

RESOLUTION # 3478

Introduced by: Council Members Present
of the City of Berkeley, MO

A RESOLUTION OF THE CITY OF BERKELEY, AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO EXECUTE THE ATTACHED GOVERNMENTAL MERCHANT SERVICES APPLICATION WITH ELAVON

WHEREAS, the City of Berkeley is transitioning its banking services to Simmons Bank; and

WHEREAS, the city desires to continue to accept credit card and debit payments; and

WHEREAS, the Finance Director presents for the Council's approve the service vendor, Elavon, which already works with Simmons Bank to allow for the most successful transition process.

Now Therefore, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BERKELEY, MISSOURI as Follows:

SECTION 1. Mayor Theodore Hoskins and City Manager Irvin, of the City of Berkeley, Missouri, is authorized to sign the attached Governmental Merchant Service Applications with Elavon to accept card payments from the Finance, Permitting, and Courts Departments.

SECTION 2. This Resolution shall be in full force and effect from and after the date of its passage.

PASSED this day of 2019

ATTEST:

Theodore Hoskins, Mayor

Deanna Jones, City Clerk

Approved As To Form:
Donnell Smith, City Attorney

Final Roll Call:

Mayor Hoskins	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Hoskins	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Mitchell	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Williams	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman-at-Large Greene	Aye ___	Nay ___	Absent ___	Abstain ___
Councilman Hindeleh	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Anthony	Aye ___	Nay ___	Absent ___	Abstain ___

NEW APPLICATION - GOVERNMENT / INSTITUTIONAL

1	COMPANY INFORMATION				
◆ DBA NAME: CITY OF BERKELEY - FINANCE					
CONTACT NAME: KEIDRA KING					
◆ DBA ADDRESS TYPE: Business ◆ DBA ADDRESS1 (NO PO BOX): 8425 AIRPORT ROAD					
DBA ADDRESS 2:					
◆ CITY: BERKELEY			◆ STATE: MO	◆ ZIP CODE: 63134	
◆ DBA PHONE #: (314)524-3313			DBA FAX #: (314)264-20		
DATE FOUNDED: 1937			MOBILE PHONE #: 3144003720		
◆ EMAIL ADDRESS: KING@CI.BERKELEY.MO.US					
CIP EXEMPTION: US State Local Govt/ Education					
2	OTHER ADDRESS (IF DIFFERENT THAN ABOVE)				
<input type="checkbox"/> MAILING <input type="checkbox"/> SHIPPING <input type="checkbox"/> SEE ALSO SPECIAL INSTRUCTIONS (MORE THAN ONE OPTION MAY BE SELECTED)					
LOCATION NAME:			PHONE #:		
CONTACT:			FAX #:		
ADDRESS:		CITY:	STATE:	ZIP CODE:	
STATEMENTS/ RETRIEVALS /CHARGEBACKS					
STATEMENTS: <input checked="" type="checkbox"/> DBA OR <input type="checkbox"/> MAILING OR <input type="checkbox"/> W-9			AUTO SEND: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (CHAIN COMPANIES ONLY – MUST INCLUDE CHAIN SET UP FORM)		
RETRIEVALS: <input type="checkbox"/> ONLINE CASE MANAGEMENT (OCM) OR EMAIL To: KING@CI.BERKELEY.MO.US OR FAX To: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR MAIL To: <input checked="" type="checkbox"/> DBA <input type="checkbox"/> MAILING					
CHARGEBACKS: <input type="checkbox"/> ONLINE CASE MANAGEMENT (OCM) OR EMAIL To: KING@CI.BERKELEY.MO.US OR FAX To: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR MAIL To: <input checked="" type="checkbox"/> DBA <input type="checkbox"/> MAILING					
3	CONTACT INFORMATION (AUTHORIZED REP)				
◆ <input type="checkbox"/> OFFICER <input checked="" type="checkbox"/> MANAGER <input type="checkbox"/> AUTHORIZED REPRESENTATIVE <input type="checkbox"/> OTHER: _____					
◆ FIRST NAME: Debra		MN: M.	◆ LAST NAME: Irvin		
◆ TITLE: City Manager		◆ US PERSON: Yes			
▶ CONTACT ADDRESS (NO PO BOX): 8425 AIRPORT ROAD			▶ ADDRESS TYPE: Business		
▶ CITY: BERKELEY		▶ STATE: MO	▶ ZIP CODE: 63134		
▶ DOB:		CONTACT PHONE #: (314)400-3705			
INDIVIDUAL ID EXEMPTION CLASS: GOVERNMENT <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input checked="" type="checkbox"/> LOCAL (POLITICAL SUBDIVISION OF A US STATE)					
OTHER COMPANY INFORMATION					
◆ AVERAGE SALE AMOUNT: \$ 136.00		<input checked="" type="checkbox"/> CARD PRESENT 100%		OMNI COMMERCE (MUST TOTAL 100%)	
◆ HIGH SALE AMOUNT: \$ 300.00		<input type="checkbox"/> CARD NOT PRESENT 100%		CARD PRESENT _____ %	
◆ NUMBER OF HIGH SALES TRANSACTIONS ANNUALLY: 12		<input type="checkbox"/> INTERNET 100%		CARD NOT PRESENT* _____ %	
◆ TOTAL MONTHLY VISA/MC/AMEX/DISC/UNIONPAY SALES: \$ 10000		<input type="checkbox"/> OMNI COMMERCE		INTERNET * _____ %	
◆ ANNUAL TOTAL REVENUE: (CASH, CHECK, CARD) \$ 13,800,000		▶ INTERNET : PRODUCT WEBSITE:			
◆ INDUSTRY TYPE: Retail		▶ INTERNET: "CONTACT US" EMAIL: *CUSTOMER SERVICE PHONE # AND PREVIOUS PROCESSOR REQUIRED BELOW ▶ CUSTOMER SERVICE PHONE #: ▶ PREVIOUS PROCESSOR: Elavon			
◆ DESCRIPTION OF PRODUCT/SERVICES OFFERED: GOVERNMENT FEES					
SPECIAL PROGRAM MCC ONLY:					
WHEN DOES THE CUSTOMER RECEIVE THE PRODUCT OR SERVICE? IF NOT SAME DAY, _____ # OF DAYS (INCLUDE SHIPPING TIME FRAME)					
IF SEASONAL, PLEASE CHECK MONTHS CLOSED BELOW. (CUSTOMER MUST CONTACT CUSTOMER SERVICE TO DEACTIVATE AND REACTIVATE ACCOUNT)					
<input type="checkbox"/> JANUARY	<input type="checkbox"/> FEBRUARY	<input type="checkbox"/> MARCH	<input type="checkbox"/> APRIL	<input type="checkbox"/> MAY	<input type="checkbox"/> JUNE
<input type="checkbox"/> JULY	<input type="checkbox"/> AUGUST	<input type="checkbox"/> SEPTEMBER	<input type="checkbox"/> OCTOBER	<input type="checkbox"/> NOVEMBER	<input type="checkbox"/> DECEMBER
BANK ACCOUNT (CHECKING ACCOUNTS ONLY)					
◆ DEPOSIT BANK NAME: SIMMONS BANK		◆ ABA/ROUTING #:		◆ DDA ACCOUNT #:	
BILLING/CHARGEBACK BANK NAME (IF DIFFERENT):		ABA/ROUTING #:		DDA ACCOUNT #:	
CHARGEBACK BANK NAME (IF DIFFERENT THAN BILLING):		ABA/ROUTING #:		DDA ACCOUNT #:	
<input type="checkbox"/> FAST TRACK FUNDING MONTHLY FEE \$		TAPE ID (OPT):			

CARD ACCEPTANCE (PLEASE CHECK EACH CARD YOU WISH TO ACCEPT.)										PRICING CATEGORY			
<input type="checkbox"/> ALL VISA/MASTERCARD/AMEX/UNIONPAY/ DISCOVER(JCB, DI, PAY PAL PAYMENT DEVICE)/ WITH PIN DEBIT <input checked="" type="checkbox"/> ALL VISA/MASTERCARD/AMEX/UNIONPAY/ DISCOVER(JCB, DI, PAY PAL PAYMENT DEVICE) <input checked="" type="checkbox"/> VISA CREDIT <input checked="" type="checkbox"/> VISA DEBIT <input checked="" type="checkbox"/> MC CREDIT <input checked="" type="checkbox"/> MC DEBIT <input checked="" type="checkbox"/> DISCOVER (JCB, D ,PAY PAL PAYMENT DEVICE) <input type="checkbox"/> UNIONPAY <input type="checkbox"/> AMEX <input type="checkbox"/> PIN DEBIT										<input checked="" type="checkbox"/> RETAIL <input type="checkbox"/> MO/TO / INTERNET <input type="checkbox"/> RESTAURANT <input type="checkbox"/> ARU <input type="checkbox"/> LODGING <input type="checkbox"/> OMNI COMMERCE <input type="checkbox"/> SUPERMARKET (TIERED & EICP ONLY)			
PRICING INFORMATION								FEES					
PRICING PROGRAM: 0229 (FIXED ONLY)		VISA/MASTERCARD/UNIONPAY/ DISCOVER CARDS (JCB, DI,PAY PAL PAY DEVICE**)		AMERICAN EXPRESS OPT BLUE		PIN DEBIT***		APPLICATION		\$			
		RATE*	PER ITEM*	RATE	PER ITEM	RATE	PER ITEM	INSTALLATION/TRAINING		\$			
TIERED	QUALIFIED	%	\$	%	\$	%	\$	REPORTING & SUPPORT PACKAGE (PER MONTH)		\$			
	MID QUALIFIED	%	\$	%	\$			MONTHLY MINIMUM		\$			
	NON QUALIFIED	%	\$	%	\$			CHARGEBACK (PER OCCURRENCE)		\$25			
	OPT. <input type="checkbox"/> CHECK CARD <input type="checkbox"/> SPRMKT <input type="checkbox"/> QPS/SMALL TKT								RETURN ITEM/NSF (PER OCCURRENCE)		\$20		
	OPT. REWARDS		%	\$					STATEMENT: <input checked="" type="checkbox"/> ELECTRONIC OR <input type="checkbox"/> PAPER MONTHLY STATEMENT MAILING(PAPER STATEMENTS ONLY)		\$10		
	OPT. COMMERCIAL CARD		%	\$					RUSH SHIPMENT		\$		
INTERCHANGE PLUS		%	\$	%	\$	%	\$	VERIZON DATA PLAN (PER DEVICE): (PER MONTH)		\$			
PIN DEBIT ENABLEMENT SERVICE FEE								\$		VERIZON DATA PLAN OVERAGE (PER MB)			
ENHANCED IC PLUS	CHECK CARD QUALIFIED	%	\$					OTHER:		\$			
	QUALIFIED	%	\$	%	\$	%	\$						
	REWARDS QUALIFIED	%	\$			AUTHORIZATIONS							
	MID QUALIFIED	%	\$	%	\$	VISA (PER AUTH)	\$	VOICE - ARU (PER AUTH)	\$0.85				
	COMMERCIAL NON QUALIFIED	%	\$			MASTERCARD (PER AUTH)	\$	VOICE OPERATOR (PER AUTH)	\$0.85				
	NON QUALIFIED	%	\$	%	\$	DISCOVER (PER AUTH)	\$	VOICE - AVS (PER AUTH)	\$0.85				
FIXED - PRICING PGM:		%	\$	%	\$	UNIONPAY (PER AUTH)	\$	VOICE BANK REF (PER AUTH)		\$0.85			
<small>*RATES ARE FOR ALL CARD ACCEPTANCE TYPES SELECTED. ALL CARD BRAND ASSESSMENTS WILL BE PASSED THROUGH AT COST. **PAYPAL ACCEPTANCE AND RATES ARE BASED ON CARD PRESENT TRANSACTIONS ONLY. ***PIN DEBIT RATE WILL BE OPTIMIZED AVAILABLE RATE</small>						AMEX OPT BLUE (PER AUTH)		\$					
PCI SECURITY PROGRAM/SAFE-T PACKAGE						AMEX PUBLIC SECTOR (TPSP)(PER AUTH)		\$	DIAL COMMUNICATION (PER AUTH)		\$0.024		
SECURITY PROGRAM (PER MONTH): ▶SafeT Silver				\$		PIN DEBIT (PER AUTH)		\$					
SOLUTION PACKAGE													
▶ (PER MONTH. PLUS TAXES, IF APPLICABLE)				\$									
OTHER CARD TYPES EXISTING													
AMEX SE # (10 DIGITS):				PER AUTH: \$		EBT SE # (7 DIGITS):		PER AUTH: \$					
AMERICAN EXPRESS PUBLIC SECTOR (TPSP)													
<input type="checkbox"/> COMPANY IS ELIGIBLE FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP) AND ACCEPTS <input type="checkbox"/> COMPANY IS ELIGIBLE FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP) BUT DECLINES ACCEPTANCE													
INDUSTRY TYPE:													
PRICING INFORMATION FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP)													
TIERED	RATE		PER ITEM		ENHANCED ICPLUS	RATE		PER ITEM					
QUALIFIED	%		\$		QUALIFIED	%		\$					
MID QUALIFIED	%		\$		MID QUALIFIED	%		\$					
NON QUALIFIED	%		\$		NON QUALIFIED	%		\$					
INTERCHANGE PLUS		%		\$									

