

NEW MERCHANT APPLICATION - GOVERNMENT / INSTITUTIONAL

1 MERCHANT INFORMATION			
LEGAL/CORPORATE NAME:			
DBA NAME (IF DIFFERENT THAN ABOVE):		DBA PHONE #:	
CONTACT NAME:		DBA FAX #:	
DBA ADDRESS 1 (NO PO BOX):		CUSTOMER SERVICE PHONE #:	
DBA ADDRESS 2:		PREVIOUS PROCESSOR:	
CITY:	STATE:	ZIP CODE:	YEAR ESTABLISHED:
EMAIL ADDRESS:			

2 MAILING ADDRESS (IF DIFFERENT THAN ABOVE)			
MAILING NAME:		MAILING PHONE #:	
MAILING CONTACT:		MAILING FAX #:	
MAILING ADDRESS:	CITY:	STATE:	ZIP CODE:

3 CONTACT INFORMATION (AUTHORIZED REP)		
<input type="checkbox"/> OFFICER <input type="checkbox"/> MANAGER <input type="checkbox"/> AUTHORIZED REPRESENTATIVE <input type="checkbox"/> OTHER TITLE _____		
FIRST NAME:	MI:	LAST NAME:
CONTACT ADDRESS:		CONTACT PHONE #:
CITY:	STATE:	ZIP CODE:

OTHER MERCHANT INFORMATION	
AVERAGE SALE AMOUNT: \$	DESCRIPTION OF PRODUCT OR SERVICES OFFERED:
TOTAL MONTHLY VISA/MC/DISC/UNIONPAY SALES: \$	MCC:
CARD PRESENT (SWIPE) _____ % CARD PRESENT (NOT SWIPE) _____ % MAIL ORDER _____ % TELEPHONE ORDER _____ % INTERNET _____ % TOTAL = 100%	WHEN DOES THE CUSTOMER RECEIVE THE PRODUCT OR SERVICE? <input type="checkbox"/> SAME DAY <input type="checkbox"/> IF NOT SAME DAY, _____ # OF DAYS (INCLUDE SHIPPING TIME FRAME) IS ANY PRODUCT DELIVERY OVER 1 YEAR? <input type="checkbox"/> YES <input type="checkbox"/> NO FOR INTERNET TRANSACTIONS: LIST THE PRODUCT WEB SITE: _____ "CONTACT US" EMAIL ADDRESS: _____
DO YOU OPERATE SEASONALLY: <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PLEASE CHECK MONTHS CLOSED:	
<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	

FOR INTERNAL USE ONLY			
<input type="checkbox"/> NEW LOCATION	<input type="checkbox"/> ADDITIONAL LOCATION	EXISTING MID:	CHAIN #: LOCATION OF
PORTFOLIO CODE:	FI:	AGENT:	BANK:
CLIENT GROUP #:	ENTITY:	REP #:	AWB:
STATEMENTS <input type="checkbox"/> DBA OR <input type="checkbox"/> MAILING OR <input type="checkbox"/> W-9	SHIPPING <input type="checkbox"/> DBA OR <input type="checkbox"/> MAILING OR <input type="checkbox"/> W-9 OR <input type="checkbox"/> SEE SPECIAL INSTRUCTIONS	RETIREVALS <input type="checkbox"/> MAIL TO: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR <input type="checkbox"/> FAX TO: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR <input type="checkbox"/> ONLINE CASE MANAGEMENT (OCM)	CHARGEBACKS <input type="checkbox"/> MAIL TO: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR <input type="checkbox"/> FAX TO: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR <input type="checkbox"/> ONLINE CASE MANAGEMENT (OCM)
AUTO SEND: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (CHAIN MERCHANTS ONLY - MUST INCLUDE CHAIN SET UP FORM)			

