider is a Merchant Supplier under the Agreement, and Processor shall not be responsible for the acts or omissions of such third party.

Merchant acknowledges that, notwithstanding anything to the contrary in the Privacy Notice or the Agreement, Processor may use, disclose, share, and retain any information provided by Merchant and/or arising out of the Services , during the term and thereafter, to perform analytic services for Merchant, Processor and/or others including but not limited to analyzing, tracking, and comparing transaction and other data to develop and provide insights for such parties as well as for developing, marketing, maintaining and/or improving Processor's products and services.

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Contract Exceptions

1.22 Standard Terms and Conditions and Non-negotiable Contract Terms

C. It shall be the duty of every Parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the Parish and the duty of every applicant for certification of eligibility for a Parish contract or program, to cooperate with the Inspector General in any investigation, ~~audit,~~ inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10 (19). By submitting a proposal, proposer acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

1.34 Termination

~~The proposer affirmatively acknowledges and agrees that the terms of any ensuing contract shall be binding upon the parties thereto until the work has been completed and accepted by the Parish; but said contract may be terminated under any or all of the following conditions:~~

~~**A. By mutual agreement and consent of the parties thereto.**~~

~~**B. By the Parish as a consequence of the failure of successful proposer(s) to comply with the terms or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of successful proposer(s) provided the Parish will give successful proposer(s) written notice of any such failure and ten(10) days (or more if authorized in writing by the manager) to cure any such failure.**~~

~~**C. By either party upon failure of the other party to fulfill its obligation as set forth in the contract.**~~

~~**D. By the Parish for convenience by issuing successful proposer(s) thirty (30) days written notice.**~~

Either the Parish or the proposer may terminate the Agreement as to some or all of the services, with or without cause, at any time upon thirty (30) days' prior written notice. In addition, the proposer may terminate or suspend any or all of the services or terminate the Agreement immediately and without prior notice in the event: (i) the Parish breaches the Agreement or any other agreement with the proposer or violates any applicable laws in connection with the services; (ii) the confidentiality of the Parish's Security procedures is compromised; (iii) the proposer has reason to believe that an unauthorized transaction involving any accounts or the services has

taken or may take place; (iv) the proposer becomes insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; (v) the proposer becomes uncertain as to any person's authority to give the proposer Instructions regarding accounts or the services; or (vi) the continued provision of the services in accordance with the terms of the Agreement would, in the proposer's good faith opinion, violate applicable laws or any requirement of any regulatory authority or otherwise subject the proposer to an unacceptable risk of loss or material security risk

1.35 Assignment

~~The proposer affirmatively acknowledges and agrees that any ensuing contract shall be binding upon the successors and assigns for the parties thereto. The ensuing contract being for the personal services of the successful proposer(s) shall not be assigned or subcontracted in whole or in part by said successful proposer(s) as to the services to be performed hereunder without the written consent of the Parish, in the Parish's sole discretion.~~

The Parish may not assign any right or delegate any obligation under the Agreement without the proposer's prior written consent. The proposer may assign its rights and delegate its duties under the Agreement in whole or in part without the Parish's consent: (a) to an affiliate of the proposer; (b) pursuant to or in connection with any merger, consolidation or combination involving the proposer or its parent company, or the sale or transfer of all or substantially all of the proposer's assets or stock; or (c) in connection with the sale or other disposition involving a line of business to which the agreement relates.

1.37 Audit of Records

A. Proposer(s) affirmatively acknowledges and agrees that pursuant to any ensuring contract, successful proposer shall maintain adequate books of account with respect to its services, in accordance with generally accepted accounting principles (GAAP) in a form and method acceptable to the Parish.

Upon the proposer's 's request, the Parish agrees to: (a) provide the proposer with the records the Parish maintains with respect to Parish's use of the services as required by applicable laws and the Agreement; (b) provide the proposer with internal and external audit reports relating to the Parish's use of the services and the Parish's information technology infrastructure and operational processes and procedures; (c) provide the proposer with such financial information and statements and other documentation Contractor reasonably determines to be necessary or appropriate to enable The proposer to evaluate its exposure or risk; and (d) permit The proposer (including its regulators and auditors) reasonable access to the locations where City uses

any of the Services during normal business hours to audit the Parish's (including The Parish's vendors') compliance with the terms of the Agreement and Applicable Laws. City will cooperate with any such audit and provide, at The Parish's expense, any information or documents as may be reasonably requested by Bank in the course of such audit.

~~**Successful proposer(s) shall permit Parish and Parish's agents from time-to-time within forty- eight (48) hours written notice, to inspect, copy and audit during successful proposer(s) normal business office hours, the books and records pertaining to the services provided under the contract. Parish's right to audit, inspect, and make copies of proposer's records shall be at the sole expense of Parish.**~~

~~B. Periodic and/or Annual Reports. At any time, the Parish may request that the successful proposer(s) with the minimum of thirty (30) days written notice, prepare and/or produce a report of the results of operations, as it pertains to any ensuring contract, in the previous fiscal year prepared in accordance with generally accepted accounting principles (GAAP). The report must be prepared and certified by an independent certified public accounting firm. (For purposes of said contract, each "fiscal year" begins on January 1 and ends on December 31 of the same year.)~~