POINT OF SALE (EQUIPMENT OR SOFTWARE)																																																																																																																																	
NETWORK: <input checked="" type="checkbox"/> ELAVON <input type="checkbox"/> OTHER							<input type="checkbox"/> A THIRD PARTY INTEGRATOR WILL BE USED FOR IMPLEMENTATION:																																																																																																																										
VAR SERVICE PROVIDER (HOSTED):				VAR (DISTRIBUTED):			VENDOR:			PRODUCT:		VERSION:																																																																																																																					
# OF TIDS:				TID TYPE (OMNI ONLY):			# OF TIDS:			TID TYPE (OMNI ONLY):																																																																																																																							
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="7"></th> <th>PURCHASE/SETUP</th> <th colspan="2">LEASE**</th> <th colspan="3">SOFTWARE/WIRELESS</th> </tr> <tr> <th>QTY</th> <th>POS DESCRIPTION</th> <th>ITEM CODE</th> <th>TID TYPE <small>OMNI ONLY</small></th> <th>TERMINAL ENCRYPT</th> <th>OWNS</th> <th>REPROG FEE PER UNIT</th> <th>PRICE PER UNIT</th> <th>TERM MONTHLY</th> <th>MONTHLY RATE PER UNIT</th> <th>ANNUAL FEE PER UNIT</th> <th>MONTHLY FEE PER UNIT</th> <th>PER AUTH FEE</th> </tr> <tr> <td>1</td> <td>VX520</td> <td>VX520</td> <td></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>\$</td> <td>\$399</td> <td></td> <td>\$</td> <td>\$</td> <td>\$</td> <td>\$</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>\$</td><td>\$</td><td> </td><td>\$</td><td>\$</td><td>\$</td><td>\$</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>\$</td><td>\$</td><td> </td><td>\$</td><td>\$</td><td>\$</td><td>\$</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>\$</td><td>\$</td><td> </td><td>\$</td><td>\$</td><td>\$</td><td>\$</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>\$</td><td>\$</td><td> </td><td>\$</td><td>\$</td><td>\$</td><td>\$</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>\$</td><td>\$</td><td> </td><td>\$</td><td>\$</td><td>\$</td><td>\$</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>\$</td><td>\$</td><td> </td><td>\$</td><td>\$</td><td>\$</td><td>\$</td></tr> </table>																				PURCHASE/SETUP	LEASE**		SOFTWARE/WIRELESS			QTY	POS DESCRIPTION	ITEM CODE	TID TYPE <small>OMNI ONLY</small>	TERMINAL ENCRYPT	OWNS	REPROG FEE PER UNIT	PRICE PER UNIT	TERM MONTHLY	MONTHLY RATE PER UNIT	ANNUAL FEE PER UNIT	MONTHLY FEE PER UNIT	PER AUTH FEE	1	VX520	VX520		<input type="checkbox"/>	<input type="checkbox"/>	\$	\$399		\$	\$	\$	\$					<input type="checkbox"/>	<input type="checkbox"/>	\$	\$		\$	\$	\$	\$					<input type="checkbox"/>	<input type="checkbox"/>	\$	\$		\$	\$	\$	\$					<input type="checkbox"/>	<input type="checkbox"/>	\$	\$		\$	\$	\$	\$					<input type="checkbox"/>	<input type="checkbox"/>	\$	\$		\$	\$	\$	\$					<input type="checkbox"/>	<input type="checkbox"/>	\$	\$		\$	\$	\$	\$					<input type="checkbox"/>	<input type="checkbox"/>	\$	\$		\$	\$	\$	\$
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**PLEASE NOTE THAT ALL LEASES MUST COMPLETE THE SECTION IMMEDIATELY BELOW. INITIALS ARE REQUIRED.							ALL APPLICABLE STATE AND LOCAL TAXES WILL BE APPLIED. <input type="checkbox"/> SALES TAX EXEMPT																																																																																																																										
<small>Elavon and Member have no responsibility for, and shall have no liability to Company in connection with, any hardware or software, or any related services, Company receives under a direct agreement (including any sale, warranty or end-user license agreement) between Company and a third party, including any Value Added Services, even if Elavon collects fees or other amounts from Company with respect to such hardware, software or services.</small>																																																																																																																																	
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TERMINAL PROGRAMING INSTRUCTIONS (DO NOT USE FOR CONVERGE – THIS INFORMATION IS COVERED DURING TRAINING)																																																																																																																																	
<input checked="" type="checkbox"/> RETAIL (AUTO CLOSE DEFAULT) <input type="checkbox"/> QUICK CLOSE <input type="checkbox"/> STORE AND FORWARD <input type="checkbox"/> NO SIGNATURE <input type="checkbox"/> CONTACTLESS (+ NO SIGNATURE)																																																																																																																																	
<input type="checkbox"/> RESTAURANT (QUICK CLOSE DEFAULT) TIP FUNCTION (DEFAULT) <input type="checkbox"/> FINE DINING <input type="checkbox"/> TAB FUNCTION																																																																																																																																	
<input type="checkbox"/> CARD NOT PRESENT (AUTO CLOSE DEFAULT) <input type="checkbox"/> QUICK CLOSE																																																																																																																																	
<input type="checkbox"/> LODGING (QUICK CLOSE DEFAULT) <input type="checkbox"/> QUICK STAY																																																																																																																																	
CUSTOM PROMPTS: <input type="checkbox"/> TERMINAL AUTO CLOSE (RTL, MOTO) TIME ZONE <input type="checkbox"/> CASH BACK PIN DEBIT (RTL): \$ (MAX) <input type="checkbox"/> CUSTOM FOOTER:																																																																																																																																	
<input type="checkbox"/> NO TIP (REST) <input type="checkbox"/> NO SERVER PROMPT (REST) <input type="checkbox"/> CLERK PROMPT (RTL) <input type="checkbox"/> TIP FUNCTION WAITER (RTL) <input type="checkbox"/> TIP FUNCTION CASHIER (RTL)																																																																																																																																	
COMMUNICATION METHOD (IP DEFAULT): <input type="checkbox"/> DIAL TRAINING (DEFAULT = TRAINING REQUIRED): <input type="checkbox"/> NO TRAINING PHONE INFORMATION: ACCESS #:																																																																																																																																	
<div style="border: 2px solid blue; padding: 5px; margin-bottom: 10px;"> 4 X _____ I understand that I am entering into a _____-month commercial equipment lease for credit-card processing equipment. I understand this is a NON-CANCELLABLE commercial equipment lease and that I will be required to make monthly payments of \$ _____ under this lease for the entire _____-month term, regardless of any representations made by the Sales Representative. Under a _____-month term with a monthly payments of \$ _____, I understand the approximate total cost </div> <p>of the equipment lease to be \$ _____. I also realize that I will have to pay applicable sales tax every month and, if I do not provide evidence of insurance, I will be charged an additional \$4.95 monthly to cover equipment. I understand the equipment lease may be more expensive than purchasing the same equipment outright, and that I have had an opportunity to research the cost to purchase the same equipment outright. As an alternative to a lease, I understand I may purchase the equipment outright at the time of the lease application for the amount of \$ _____. Finally, I understand that I will be personally responsible for making payments under this lease and that any failure to pay all amounts when due may result in additional charges, potential damage to my credit rating, and/or legal action against me to collect both past and future payments owed under the lease. The end of lease residual value is \$ _____ plus taxes if applicable.</p> <p>Company hereby authorizes Elavon, through its Ladco Leasing division ("Lessor"), to automatically withdraw Company's monthly lease payments and any amounts, including any and all taxes or other charges, owed in accordance with the lease, as applicable, by initiating debit entries to Company's account at the financial institution ("Bank") indicated hereon or such other financial institution used by Company from time to time. A lease payment (whether paid by debit or other means) that is not honored by Bank for any reason will be subject to a returned item service fee imposed by Lessor. Upon completion of the lease term, this authorization shall remain in effect until Lessor has received written notice from Company of its termination.</p>																																																																																																																																	
▶BANK NAME:				▶ABA/ROUTING #:				▶DDA ACCOUNT #:																																																																																																																									
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▶ANNUAL CHECK VOLUME: \$				▶AVERAGE CHECK AMOUNT: \$				▶MAXIMUM CHECK AMOUNT: \$			▶ECS MONTHLY MINIMUM: \$																																																																																																																						
ECS – PAPER CHECK CONVERSION																																																																																																																																	
PROCESSING OPTIONS: <input type="checkbox"/> POP (POS IMAGE) <input type="checkbox"/> ARC (POS IMAGE) <input type="checkbox"/> BOC				<input type="checkbox"/> CONVERSION WITH GUARANTEE GUARANTEE RATE: % PER TRANSACTION: \$ <input type="checkbox"/> CONVERSION W/ VERIFICATION OR PER TRANSACTION: \$ PER RETURN TRANSACTION: \$ <input type="checkbox"/> <input type="checkbox"/> CONVERSION ONLY COLLECTIONS																																																																																																																													
ACH CHECK – CHECK NOT PRESENT (CNP)																																																																																																																																	
PROCESSING OPTIONS: <input type="checkbox"/> CONCURRENT ENROLLMENT (INCLUDES: WEB, TEL, PPD AND CCD) = XNP INDIVIDUAL ENROLLMENT - CHOOSE ONE (ONE PER MID) <input type="checkbox"/> WEB – INTERNET INITIATED <input type="checkbox"/> PPD – PREARRANGED PAYMENT <input type="checkbox"/> TEL/IVR – TELEPHONE INITIATED <input type="checkbox"/> CCD – CORPORATE TO CORPORATE							<input type="checkbox"/> ACH-ECHECK WITH VERIFICATION PER TRANSACTION: \$0 PER RETURN TRANSACTION: \$ _____ <input type="checkbox"/> ACH – ECHECK CONVERSION ONLY PER TRANSACTION: \$ _____ PER RETURN TRANSACTION: \$ _____																																																																																																																										
CONVERGE SETUPS WILL BE CONCURRENTLY ENROLLED IN ALL PRODUCT TYPES = XNP																																																																																																																																	
OTHER ECS CHECK CONVERSION SERVICE REQUESTS																																																																																																																																	
<input type="checkbox"/> PROMPTS FOR DRIVER'S LICENSE (IF NOT SELECTED, INFORMATION MUST BE OBTAINED ON CHECK FOR GUARANTEE SERVICE)				<input type="checkbox"/> NSF SERVICE FEE PROCESSING @ \$2 PER NSF ITEM. NOT APPLICABLE FOR GUARANTEE SERVICE NSF SERVICE FEE AMOUNT: <input type="checkbox"/> MAX ALLOWED OR <input checked="" type="checkbox"/> SPECIFIED SERVICE FEE AMOUNT \$20 (STATE MAX IS DEFAULT) ACH ECHECK NSF SERVICE FEE AMOUNT: <input type="checkbox"/> \$15 (DEFAULT) OR <input type="checkbox"/> SPECIFIED SERVICE FEE AMOUNT \$ _____ SPECIFY NSF RESUBMISSION ATTEMPTS: <input checked="" type="checkbox"/> 0 OR <input type="checkbox"/> 1 (2 IS THE DEFAULT)																																																																																																																													
<input type="checkbox"/> ENQUIRE REPORTING ACCESS: # OF USERS: @ \$29.95 EACH PER																																																																																																																																	
ACH – ECHECK QUESTIONNAIRE																																																																																																																																	
1. WHAT TYPES OF PAYMENTS WILL YOU ACCEPT USING ACH-ECHECK (E.G., UTILITY BILL PAYMENTS, MONTHLY RENT PAYMENTS, MONTHLY BILLING FOR GENERAL SERVICES)?																																																																																																																																	
2. WILL YOU OBTAIN AUTHORIZATION FROM YOUR CUSTOMERS PRIOR TO ACCEPTING AN ACH ENTRY IN ACCORDANCE WITH THE ECS OPERATING GUIDE (E.G., ORALLY VIA TELEPHONE FOR TEL/IVR, OR IN WRITING FOR PPD)? <input type="checkbox"/> Yes <input type="checkbox"/> No																																																																																																																																	
3. WILL YOU VERIFY AND AUTHENTICATE THE IDENTITY OF YOUR CUSTOMERS IN ACCORDANCE WITH THE ECS OPERATING GUIDE PRIOR TO INITIATING ACH ENTRIES FOR THOSE CUSTOMERS (E.G., BY OBTAINING A CUSTOMER'S NAME, ADDRESS AND TELEPHONE NUMBER OR USING A DATABASE TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED BY CUSTOMER)? <input type="checkbox"/> Yes <input type="checkbox"/> No																																																																																																																																	
4. WILL YOU OFFER ACH-ECHECK TO EXISTING OR NEW CUSTOMERS? <input type="checkbox"/> EXISTING <input type="checkbox"/> NEW																																																																																																																																	
5. WILL YOU MAINTAIN AND DISCLOSE TO YOUR CUSTOMERS PROCEDURES FOR CANCELLING AN AUTHORIZATION? <input type="checkbox"/> Yes <input type="checkbox"/> No																																																																																																																																	
6. WILL YOU ENSURE THAT INFORMATION REGARDING EACH TRANSACTION AUTHORIZATION ENTERED BY A CUSTOMER AND/OR YOUR SERVICE REPRESENTATIVE IS ACCURATE AND NOT A DUPLICATE TRANSACTION? <input type="checkbox"/> Yes <input type="checkbox"/> No																																																																																																																																	

CONVENIENCE FEE AND GOVERNMENT/PUBLIC INSTITUTION SERVICE FEES (GPISF)		
<div>CONVENIENCE FEE SERVICES PROGRAMS</div> <div>CONVENIENCE FEE FUNDING MODEL (CHECK ONE):<div><div><input type="checkbox"/> COMPANY MANAGED CONVENIENCE FEE¹</div><div><input type="checkbox"/> ELAVON MANAGED CONVENIENCE FEE²</div></div><div>PAYMENT TRANSACTION TYPES<div><input type="checkbox"/> CREDIT (CHECK ALL THAT APPLY):<div><div><input type="checkbox"/> VISA<input type="checkbox"/> MASTERCARD<input type="checkbox"/> DISCOVER<input type="checkbox"/> AMERICAN EXPRESS PS</div><div><input type="checkbox"/> SIGNATURE DEBIT (CHECK ALL THAT APPLY):<div><div><input type="checkbox"/> VISA<input type="checkbox"/> MASTERCARD<input type="checkbox"/> DISCOVER</div><div><input type="checkbox"/> PIN-BASED DEBIT</div></div><div><input type="checkbox"/> ACH (VIA ELECTRONIC CHECK SERVICES)<div>ELAVON PRODUCT SUPPORTING ELAVON-MANAGED CONVENIENCE FEE ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):<div><input type="checkbox"/> COMPANY PROPRIETARY SOLUTION OR SERVICE PROVIDER<div><input type="checkbox"/> OTHER:</div></div></div></div></div></div></div></div></div>		<div>GPISF SERVICES PROGRAMS<div>(CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS):<div><div><input type="checkbox"/> COMPANY-MANAGED SERVICE FEE³</div><div><input type="checkbox"/> COMPANY-MANAGED WITH ELAVON POS DEVICES/SERVICE FEE TERMINALS⁴</div><div><input checked="" type="checkbox"/> ELAVON-MANAGED SERVICE FEE⁵</div></div><div>CARD ACCEPTANCE (CHECK ALL THAT APPLY):<div><div><input checked="" type="checkbox"/> POINT OF SALE<input type="checkbox"/> INTERNET</div><div><input type="checkbox"/> IVR<input type="checkbox"/> OTHER:</div></div></div><div>GPISF SERVICES PROGRAMS (CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS):<div><div><input checked="" type="checkbox"/> MASTERCARD GOVERNMENT AND EDUCATION PAYMENT PROGRAM</div><div><input checked="" type="checkbox"/> VISA GOVERNMENT AND EDUCATION PAYMENT PROGRAM</div><div><input checked="" type="checkbox"/> AMERICAN EXPRESS GOVERNMENT AND EDUCATION PAYMENT PROGRAM</div><div><input checked="" type="checkbox"/> DISCOVER GOVERNMENT AND EDUCATION PAYMENT PROGRAM</div></div><div>TRANSACTION TYPES:<div><div><input type="checkbox"/> FEDERAL INCOME TAX<input type="checkbox"/> BUSINESS TAX</div><div><input checked="" type="checkbox"/> GOVERNMENT FEES<input type="checkbox"/> OTHER TAX</div><div><input type="checkbox"/> STATE INCOME TAX<input type="checkbox"/> TUITION</div><div><input type="checkbox"/> REAL ESTATE PROPERTY TAX<input type="checkbox"/> OTHER EDUCATION EXPENSES</div></div><div>PAYMENT TYPES FOR GPISF ASSESSMENT (NOT ALL PAYMENT TYPES ARE SUPPORTED FOR ALL PROGRAMS)(CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENT):<div><div><input checked="" type="checkbox"/> CREDIT – (CHECK ALL THAT APPLY):<div><div><div><input checked="" type="checkbox"/> VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399</div><div><input checked="" type="checkbox"/> MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399, 9402</div><div><input checked="" type="checkbox"/> DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)</div><div><input checked="" type="checkbox"/> AMERICAN EXPRESS PS – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9311, 9399, 9222</div></div><div><input checked="" type="checkbox"/> SIGNATURE DEBIT – (CHECK ALL THAT APPLY)<div><div><div><input checked="" type="checkbox"/> VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399</div><div><input checked="" type="checkbox"/> MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399, 9402</div><div><input checked="" type="checkbox"/> DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)</div></div></div></div></div></div></div></div></div></div></div></div>
<div>CONVENIENCE FEE PRICING:<div><div>CONVENIENCE FLAT FEE AMOUNT: \$</div><div>CONVENIENCE FEE %:<div>(MASTERCARD, DISCOVER & ACH PROGRAMS ONLY)</div></div><div>IMPLEMENTATION FEE (IF APPLICABLE): \$</div></div></div>		<div>GPISF PRICING:<div><div>CREDIT CARD SERVICE FEE: 3 % OR \$</div><div>SIGNATURE DEBIT SERVICE FEE: 3 % OR \$</div><div>ACH (VIA ELECTRONIC CHECK SERVICES): \$</div><div>IMPLEMENTATION FEE (IF APPLICABLE): \$</div></div></div>

⁵“Elavon-Managed” Service Fee means that Elavon establishes the amount of the GPISF, and Elavon charges and retains the GPISF in lieu of Company’s obligation to pay Elavon the per transaction fees and Safe-T Services fees (if Safe-T is chosen above) for GPISF Transactions.

SUBSTITUTE FORM W-9			
<input checked="" type="checkbox"/> GOVERNMENT <input type="checkbox"/> NON-PROFIT CHARITABLE OR SOCIAL (INCLUDE DOCUMENTS THAT SUPPORT TAX EXEMPT STATUS) <input type="checkbox"/> OTHER			
♦ LEGAL BUSINESS NAME* : CITY OF BERKELEY			
*NAME (OF BUSINESS) AS SHOWN ON YOUR BUSINESS INCOME TAX RETURNS. FOR SOLE PROPRIETORS, THIS SHOULD ALWAYS BE THE OWNER'S NAME.			
♦ LEGAL BUSINESS ADDRESS (NO PO BOX): 8425 AIRPORT ROAD			▶ TIN (EMPLOYER ID #): 43-6000227
♦ CITY: BERKELEY	♦ STATE: MO	♦ ZIP CODE: 63134	OR ▶ TIN (SOCIAL SECURITY #):
5 COMPANY REPRESENTATIONS AND CERTIFICATIONS			
<p>Company Representations and Certifications. By signing below, the applicant company ("Company") and its representative(s) represent and warrant to Elavon, Inc. ("Elavon" or "member" as applicable), with offices at 7300 Chapman Highway, Knoxville, TN 37920 (collectively, "we" or "us") that (i) all information provided in this company application ("Company Application") is true and complete and properly reflects the business and financial condition of Company; and (ii) the persons signing this Company Application are duly authorized to bind Company to all provisions of this Company Application and the Agreement. The signature by an authorized representative of Company on the Company Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Company's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Company Application, the Terms of Service ("TOS"), the Addendum to the Terms of Service for Government/Institutional Companies attached hereto, and the Operating Guide incorporated herein by this reference and located at our website at https://www.merchantconnect.com/CWRWeb/pdf/TOS_ENG.pdf and https://www.merchantconnect.com/CWRWeb/pdf/OPERATING GUIDE_ENG.pdf, respectively. If you are accepting electronic payments through Transend Pay you also agree to the Terms and Conditions set out under the Resources tab at www.elavon.com/transendpay, and as subsequently amended in the Operating Guide in the Transend Pay Services Chapter. If Company does not have access to view the TOS or Operating Guide at our website please contact our customer service center. Notwithstanding any such non-receipt of the TOS or Operating Guide, Company agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Company Application, have the same meaning ascribed to them in the TOS and Operating Guide.</p> <p>Company must obtain an Authorization Code via electronic terminal or similar device before completing any transaction. Company understands that an AUTHORIZATION CODE IS NOT A GUARANTEE OF ACCEPTANCE OR PAYMENT OF A TRANSACTION. RECEIPT OF AN AUTHORIZATION CODE DOES NOT MEAN THAT COMPANY WILL NOT RECEIVE A CHARGEBACK FOR THAT TRANSACTION.</p> <p>Company and its representative(s) authorize us prior to our acceptance of this Company Application and from time to time thereafter, to investigate the business history and background of Company and to obtain credit reports or other background investigation reports on Company that we consider necessary to review the acceptance and continuation of this Company Application. Company also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.</p> <p>IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. 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 person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you.</p> <p>This Company Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Company Application. Delivery of executed counterparts of this Company Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Company Application shall constitute a signed original.</p> <p>All companies must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS"). Elavon requires Level 4 companies (determined based on Transaction volume) to validate PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval. Any company that has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, will be charged a monthly non-compliance fee of \$59.99 until Elavon is provided with validation of PCI DSS compliance. Company may be eligible for Data Breach Financial Assistance Coverage following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview for assistance details and conditions.</p> <p><u>American Express Acceptance Program (Acceptance Program).</u> If Company has elected to accept American Express® Transactions (as indicated in the Card Acceptance section of this Company Application), in addition to all other terms of this Agreement, Company agrees to the Acceptance Program terms of the TOS. By signing below or by accepting a Transaction initiated with an American Express® Payment Device, Company expressly authorizes Elavon to submit American Express® Transactions to, and to receive settlement funds from, American Express on Company's behalf. Company further authorizes Elavon to provide Company's contact information to American Express, and Company agrees that American Express may use and share such contact information for its business purposes and as permitted by applicable Laws, including to communicate with Company regarding products, services, and resources available to Company's business. American Express's use of the email address and mobile phone number provided above is subject to the consent to such use as indicated in Section 1 of this Company Application. Consent to American Express's use of contact information for such communications may be withdrawn at any time by contacting our customer service center. Even if consent is withdrawn, Company may still receive messages related to important information about Company's account from American Express. Company or Elavon may terminate Company's acceptance of American Express® Payment Devices at any time, with or without cause, without affecting Company's rights and obligations pursuant to the remainder of this Agreement. Company acknowledges that, if at any time Company is no longer qualified to participate in the Acceptance Program, Company may be enrolled in the standard American Express® card acceptance program, which may have different terms and conditions than the Acceptance Program, and Company's acceptance of American Express® Payment Devices pursuant to this Agreement will be terminated. Company acknowledges that American Express is an intended third-party beneficiary of this Agreement, solely with respect to the terms and conditions applicable to Company's acceptance of American Express® Payment Devices, and that American Express has the right to enforce such terms and conditions directly against Company.</p> <p>A PIN Debit Enablement Service Fee will be collected for any Interchange and Assessment savings generated through PIN Debit routing on your monthly PIN Debit transactions for Interchange Plus customers only. This monthly fee will be calculated from your actual PIN Debit transaction volume and will be a percentage of your overall PIN Debit cost savings. The PIN Debit Enablement Service Fee collected and the Interchange and Assessment savings will be reflected on your monthly statement.</p>			
♦ SIGNATURE: X	♦ PRINTED NAME: Theodore Hoskins	♦ TITLE: Mayor	♦ DATE:
SIGNATURE: X	PRINTED NAME: Debra M. Irvin	TITLE: City Manager	DATE:
SUBMITTED BY (INTERNAL USE ONLY)			
To the best of my knowledge, I certify that the information provided in this Company Application was provided by the Company and is true, complete and accurate. I further certify that the signatures were provided by the Company's authorized representative.			
SALES REP SIGNATURE: X	♦ PRINTED NAME: Craig Peterson	♦ REP ID #: 33496	♦ DATE:
♦ REP PHONE #: (614)356-0684	♦ REP EMAIL: craig.peterson@elavon.com		USA-GOV-ELV-0319