CARD ACCEPTANCE (PLEASE CHECK EACH CARD YOU WISH TO ACCEPT.) **PRICING CATEGORY**

<input type="checkbox"/> ALL VISA/MASTERCARD/UNIONPAY/DISCOVER CARDS (JCB, DI)	<input type="checkbox"/> RETAIL <input type="checkbox"/> LODGING <input type="checkbox"/> MO/TO / INTERNET <input type="checkbox"/> VISA CREDIT <input type="checkbox"/> VISA DEBIT <input type="checkbox"/> MASTERCARD CREDIT <input type="checkbox"/> MASTERCARD DEBIT <input type="checkbox"/> DISCOVER (JCB, DI) <input type="checkbox"/> UNIONPAY <input type="checkbox"/> RESTAURANT <input type="checkbox"/> SUPERMARKET <input type="checkbox"/> ARU
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PRICING INFORMATION			FEES			
<input type="checkbox"/> TIERED*	RATE	PER ITEM	OTHER AUTHORIZATIONS:	PER AUTH	ONE TIME FEE TYPE:	
QUALIFIED	___%	\$ ___	VISA	\$	APPLICATION FEE	\$
MID QUALIFIED	___%	\$ ___	MASTERCARD	\$	INSTALLATION/TRAINING	\$
NON QUALIFIED	___%	\$ ___	DISCOVER	\$	RUSH SHIPMENT	\$
OPT. <input type="checkbox"/> CHECK CARD <input type="checkbox"/> SPRMKT <input type="checkbox"/> QPS/SMALL TKT	___%	\$ ___	UNIONPAY	\$	OTHER:	\$
OPT. REWARDS TIER	___%	\$ ___	AMEX ONEPOINT	\$	OTHER:	\$
OPT. COMMERCIAL CARD TIER	___%	\$ ___	OTHER:	\$	OTHER:	\$
<input type="checkbox"/> ENHANCED IC PLUS*			OTHER:	\$	MONTHLY FEE TYPE:	
CHECK CARD QUALIFIED	___%	\$ ___	OTHER:	\$	SUPPORT FEE	\$0.00
QUALIFIED	___%	\$ ___	OTHER:	\$	<input type="checkbox"/> ELECTRONIC STATEMENT	
REWARDS QUALIFIED	___%	\$ ___	OTHER:	\$	OR	
MID QUALIFIED	___%	\$ ___	VOICE AUTHORIZATIONS (PER OCCURRENCE):		<input type="checkbox"/> PAPER STATEMENT	
COMMERCIAL NON QUALIFIED	___%	\$ ___	VOICE - ARU (TOUCHTONE)	\$0.75	STATEMENT MAILING FEE (FOR PAPER STATEMENTS ONLY)	\$5
NON QUALIFIED	___%	\$ ___	VOICE - OPERATOR ASSISTED	\$0.75	MINIMUM DISCOUNT	\$0.00
<input type="checkbox"/> DIFFERENTIAL PLUS*			VOICE - AVS	\$0.75	PCI SECURITY PROGRAM	\$7
VISA - QUAL	___%	\$ ___	VOICE - BANK REFERRAL	\$4.00	OTHER:	\$
MASTERCARD - QUAL	___%	\$ ___	PIN DEBIT:		OTHER:	\$
DISCOVER - QUAL	___%	\$ ___	RATE (PLUS NETWORK SWITCH FEE)	\$ (PER ITEM)	OTHER:	\$
UNIONPAY - QUAL	___%	\$ ___	MONT. PRICING=S / AUTH PRICING=ASSOC		OTHER:	\$
NON-QUAL	___%	_____	IC PLUS/ASSOC	\$ (PER AUTH)	PER OCCURRENCE FEE TYPE:	
PRICING PROGRAM (REQUIRED FOR IDP):			MONT. PRICING=ICDIF/AUTH PRICING=ASSOC		CHARGEBACK FEE	\$25
<input checked="" type="checkbox"/> IC PLUS* ___%		\$0.12			RETURN ITEM (NSF) FEE	\$20
* RATES ARE FOR ALL CARD ACCEPTANCE TYPES SELECTED. ALL CARD BRAND ASSESSMENTS WILL BE PASSED THROUGH AT COST.					OTHER:	\$
					OTHER:	\$
					OTHER:	\$