NEW APPLICATION - GOVERNMENT / INSTITUTIONAL

1	COMPANY INFORMATION				
◆ DBA NAME: CITY OF BERKELEY - PERMITTING					
CONTACT NAME: KEIDRA KING					
◆ DBA ADDRESS TYPE: Business ◆ DBA ADDRESS1 (NO PO BOX): 8425 AIRPORT ROAD					
DBA ADDRESS 2:					
◆ CITY: BERKELEY			◆ STATE: MO	◆ ZIP CODE: 63134	
◆ DBA PHONE #: (314)524-3313			DBA FAX #: (314)264-20		
DATE FOUNDED: 1937			MOBILE PHONE #: 3144003720		
◆ EMAIL ADDRESS: KING@CI.BERKELEY.MO.US					
CIP EXEMPTION: US State Local Govt/ Education					
2	OTHER ADDRESS (IF DIFFERENT THAN ABOVE)				
<input type="checkbox"/> MAILING <input type="checkbox"/> SHIPPING <input type="checkbox"/> SEE ALSO SPECIAL INSTRUCTIONS (MORE THAN ONE OPTION MAY BE SELECTED)					
LOCATION NAME:			PHONE #:		
CONTACT:			FAX #:		
ADDRESS:		CITY:	STATE:	ZIP CODE:	
STATEMENTS/ RETRIEVALS /CHARGEBACKS					
STATEMENTS: <input checked="" type="checkbox"/> DBA OR <input type="checkbox"/> MAILING OR <input type="checkbox"/> W-9			AUTO SEND: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (CHAIN COMPANIES ONLY – MUST INCLUDE CHAIN SET UP FORM)		
RETRIEVALS: <input type="checkbox"/> ONLINE CASE MANAGEMENT (OCM) OR EMAIL To: KING@CI.BERKELEY.MO.US OR FAX To: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR MAIL To: <input checked="" type="checkbox"/> DBA <input type="checkbox"/> MAILING					
CHARGEBACKS: <input type="checkbox"/> ONLINE CASE MANAGEMENT (OCM) OR EMAIL To: KING@CI.BERKELEY.MO.US OR FAX To: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR MAIL To: <input checked="" type="checkbox"/> DBA <input type="checkbox"/> MAILING					
3	CONTACT INFORMATION (AUTHORIZED REP)				
◆ <input type="checkbox"/> OFFICER <input checked="" type="checkbox"/> MANAGER <input type="checkbox"/> AUTHORIZED REPRESENTATIVE <input type="checkbox"/> OTHER: _____					
◆ FIRST NAME: Debra		MN: M.	◆ LAST NAME: Irvin		
◆ TITLE: City Manager		◆ US PERSON: Yes			
▶ CONTACT ADDRESS (NO PO BOX): 8425 AIRPORT ROAD			▶ ADDRESS TYPE: Business		
▶ CITY: BERKELEY		▶ STATE: MO	▶ ZIP CODE: 63134		
▶ DOB:		CONTACT PHONE #: (314)400-3705			
INDIVIDUAL ID EXEMPTION CLASS: GOVERNMENT <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input checked="" type="checkbox"/> LOCAL (POLITICAL SUBDIVISION OF A US STATE)					
OTHER COMPANY INFORMATION					
◆ AVERAGE SALE AMOUNT: \$ 136.00		<input checked="" type="checkbox"/> CARD PRESENT 100%		OMNI COMMERCE (MUST TOTAL 100%)	
◆ HIGH SALE AMOUNT: \$ 300.00		<input type="checkbox"/> CARD NOT PRESENT 100%		CARD PRESENT _____ %	
◆ NUMBER OF HIGH SALES TRANSACTIONS ANNUALLY: 12		<input type="checkbox"/> INTERNET 100%		CARD NOT PRESENT* _____ %	
◆ TOTAL MONTHLY VISA/MC/AMEX/DISC/UNIONPAY SALES: \$ 10000		<input type="checkbox"/> OMNI COMMERCE		INTERNET * _____ %	
◆ ANNUAL TOTAL REVENUE: (CASH, CHECK, CARD) \$ 13,800,000		▶ INTERNET : PRODUCT WEBSITE:			
◆ INDUSTRY TYPE: Retail		▶ INTERNET: "CONTACT US" EMAIL: *CUSTOMER SERVICE PHONE # AND PREVIOUS PROCESSOR REQUIRED BELOW ▶ CUSTOMER SERVICE PHONE #: ▶ PREVIOUS PROCESSOR: Elavon			
◆ DESCRIPTION OF PRODUCT/SERVICES OFFERED: GOVERNMENT FEES					
SPECIAL PROGRAM MCC ONLY:					
WHEN DOES THE CUSTOMER RECEIVE THE PRODUCT OR SERVICE? IF NOT SAME DAY, _____ # OF DAYS (INCLUDE SHIPPING TIME FRAME)					
IF SEASONAL, PLEASE CHECK MONTHS CLOSED BELOW. (CUSTOMER MUST CONTACT CUSTOMER SERVICE TO DEACTIVATE AND REACTIVATE ACCOUNT)					
<input type="checkbox"/> JANUARY	<input type="checkbox"/> FEBRUARY	<input type="checkbox"/> MARCH	<input type="checkbox"/> APRIL	<input type="checkbox"/> MAY	<input type="checkbox"/> JUNE
<input type="checkbox"/> JULY	<input type="checkbox"/> AUGUST	<input type="checkbox"/> SEPTEMBER	<input type="checkbox"/> OCTOBER	<input type="checkbox"/> NOVEMBER	<input type="checkbox"/> DECEMBER
BANK ACCOUNT (CHECKING ACCOUNTS ONLY)					
◆ DEPOSIT BANK NAME: SIMMONS BANK		◆ ABA/ROUTING #:		◆ DDA ACCOUNT #:	
BILLING/CHARGEBACK BANK NAME (IF DIFFERENT):		ABA/ROUTING #:		DDA ACCOUNT #:	
CHARGEBACK BANK NAME (IF DIFFERENT THAN BILLING):		ABA/ROUTING #:		DDA ACCOUNT #:	
<input type="checkbox"/> FAST TRACK FUNDING MONTHLY FEE \$		TAPE ID (OPT):			

CARD ACCEPTANCE (PLEASE CHECK EACH CARD YOU WISH TO ACCEPT.)										PRICING CATEGORY			
<input type="checkbox"/> ALL VISA/MASTERCARD/AMEX/UNIONPAY/ DISCOVER(JCB, DI, PAY PAL PAYMENT DEVICE)/ WITH PIN DEBIT <input checked="" type="checkbox"/> ALL VISA/MASTERCARD/AMEX/UNIONPAY/ DISCOVER(JCB, DI, PAY PAL PAYMENT DEVICE) <input checked="" type="checkbox"/> VISA CREDIT <input checked="" type="checkbox"/> VISA DEBIT <input checked="" type="checkbox"/> MC CREDIT <input checked="" type="checkbox"/> MC DEBIT <input checked="" type="checkbox"/> DISCOVER (JCB, D ,PAY PAL PAYMENT DEVICE) <input type="checkbox"/> UNIONPAY <input type="checkbox"/> AMEX <input type="checkbox"/> PIN DEBIT										<input checked="" type="checkbox"/> RETAIL <input type="checkbox"/> MO/TO / INTERNET <input type="checkbox"/> RESTAURANT <input type="checkbox"/> ARU <input type="checkbox"/> LODGING <input type="checkbox"/> OMNI COMMERCE <input type="checkbox"/> SUPERMARKET (TIERED & EICP ONLY)			
PRICING INFORMATION								FEES					
PRICING PROGRAM: 0229 (FIXED ONLY)		VISA/MASTERCARD/UNIONPAY/ DISCOVER CARDS (JCB, DI,PAY PAL PAY DEVICE**)		AMERICAN EXPRESS OPT BLUE		PIN DEBIT***		APPLICATION		\$			
		RATE*	PER ITEM*	RATE	PER ITEM	RATE	PER ITEM	INSTALLATION/TRAINING		\$			
TIERED	QUALIFIED		%	\$	%	\$	%	\$	REPORTING & SUPPORT PACKAGE (PER MONTH)		\$		
	MID QUALIFIED		%	\$	%	\$			MONTHLY MINIMUM		\$		
	NON QUALIFIED		%	\$	%	\$			CHARGEBACK (PER OCCURRENCE)		\$25		
	OPT. <input type="checkbox"/> CHECK CARD <input type="checkbox"/> SPRMKT <input type="checkbox"/> QPS/SMALL TKT								RETURN ITEM/NSF (PER OCCURRENCE)		\$20		
	OPT. REWARDS		%	\$					STATEMENT: <input checked="" type="checkbox"/> ELECTRONIC OR <input type="checkbox"/> PAPER MONTHLY STATEMENT MAILING(PAPER STATEMENTS ONLY)		\$10		
	OPT. COMMERCIAL CARD		%	\$					RUSH SHIPMENT		\$		
INTERCHANGE PLUS			%	\$	%	\$	%	\$	VERIZON DATA PLAN (PER DEVICE): (PER MONTH)		\$		
PIN DEBIT ENABLEMENT SERVICE FEE									\$	VERIZON DATA PLAN OVERAGE (PER MB)			
ENHANCED IC PLUS	CHECK CARD QUALIFIED		%	\$					OTHER:		\$		
	QUALIFIED		%	\$	%	\$	%	\$					
	REWARDS QUALIFIED		%	\$			AUTHORIZATIONS						
	MID QUALIFIED		%	\$	%	\$	VISA (PER AUTH)		\$	VOICE - ARU (PER AUTH)		\$0.85	
	COMMERCIAL NON QUALIFIED		%	\$			MASTERCARD (PER AUTH)		\$	VOICE OPERATOR (PER AUTH)		\$0.85	
	NON QUALIFIED		%	\$	%	\$	DISCOVER (PER AUTH)		\$	VOICE - AVS (PER AUTH)		\$0.85	
FIXED - PRICING PGM:			%	\$	%	\$	UNIONPAY (PER AUTH)		\$	VOICE BANK REF (PER AUTH)		\$0.85	
<small>*RATES ARE FOR ALL CARD ACCEPTANCE TYPES SELECTED. ALL CARD BRAND ASSESSMENTS WILL BE PASSED THROUGH AT COST. **PAYPAL ACCEPTANCE AND RATES ARE BASED ON CARD PRESENT TRANSACTIONS ONLY. ***PIN DEBIT RATE WILL BE OPTIMIZED AVAILABLE RATE</small>						AMEX OPT BLUE (PER AUTH)		\$					
PCI SECURITY PROGRAM/SAFE-T PACKAGE						AMEX PUBLIC SECTOR (TPSP)(PER AUTH)		\$	DIAL COMMUNICATION (PER AUTH)		\$0.024		
SECURITY PROGRAM (PER MONTH): ▶SafeT Silver					\$		PIN DEBIT (PER AUTH)		\$				
SOLUTION PACKAGE													
▶ (PER MONTH. PLUS TAXES, IF APPLICABLE)					\$								
OTHER CARD TYPES EXISTING													
AMEX SE # (10 DIGITS):				PER AUTH: \$				EBT SE # (7 DIGITS):		PER AUTH: \$			
AMERICAN EXPRESS PUBLIC SECTOR (TPSP)													
<input type="checkbox"/> COMPANY IS ELIGIBLE FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP) AND ACCEPTS <input type="checkbox"/> COMPANY IS ELIGIBLE FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP) BUT DECLINES ACCEPTANCE													
INDUSTRY TYPE:													
PRICING INFORMATION FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP)													
TIERED	RATE	PER ITEM	ENHANCED ICPLUS	RATE	PER ITEM								
QUALIFIED	%	\$	QUALIFIED	%	\$								
MID QUALIFIED	%	\$	MID QUALIFIED	%	\$								
NON QUALIFIED	%	\$	NON QUALIFIED	%	\$								
INTERCHANGE PLUS		%	\$										

POINT OF SALE (EQUIPMENT OR SOFTWARE)																																																																																																																																	
NETWORK: <input checked="" type="checkbox"/> ELAVON <input type="checkbox"/> OTHER							<input type="checkbox"/> A THIRD PARTY INTEGRATOR WILL BE USED FOR IMPLEMENTATION:																																																																																																																										
VAR SERVICE PROVIDER (HOSTED):				VAR (DISTRIBUTED):			VENDOR:			PRODUCT:		VERSION:																																																																																																																					
# OF TIDS:				TID TYPE (OMNI ONLY):			# OF TIDS:			TID TYPE (OMNI ONLY):																																																																																																																							
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="7"></th> <th colspan="2">PURCHASE/SETUP</th> <th colspan="2">LEASE**</th> <th colspan="2">SOFTWARE/WIRELESS</th> </tr> <tr> <th>QTY</th> <th>POS DESCRIPTION</th> <th>ITEM CODE</th> <th>TID TYPE <small>OMNI ONLY</small></th> <th>TERMINAL ENCRYPT</th> <th>OWNS</th> <th>REPROG FEE PER UNIT</th> <th>PRICE PER UNIT</th> <th>TERM MONTHLY</th> <th>MONTHLY RATE PER UNIT</th> <th>ANNUAL FEE PER UNIT</th> <th>MONTHLY FEE PER UNIT</th> <th>PER AUTH FEE</th> </tr> <tr> <td>1</td> <td>VX520</td> <td>VX520</td> <td></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>\$</td> <td>\$399</td> <td></td> <td>\$</td> <td>\$</td> <td>\$</td> <td>\$</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>\$</td><td>\$</td><td> </td><td>\$</td><td>\$</td><td>\$</td><td>\$</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>\$</td><td>\$</td><td> </td><td>\$</td><td>\$</td><td>\$</td><td>\$</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>\$</td><td>\$</td><td> </td><td>\$</td><td>\$</td><td>\$</td><td>\$</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>\$</td><td>\$</td><td> </td><td>\$</td><td>\$</td><td>\$</td><td>\$</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>\$</td><td>\$</td><td> </td><td>\$</td><td>\$</td><td>\$</td><td>\$</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>\$</td><td>\$</td><td> </td><td>\$</td><td>\$</td><td>\$</td><td>\$</td></tr> </table>																				PURCHASE/SETUP		LEASE**		SOFTWARE/WIRELESS		QTY	POS DESCRIPTION	ITEM CODE	TID TYPE <small>OMNI ONLY</small>	TERMINAL ENCRYPT	OWNS	REPROG FEE PER UNIT	PRICE PER UNIT	TERM MONTHLY	MONTHLY RATE PER UNIT	ANNUAL FEE PER UNIT	MONTHLY FEE PER UNIT	PER AUTH FEE	1	VX520	VX520		<input type="checkbox"/>	<input type="checkbox"/>	\$	\$399		\$	\$	\$	\$					<input type="checkbox"/>	<input type="checkbox"/>	\$	\$		\$	\$	\$	\$					<input type="checkbox"/>	<input type="checkbox"/>	\$	\$		\$	\$	\$	\$					<input type="checkbox"/>	<input type="checkbox"/>	\$	\$		\$	\$	\$	\$					<input type="checkbox"/>	<input type="checkbox"/>	\$	\$		\$	\$	\$	\$					<input type="checkbox"/>	<input type="checkbox"/>	\$	\$		\$	\$	\$	\$					<input type="checkbox"/>	<input type="checkbox"/>	\$	\$		\$	\$	\$	\$
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**PLEASE NOTE THAT ALL LEASES MUST COMPLETE THE SECTION IMMEDIATELY BELOW. INITIALS ARE REQUIRED.							ALL APPLICABLE STATE AND LOCAL TAXES WILL BE APPLIED. <input type="checkbox"/> SALES TAX EXEMPT																																																																																																																										
<small>Elavon and Member have no responsibility for, and shall have no liability to Company in connection with, any hardware or software, or any related services, Company receives under a direct agreement (including any sale, warranty or end-user license agreement) between Company and a third party, including any Value Added Services, even if Elavon collects fees or other amounts from Company with respect to such hardware, software or services.</small>																																																																																																																																	
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TERMINAL PROGRAMING INSTRUCTIONS (DO NOT USE FOR CONVERGE – THIS INFORMATION IS COVERED DURING TRAINING)																																																																																																																																	
<input checked="" type="checkbox"/> RETAIL (AUTO CLOSE DEFAULT) <input type="checkbox"/> QUICK CLOSE <input type="checkbox"/> STORE AND FORWARD <input type="checkbox"/> NO SIGNATURE <input type="checkbox"/> CONTACTLESS (+ NO SIGNATURE)																																																																																																																																	
<input type="checkbox"/> RESTAURANT (QUICK CLOSE DEFAULT) TIP FUNCTION (DEFAULT) <input type="checkbox"/> FINE DINING <input type="checkbox"/> TAB FUNCTION																																																																																																																																	
<input type="checkbox"/> CARD NOT PRESENT (AUTO CLOSE DEFAULT) <input type="checkbox"/> QUICK CLOSE																																																																																																																																	
<input type="checkbox"/> LODGING (QUICK CLOSE DEFAULT) <input type="checkbox"/> QUICK STAY																																																																																																																																	
CUSTOM PROMPTS: <input type="checkbox"/> TERMINAL AUTO CLOSE (RTL, MOTO) TIME ZONE <input type="checkbox"/> CASH BACK PIN DEBIT (RTL): \$ (MAX) <input type="checkbox"/> CUSTOM FOOTER:																																																																																																																																	
<input type="checkbox"/> NO TIP (REST) <input type="checkbox"/> NO SERVER PROMPT (REST) <input type="checkbox"/> CLERK PROMPT (RTL) <input type="checkbox"/> TIP FUNCTION WAITER (RTL) <input type="checkbox"/> TIP FUNCTION CASHIER (RTL)																																																																																																																																	
COMMUNICATION METHOD (IP DEFAULT): <input type="checkbox"/> DIAL TRAINING (DEFAULT = TRAINING REQUIRED): <input type="checkbox"/> NO TRAINING PHONE INFORMATION: ACCESS #:																																																																																																																																	
<div style="border: 2px solid blue; padding: 5px; margin-bottom: 10px;"> 4 X _____ I understand that I am entering into a _____-month commercial equipment lease for credit-card processing equipment. I understand this is a NON-CANCELLABLE commercial equipment lease and that I will be required to make monthly payments of \$ _____ under this lease for the entire _____-month term, regardless of any representations made by the Sales Representative. Under a _____-month term with a monthly payments of \$ _____, I understand the approximate total cost of the equipment lease to be \$ _____. I also realize that I will have to pay applicable sales tax every month and, if I do not provide evidence of insurance, I will be charged an additional \$4.95 monthly to cover equipment. I understand the equipment lease may be more expensive than purchasing the same equipment outright, and that I have had an opportunity to research the cost to purchase the same equipment outright. As an alternative to a lease, I understand I may purchase the equipment outright at the time of the lease application for the amount of \$ _____. Finally, I understand that I will be personally responsible for making payments under this lease and that any failure to pay all amounts when due may result in additional charges, potential damage to my credit rating, and/or legal action against me to collect both past and future payments owed under the lease. The end of lease residual value is \$ _____ plus taxes if applicable. </div> <p>Company hereby authorizes Elavon, through its Ladco Leasing division ("Lessor"), to automatically withdraw Company's monthly lease payments and any amounts, including any and all taxes or other charges, owed in accordance with the lease, as applicable, by initiating debit entries to Company's account at the financial institution ("Bank") indicated hereon or such other financial institution used by Company from time to time. A lease payment (whether paid by debit or other means) that is not honored by Bank for any reason will be subject to a returned item service fee imposed by Lessor. Upon completion of the lease term, this authorization shall remain in effect until Lessor has received written notice from Company of its termination.</p> <div style="display: flex; justify-content: space-between;"> ▶BANK NAME: ▶ABA/ROUTING #: ▶DDA ACCOUNT #: </div>																																																																																																																																	
ELECTRONIC CHECK SERVICE																																																																																																																																	
▶ANNUAL CHECK VOLUME: \$			▶AVERAGE CHECK AMOUNT: \$			▶MAXIMUM CHECK AMOUNT: \$			▶ECS MONTHLY MINIMUM: \$																																																																																																																								
ECS – PAPER CHECK CONVERSION																																																																																																																																	
PROCESSING OPTIONS: <input type="checkbox"/> POP (POS IMAGE) <input type="checkbox"/> ARC (POS IMAGE) <input type="checkbox"/> BOC			<input type="checkbox"/> CONVERSION WITH GUARANTEE GUARANTEE RATE: % PER TRANSACTION: \$			<input type="checkbox"/> CONVERSION W/ VERIFICATION OR PER TRANSACTION: \$ PER RETURN TRANSACTION: \$ <input type="checkbox"/>			<input type="checkbox"/> CONVERSION ONLY COLLECTIONS																																																																																																																								
ACH CHECK – CHECK NOT PRESENT (CNP)																																																																																																																																	
PROCESSING OPTIONS: <input type="checkbox"/> CONCURRENT ENROLLMENT (INCLUDES: WEB, TEL, PPD AND CCD) = XNP INDIVIDUAL ENROLLMENT - CHOOSE ONE (ONE PER MID) <input type="checkbox"/> WEB – INTERNET INITIATED <input type="checkbox"/> PPD – PREARRANGED PAYMENT <input type="checkbox"/> TEL/IVR – TELEPHONE INITIATED <input type="checkbox"/> CCD – CORPORATE TO CORPORATE						<input type="checkbox"/> ACH-ECHECK WITH VERIFICATION PER TRANSACTION: \$0 PER RETURN TRANSACTION: \$ _____			<input type="checkbox"/> ACH – ECHECK CONVERSION ONLY PER TRANSACTION: \$ _____ PER RETURN TRANSACTION: \$ _____																																																																																																																								
CONVERGE SETUPS WILL BE CONCURRENTLY ENROLLED IN ALL PRODUCT TYPES = XNP																																																																																																																																	
OTHER ECS CHECK CONVERSION SERVICE REQUESTS																																																																																																																																	
<input type="checkbox"/> PROMPTS FOR DRIVER'S LICENSE (IF NOT SELECTED, INFORMATION MUST BE OBTAINED ON CHECK FOR GUARANTEE SERVICE)			<input type="checkbox"/> NSF SERVICE FEE PROCESSING @ \$2 PER NSF ITEM. NOT APPLICABLE FOR GUARANTEE SERVICE NSF SERVICE FEE AMOUNT: <input type="checkbox"/> MAX ALLOWED OR <input checked="" type="checkbox"/> SPECIFIED SERVICE FEE AMOUNT \$20 (STATE MAX IS DEFAULT) ACH ECHECK NSF SERVICE FEE AMOUNT: <input type="checkbox"/> \$15 (DEFAULT) OR <input type="checkbox"/> SPECIFIED SERVICE FEE AMOUNT \$ _____ SPECIFY NSF RESUBMISSION ATTEMPTS: <input checked="" type="checkbox"/> 0 OR <input type="checkbox"/> 1 (2 IS THE DEFAULT)																																																																																																																														
<input type="checkbox"/> ENQUIRE REPORTING ACCESS: # OF USERS: @ \$29.95 EACH PER																																																																																																																																	
ACH – ECHECK QUESTIONNAIRE																																																																																																																																	
1. WHAT TYPES OF PAYMENTS WILL YOU ACCEPT USING ACH-ECHECK (E.G., UTILITY BILL PAYMENTS, MONTHLY RENT PAYMENTS, MONTHLY BILLING FOR GENERAL SERVICES)? 2. WILL YOU OBTAIN AUTHORIZATION FROM YOUR CUSTOMERS PRIOR TO ACCEPTING AN ACH ENTRY IN ACCORDANCE WITH THE ECS OPERATING GUIDE (E.G., ORALLY VIA TELEPHONE FOR TEL/IVR, OR IN WRITING FOR PPD)? <input type="checkbox"/> Yes <input type="checkbox"/> No 3. WILL YOU VERIFY AND AUTHENTICATE THE IDENTITY OF YOUR CUSTOMERS IN ACCORDANCE WITH THE ECS OPERATING GUIDE PRIOR TO INITIATING ACH ENTRIES FOR THOSE CUSTOMERS (E.G., BY OBTAINING A CUSTOMER'S NAME, ADDRESS AND TELEPHONE NUMBER OR USING A DATABASE TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED BY CUSTOMER)? <input type="checkbox"/> Yes <input type="checkbox"/> No 4. WILL YOU OFFER ACH-ECHECK TO EXISTING OR NEW CUSTOMERS? <input type="checkbox"/> EXISTING <input type="checkbox"/> NEW 5. WILL YOU MAINTAIN AND DISCLOSE TO YOUR CUSTOMERS PROCEDURES FOR CANCELLING AN AUTHORIZATION? <input type="checkbox"/> Yes <input type="checkbox"/> No 6. WILL YOU ENSURE THAT INFORMATION REGARDING EACH TRANSACTION AUTHORIZATION ENTERED BY A CUSTOMER AND/OR YOUR SERVICE REPRESENTATIVE IS ACCURATE AND NOT A DUPLICATE TRANSACTION? <input type="checkbox"/> Yes <input type="checkbox"/> No																																																																																																																																	

CONVENIENCE FEE AND GOVERNMENT/PUBLIC INSTITUTION SERVICE FEES (GPISF)	
CONVENIENCE FEE SERVICES PROGRAMS	
CONVENIENCE FEE FUNDING MODEL (CHECK ONE):	
<input type="checkbox"/> COMPANY MANAGED CONVENIENCE FEE ¹	
<input type="checkbox"/> ELAVON MANAGED CONVENIENCE FEE ²	
PAYMENT TRANSACTION TYPES	
<input type="checkbox"/> CREDIT (CHECK ALL THAT APPLY):	
<input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMERICAN EXPRESS PS	
<input type="checkbox"/> SIGNATURE DEBIT (CHECK ALL THAT APPLY):	
<input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER	
<input type="checkbox"/> PIN-BASED DEBIT	
<input type="checkbox"/> ACH (VIA ELECTRONIC CHECK SERVICES)	
ELAVON PRODUCT SUPPORTING ELAVON-MANAGED CONVENIENCE FEE ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):	
<input type="checkbox"/> COMPANY PROPRIETARY SOLUTION OR SERVICE PROVIDER	
<input type="checkbox"/> OTHER:	
CONVENIENCE FEE PRICING:	
CONVENIENCE FLAT FEE AMOUNT: \$	
CONVENIENCE FEE %: (MASTERCARD, DISCOVER & ACH PROGRAMS ONLY)	
IMPLEMENTATION FEE (IF APPLICABLE): \$	
GPISF SERVICES PROGRAMS	
(CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS:	
<input type="checkbox"/> COMPANY-MANAGED SERVICE FEE ³	
<input type="checkbox"/> COMPANY-MANAGED WITH ELAVON POS DEVICES/SERVICE FEE TERMINALS ⁴	
<input checked="" type="checkbox"/> ELAVON-MANAGED SERVICE FEE ⁵	
CARD ACCEPTANCE (CHECK ALL THAT APPLY):	
<input checked="" type="checkbox"/> POINT OF SALE	<input type="checkbox"/> INTERNET
<input type="checkbox"/> IVR	<input type="checkbox"/> OTHER:
GPISF SERVICES PROGRAMS (CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS:	
<input checked="" type="checkbox"/> MASTERCARD GOVERNMENT AND EDUCATION PAYMENT PROGRAM	
<input checked="" type="checkbox"/> VISA GOVERNMENT AND EDUCATION PAYMENT PROGRAM	
<input checked="" type="checkbox"/> AMERICAN EXPRESS GOVERNMENT AND EDUCATION PAYMENT PROGRAM	
<input checked="" type="checkbox"/> DISCOVER GOVERNMENT AND EDUCATION PAYMENT PROGRAM	
TRANSACTION TYPES:	
<input type="checkbox"/> FEDERAL INCOME TAX	<input type="checkbox"/> BUSINESS TAX
<input checked="" type="checkbox"/> GOVERNMENT FEES	<input type="checkbox"/> OTHER TAX
<input type="checkbox"/> STATE INCOME TAX	<input type="checkbox"/> TUITION
<input type="checkbox"/> REAL ESTATE PROPERTY TAX	<input type="checkbox"/> OTHER EDUCATION EXPENSES
PAYMENT TYPES FOR GPISF ASSESSMENT (NOT ALL PAYMENT TYPES ARE SUPPORTED FOR ALL PROGRAMS)(CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENT):	
<input checked="" type="checkbox"/> CREDIT – (CHECK ALL THAT APPLY):	
<input checked="" type="checkbox"/> VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399	
<input checked="" type="checkbox"/> MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399, 9402	
<input checked="" type="checkbox"/> DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)	
<input checked="" type="checkbox"/> AMERICAN EXPRESS PS – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9311, 9399, 9222	
<input checked="" type="checkbox"/> SIGNATURE DEBIT – (CHECK ALL THAT APPLY)	
<input checked="" type="checkbox"/> VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399	
<input checked="" type="checkbox"/> MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399, 9402	
<input checked="" type="checkbox"/> DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)	
<input type="checkbox"/> ACH (VIA ELECTRONIC CHECK SERVICES)	
ELAVON PRODUCT SUPPORTING GPISF ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):	
<input checked="" type="checkbox"/> SERVICE FEE TERMINAL	
<input type="checkbox"/> COMPANY PROPRIETARY SOLUTION OR SERVICE PROVIDER	
<input type="checkbox"/> SAFE-T SERVICES (ADDITIONAL ENROLLMENT FORM REQUIRED)	
<input type="checkbox"/> OTHER:	
GPISF PRICING:	
CREDIT CARD SERVICE FEE:	3 % OR \$
SIGNATURE DEBIT SERVICE FEE:	3 % OR \$
ACH (VIA ELECTRONIC CHECK SERVICES):	\$
IMPLEMENTATION FEE (IF APPLICABLE):	\$

⁵ "Elavon-Managed" Service Fee means that Elavon establishes the amount of the GPISF, and Elavon charges and retains the GPISF in lieu of Company's obligation to pay Elavon the per transaction fees and Safe-T Services fees (if Safe-T is chosen above) for GPISF Transactions.

SUBSTITUTE FORM W-9			
<input checked="" type="checkbox"/> GOVERNMENT <input type="checkbox"/> NON-PROFIT CHARITABLE OR SOCIAL (INCLUDE DOCUMENTS THAT SUPPORT TAX EXEMPT STATUS) <input type="checkbox"/> OTHER			
◆ LEGAL BUSINESS NAME* : CITY OF BERKELEY			
*NAME (OF BUSINESS) AS SHOWN ON YOUR BUSINESS INCOME TAX RETURNS. FOR SOLE PROPRIETORS, THIS SHOULD ALWAYS BE THE OWNER'S NAME.			
◆ LEGAL BUSINESS ADDRESS (NO PO BOX): 8425 AIRPORT ROAD			▶ TIN (EMPLOYER ID #): 43-6000227
◆ CITY: BERKELEY	◆ STATE: MO	◆ ZIP CODE: 63134	OR ▶ TIN (SOCIAL SECURITY #):
5 COMPANY REPRESENTATIONS AND CERTIFICATIONS			
<p>Company Representations and Certifications. By signing below, the applicant company ("Company") and its representative(s) represent and warrant to Elavon, Inc. ("Elavon" or "member" as applicable), with offices at 7300 Chapman Highway, Knoxville, TN 37920 (collectively, "we" or "us") that (i) all information provided in this company application ("Company Application") is true and complete and properly reflects the business and financial condition of Company; and (ii) the persons signing this Company Application are duly authorized to bind Company to all provisions of this Company Application and the Agreement. The signature by an authorized representative of Company on the Company Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Company's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Company Application, the Terms of Service ("TOS"), the Addendum to the Terms of Service for Government/Institutional Companies attached hereto, and the Operating Guide incorporated herein by this reference and located at our website at https://www.merchantconnect.com/CWRWeb/pdf/TOS_ENG.pdf and https://www.merchantconnect.com/CWRWeb/pdf/OPERATING GUIDE_ENG.pdf, respectively. If you are accepting electronic payments through Transend Pay you also agree to the Terms and Conditions set out under the Resources tab at www.elavon.com/transendpay, and as subsequently amended in the Operating Guide in the Transend Pay Services Chapter. If Company does not have access to view the TOS or Operating Guide at our website please contact our customer service center. Notwithstanding any such non-receipt of the TOS or Operating Guide, Company agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Company Application, have the same meaning ascribed to them in the TOS and Operating Guide.</p> <p>Company must obtain an Authorization Code via electronic terminal or similar device before completing any transaction. Company understands that an AUTHORIZATION CODE IS NOT A GUARANTEE OF ACCEPTANCE OR PAYMENT OF A TRANSACTION. RECEIPT OF AN AUTHORIZATION CODE DOES NOT MEAN THAT COMPANY WILL NOT RECEIVE A CHARGEBACK FOR THAT TRANSACTION.</p> <p>Company and its representative(s) authorize us prior to our acceptance of this Company Application and from time to time thereafter, to investigate the business history and background of Company and to obtain credit reports or other background investigation reports on Company that we consider necessary to review the acceptance and continuation of this Company Application. Company also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.</p> <p>IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. 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 person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you.</p> <p>This Company Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Company Application. Delivery of executed counterparts of this Company Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Company Application shall constitute a signed original.</p> <p>All companies must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS"). Elavon requires Level 4 companies (determined based on Transaction volume) to validate PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval. Any company that has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, will be charged a monthly non-compliance fee of \$59.99 until Elavon is provided with validation of PCI DSS compliance. Company may be eligible for Data Breach Financial Assistance Coverage following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview for assistance details and conditions.</p> <p><u>American Express Acceptance Program (Acceptance Program).</u> If Company has elected to accept American Express® Transactions (as indicated in the Card Acceptance section of this Company Application), in addition to all other terms of this Agreement, Company agrees to the Acceptance Program terms of the TOS. By signing below or by accepting a Transaction initiated with an American Express® Payment Device, Company expressly authorizes Elavon to submit American Express® Transactions to, and to receive settlement funds from, American Express on Company's behalf. Company further authorizes Elavon to provide Company's contact information to American Express, and Company agrees that American Express may use and share such contact information for its business purposes and as permitted by applicable Laws, including to communicate with Company regarding products, services, and resources available to Company's business. American Express's use of the email address and mobile phone number provided above is subject to the consent to such use as indicated in Section 1 of this Company Application. Consent to American Express's use of contact information for such communications may be withdrawn at any time by contacting our customer service center. Even if consent is withdrawn, Company may still receive messages related to important information about Company's account from American Express. Company or Elavon may terminate Company's acceptance of American Express® Payment Devices at any time, with or without cause, without affecting Company's rights and obligations pursuant to the remainder of this Agreement. Company acknowledges that, if at any time Company is no longer qualified to participate in the Acceptance Program, Company may be enrolled in the standard American Express® card acceptance program, which may have different terms and conditions than the Acceptance Program, and Company's acceptance of American Express® Payment Devices pursuant to this Agreement will be terminated. Company acknowledges that American Express is an intended third-party beneficiary of this Agreement, solely with respect to the terms and conditions applicable to Company's acceptance of American Express® Payment Devices, and that American Express has the right to enforce such terms and conditions directly against Company.</p> <p>A PIN Debit Enablement Service Fee will be collected for any Interchange and Assessment savings generated through PIN Debit routing on your monthly PIN Debit transactions for Interchange Plus customers only. This monthly fee will be calculated from your actual PIN Debit transaction volume and will be a percentage of your overall PIN Debit cost savings. The PIN Debit Enablement Service Fee collected and the Interchange and Assessment savings will be reflected on your monthly statement.</p>			
◆ SIGNATURE: X	◆ PRINTED NAME: Theodore Hoskins	◆ TITLE: Mayor	◆ DATE:
SIGNATURE: X	PRINTED NAME: Debra M. Irvin	TITLE: City Manager	DATE:
SUBMITTED BY (INTERNAL USE ONLY)			
To the best of my knowledge, I certify that the information provided in this Company Application was provided by the Company and is true, complete and accurate. I further certify that the signatures were provided by the Company's authorized representative.			
SALES REP SIGNATURE: X	◆ PRINTED NAME: Craig Peterson	◆ REP ID #: 33496	◆ DATE:
◆ REP PHONE #: (614)356-0684	◆ REP EMAIL: craig.peterson@elavon.com		USA-GOV-ELV-0319

NEW APPLICATION - GOVERNMENT / INSTITUTIONAL

1	COMPANY INFORMATION				
◆ DBA NAME: CITY OF BERKELEY - IMDS					
CONTACT NAME: KEIDRA KING					
◆ DBA ADDRESS TYPE: Business ◆ DBA ADDRESS1 (NO PO BOX): 8425 AIRPORT ROAD					
DBA ADDRESS 2:					
◆ CITY: BERKELEY			◆ STATE MO		◆ ZIP CODE: 63134
◆ DBA PHONE #: (314)524-3313				DBA FAX #: (314)264-20	
DATE FOUNDED: 1937				MOBILE PHONE #: 3144003720	
◆ EMAIL ADDRESS: KING@CI.BERKELEY.MO.US					
CIP EXEMPTION: US State Local Govt/ Education					
2	OTHER ADDRESS (IF DIFFERENT THAN ABOVE)				
<input type="checkbox"/> MAILING <input type="checkbox"/> SHIPPING <input type="checkbox"/> SEE ALSO SPECIAL INSTRUCTIONS (MORE THAN ONE OPTION MAY BE SELECTED)					
LOCATION NAME:				PHONE #:	
CONTACT:				FAX #:	
ADDRESS:		CITY:		STATE:	ZIP CODE:
STATEMENTS/ RETRIEVALS /CHARGEBACKS					
STATEMENTS: <input type="checkbox"/> DBA OR <input type="checkbox"/> MAILING OR <input type="checkbox"/> W-9			AUTO SEND: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (CHAIN COMPANIES ONLY – MUST INCLUDE CHAIN SET UP FORM)		
RETRIEVALS: <input type="checkbox"/> ONLINE CASE MANAGEMENT (OCM) <u>OR</u> EMAIL To: KING@CI.BERKELEY.MO.US <u>OR</u> FAX To: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING <u>OR</u> MAIL To: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING					
CHARGEBACKS: <input type="checkbox"/> ONLINE CASE MANAGEMENT (OCM) <u>OR</u> EMAIL To: KING@CI.BERKELEY.MO.US <u>OR</u> FAX To: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING <u>OR</u> MAIL To: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING					
3	CONTACT INFORMATION (AUTHORIZED REP)				
◆ <input type="checkbox"/> OFFICER <input type="checkbox"/> MANAGER <input type="checkbox"/> AUTHORIZED REPRESENTATIVE <input type="checkbox"/> OTHER: _____					
◆ FIRST NAME: KEIDRA			MN: L	◆ LAST NAME: KING	
◆ TITLE: FINANCE DIRECTOR			◆ US PERSON: Yes		
▶ CONTACT ADDRESS (NO PO BOX): 8425 AIRPORT ROAD				▶ ADDRESS TYPE:	
▶ CITY: BERKELEY			▶ STATE: MO	▶ ZIP CODE: 63134	
▶ DOB:			CONTACT PHONE #: (314)400-3720		
INDIVIDUAL ID EXEMPTION CLASS: GOVERNMENT <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input checked="" type="checkbox"/> LOCAL (POLITICAL SUBDIVISION OF A US STATE)					
OTHER COMPANY INFORMATION					
◆ AVERAGE SALE AMOUNT: \$ 136.00			<input checked="" type="checkbox"/> CARD PRESENT 100% OMNI COMMERCE (MUST TOTAL 100%) <input type="checkbox"/> CARD NOT PRESENT 100% CARD PRESENT _____ % <input type="checkbox"/> INTERNET 100% CARD NOT PRESENT* _____ % <input type="checkbox"/> OMNI COMMERCE INTERNET * _____ %		
◆ HIGH SALE AMOUNT: \$ 300.00					
◆ NUMBER OF HIGH SALES TRANSACTIONS ANNUALLY: 12					
◆ TOTAL MONTHLY VISA/MC/AMEX/DISC/UNIONPAY SALES: \$ 10000					
◆ ANNUAL TOTAL REVENUE: (CASH, CHECK, CARD) \$ 13,800,000			▶ INTERNET : PRODUCT WEBSITE:		
◆ INDUSTRY TYPE: Retail			▶ INTERNET: "CONTACT US" EMAIL: *CUSTOMER SERVICE PHONE # AND PREVIOUS PROCESSOR REQUIRED BELOW ▶ CUSTOMER SERVICE PHONE #: ▶ PREVIOUS PROCESSOR: Elavon		
◆ DESCRIPTION OF PRODUCT/SERVICES OFFERED: GOVERNMENT FEES					
SPECIAL PROGRAM MCC ONLY:					
WHEN DOES THE CUSTOMER RECEIVE THE PRODUCT OR SERVICE? IF NOT SAME DAY, _____ # OF DAYS (INCLUDE SHIPPING TIME FRAME)					
IF SEASONAL, PLEASE CHECK MONTHS CLOSED BELOW. (CUSTOMER MUST CONTACT CUSTOMER SERVICE TO DEACTIVATE AND REACTIVATE ACCOUNT)					
<input type="checkbox"/> JANUARY	<input type="checkbox"/> FEBRUARY	<input type="checkbox"/> MARCH	<input type="checkbox"/> APRIL	<input type="checkbox"/> MAY	<input type="checkbox"/> JUNE
<input type="checkbox"/> JULY	<input type="checkbox"/> AUGUST	<input type="checkbox"/> SEPTEMBER	<input type="checkbox"/> OCTOBER	<input type="checkbox"/> NOVEMBER	<input type="checkbox"/> DECEMBER
BANK ACCOUNT (CHECKING ACCOUNTS ONLY)					
◆ DEPOSIT BANK NAME: SIMMONS BANK		◆ ABA/ROUTING #:		◆ DDA ACCOUNT #:	
BILLING/CHARGEBACK BANK NAME (IF DIFFERENT):		ABA/ROUTING #:		DDA ACCOUNT #:	
CHARGEBACK BANK NAME (IF DIFFERENT THAN BILLING):		ABA/ROUTING #:		DDA ACCOUNT #:	
<input type="checkbox"/> FAST TRACK FUNDING MONTHLY FEE \$			TAPE ID (OPT):		