AMERICAN EXPRESS

ESA ONEPOINT CAP # _____ MONTHLY VOLUME: \$ _____

AMEX RATE* ___% \$ _____ CARD NOT PRESENT DOWNGRADE: (APPLIES TO CERTAIN INDUSTRY TYPES) **0.30 %**

*Rates listed above are based on the current understanding of your Industry Type and Card Acceptance Method and are subject to change upon review by our Underwriting Department (your first statement will confirm your American Express rate based on this review) - Assessments are billed as pass through. American Express Prepaid Cards are billed at 1.95% (with the exclusion of Supermarkets) regardless of industry type and card acceptance method. Future American Express rates are subject to change with 30 days notice.

BANK ACCOUNT (CHECKING ACCOUNTS ONLY)

DEPOSIT BANK NAME:	ABA/ROUTING #:	DDA ACCOUNT #:
BILLING BANK NAME (IF DIFFERENT):	ABA/ROUTING #:	DDA ACCOUNT #:
CHARGEBACK BANK NAME (IF DIFFERENT):	ABA/ROUTING #:	DDA ACCOUNT #:

POINT OF SALE (EQUIPMENT OR SOFTWARE)

NETWORK: ELAVON OTHER

VAR SERVICE PROVIDER (HOSTED):	VAR VENDOR (DISTRIBUTED):	VAR VERSION:	GATEWAY (OPTIONAL):
	VAR PRODUCT:		AGGREGATOR:

PURCHASE OR LEASE			PURCHASE		LEASE**		SOFTWARE/WIRELESS		
QTY	POS DESCRIPTION	ITEM CODE	PRICE PER UNIT	TERM MONTHLY	MONTHLY RATE PER UNIT	WIRELESS SETUP PER UNIT	MONTHLY FEE PER UNIT	PER AUTH FEE	
			\$		\$	\$	\$	\$	
			\$		\$	\$	\$	\$	
			\$		\$	\$	\$	\$	
			\$		\$	\$	\$	\$	

MERCHANT OWNS

QTY	POS DESCRIPTION	ITEM CODE	REPROGRAM FEE PER UNIT	TERMINAL PIN PAD ENCRYPTION	WIRELESS SETUP PER UNIT	MONTHLY FEE PER UNIT	PER AUTH FEE
			\$	<input type="checkbox"/>	\$	\$	\$
			\$	<input type="checkbox"/>	\$	\$	\$
			\$	<input type="checkbox"/>	\$	\$	\$

EXCHANGE/SPECIAL PROGRAMS

QTY	POS DESCRIPTION	ITEM CODE	PRICE PER UNIT	USED	EQUIPMENT BACK FROM MERCHANT
			\$		

**PLEASE NOTE THAT ALL LEASES MUST COMPLETE THE LADCO LEASE AGREEMENT. ALL APPLICABLE STATE AND LOCAL TAXES WILL BE APPLIED. SALES TAX EXEMPT