CARD ACCEPTANCE (PLEASE CHECK EACH CARD YOU WISH TO ACCEPT.)										PRICING CATEGORY			
<input type="checkbox"/> ALL VISA/MASTERCARD/AMEX/UNIONPAY/ DISCOVER(JCB, DI, PAY PAL PAYMENT DEVICE)/ WITH PIN DEBIT <input checked="" type="checkbox"/> ALL VISA/MASTERCARD/AMEX/UNIONPAY/ DISCOVER(JCB, DI, PAY PAL PAYMENT DEVICE) <input checked="" type="checkbox"/> VISA CREDIT <input checked="" type="checkbox"/> VISA DEBIT <input checked="" type="checkbox"/> MC CREDIT <input checked="" type="checkbox"/> MC DEBIT <input checked="" type="checkbox"/> DISCOVER (JCB, D ,PAY PAL PAYMENT DEVICE) <input type="checkbox"/> UNIONPAY <input type="checkbox"/> AMEX <input type="checkbox"/> PIN DEBIT										<input checked="" type="checkbox"/> RETAIL <input type="checkbox"/> MO/TO / INTERNET <input type="checkbox"/> RESTAURANT <input type="checkbox"/> ARU <input type="checkbox"/> LODGING <input type="checkbox"/> OMNI COMMERCE <input type="checkbox"/> SUPERMARKET (TIERED & EICP ONLY)			
PRICING INFORMATION								FEES					
PRICING PROGRAM: 0229 (FIXED ONLY)		VISA/MASTERCARD/UNIONPAY/ DISCOVER CARDS (JCB, DI,PAY PAL PAY DEVICE**)		AMERICAN EXPRESS OPT BLUE		PIN DEBIT***		APPLICATION		\$			
		RATE*	PER ITEM*	RATE	PER ITEM	RATE	PER ITEM	INSTALLATION/TRAINING		\$			
TIERED	QUALIFIED		%	\$	%	\$	%	\$	REPORTING & SUPPORT PACKAGE (PER MONTH)		\$		
	MID QUALIFIED		%	\$	%	\$			MONTHLY MINIMUM		\$		
	NON QUALIFIED		%	\$	%	\$			CHARGEBACK (PER OCCURRENCE)		\$25		
	OPT. <input type="checkbox"/> CHECK CARD <input type="checkbox"/> SPRMKT <input type="checkbox"/> QPS/SMALL TKT								RETURN ITEM/NSF (PER OCCURRENCE)		\$20		
	OPT. REWARDS		%	\$					STATEMENT: <input checked="" type="checkbox"/> ELECTRONIC OR <input type="checkbox"/> PAPER MONTHLY STATEMENT MAILING(PAPER STATEMENTS ONLY)		\$10		
	OPT. COMMERCIAL CARD		%	\$					RUSH SHIPMENT		\$		
INTERCHANGE PLUS			%	\$	%	\$	%	\$	VERIZON DATA PLAN (PER DEVICE): (PER MONTH)		\$		
PIN DEBIT ENABLEMENT SERVICE FEE									\$	VERIZON DATA PLAN OVERAGE (PER MB)			
ENHANCED IC PLUS	CHECK CARD QUALIFIED		%	\$					OTHER:		\$		
	QUALIFIED		%	\$	%	\$	%	\$					
	REWARDS QUALIFIED		%	\$			AUTHORIZATIONS						
	MID QUALIFIED		%	\$	%	\$	VISA (PER AUTH)		\$	VOICE - ARU (PER AUTH)		\$0.85	
	COMMERCIAL NON QUALIFIED		%	\$			MASTERCARD (PER AUTH)		\$	VOICE OPERATOR (PER AUTH)		\$0.85	
	NON QUALIFIED		%	\$	%	\$	DISCOVER (PER AUTH)		\$	VOICE - AVS (PER AUTH)		\$0.85	
FIXED - PRICING PGM:			%	\$	%	\$	UNIONPAY (PER AUTH)		\$	VOICE BANK REF (PER AUTH)		\$0.85	
<small>*RATES ARE FOR ALL CARD ACCEPTANCE TYPES SELECTED. ALL CARD BRAND ASSESSMENTS WILL BE PASSED THROUGH AT COST. **PAYPAL ACCEPTANCE AND RATES ARE BASED ON CARD PRESENT TRANSACTIONS ONLY. ***PIN DEBIT RATE WILL BE OPTIMIZED AVAILABLE RATE</small>							AMEX OPT BLUE (PER AUTH)		\$				
PCI SECURITY PROGRAM/SAFE-T PACKAGE							AMEX PUBLIC SECTOR (TPSP)(PER AUTH)		\$	DIAL COMMUNICATION (PER AUTH)		\$0.024	
SECURITY PROGRAM (PER MONTH): ▶SafeT Silver								\$	PIN DEBIT (PER AUTH)		\$		
SOLUTION PACKAGE													
▶ (PER MONTH. PLUS TAXES, IF APPLICABLE)						\$							
OTHER CARD TYPES EXISTING													
AMEX SE # (10 DIGITS):				PER AUTH: \$				EBT SE # (7 DIGITS):		PER AUTH: \$			
AMERICAN EXPRESS PUBLIC SECTOR (TPSP)													
<input type="checkbox"/> COMPANY IS ELIGIBLE FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP) AND ACCEPTS <input type="checkbox"/> COMPANY IS ELIGIBLE FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP) BUT DECLINES ACCEPTANCE													
INDUSTRY TYPE:													
PRICING INFORMATION FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP)													
TIERED	RATE	PER ITEM	ENHANCED ICPLUS	RATE	PER ITEM								
QUALIFIED	%	\$	QUALIFIED	%	\$								
MID QUALIFIED	%	\$	MID QUALIFIED	%	\$								
NON QUALIFIED	%	\$	NON QUALIFIED	%	\$								
INTERCHANGE PLUS		%	\$										

POINT OF SALE (EQUIPMENT OR SOFTWARE)												
NETWORK: <input checked="" type="checkbox"/> ELAVON <input type="checkbox"/> OTHER							<input type="checkbox"/> A THIRD PARTY INTEGRATOR WILL BE USED FOR IMPLEMENTATION:					
VAR SERVICE PROVIDER (HOSTED):				VAR (DISTRIBUTED):			VENDOR:		PRODUCT:		VERSION:	
# OF TIDS:				TID TYPE (OMNI ONLY):			# OF TIDS:		TID TYPE (OMNI ONLY):			
							PURCHASE/SETUP		LEASE**		SOFTWARE/WIRELESS	
QTY	POS DESCRIPTION	ITEM CODE	TID TYPE <small>OMNI ONLY</small>	TERMINAL ENCRYPT	OWNS	REPROG FEE PER UNIT	PRICE PER UNIT	TERM MONTHLY	MONTHLY RATE PER UNIT	ANNUAL FEE PER UNIT	MONTHLY FEE PER UNIT	PER AUTH FEE
1	VX520	VX520		<input type="checkbox"/>	<input type="checkbox"/>	\$	\$399		\$	\$	\$	\$
				<input type="checkbox"/>	<input type="checkbox"/>	\$	\$		\$	\$	\$	\$
				<input type="checkbox"/>	<input type="checkbox"/>	\$	\$		\$	\$	\$	\$
				<input type="checkbox"/>	<input type="checkbox"/>	\$	\$		\$	\$	\$	\$
				<input type="checkbox"/>	<input type="checkbox"/>	\$	\$		\$	\$	\$	\$
				<input type="checkbox"/>	<input type="checkbox"/>	\$	\$		\$	\$	\$	\$
				<input type="checkbox"/>	<input type="checkbox"/>	\$	\$		\$	\$	\$	\$
**PLEASE NOTE THAT ALL LEASES MUST COMPLETE THE SECTION IMMEDIATELY BELOW. INITIALS ARE REQUIRED.							ALL APPLICABLE STATE AND LOCAL TAXES WILL BE APPLIED. <input type="checkbox"/> SALES TAX EXEMPT					
<small>Elavon and Member have no responsibility for, and shall have no liability to Company in connection with, any hardware or software, or any related services. Company receives under a direct agreement (including any sale, warranty or end-user license agreement) between Company and a third party, including any Value Added Services, even if Elavon collects fees or other amounts from Company with respect to such hardware, software or services.</small>												
ADDITIONAL POS SERVICES:		DESCRIPTION					SETUP FEE	ANNUAL FEE	MONTHLY FEE	PER AUTH FEE		
							\$	\$	\$	\$		
							\$	\$	\$	\$		
TERMINAL PROGRAMING INSTRUCTIONS (DO NOT USE FOR CONVERGE – THIS INFORMATION IS COVERED DURING TRAINING)												
<input checked="" type="checkbox"/> RETAIL (AUTO CLOSE DEFAULT) <input type="checkbox"/> QUICK CLOSE <input type="checkbox"/> STORE AND FORWARD <input type="checkbox"/> NO SIGNATURE <input type="checkbox"/> CONTACTLESS (+ NO SIGNATURE)												
<input type="checkbox"/> RESTAURANT (QUICK CLOSE DEFAULT) <input type="checkbox"/> TIP FUNCTION (DEFAULT) <input type="checkbox"/> FINE DINING <input type="checkbox"/> TAB FUNCTION												
<input type="checkbox"/> CARD NOT PRESENT (AUTO CLOSE DEFAULT) <input type="checkbox"/> QUICK CLOSE												
<input type="checkbox"/> LODGING (QUICK CLOSE DEFAULT) <input type="checkbox"/> QUICK STAY												
CUSTOM PROMPTS: <input type="checkbox"/> TERMINAL AUTO CLOSE (RTL, MOTO) <input type="checkbox"/> TIME ZONE <input type="checkbox"/> CASH BACK PIN DEBIT (RTL): \$ (MAX) <input type="checkbox"/> CUSTOM FOOTER:												
<input type="checkbox"/> NO TIP (REST) <input type="checkbox"/> NO SERVER PROMPT (REST) <input type="checkbox"/> CLERK PROMPT (RTL) <input type="checkbox"/> TIP FUNCTION WAITER (RTL) <input type="checkbox"/> TIP FUNCTION CASHIER (RTL)												
COMMUNICATION METHOD (IP DEFAULT): <input type="checkbox"/> DIAL				TRAINING (DEFAULT = TRAINING REQUIRED): <input type="checkbox"/> NO TRAINING				PHONE INFORMATION: ACCESS #:				
4 X _____ I understand that I am entering into a _____-month commercial equipment lease for credit-card processing equipment. I understand this is a NON-CANCELLABLE commercial equipment lease and that I will be required to make monthly payments of \$ _____ under this lease for the entire _____-month term, regardless of any representations made by the Sales Representative. Under a _____-month term with a monthly payments of \$ _____, I understand the approximate total cost of the equipment lease to be \$ _____. I also realize that I will have to pay applicable sales tax every month and, if I do not provide evidence of insurance, I will be charged an additional \$4.95monthly to cover equipment. I understand the equipment lease may be more expensive than purchasing the same equipment outright, and that I have had an opportunity to research the cost to purchase the same equipment outright. As an alternative to a lease, I understand I may purchase the equipment outright at the time of the lease application for the amount of \$ _____. Finally, I understand that I will be personally responsible for making payments under this lease and that any failure to pay all amounts when due may result in additional charges, potential damage to my credit rating, and/or legal action against me to collect both past and future payments owed under the lease. The end of lease residual value is \$ _____ plus taxes if applicable.												
Company hereby authorizes Elavon, through its Ladco Leasing division ("Lessor"), to automatically withdraw Company's monthly lease payments and any amounts, including any and all taxes or other charges, owed in accordance with the lease, as applicable, by initiating debit entries to Company's account at the financial institution ("Bank") indicated hereon or such other financial institution used by Company from time to time. A lease payment (whether paid by debit or other means) that is not honored by Bank for any reason will be subject to a returned item service fee imposed by Lessor. Upon completion of the lease term, this authorization shall remain in effect until Lessor has received written notice from Company of its termination.												
BANK NAME:				ABA/ROUTING #:				DDA ACCOUNT #:				
ELECTRONIC CHECK SERVICE												
ANNUAL CHECK VOLUME: \$				AVERAGE CHECK AMOUNT: \$				MAXIMUM CHECK AMOUNT: \$		ECS MONTHLY MINIMUM: \$		
ECS – PAPER CHECK CONVERSION												
PROCESSING OPTIONS:		<input type="checkbox"/> CONVERSION WITH GUARANTEE		GUARANTEE RATE: %		PER TRANSACTION: \$						
<input type="checkbox"/> POP (POS IMAGE)		<input type="checkbox"/> CONVERSION W/ VERIFICATION OR		PER TRANSACTION: \$		PER RETURN TRANSACTION: \$		<input type="checkbox"/>				
<input type="checkbox"/> ARC (POS IMAGE)		<input type="checkbox"/> CONVERSION ONLY		COLLECTIONS								
<input type="checkbox"/> BOC												
ACH CHECK – CHECK NOT PRESENT (CNP)												
PROCESSING OPTIONS:						<input type="checkbox"/> ACH-ECHECK WITH VERIFICATION			PER TRANSACTION: \$0			
<input type="checkbox"/> CONCURRENT ENROLLMENT (INCLUDES: WEB, TEL, PPD AND CCD) = XNP												
INDIVIDUAL ENROLLMENT - CHOOSE ONE (ONE PER MID)												
<input type="checkbox"/> WEB – INTERNET INITIATED		<input type="checkbox"/> PPD – PREARRANGED PAYMENT							PER RETURN TRANSACTION: \$			
<input type="checkbox"/> TEL/IVR – TELEPHONE INITIATED		<input type="checkbox"/> CCD – CORPORATE TO CORPORATE							PER TRANSACTION: \$			
CONVERGE SETUPS WILL BE CONCURRENTLY ENROLLED IN ALL PRODUCT TYPES = XNP						<input type="checkbox"/> ACH – ECHECK CONVERSION ONLY			PER RETURN TRANSACTION: \$			
OTHER ECS CHECK CONVERSION SERVICE REQUESTS												
<input type="checkbox"/> PROMPTS FOR DRIVER'S LICENSE (IF NOT SELECTED, INFORMATION MUST BE OBTAINED ON CHECK FOR GUARANTEE SERVICE)				<input type="checkbox"/> NSF SERVICE FEE PROCESSING @ \$2 PER NSF ITEM. NOT APPLICABLE FOR GUARANTEE SERVICE								
				NSF SERVICE FEE AMOUNT: <input type="checkbox"/> MAX ALLOWED OR <input type="checkbox"/> SPECIFIED SERVICE FEE AMOUNT \$_____ (STATE MAX IS DEFAULT)								
				ACH ECHECK NSF SERVICE FEE AMOUNT: <input type="checkbox"/> \$15 (DEFAULT) OR <input type="checkbox"/> SPECIFIED SERVICE FEE AMOUNT \$_____								
<input type="checkbox"/> ENQUIRE REPORTING ACCESS: # OF USERS: @ \$29.95 EACH PER				SPECIFY NSF RESUBMISSION ATTEMPTS: <input type="checkbox"/> 0 OR <input type="checkbox"/> 1 (2 IS THE DEFAULT)								
ACH – ECHECK QUESTIONNAIRE												
1. WHAT TYPES OF PAYMENTS WILL YOU ACCEPT USING ACH-ECHECK (E.G., UTILITY BILL PAYMENTS, MONTHLY RENT PAYMENTS, MONTHLY BILLING FOR GENERAL SERVICES)?												
2. WILL YOU OBTAIN AUTHORIZATION FROM YOUR CUSTOMERS PRIOR TO ACCEPTING AN ACH ENTRY IN ACCORDANCE WITH THE ECS OPERATING GUIDE (E.G., ORALLY VIA TELEPHONE FOR TEL/IVR, OR IN WRITING FOR PPD)? <input type="checkbox"/> Yes <input type="checkbox"/> No												
3. WILL YOU VERIFY AND AUTHENTICATE THE IDENTITY OF YOUR CUSTOMERS IN ACCORDANCE WITH THE ECS OPERATING GUIDE PRIOR TO INITIATING ACH ENTRIES FOR THOSE CUSTOMERS (E.G., BY OBTAINING A CUSTOMER'S NAME, ADDRESS AND TELEPHONE NUMBER OR USING A DATABASE TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED BY CUSTOMER)? <input type="checkbox"/> Yes <input type="checkbox"/> No												
4. WILL YOU OFFER ACH-ECHECK TO EXISTING OR NEW CUSTOMERS? <input type="checkbox"/> EXISTING <input type="checkbox"/> NEW												
5. WILL YOU MAINTAIN AND DISCLOSE TO YOUR CUSTOMERS PROCEDURES FOR CANCELLING AN AUTHORIZATION? <input type="checkbox"/> Yes <input type="checkbox"/> No												
6. WILL YOU ENSURE THAT INFORMATION REGARDING EACH TRANSACTION AUTHORIZATION ENTERED BY A CUSTOMER AND/OR YOUR SERVICE REPRESENTATIVE IS ACCURATE AND NOT A DUPLICATE TRANSACTION? <input type="checkbox"/> Yes <input type="checkbox"/> No												

[illegible]

⁵ "Elavon-Managed" Service Fee means that Elavon establishes the amount of the GPISF, and Elavon charges and retains the GPISF in lieu of Company's obligation to pay Elavon the per transaction fees and Safe-T Services fees (if Safe-T is chosen above) for GPISF Transactions.

SUBSTITUTE FORM W-9			
<input checked="" type="checkbox"/> GOVERNMENT <input type="checkbox"/> NON-PROFIT CHARITABLE OR SOCIAL (INCLUDE DOCUMENTS THAT SUPPORT TAX EXEMPT STATUS) <input type="checkbox"/> OTHER			
◆ LEGAL BUSINESS NAME* : CITY OF BERKELEY			
*NAME (OF BUSINESS) AS SHOWN ON YOUR BUSINESS INCOME TAX RETURNS. FOR SOLE PROPRIETORS, THIS SHOULD ALWAYS BE THE OWNER'S NAME.			
◆ LEGAL BUSINESS ADDRESS (NO PO BOX): 8425 AIRPORT ROAD			▶ TIN (EMPLOYER ID #): 43-6000227
◆ CITY: BERKELEY	◆ STATE: MO	◆ ZIP CODE: 63134	OR ▶ TIN (SOCIAL SECURITY #):
<div style="display: flex; align-items: center;"> <div style="background-color: #0056b3; color: white; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-right: 5px; font-weight: bold; font-size: 1.2em;">5</div> <div> COMPANY REPRESENTATIONS AND CERTIFICATIONS <p style="font-size: x-small; margin: 0;">Company Representations and Certifications. By signing below, the applicant company ("Company") and its representative(s) represent and warrant to Elavon, Inc. ("Elavon" or "member" as applicable), with offices at 7300 Chapman Highway, Knoxville, TN 37920 (collectively, "we" or "us") that (i) all information provided in this company application ("Company Application") is true and complete and properly reflects the business and financial condition of Company; and (ii) the persons signing this Company Application are duly authorized to bind Company to all provisions of this Company Application and the Agreement. The signature by an authorized representative of Company on the Company Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Company's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Company Application, the Terms of Service ("TOS"), the Addendum to the Terms of Service for Government/Institutional Companies attached hereto, and the Operating Guide incorporated herein by this reference and located at our website at https://www.merchantconnect.com/CWRWeb/pdf/TOS_ENG.pdf and https://www.merchantconnect.com/CWRWeb/pdf/OPERATING GUIDE_ENG.pdf, respectively. If you are accepting electronic payments through Transend Pay you also agree to the Terms and Conditions set out under the Resources tab at www.elavon.com/transendpay, and as subsequently amended in the Operating Guide in the Transend Pay Services Chapter. If Company does not have access to view the TOS or Operating Guide at our website please contact our customer service center. Notwithstanding any such non-receipt of the TOS or Operating Guide, Company agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Company Application, have the same meaning ascribed to them in the TOS and Operating Guide.</p> <p style="font-size: x-small; margin: 0;">Company must obtain an Authorization Code via electronic terminal or similar device before completing any transaction. Company understands that an AUTHORIZATION CODE IS NOT A GUARANTEE OF ACCEPTANCE OR PAYMENT OF A TRANSACTION. RECEIPT OF AN AUTHORIZATION CODE DOES NOT MEAN THAT COMPANY WILL NOT RECEIVE A CHARGEBACK FOR THAT TRANSACTION.</p> <p style="font-size: x-small; margin: 0;">Company and its representative(s) authorize us prior to our acceptance of this Company Application and from time to time thereafter, to investigate the business history and background of Company and to obtain credit reports or other background investigation reports on Company that we consider necessary to review the acceptance and continuation of this Company Application. Company also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.</p> <p style="font-size: x-small; margin: 0;">IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. 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 person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you.</p> <p style="font-size: x-small; margin: 0;">This Company Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Company Application. Delivery of executed counterparts of this Company Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Company Application shall constitute a signed original.</p> <p style="font-size: x-small; margin: 0;">All companies must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS"). Elavon requires Level 4 companies (determined based on Transaction volume) to validate PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval. Any company that has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, will be charged a monthly non-compliance fee of \$59.99 until Elavon is provided with validation of PCI DSS compliance. Company may be eligible for Data Breach Financial Assistance Coverage following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview for assistance details and conditions.</p> <p style="font-size: x-small; margin: 0;"><u>American Express Acceptance Program (Acceptance Program).</u> If Company has elected to accept American Express® Transactions (as indicated in the Card Acceptance section of this Company Application), in addition to all other terms of this Agreement, Company agrees to the Acceptance Program terms of the TOS. By signing below or by accepting a Transaction initiated with an American Express® Payment Device, Company expressly authorizes Elavon to submit American Express® Transactions to, and to receive settlement funds from, American Express on Company's behalf. Company further authorizes Elavon to provide Company's contact information to American Express, and Company agrees that American Express may use and share such contact information for its business purposes and as permitted by applicable Laws, including to communicate with Company regarding products, services, and resources available to Company's business. American Express's use of the email address and mobile phone number provided above is subject to the consent to such use as indicated in Section 1 of this Company Application. Consent to American Express's use of contact information for such communications may be withdrawn at any time by contacting our customer service center. Even if consent is withdrawn, Company may still receive messages related to important information about Company's account from American Express. Company or Elavon may terminate Company's acceptance of American Express® Payment Devices at any time, with or without cause, without affecting Company's rights and obligations pursuant to the remainder of this Agreement. Company acknowledges that, if at any time Company is no longer qualified to participate in the Acceptance Program, Company may be enrolled in the standard American Express® card acceptance program, which may have different terms and conditions than the Acceptance Program, and Company's acceptance of American Express® Payment Devices pursuant to this Agreement will be terminated. Company acknowledges that American Express is an intended third-party beneficiary of this Agreement, solely with respect to the terms and conditions applicable to Company's acceptance of American Express® Payment Devices, and that American Express has the right to enforce such terms and conditions directly against Company.</p> <p style="font-size: x-small; margin: 0;">A PIN Debit Enablement Service Fee will be collected for any Interchange and Assessment savings generated through PIN Debit routing on your monthly PIN Debit transactions for Interchange Plus customers only. This monthly fee will be calculated from your actual PIN Debit transaction volume and will be a percentage of your overall PIN Debit cost savings. The PIN Debit Enablement Service Fee collected and the Interchange and Assessment savings will be reflected on your monthly statement.</p> </div> </div>			
◆ SIGNATURE: X	◆ PRINTED NAME: Keidra L. King		◆ TITLE: Finance Director
SIGNATURE: X	PRINTED NAME:		TITLE:
SUBMITTED BY (INTERNAL USE ONLY)			
To the best of my knowledge, I certify that the information provided in this Company Application was provided by the Company and is true, complete and accurate. I further certify that the signatures were provided by the Company's authorized representative.			
SALES REP SIGNATURE: X	◆ PRINTED NAME: Craig Peterson	◆ REP ID #: 33496	◆ DATE:
◆ REP PHONE #: (614)356-0684	◆ REP EMAIL: craig.peterson@elavon.com		USA-GOV-ELV-0319

NEW APPLICATION - GOVERNMENT / INSTITUTIONAL

1	COMPANY INFORMATION				
◆ DBA NAME: CITY OF BERKELEY - SMC					
CONTACT NAME: KEIDRA KING					
◆ DBA ADDRESS TYPE: Business ◆ DBA ADDRESS1 (NO PO BOX): 8425 AIRPORT ROAD					
DBA ADDRESS 2:					
◆ CITY: BERKELEY			◆ STATE: MO		◆ ZIP CODE: 63134
◆ DBA PHONE #: (314)524-3313				DBA FAX #: (314)264-20	
DATE FOUNDED: 1937				MOBILE PHONE #: 3144003720	
◆ EMAIL ADDRESS: KING@CI.BERKELEY.MO.US					
CIP EXEMPTION: US State Local Govt/ Education					
2	OTHER ADDRESS (IF DIFFERENT THAN ABOVE)				
<input type="checkbox"/> MAILING <input type="checkbox"/> SHIPPING <input type="checkbox"/> SEE ALSO SPECIAL INSTRUCTIONS (MORE THAN ONE OPTION MAY BE SELECTED)					
LOCATION NAME:				PHONE #:	
CONTACT:				FAX #:	
ADDRESS:		CITY:		STATE:	ZIP CODE:
STATEMENTS/ RETRIEVALS /CHARGEBACKS					
STATEMENTS: <input checked="" type="checkbox"/> DBA OR <input type="checkbox"/> MAILING OR <input type="checkbox"/> W-9			AUTO SEND: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (CHAIN COMPANIES ONLY – MUST INCLUDE CHAIN SET UP FORM)		
RETRIEVALS: <input type="checkbox"/> ONLINE CASE MANAGEMENT (OCM) OR EMAIL To: KING@CI.BERKELEY.MO.US OR FAX To: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR MAIL To: <input checked="" type="checkbox"/> DBA <input type="checkbox"/> MAILING					
CHARGEBACKS: <input type="checkbox"/> ONLINE CASE MANAGEMENT (OCM) OR EMAIL To: KING@CI.BERKELEY.MO.US OR FAX To: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR MAIL To: <input checked="" type="checkbox"/> DBA <input type="checkbox"/> MAILING					
3	CONTACT INFORMATION (AUTHORIZED REP)				
◆ <input type="checkbox"/> OFFICER <input checked="" type="checkbox"/> MANAGER <input type="checkbox"/> AUTHORIZED REPRESENTATIVE <input type="checkbox"/> OTHER: _____					
◆ FIRST NAME: Debra		MN: M.		◆ LAST NAME: Irvin	
◆ TITLE: City Manager		◆ US PERSON: Yes			
▶ CONTACT ADDRESS (NO PO BOX): 8425 AIRPORT ROAD				▶ ADDRESS TYPE: Business	
▶ CITY: BERKELEY		▶ STATE: MO		▶ ZIP CODE: 63134	
▶ DOB:		CONTACT PHONE #: (314)400-3705			
INDIVIDUAL ID EXEMPTION CLASS: GOVERNMENT <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input checked="" type="checkbox"/> LOCAL (POLITICAL SUBDIVISION OF A US STATE)					
OTHER COMPANY INFORMATION					
◆ AVERAGE SALE AMOUNT: \$ 136.00		<input checked="" type="checkbox"/> CARD PRESENT 100%		OMNI COMMERCE (MUST TOTAL 100%)	
◆ HIGH SALE AMOUNT: \$ 300.00		<input type="checkbox"/> CARD NOT PRESENT 100%		CARD PRESENT _____ %	
◆ NUMBER OF HIGH SALES TRANSACTIONS ANNUALLY: 12		<input type="checkbox"/> INTERNET 100%		CARD NOT PRESENT* _____ %	
◆ TOTAL MONTHLY VISA/MC/AMEX/DISC/UNIONPAY SALES: \$ 10000		<input type="checkbox"/> OMNI COMMERCE		INTERNET * _____ %	
◆ ANNUAL TOTAL REVENUE: (CASH, CHECK, CARD) \$ 13,800,000		▶ INTERNET : PRODUCT WEBSITE:			
◆ INDUSTRY TYPE: Retail		▶ INTERNET: "CONTACT US" EMAIL: *CUSTOMER SERVICE PHONE # AND PREVIOUS PROCESSOR REQUIRED BELOW ▶ CUSTOMER SERVICE PHONE #: ▶ PREVIOUS PROCESSOR: Elavon			
◆ DESCRIPTION OF PRODUCT/SERVICES OFFERED: GOVERNMENT FEES					
SPECIAL PROGRAM MCC ONLY:					
WHEN DOES THE CUSTOMER RECEIVE THE PRODUCT OR SERVICE? IF NOT SAME DAY, _____ # OF DAYS (INCLUDE SHIPPING TIME FRAME)					
IF SEASONAL, PLEASE CHECK MONTHS CLOSED BELOW. (CUSTOMER MUST CONTACT CUSTOMER SERVICE TO DEACTIVATE AND REACTIVATE ACCOUNT)					
<input type="checkbox"/> JANUARY	<input type="checkbox"/> FEBRUARY	<input type="checkbox"/> MARCH	<input type="checkbox"/> APRIL	<input type="checkbox"/> MAY	<input type="checkbox"/> JUNE
<input type="checkbox"/> JULY	<input type="checkbox"/> AUGUST	<input type="checkbox"/> SEPTEMBER	<input type="checkbox"/> OCTOBER	<input type="checkbox"/> NOVEMBER	<input type="checkbox"/> DECEMBER
BANK ACCOUNT (CHECKING ACCOUNTS ONLY)					
◆ DEPOSIT BANK NAME: SIMMONS BANK		◆ ABA/ROUTING #:		◆ DDA ACCOUNT #:	
BILLING/CHARGEBACK BANK NAME (IF DIFFERENT):		ABA/ROUTING #:		DDA ACCOUNT #:	
CHARGEBACK BANK NAME (IF DIFFERENT THAN BILLING):		ABA/ROUTING #:		DDA ACCOUNT #:	
<input type="checkbox"/> FAST TRACK FUNDING MONTHLY FEE \$		TAPE ID (OPT):			

CARD ACCEPTANCE (PLEASE CHECK EACH CARD YOU WISH TO ACCEPT.)										PRICING CATEGORY			
<input type="checkbox"/> ALL VISA/MASTERCARD/AMEX/UNIONPAY/ DISCOVER(JCB, DI, PAY PAL PAYMENT DEVICE)/ WITH PIN DEBIT <input checked="" type="checkbox"/> ALL VISA/MASTERCARD/AMEX/UNIONPAY/ DISCOVER(JCB, DI, PAY PAL PAYMENT DEVICE) <input checked="" type="checkbox"/> VISA CREDIT <input checked="" type="checkbox"/> VISA DEBIT <input checked="" type="checkbox"/> MC CREDIT <input checked="" type="checkbox"/> MC DEBIT <input checked="" type="checkbox"/> DISCOVER (JCB, D ,PAY PAL PAYMENT DEVICE) <input type="checkbox"/> UNIONPAY <input type="checkbox"/> AMEX <input type="checkbox"/> PIN DEBIT										<input checked="" type="checkbox"/> RETAIL <input type="checkbox"/> MO/TO / INTERNET <input type="checkbox"/> RESTAURANT <input type="checkbox"/> ARU <input type="checkbox"/> LODGING <input type="checkbox"/> OMNI COMMERCE <input type="checkbox"/> SUPERMARKET (TIERED & EICP ONLY)			
PRICING INFORMATION								FEES					
PRICING PROGRAM: 0229 (FIXED ONLY)		VISA/MASTERCARD/UNIONPAY/ DISCOVER CARDS (JCB, DI,PAY PAL PAY DEVICE**)		AMERICAN EXPRESS OPT BLUE		PIN DEBIT***		APPLICATION		\$			
		RATE*	PER ITEM*	RATE	PER ITEM	RATE	PER ITEM	INSTALLATION/TRAINING		\$			
TIERED	QUALIFIED		%	\$	%	\$	%	\$	REPORTING & SUPPORT PACKAGE (PER MONTH)		\$		
	MID QUALIFIED		%	\$	%	\$			MONTHLY MINIMUM		\$		
	NON QUALIFIED		%	\$	%	\$			CHARGEBACK (PER OCCURRENCE)		\$25		
	OPT. <input type="checkbox"/> CHECK CARD <input type="checkbox"/> SPRMKT <input type="checkbox"/> QPS/SMALL TKT								RETURN ITEM/NSF (PER OCCURRENCE)		\$20		
	OPT. REWARDS		%	\$					STATEMENT: <input checked="" type="checkbox"/> ELECTRONIC OR <input type="checkbox"/> PAPER MONTHLY STATEMENT MAILING(PAPER STATEMENTS ONLY)		\$10		
	OPT. COMMERCIAL CARD		%	\$					RUSH SHIPMENT		\$		
INTERCHANGE PLUS			%	\$	%	\$	%	\$	VERIZON DATA PLAN (PER DEVICE): (PER MONTH)		\$		
PIN DEBIT ENABLEMENT SERVICE FEE									\$	VERIZON DATA PLAN OVERAGE (PER MB)			
ENHANCED IC PLUS	CHECK CARD QUALIFIED		%	\$					OTHER:		\$		
	QUALIFIED		%	\$	%	\$	%	\$					
	REWARDS QUALIFIED		%	\$			AUTHORIZATIONS						
	MID QUALIFIED		%	\$	%	\$	VISA (PER AUTH)		\$	VOICE - ARU (PER AUTH)		\$0.85	
	COMMERCIAL NON QUALIFIED		%	\$			MASTERCARD (PER AUTH)		\$	VOICE OPERATOR (PER AUTH)		\$0.85	
	NON QUALIFIED		%	\$	%	\$	DISCOVER (PER AUTH)		\$	VOICE - AVS (PER AUTH)		\$0.85	
FIXED - PRICING PGM:			%	\$	%	\$	UNIONPAY (PER AUTH)		\$	VOICE BANK REF (PER AUTH)		\$0.85	
<small>*RATES ARE FOR ALL CARD ACCEPTANCE TYPES SELECTED. ALL CARD BRAND ASSESSMENTS WILL BE PASSED THROUGH AT COST. **PAYPAL ACCEPTANCE AND RATES ARE BASED ON CARD PRESENT TRANSACTIONS ONLY. ***PIN DEBIT RATE WILL BE OPTIMIZED AVAILABLE RATE</small>							AMEX OPT BLUE (PER AUTH)		\$				
PCI SECURITY PROGRAM/SAFE-T PACKAGE							AMEX PUBLIC SECTOR (TPSP)(PER AUTH)		\$	DIAL COMMUNICATION (PER AUTH)		\$0.024	
SECURITY PROGRAM (PER MONTH): ▶SafeT Silver								\$	PIN DEBIT (PER AUTH)		\$		
SOLUTION PACKAGE													
▶ (PER MONTH. PLUS TAXES, IF APPLICABLE)						\$							
OTHER CARD TYPES EXISTING													
AMEX SE # (10 DIGITS):				PER AUTH: \$				EBT SE # (7 DIGITS):		PER AUTH: \$			
AMERICAN EXPRESS PUBLIC SECTOR (TPSP)													
<input type="checkbox"/> COMPANY IS ELIGIBLE FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP) AND ACCEPTS <input type="checkbox"/> COMPANY IS ELIGIBLE FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP) BUT DECLINES ACCEPTANCE													
INDUSTRY TYPE:													
PRICING INFORMATION FOR AMERICAN EXPRESS PUBLIC SECTOR (TPSP)													
TIERED		RATE		PER ITEM		ENHANCED ICPLUS		RATE		PER ITEM			
QUALIFIED		%		\$		QUALIFIED		%		\$			
MID QUALIFIED		%		\$		MID QUALIFIED		%		\$			
NON QUALIFIED		%		\$		NON QUALIFIED		%		\$			
INTERCHANGE PLUS		%		\$									