OTHER CARD TYPES EXISTING				
	SE #	AUTH FEE	SE #	AUTH FEE
AMEX	_____ (10 DIGITS)	\$ _____	OTHER: _____	\$ _____
EBT	_____ (7 DIGITS)	\$ _____	OTHER: _____	\$ _____
REPORT TOOLS				
<input type="checkbox"/> MCP ONLY OR <input type="checkbox"/> MCP WITH OCM MONTHLY FEE \$ _____ SET UP FEE \$ _____ # USERS _____ SET UP TYPE (CHECK ONE) <input type="checkbox"/> MID <input type="checkbox"/> CHN <input type="checkbox"/> ENT <input type="checkbox"/> ACS MONTHLY FEE \$ _____ SET UP FEE \$ _____ REMOTE ID _____				
ECS PRODUCT SELECTION AND PRICING				
PROCESSING OPTIONS: <input type="checkbox"/> POP (POS IMAGE) <input type="checkbox"/> ARC (POS IMAGE) <input type="checkbox"/> BOC (<input type="checkbox"/> POS IMAGE OR <input type="checkbox"/> CASH OFFICE IMAGE)				
1. ANNUAL CHECK VOLUME: \$ _____		2. AVERAGE CHECK AMOUNT: \$ _____		3. MAXIMUM CHECK AMOUNT: \$ _____
ECS MONTHLY MINIMUM: \$ _____			PLEASE CHECK BOX FOR EACH ADDITIONAL SERVICE OPTION	
<input type="checkbox"/> CONVERSION WITH GUARANTEE GUARANTEE RATE: _____ % PER TRANSACTION: \$ _____ <input type="checkbox"/> CONVERSION WITH VERIFICATION <input type="checkbox"/> COLLECTIONS PER TRANSACTION: \$ _____ PER RETURN TRANSACTION: \$ _____ <input type="checkbox"/> CONVERSION ONLY <input type="checkbox"/> COLLECTIONS PER TRANSACTION: \$ _____ PER RETURN TRANSACTION: \$ _____			<input type="checkbox"/> NSF SERVICE FEE PROCESSING @ \$2.00 PER NSF ITEM. NOT APPLICABLE FOR POP GUARANTEE AND ALL ARC PRODUCTS <input type="checkbox"/> ENQUIRE REPORTING ACCESS: # USERS: _____ @ \$29.95 EACH PER MONTH <input type="checkbox"/> TURN OFF RETURN MEMO ADVICES	
EGC CARDS		EGC PRICING		
CARD STYLE	CARD QUANTITY	PRICE		
<input type="checkbox"/> BASIC	_____	\$ _____	<input type="checkbox"/> TRANSACTION PRICING: \$ _____ PER TRANSACTION AND \$ _____ PER MONTH.	
<input type="checkbox"/> STANDARD	_____	\$ _____	OR	
<input type="checkbox"/> CUSTOM	_____	\$ _____	<input type="checkbox"/> MONTHLY PRICING: \$ _____ PER MONTH	
<input type="checkbox"/> SHARING CARDS <i>EXISTING MID:</i>			{INCLUDES _____ TRANSACTIONS PER LOCATION ANNUALLY. ADDITIONAL TRANSACTION BILLED \$0.29 PER TRANSACTION}	
MAX CARD VALUE \$ _____ (DEFAULT \$500)				
EGC CARRIERS		EGC SERVICE FEES		
<input type="checkbox"/> CARD CARRIERS (ENTER TOTAL CARDS) # _____ OF STYLE _____ # _____ OF STYLE _____ \$ _____ X _____ # _____ OF STYLE _____ (MULTIPLES OF 100 ONLY)		<input type="checkbox"/> SERVICE FEES (CARDHOLDER CHARGED ON UNUSED BALANCES) - CUSTOM CARDS ARE REQUIRED - FEE MERCHANT CHARGED PER TRANSACTION \$0.12 - APPLY SAME TO ALL STATES? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (IF NO, COMPLETE FOR EACH STATE) FEE AMOUNT: \$ _____ APPLIED: <input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY BEGINNING: _____ MONTHS AFTER LAST TRANSACTION DATE (CANNOT BE LESS THAN 12 MOS) LOCK BALANCES AFTER: _____ MONTHS OF NON-USE (DEFAULT 72 MONTHS, CANNOT BE LESS THAN 60 MONTHS)		
EGC OPTIONS		EGC NETWORK		
<input type="checkbox"/> MONTHLY ONLINE ADMIN - # _____ USERS \$ _____ <input type="checkbox"/> GRAPHIC DESIGN SERVICE \$ _____ <input type="checkbox"/> CUSTOM CARD UPGRADE \$ _____		<input type="checkbox"/> MISC FEE - _____ \$ _____ <input type="checkbox"/> MISC FEE - _____ \$ _____ <input type="checkbox"/> ELAVON <input type="checkbox"/> GIVEX		
EGC STANDARD CARD ORDER DETAILS				
CARD STYLE: _____		TEXT COLOR: _____		
JUSTIFICATION: <input type="checkbox"/> LEFT <input type="checkbox"/> CENTER <input type="checkbox"/> RIGHT <input type="checkbox"/> AS SUBMITTED				
IMPRINT: <input type="checkbox"/> LOGO (TO AVOID DELAY, PLEASE SUBMIT ARTWORK TO: EGCARTWORK@ELAVON.COM) OR <input type="checkbox"/> TEXT (IMPRINTING DETAILS MUST BE ENTERED BELOW)				
♦ FONT (SELECT ONE): <input type="checkbox"/> Arial <input type="checkbox"/> <i>Brush Script</i> <input type="checkbox"/> Times New Roman				
♦ Text Case (select ONE): <input type="checkbox"/> Title Case <input type="checkbox"/> UPPER CASE <input type="checkbox"/> lower case <input type="checkbox"/> As submitted				
EGC NOTES				
BPP		CHECK SERVICE COMPANY		
<input type="checkbox"/> BILL PAYMENT PORTAL		NAME: _____	SERVICE #: _____	PRIMARY PHONE #: _____
				SECONDARY PHONE #: _____
CURRENCY EXCHANGE		MONEY MANAGER		
<input type="checkbox"/> DYNAMIC CURRENCY CONVERSION (DCC) - REBATE: 0.75% DCC ANNUAL REGISTRATION FEE: \$25.00		<input type="checkbox"/> MONEY MANAGER VENDOR: _____		
OR <input type="checkbox"/> MULTI-CURRENCY		<input type="checkbox"/> WORKING CAPITAL VENDOR: _____		
PINLESS DEBIT				
<input type="checkbox"/> PINLESS DEBIT				