POINT OF SALE (EQUIPMENT OR SOFTWARE)																																																																																																																																	
NETWORK: <input checked="" type="checkbox"/> ELAVON <input type="checkbox"/> OTHER							<input type="checkbox"/> A THIRD PARTY INTEGRATOR WILL BE USED FOR IMPLEMENTATION:																																																																																																																										
VAR SERVICE PROVIDER (HOSTED):				VAR (DISTRIBUTED):			VENDOR:			PRODUCT:		VERSION:																																																																																																																					
# OF TIDS:				TID TYPE (OMNI ONLY):			# OF TIDS:			TID TYPE (OMNI ONLY):																																																																																																																							
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**PLEASE NOTE THAT ALL LEASES MUST COMPLETE THE SECTION IMMEDIATELY BELOW. INITIALS ARE REQUIRED.							ALL APPLICABLE STATE AND LOCAL TAXES WILL BE APPLIED. <input type="checkbox"/> SALES TAX EXEMPT																																																																																																																										
<small>Elavon and Member have no responsibility for, and shall have no liability to Company in connection with, any hardware or software, or any related services, Company receives under a direct agreement (including any sale, warranty or end-user license agreement) between Company and a third party, including any Value Added Services, even if Elavon collects fees or other amounts from Company with respect to such hardware, software or services.</small>																																																																																																																																	
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<input checked="" type="checkbox"/> RETAIL (AUTO CLOSE DEFAULT) <input type="checkbox"/> QUICK CLOSE <input type="checkbox"/> STORE AND FORWARD <input type="checkbox"/> NO SIGNATURE <input type="checkbox"/> CONTACTLESS (+ NO SIGNATURE) <input type="checkbox"/> RESTAURANT (QUICK CLOSE DEFAULT) TIP FUNCTION (DEFAULT) <input type="checkbox"/> FINE DINING <input type="checkbox"/> TAB FUNCTION <input type="checkbox"/> CARD NOT PRESENT (AUTO CLOSE DEFAULT) <input type="checkbox"/> QUICK CLOSE <input type="checkbox"/> LODGING (QUICK CLOSE DEFAULT) <input type="checkbox"/> QUICK STAY																																																																																																																																	
CUSTOM PROMPTS: <input type="checkbox"/> TERMINAL AUTO CLOSE (RTL, MOTO) TIME ZONE <input type="checkbox"/> CASH BACK PIN DEBIT (RTL): \$ (MAX) <input type="checkbox"/> CUSTOM FOOTER: <input type="checkbox"/> NO TIP (REST) <input type="checkbox"/> NO SERVER PROMPT (REST) <input type="checkbox"/> CLERK PROMPT (RTL) <input type="checkbox"/> TIP FUNCTION WAITER (RTL) <input type="checkbox"/> TIP FUNCTION CASHIER (RTL)																																																																																																																																	
COMMUNICATION METHOD (IP DEFAULT): <input type="checkbox"/> DIAL TRAINING (DEFAULT = TRAINING REQUIRED): <input type="checkbox"/> NO TRAINING PHONE INFORMATION: ACCESS #:																																																																																																																																	
<div style="border: 2px solid blue; padding: 5px; width: 40px; float: left; margin-right: 10px;">4</div> X_____ I understand that I am entering into a _____-month commercial equipment lease for credit-card processing equipment. I understand this is a NON-CANCELLABLE commercial equipment lease and that I will be required to make monthly payments of \$_____ under this lease for the entire _____-month term, regardless of any representations made by the Sales Representative. Under a _____-month term with a monthly payments of \$_____, I understand the approximate total cost of the equipment lease to be \$_____. I also realize that I will have to pay applicable sales tax every month and, if I do not provide evidence of insurance, I will be charged an additional \$4.95 monthly to cover equipment. I understand the equipment lease may be more expensive than purchasing the same equipment outright, and that I have had an opportunity to research the cost to purchase the same equipment outright. As an alternative to a lease, I understand I may purchase the equipment outright at the time of the lease application for the amount of \$_____. Finally, I understand that I will be personally responsible for making payments under this lease and that any failure to pay all amounts when due may result in additional charges, potential damage to my credit rating, and/or legal action against me to collect both past and future payments owed under the lease. The end of lease residual value is \$_____ plus taxes if applicable.																																																																																																																																	
Company hereby authorizes Elavon, through its Ladco Leasing division ("Lessor"), to automatically withdraw Company's monthly lease payments and any amounts, including any and all taxes or other charges, owed in accordance with the lease, as applicable, by initiating debit entries to Company's account at the financial institution ("Bank") indicated hereon or such other financial institution used by Company from time to time. A lease payment (whether paid by debit or other means) that is not honored by Bank for any reason will be subject to a returned item service fee imposed by Lessor. Upon completion of the lease term, this authorization shall remain in effect until Lessor has received written notice from Company of its termination.																																																																																																																																	
BANK NAME: _____ ABA/ROUTING #: _____ DDA ACCOUNT #: _____																																																																																																																																	
ELECTRONIC CHECK SERVICE																																																																																																																																	
ANNUAL CHECK VOLUME: \$ _____ AVERAGE CHECK AMOUNT: \$ _____ MAXIMUM CHECK AMOUNT: \$ _____ ECS MONTHLY MINIMUM: \$ _____																																																																																																																																	
ECS – PAPER CHECK CONVERSION																																																																																																																																	
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<input type="checkbox"/> PROMPTS FOR DRIVER'S LICENSE (IF NOT SELECTED, INFORMATION MUST BE OBTAINED ON CHECK FOR GUARANTEE SERVICE) <input type="checkbox"/> NSF SERVICE FEE PROCESSING @ \$2 PER NSF ITEM. NOT APPLICABLE FOR GUARANTEE SERVICE NSF SERVICE FEE AMOUNT: <input type="checkbox"/> MAX ALLOWED OR <input checked="" type="checkbox"/> SPECIFIED SERVICE FEE AMOUNT \$20 (STATE MAX IS DEFAULT) ACH ECHECK NSF SERVICE FEE AMOUNT: <input type="checkbox"/> \$15 (DEFAULT) OR <input type="checkbox"/> SPECIFIED SERVICE FEE AMOUNT \$ _____ SPECIFY NSF RESUBMISSION ATTEMPTS: <input type="checkbox"/> 0 OR <input type="checkbox"/> 1 (2 IS THE DEFAULT)																																																																																																																																	
ACH – ECHECK QUESTIONNAIRE																																																																																																																																	
1. WHAT TYPES OF PAYMENTS WILL YOU ACCEPT USING ACH-ECHECK (E.G., UTILITY BILL PAYMENTS, MONTHLY RENT PAYMENTS, MONTHLY BILLING FOR GENERAL SERVICES)? 2. WILL YOU OBTAIN AUTHORIZATION FROM YOUR CUSTOMERS PRIOR TO ACCEPTING AN ACH ENTRY IN ACCORDANCE WITH THE ECS OPERATING GUIDE (E.G., ORALLY VIA TELEPHONE FOR TEL/IVR, OR IN WRITING FOR PPD)? <input type="checkbox"/> Yes <input type="checkbox"/> No 3. WILL YOU VERIFY AND AUTHENTICATE THE IDENTITY OF YOUR CUSTOMERS IN ACCORDANCE WITH THE ECS OPERATING GUIDE PRIOR TO INITIATING ACH ENTRIES FOR THOSE CUSTOMERS (E.G., BY OBTAINING A CUSTOMER'S NAME, ADDRESS AND TELEPHONE NUMBER OR USING A DATABASE TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED BY CUSTOMER)? <input type="checkbox"/> Yes <input type="checkbox"/> No 4. WILL YOU OFFER ACH-ECHECK TO EXISTING OR NEW CUSTOMERS? <input type="checkbox"/> EXISTING <input type="checkbox"/> NEW 5. WILL YOU MAINTAIN AND DISCLOSE TO YOUR CUSTOMERS PROCEDURES FOR CANCELLING AN AUTHORIZATION? <input type="checkbox"/> Yes <input type="checkbox"/> No 6. WILL YOU ENSURE THAT INFORMATION REGARDING EACH TRANSACTION AUTHORIZATION ENTERED BY A CUSTOMER AND/OR YOUR SERVICE REPRESENTATIVE IS ACCURATE AND NOT A DUPLICATE TRANSACTION? <input type="checkbox"/> Yes <input type="checkbox"/> No																																																																																																																																	

CONVENIENCE FEE AND GOVERNMENT/PUBLIC INSTITUTION SERVICE FEES (GPISF)	
CONVENIENCE FEE SERVICES PROGRAMS	
CONVENIENCE FEE FUNDING MODEL (CHECK ONE):	
<input type="checkbox"/> COMPANY MANAGED CONVENIENCE FEE ¹	
<input type="checkbox"/> ELAVON MANAGED CONVENIENCE FEE ²	
PAYMENT TRANSACTION TYPES	
<input type="checkbox"/> CREDIT (CHECK ALL THAT APPLY):	
<input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMERICAN EXPRESS PS	
<input type="checkbox"/> SIGNATURE DEBIT (CHECK ALL THAT APPLY):	
<input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER	
<input type="checkbox"/> PIN-BASED DEBIT	
<input type="checkbox"/> ACH (VIA ELECTRONIC CHECK SERVICES)	
ELAVON PRODUCT SUPPORTING ELAVON-MANAGED CONVENIENCE FEE ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):	
<input type="checkbox"/> COMPANY PROPRIETARY SOLUTION OR SERVICE PROVIDER	
<input type="checkbox"/> OTHER:	
CONVENIENCE FEE PRICING:	
CONVENIENCE FLAT FEE AMOUNT: \$	
CONVENIENCE FEE %: (MASTERCARD, DISCOVER & ACH PROGRAMS ONLY)	
IMPLEMENTATION FEE (IF APPLICABLE): \$	
GPISF SERVICES PROGRAMS	
(CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS:	
<input type="checkbox"/> COMPANY-MANAGED SERVICE FEE ³	
<input type="checkbox"/> COMPANY-MANAGED WITH ELAVON POS DEVICES/SERVICE FEE TERMINALS ⁴	
<input checked="" type="checkbox"/> ELAVON-MANAGED SERVICE FEE ⁵	
CARD ACCEPTANCE (CHECK ALL THAT APPLY):	
<input checked="" type="checkbox"/> POINT OF SALE	<input type="checkbox"/> INTERNET
<input type="checkbox"/> IVR	<input type="checkbox"/> OTHER:
GPISF SERVICES PROGRAMS (CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENTS:	
<input checked="" type="checkbox"/> MASTERCARD GOVERNMENT AND EDUCATION PAYMENT PROGRAM	
<input checked="" type="checkbox"/> VISA GOVERNMENT AND EDUCATION PAYMENT PROGRAM	
<input checked="" type="checkbox"/> AMERICAN EXPRESS GOVERNMENT AND EDUCATION PAYMENT PROGRAM	
<input checked="" type="checkbox"/> DISCOVER GOVERNMENT AND EDUCATION PAYMENT PROGRAM	
TRANSACTION TYPES:	
<input type="checkbox"/> FEDERAL INCOME TAX	<input type="checkbox"/> BUSINESS TAX
<input checked="" type="checkbox"/> GOVERNMENT FEES	<input type="checkbox"/> OTHER TAX
<input type="checkbox"/> STATE INCOME TAX	<input type="checkbox"/> TUITION
<input type="checkbox"/> REAL ESTATE PROPERTY TAX	<input type="checkbox"/> OTHER EDUCATION EXPENSES
PAYMENT TYPES FOR GPISF ASSESSMENT (NOT ALL PAYMENT TYPES ARE SUPPORTED FOR ALL PROGRAMS)(CHECK ALL THAT APPLY, BUT ONLY IF COMPANY ELECTS GPISF ASSESSMENT):	
<input checked="" type="checkbox"/> CREDIT – (CHECK ALL THAT APPLY):	
<input checked="" type="checkbox"/> VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399	
<input checked="" type="checkbox"/> MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399, 9402	
<input checked="" type="checkbox"/> DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)	
<input checked="" type="checkbox"/> AMERICAN EXPRESS PS – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9311, 9399, 9222	
<input checked="" type="checkbox"/> SIGNATURE DEBIT – (CHECK ALL THAT APPLY)	
<input checked="" type="checkbox"/> VISA – ELIGIBLE MCCs: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399	
<input checked="" type="checkbox"/> MASTERCARD – ELIGIBLE MCCs: 8211, 8220, 8299, 9211, 9222, 9223, 9311, 9399, 9402	
<input checked="" type="checkbox"/> DISCOVER (AVAILABLE IF ELAVON-ACQUIRED)	
<input type="checkbox"/> ACH (VIA ELECTRONIC CHECK SERVICES)	
ELAVON PRODUCT SUPPORTING GPISF ASSESSMENT TO BE USED BY COMPANY (CHECK ALL THAT APPLY):	
<input checked="" type="checkbox"/> SERVICE FEE TERMINAL	
<input type="checkbox"/> COMPANY PROPRIETARY SOLUTION OR SERVICE PROVIDER	
<input type="checkbox"/> SAFE-T SERVICES (ADDITIONAL ENROLLMENT FORM REQUIRED)	
<input type="checkbox"/> OTHER:	
GPISF PRICING:	
CREDIT CARD SERVICE FEE:	3 % OR \$
SIGNATURE DEBIT SERVICE FEE:	3 % OR \$
ACH (VIA ELECTRONIC CHECK SERVICES):	\$
IMPLEMENTATION FEE (IF APPLICABLE):	\$

⁵ "Elavon-Managed" Service Fee means that Elavon establishes the amount of the GPISF, and Elavon charges and retains the GPISF in lieu of Company's obligation to pay Elavon the per transaction fees and Safe-T Services fees (if Safe-T is chosen above) for GPISF Transactions.

SUBSTITUTE FORM W-9			
<input checked="" type="checkbox"/> GOVERNMENT <input type="checkbox"/> NON-PROFIT CHARITABLE OR SOCIAL (INCLUDE DOCUMENTS THAT SUPPORT TAX EXEMPT STATUS) <input type="checkbox"/> OTHER			
◆ LEGAL BUSINESS NAME* : CITY OF BERKELEY			
*NAME (OF BUSINESS) AS SHOWN ON YOUR BUSINESS INCOME TAX RETURNS. FOR SOLE PROPRIETORS, THIS SHOULD ALWAYS BE THE OWNER'S NAME.			
◆ LEGAL BUSINESS ADDRESS (NO PO BOX): 8425 AIRPORT ROAD			▶ TIN (EMPLOYER ID #): 43-6000227
◆ CITY: BERKELEY	◆ STATE: MO	◆ ZIP CODE: 63134	OR ▶ TIN (SOCIAL SECURITY #):
5 COMPANY REPRESENTATIONS AND CERTIFICATIONS			
<p>Company Representations and Certifications. By signing below, the applicant company ("Company") and its representative(s) represent and warrant to Elavon, Inc. ("Elavon" or "member" as applicable), with offices at 7300 Chapman Highway, Knoxville, TN 37920 (collectively, "we" or "us") that (i) all information provided in this company application ("Company Application") is true and complete and properly reflects the business and financial condition of Company; and (ii) the persons signing this Company Application are duly authorized to bind Company to all provisions of this Company Application and the Agreement. The signature by an authorized representative of Company on the Company Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Company's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Company Application, the Terms of Service ("TOS"), the Addendum to the Terms of Service for Government/Institutional Companies attached hereto, and the Operating Guide incorporated herein by this reference and located at our website at https://www.merchantconnect.com/CWRWeb/pdf/TOS_Eng.pdf and https://www.merchantconnect.com/CWRWeb/pdf/OPERATING GUIDE_Eng.pdf, respectively. If you are accepting electronic payments through Transend Pay you also agree to the Terms and Conditions set out under the Resources tab at www.elavon.com/transendpay, and as subsequently amended in the Operating Guide in the Transend Pay Services Chapter. If Company does not have access to view the TOS or Operating Guide at our website please contact our customer service center. Notwithstanding any such non-receipt of the TOS or Operating Guide, Company agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Company Application, have the same meaning ascribed to them in the TOS and Operating Guide.</p> <p>Company must obtain an Authorization Code via electronic terminal or similar device before completing any transaction. Company understands that an AUTHORIZATION CODE IS NOT A GUARANTEE OF ACCEPTANCE OR PAYMENT OF A TRANSACTION. RECEIPT OF AN AUTHORIZATION CODE DOES NOT MEAN THAT COMPANY WILL NOT RECEIVE A CHARGEBACK FOR THAT TRANSACTION.</p> <p>Company and its representative(s) authorize us prior to our acceptance of this Company Application and from time to time thereafter, to investigate the business history and background of Company and to obtain credit reports or other background investigation reports on Company that we consider necessary to review the acceptance and continuation of this Company Application. Company also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.</p> <p>IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. 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 person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you.</p> <p>This Company Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Company Application. Delivery of executed counterparts of this Company Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Company Application shall constitute a signed original.</p> <p>All companies must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS"). Elavon requires Level 4 companies (determined based on Transaction volume) to validate PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval. Any company that has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, will be charged a monthly non-compliance fee of \$59.99 until Elavon is provided with validation of PCI DSS compliance. Company may be eligible for Data Breach Financial Assistance Coverage following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview for assistance details and conditions.</p> <p><u>American Express Acceptance Program (Acceptance Program).</u> If Company has elected to accept American Express® Transactions (as indicated in the Card Acceptance section of this Company Application), in addition to all other terms of this Agreement, Company agrees to the Acceptance Program terms of the TOS. By signing below or by accepting a Transaction initiated with an American Express® Payment Device, Company expressly authorizes Elavon to submit American Express® Transactions to, and to receive settlement funds from, American Express on Company's behalf. Company further authorizes Elavon to provide Company's contact information to American Express, and Company agrees that American Express may use and share such contact information for its business purposes and as permitted by applicable Laws, including to communicate with Company regarding products, services, and resources available to Company's business. American Express's use of the email address and mobile phone number provided above is subject to the consent to such use as indicated in Section 1 of this Company Application. Consent to American Express's use of contact information for such communications may be withdrawn at any time by contacting our customer service center. Even if consent is withdrawn, Company may still receive messages related to important information about Company's account from American Express. Company or Elavon may terminate Company's acceptance of American Express® Payment Devices at any time, with or without cause, without affecting Company's rights and obligations pursuant to the remainder of this Agreement. Company acknowledges that, if at any time Company is no longer qualified to participate in the Acceptance Program, Company may be enrolled in the standard American Express® card acceptance program, which may have different terms and conditions than the Acceptance Program, and Company's acceptance of American Express® Payment Devices pursuant to this Agreement will be terminated. Company acknowledges that American Express is an intended third-party beneficiary of this Agreement, solely with respect to the terms and conditions applicable to Company's acceptance of American Express® Payment Devices, and that American Express has the right to enforce such terms and conditions directly against Company.</p> <p>A PIN Debit Enablement Service Fee will be collected for any Interchange and Assessment savings generated through PIN Debit routing on your monthly PIN Debit transactions for Interchange Plus customers only. This monthly fee will be calculated from your actual PIN Debit transaction volume and will be a percentage of your overall PIN Debit cost savings. The PIN Debit Enablement Service Fee collected and the Interchange and Assessment savings will be reflected on your monthly statement.</p>			
◆ SIGNATURE: X	◆ PRINTED NAME: Theodore Hoskins	◆ TITLE: Mayor	◆ DATE:
SIGNATURE: X	PRINTED NAME: Debra M. Irvin	TITLE: City Manager	DATE:
SUBMITTED BY (INTERNAL USE ONLY)			
To the best of my knowledge, I certify that the information provided in this Company Application was provided by the Company and is true, complete and accurate. I further certify that the signatures were provided by the Company's authorized representative.			
SALES REP SIGNATURE: X	◆ PRINTED NAME: Craig Peterson	◆ REP ID #: 33496	◆ DATE:
◆ REP PHONE #: (614)356-0684	◆ REP EMAIL: craig.peterson@elavon.com		USA-GOV-ELV-0319

ADDENDUM TO THE TERMS OF SERVICE FOR GOVERNMENT/INSTITUTIONAL COMPANIES

The following provisions hereby replace the like-numbered provisions of the Terms of Service (“TOS”) or are hereby inserted or deleted from the TOS, as indicated, for Companies operating under the Agreement. Capitalized terms used and not otherwise defined in this Addendum shall have the meanings ascribed to them in the Agreement or the Operating Guide.

1) **Section 4.1 Security Interests** is deleted.

2) **Section 5.2(a)** is revised to add the following:

“(iv) Company may terminate the Agreement on 60 days’ prior written notice to Elavon if sufficient legislative appropriation is not available.”

3) **Section 5.2(b)** is deleted and replaced with the following:

“**By Elavon.** Elavon may terminate the Agreement immediately in writing if any of the following occur:

- (i) A material adverse change in Company’s financial condition;
- (ii) The commencement of a Bankruptcy Proceeding by or against Company;
- (iii) Any representation by Company is false or misleading in any material respect as of the date made, or becomes false or misleading in any material respect at any time during the Term;
- (iv) Any Payment Network or application of Payment Network Regulations requires Elavon to terminate the Agreement or cease processing Transactions for Company;
- (v) Assignment of the Agreement or change of control of Company without Elavon’s written consent;
- (vi) The levy, garnishment or attachment of the DDA, the Reserve Account, or any of Company’s property in Elavon’s possession;
- (vii) Any change, not approved by Elavon, that constitutes a material change in the types of goods or services Company sells or in the methods by which Company sells them, or any change that results in Company’s violation of Elavon’s underwriting policy; or
- (viii) If, after Elavon provides 30 days’ written notice, Company has either (1) Chargebacks or Retrieval Requests in excess of 1% of the gross dollar amount of Company’s Transactions or returns in excess of 2.5% of the gross dollar amount of Company’s Transactions, or (2) the acceptance of Card Not Present or Convenience Fee Transactions without proper disclosure to Elavon in the Agreement (including in the Company Application) or an amendment to the Agreement.