SUBSTITUTE FORM W-9

- GOVERNMENT
 NON-PROFIT CHARITABLE OR SOCIAL (INCLUDE DOCUMENTS THAT SUPPORT TAX EXEMPT STATUS)
 OTHER

NAME* :
 *NAME (OF BUSINESS) AS SHOWN ON YOUR BUSINESS INCOME TAX RETURNS. FOR SOLE PROPRIETORS, THIS SHOULD ALWAYS BE THE OWNER'S NAME.

ADDRESS: _____ TIN (EMPLOYER ID #): _____
 OR
 CITY: _____ STATE: _____ ZIP CODE: _____ TIN (SOCIAL SECURITY #): _____

4 MERCHANT REPRESENTATIONS AND CERTIFICATIONS

Merchant Representations and Certifications. By signing below, the applicant merchant ("Merchant") and its representative(s) represent and warrant to Elavon, Inc. ("Elavon"), with offices at 7300 Chapman Highway, Knoxville, TN 37920, and U. S. Bank National Association ("Member"), with offices at U. S. Bancorp Center, 800 Nicollet, Minneapolis, MN 55402, (collectively, "we" or "us") that (i) all information provided in this merchant application ("Merchant Application") is true and complete and properly reflects the business and financial condition of Merchant, and (ii) the persons signing this Merchant Application are duly authorized to bind Merchant to all provisions of this Merchant Application and the Agreement. The signature by an authorized representative of Merchant on the Merchant Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Merchant's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Merchant Application, the Terms of Service ("TOS") and the Merchant Operating Guide ("MOG") 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/MOG_Eng.pdf, respectively. If Merchant does not have access to view the TOS or MOG at our website please contact our customer service center. Notwithstanding any such non-receipt of the TOS or MOG, Merchant 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 Merchant Application, have the same meaning ascribed to them in the TOS and MOG.