4) **Section 10.1 Audit** is revised to read as follows:

“**Audit.** If Elavon or Member reasonably suspects that they are subject to a financial or reputational risk due to Company’s actions or omissions, Company authorizes Elavon and its agents to perform an audit or inspection of Company’s operations and records to confirm Company’s compliance with the Agreement upon reasonable advance notice, during normal business hours, and at Elavon’s expense (unless Elavon reasonably determines based on such audit that Company is not in compliance with the Agreement, in which case Company will bear the cost). Company will obtain and submit a copy of an audit from a third party acceptable to Elavon of the financial, physical security, information security, and operational facets of Company’s business at its expense when requested by Elavon. Further, Company acknowledges and agrees that the Payment Networks have the right to audit Company’s business to confirm compliance with the Payment Network Regulations. Company will maintain complete and accurate records of its performance under the Agreement. Company will execute and deliver to Elavon all documents Elavon reasonably deems necessary to verify Company’s compliance with Section 8.1.”

5) **Section 10.2(b) Financial Information** is revised as follows:

“**Financial Information.** At Elavon’s request, Company will provide Elavon audited financial statements prepared by an independent certified public accountant selected by Company, or if Company is audited by a governmental authority, then Company will provide financial statements from such governmental authority. Within 120 days after the end of each fiscal year (or in the case of a government entity, when available), Company will furnish Elavon, as requested, a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year, each audited as provided above. Company will also provide Elavon such interim financial statements and other information as Elavon may request from time to time.”

6) **Section 13 Indemnification** is deleted and replaced with the following four sections:

“**13(a). Company Responsibilities.** As between Company and Elavon, Company will be responsible for, and at its own expense, defend itself against any suits, claims, losses, demands or damages arising out of (i) any sale or provision of goods or services resulting in a Transaction processed under the Agreement; (ii) Company’s breach of the Agreement; (iii) all use of any user ID and password other than by Elavon or Elavon’s third-party contractors; (iv) Company’s or its Service Providers’ gross negligence or willful misconduct; (v) Company’s or its Service Providers’ violation of Laws or Payment Network Regulations; or (vi) any personal injury or real or tangible personal property damage to the extent

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- (viii) If, after Elavon provides 30 days’ written notice, Company has either (1) Chargebacks or Retrieval Requests in excess of 1% of the gross dollar amount of Company’s Transactions or returns in excess of 2.5% of the gross dollar amount of Company’s Transactions, or (2) the acceptance of Card Not Present or Convenience Fee Transactions without proper disclosure to Elavon in the Agreement (including in the Company Application) or an amendment to the Agreement.

4) **Section 10.1 Audit** is revised to read as follows:

“**Audit.** If Elavon or Member reasonably suspects that they are subject to a financial or reputational risk due to Company’s actions or omissions, Company authorizes Elavon and its agents to perform an audit or inspection of Company’s operations and records to confirm Company’s compliance with the Agreement upon reasonable advance notice, during normal business hours, and at Elavon’s expense (unless Elavon reasonably determines based on such audit that Company is not in compliance with the Agreement, in which case Company will bear the cost). Company will obtain and submit a copy of an audit from a third party acceptable to Elavon of the financial, physical security, information security, and operational facets of Company’s business at its expense when requested by Elavon. Further, Company acknowledges and agrees that the Payment Networks have the right to audit Company’s business to confirm compliance with the Payment Network Regulations. Company will maintain complete and accurate records of its performance under the Agreement. Company will execute and deliver to Elavon all documents Elavon reasonably deems necessary to verify Company’s compliance with Section 8.1.”

5) **Section 10.2(b) Financial Information** is revised as follows:

“**Financial Information.** At Elavon’s request, Company will provide Elavon audited financial statements prepared by an independent certified public accountant selected by Company, or if Company is audited by a governmental authority, then Company will provide financial statements from such governmental authority. Within 120 days after the end of each fiscal year (or in the case of a government entity, when available), Company will furnish Elavon, as requested, a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year, each audited as provided above. Company will also provide Elavon such interim financial statements and other information as Elavon may request from time to time.”

6) **Section 13 Indemnification** is deleted and replaced with the following four sections:

“**13(a). Company Responsibilities.** As between Company and Elavon, Company will be responsible for, and at its own expense, defend itself against any suits, claims, losses, demands or damages arising out of (i) any sale or provision of goods or services resulting in a Transaction processed under the Agreement; (ii) Company’s breach of the Agreement; (iii) all use of any user ID and password other than by Elavon or Elavon’s third-party contractors; (iv) Company’s or its Service Providers’ gross negligence or willful misconduct; (v) Company’s or its Service Providers’ violation of Laws or Payment Network Regulations; or (vi) any personal injury or real or tangible personal property damage to the extent

caused by Company or its Service Providers. Company will not make any claims against Elavon for any liabilities, claims losses, costs, expenses and demands of any kind or nature, arising out of or in connection with any of the foregoing suits, claims, losses, demands or damages.

13(b). Elavon Responsibilities. In addition to Elavon's obligations in Section 13(c), Elavon will be responsible for and will at its own expense defend itself against any suits, claims, losses, demands or damages arising out of (i) Elavon's breach of the Agreement; (ii) Elavon's or its third party contractors' gross negligence or willful misconduct; (iii) Elavon's or its third party contractors' violation of applicable Laws or Payment Network Regulations; (iv) Elavon's alleged infringement or other violation of a U.S. or Canada patent, copyright or trademark of a third party by the Services in the form delivered or Company's use thereof; or (v) any personal injury or real or tangible personal property damage to the extent caused by Elavon or its third party contractors.

13(c). Infringement Claims.

- (i) Elavon will defend Company and its employees, officers, and agents in connection with claims, actions, demands or proceedings (made or threatened) brought by a third party, and will pay the final award of damages assessed against Company, its employees, officers or agents in a final judgment by a court of competent jurisdiction, including awarded costs, or any amount in settlement or compromise authorized by Elavon in writing, arising out of Elavon's alleged infringement or other violation of a U.S. or Canada patent, copyright or trademark of a third party by the Services (but not Equipment) in the form delivered or Company's use thereof (an "Infringement Claim").
- (ii) If any part of the Services or the use of the Services becomes, or in Elavon's opinion is likely to become, the subject of an Infringement Claim, and as a result of such Infringement Claim Company's use of the Services may be enjoined or interfered with, then Elavon will, at its option and expense, either, and in addition to defending Company and paying the final amount of damages as provided for in this section, (1) obtain a license for Company to continue using the alleged infringing component(s) of the Services; (2) modify the alleged infringing component(s) of the Services to avoid the infringement in a manner that still permits the Services to perform in all material respects in accordance with the Agreement; or (3) replace the alleged infringing component(s) of the Services with compatible, functionally equivalent, and non-infringing component(s). Elavon will use commercially reasonable efforts to accomplish the remedies identified in this section in a manner that minimizes the disruption to Company's business operations. If Elavon is not able to accomplish the above remedies within a commercially reasonable time frame and on commercially reasonable terms, Elavon may terminate the Agreement upon written notice to Company. Upon such termination, Elavon will promptly refund any fees paid for Services not performed as of the date of termination.
- (iii) Elavon will have no liability for any Infringement Claim to the extent caused by (1) access to or use of the Services other than as specified under the Agreement and the related Documentation, (2) combination or use of the Services with non-Elavon products or services (whether or not provided to Company by Elavon), (3) any hardware, devices, software, services or other resources not provided by Elavon, (4) failure or refusal by Company to install, implement or use any Update or correction provided by Elavon, (5) modification or alteration of the Services by anyone other than Elavon without Elavon's prior written consent, (6) Company's goods or services, or (7) the negligence, gross negligence or willful misconduct of, or breach of the Agreement by, Company.
- (iv) **THIS SECTION 13(c) SETS FORTH THE EXCLUSIVE REMEDY OF COMPANY AND THE SOLE AND COMPLETE LIABILITY OF ELAVON WITH RESPECT TO ANY INFRINGEMENT CLAIMS.**

13(d). Procedure.

- (i) If an Infringement Claim is subject to Elavon's obligations in Section 13(c) of the Agreement, Company will:
 - (1) Provide Elavon prompt notice of the Infringement Claim (provided that any delay in notification will not relieve Elavon of its obligations under this Section 13(d) except to the extent that the delay materially impairs its ability to fully defend the Infringement Claim);
 - (2) Subject to Section 13(d)(ii), give Elavon the right to exercise exclusive control over the preparation and defense of the Infringement Claim, including appeals, negotiations and any settlement or compromise thereof, provided that Elavon will notify Company in writing of its election regarding the assumption of control of the preparation and defense of such Infringement Claim within 15 days following receipt of Company's written notice of such Infringement Claim, but, in any event, no later than 10 days before the date on which any written response to a complaint, summons, or other legal filing is due; and
 - (3) Provide such assistance in connection with the defense and settlement of the Infringement Claim as Elavon may reasonably request, at Elavon's expense. Elavon will not enter into any settlement that imposes any liability or obligation on Company, or contains any admission or acknowledgement of wrongdoing (whether in tort or otherwise), without Company's prior written consent.
- (ii) Company may join in the defense, with its own counsel, at its own expense."

7) **Section 16 Personal Guaranty** is deleted.

8) **Section 18.2 Jurisdiction and Venue; Governing Law** is deleted.

9) **Section 18.3 Exclusivity** is deleted.

10) **Section 18.5 Assignability** is revised as follows:

“Assignability. Company will not assign the Agreement, directly, by operation of law, or by change of control of Company, without Elavon’s prior written consent. If Company nevertheless assigns the Agreement without Elavon’s consent, the Agreement will be binding on both the assignee and Company. Elavon will not transfer or assign the Agreement without the prior written consent of Company, provided that such consent will not be required for (i) the assignment or delegation to an affiliate of Elavon, or (ii) the assignment or delegation to any Person into or with which Elavon will merge or consolidate, or who may acquire substantially all of Elavon’s stock or assets.”

11) **Section 18.6 Arbitration** is deleted.

12) **Section 18.9 Attorney’s Fees and Expenses** is deleted.

13) **Section 18.12 Amendments** is revised as follows:

“Amendments. Except as otherwise provided in the Agreement, amendments to the Agreement will be in writing and signed by the parties. Notwithstanding the foregoing, Elavon and Member may amend or modify the Agreement, to the extent such changes are required by or attributable to changes in the Payment Network Regulations or other Laws, upon written notice to Company. Elavon or Member will inform Company of such a change in a periodic statement or other written notice, and such change will become effective at least 30 days after the issuance of the notice. Notwithstanding the previous sentence, changes to fees authorized by the Agreement will be effective upon notice to Company, unless a later effective date is provided. Further, Elavon is entitled to pass through to Company any fee increases imposed upon Elavon by Visa, MasterCard, Discover Network, any other Payment Network, and any other third party including telecommunications vendors.”

14) **Schedule A, Section 1.8 Title; Quiet Enjoyment** is replaced as follows:

“Title; Quiet Enjoyment. Lessor will at all times retain title to the Leased Equipment. All documents of title and evidence of delivery will be delivered to Lessor. Lessee hereby authorizes Lessor, at Lessee’s expense, to cause the lease or any statement or other instrument in respect to the lease showing the interest of Lessor in the Leased Equipment including Uniform Commercial Code Financing Statements, to be filed or recorded and/or refiled and rerecorded, and grants Lessor the right to execute Lessee’s name thereto. Lessee agrees to execute and deliver any statement or instrument requested by Lessor for such purpose, and agrees to pay or reimburse Lessor for any filing, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. Lessee will at its expense, protect and defend Lessor’s title against all persons claiming against or through Lessee, at all times keep the Leased Equipment free from legal process or encumbrance whatsoever and, will give Lessor immediate notice thereof and will be responsible for any loss caused thereby. Lessee agrees to procure for Lessor, such estoppel certificates, landlord’s or mortgagees’ waiver or other similar documents as Lessor may reasonably request. Provided Lessee is not in default hereunder, Lessee will quietly use and enjoy the Leased Equipment subject to the terms hereof.”

15) **Schedule A, Section 1.10 Net Lease; Taxes** is replaced as follows:

“Net Lease; Taxes. Lessee intends the rental payments hereunder to be net to Lessor, and Lessee agrees to pay any applicable sales, use, excise, personal equipment, stamp, documentary and ad valorem taxes, license and registration fees, assessment, fines, penalties and similar charges imposed on the ownership, possession or use of the Leased Equipment during the term of the lease. Lessee will pay all applicable taxes (except Lessor’s federal or state net income taxes) which may be imposed on Lessor or Lessee with respect to the lease payments hereunder or the ownership of the Leased Equipment. Lessee will pay as additional rent, any applicable taxes documented as paid or advanced by Lessor on behalf of Lessee. Lessee agrees that the reimbursement of equipment tax calculation is based on an average tax rate. Unless otherwise agreed to in writing, Lessee will file personal equipment tax returns with respect to the Leased Equipment.”

16) **Schedule A, Section 1.11 Indemnity** is replaced as follows:

“Responsibility of Lessor. As between Lessor and Lessee, Lessee will be responsible for, and at its own expense, defend itself against any and all liability, damage or loss, arising out of the ownership, selection, possession, leasing, operation, control, use, condition, maintenance, delivery and return of the Leased Equipment. The obligations herein provided will continue in full force and effect notwithstanding the termination of the lease.”

17) **Schedule A, Section 1.16 Remedies** is replaced as follows:

“Remedies. If an Event of Default will occur, Lessor may, at its option, at any time (i) declare immediately due and payable and recover from Lessee, as liquidated damages for the loss of a bargain and not as a penalty, an amount equal to all accrued and unpaid rental payments and late charges, taxes, and other fees, plus the Loss Amount; provided, however, that if an Event of Default will occur as described in Section 1.15(iv) through (vi) above, Lessor without any notice or action will be deemed to have made such a declaration; (ii) automatically charge the DDA for all money amounts owed; (iii) to the extent permitted by applicable Law, without demand or legal process, enter into the premises where the Leased Equipment may be found and take possession of and remove the Leased Equipment, without liability for such retaking; (iv) Lessor may hold, sell or otherwise dispose of any such Leased Equipment at a private or public sale; or (v) exercise any other remedies available under applicable Law. If Lessor takes possession of the Leased Equipment, Lessor will give Lessee credit for any sums received by Lessor from the sale or rental of the Leased Equipment after deduction of the

expenses of sale or rental and Lessee will remain liable to Lessor for any deficiency. Notwithstanding the foregoing, to the extent any software included with the Leased Equipment is nontransferable or its transfer restricted, Lessee agrees that Lessor and/or the licensor of such software will have no duty to remarket or otherwise mitigate any damages relating to such software.

Lessee will also be responsible for all expenses incurred by Lessor in connection with the enforcement of any of Lessor's remedies including all expenses of repossessing, storing, shipping, repairing and selling the Leased Equipment. Lessor and Lessee acknowledge the difficulty in establishing a value for the unexpired lease term and, owing to such difficulty, agree that the provisions of this Section represent an agreed measure of damages and are not to be deemed a forfeiture or penalty. All remedies of Lessor hereunder are cumulative, are in addition to any other remedies provided for by Law, and may, to the extent permitted by Law, be exercised concurrently or separately. The exercise of any one remedy will not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Lessor to exercise and no delay in exercising any right to remedy will operate as a waiver thereof or modify the terms of the lease."

18) **Schedule A, Section 1.19 Miscellaneous** is replaced as follows:

"Miscellaneous. If Lessee fails to pay any rent or other amount required herein to be paid to Lessor within five (5) days of when due, Lessee agrees to pay Lessor, in addition to the payment, a late charge of 15% of the amount past due (but at least \$7.50) for each late payment. Each month the past due payment remains unpaid, an additional late fee in the amount defined will be assessed. Payments are applied to late fees and service charges first and then to the lease obligation. Amounts will be payable in addition to all amounts payable by Lessee to Lessor as a result of exercise of any of the remedies herein provided. If Lessee requests any services not provided for herein, Lessee agrees to pay an applicable fee for delivery of such services. Lessee will inform Lessor of any change in Lessee's name, address, billing address, telephone numbers, location of the Leased Equipment, or DDA. If Lessee fails to comply with any provision of the lease, Lessor will have the right, but not be obligated, to affect such compliance on behalf of Lessee upon ten (10) days prior written notice to Lessee. In such event, all monies expended by, and all expenses of Lessor in effecting such compliance, will be deemed to be additional rental, and will be paid by Lessee at the time of the next monthly payment of rent. All notices under the lease will be sufficient if given personally or mailed postage prepaid to the party intended at the respective address set forth herein, or at such other address as said party may provide in writing from time to time. The lease inures to the benefit of and is binding upon the personal representatives, successors and assigns of the parties hereto. Time is of the essence of the lease. Lessor and Lessee intend the lease to be a valid and subsisting legal instrument, and agree that no provision of the lease that may be deemed unenforceable will in any way invalidate any other provision or provisions of the lease, all of which will remain in full force and effect. The lease will be binding when accepted in writing by Lessor and will be governed by the laws of the state where the Leased Equipment is located."

19) **Schedule A, Section 1.20 Important Information about Credit Reporting** is deleted.

20) **Schedule A, Section 2.6 Title; Quiet Enjoyment** is replaced as follows:

"Title; Quiet Enjoyment. Lessor will at all times retain title to the Leased Equipment. Lessor may at Lessee's expense, cause the lease or any document, statement or other instrument in respect to the lease showing Lessor's interest in the Leased Equipment, including without limitation Personal Property Security Act or Civil Code of Quebec financing statements, to be filed, registered or recorded, or refiled, reregistered and rerecorded, as applicable. Lessee waives the right, where permitted by law, to receive a copy of any financing statement, financing change statement or verification statement. Lessee agrees to execute and deliver any document, statement or instrument requested by Lessor for such purpose, and agrees to reimburse Lessor for any expense arising therefrom. Lessee will at Lessee's expense protect and defend Lessor's title against all persons claiming against or through Lessee, at all times keep the Leased Equipment free from legal process or encumbrance whatsoever, and will give Lessor immediate notice thereof and will be responsible for any loss caused thereby. Lessee agrees to procure for and deliver to Lessor, such estoppel certificates, landlord's or mortgagees' waiver or other similar documents as Lessor may request. Provided Lessee is not in default hereunder, Lessee may quietly use and enjoy the Leased Equipment subject to the terms hereof."

21) **Schedule A, Section 2.9 Indemnity** is replaced as follows:

"Responsibility of Lessor. As between Lessor and Lessee, Lessee will be responsible for, and at its own expense, defend itself against any and all liability, damage or loss, arising out of the ownership, selection, possession, leasing, operation, control, use, condition, maintenance, delivery and return of the Leased Equipment. The obligations herein provided will continue in full force and effect notwithstanding the termination of the lease."

22) **Schedule B, Section 1.5 Personal Guaranty** is deleted.

23) **Schedule B, Section 1.6 Jurisdiction and Venue; Governing Law** is deleted.

24) **Schedule B, Section 1.7 Arbitration** is deleted.

25) **Schedule C, Section 16** is hereby added:

"16. Effective March 1, 2020, (i) either Elavon or Company may terminate the ECS services portion of the Agreement at any time upon thirty days' prior written notice to the other party, and (ii) Elavon may, at its option, transition Company to a new program offered by Elavon that provides services similar to the ECS."