Merchant must obtain an Authorization Code via electronic terminal or similar device before completing any transaction. Merchant 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 MERCHANT WILL NOT RECEIVE A CHARGEBACK FOR THAT TRANSACTION.

Merchant and its representative(s) authorize us prior to our acceptance of this Merchant Application and from time to time thereafter, to investigate the business history and background of Merchant and to obtain credit reports or other background investigation reports on Merchant that we consider necessary to review the acceptance and continuation of this Merchant Application. Merchant also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.

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.

This Merchant 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 Merchant Application. Delivery of executed counterparts of this Merchant Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Merchant Application shall constitute a signed original.

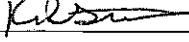
All merchants must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS"). Elavon requires Level 4 merchants (determined based on transaction volume) to validate PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval. Any merchant 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 \$34.95 until Elavon is provided with validation of compliance. Merchant may be eligible for Data Breach Coverage following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview for coverage details and conditions.

American Express Acceptance Agreement - By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize Elavon and American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates, as defined in the AXP agreement, to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Elavon and AXP and AXP agents and Affiliates to inform me directly, or through the entity above, of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize AXP to use the reports from consumer reporting agencies for marketing and administrative purposes. I understand that upon AXP's approval of the application, the entity will be provided with the Agreement and materials welcoming it either to AXP's program for Elavon to perform services for AXP or to AXP's standard Card acceptance program which has different servicing terms (e.g. different speeds of pay). I understand that if the entity does not qualify for the Elavon servicing program that the entity may be enrolled in American Express's standard Card acceptance program, and the entity may terminate the Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Agreement.

SIGNATURE: X	PRINTED NAME:	TITLE:	DATE:
SIGNATURE: X	PRINTED NAME:	TITLE:	DATE:

SUBMITTED BY (INTERNAL USE ONLY)

To the best of my knowledge, I certify that the information provided in this Merchant Application was provided by the Merchant and is true, complete and accurate. I further certify that the signatures were provided by the Merchant's authorized representative.

SALES REP SIGNATURE: X 	PRINTED NAME: Kevin R. Grothouse	REP ID #: 19874	DATE: 1/23/2012
REP PHONE #: (513)632-4496	REP EMAIL: kevin.grothouse@usbank.com		

FOR INTERNAL USE ONLY

ACCEPTED BY ELAVON, INC.:	DATE:	v.USA-GOV-USB-0912
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GOVERNMENT ENTITIES AND INSTITUTIONS ADDENDUM

PROCESSING SERVICES FOR GOVERNMENT ENTITIES AND INSTITUTIONS. Merchant elects and agrees to accept the Payment Device Processing Services for government entities and institutions, as such services are further described in this Addendum and the Exhibits hereto, and subject to the terms and conditions of the applicable provisions of the Agreement. Except as expressly modified pursuant to this Addendum, all terms and conditions of the Agreement remain in full force and effect and shall govern the relationship among the parties to this Addendum.

Capitalized terms used and not otherwise defined in this Addendum shall have the meanings ascribed to them in the Agreement (including the Terms of Service) or in the Merchant Operating Guide ("MOG"), which are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Government Entities and Institutions Addendum to the Agreement.

Lexington-Fayette Urban County Government
MERCHANT

By: _____

Name: _____

Title: _____

ELAVON, INC.

By: Kevin R. Grothouse

Name: Kevin R. Grothouse

Title: Assistant Vice President

Date: 1-23-2013
(Addendum "Effective Date")

MEMBER

By: Kevin R. Grothouse

Name: Kevin R. Grothouse

Title: Assistant Vice President

Section A – General Provisions Applicable to All Merchants under this Addendum

- 1) 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 Merchants operating under this Addendum.
- a) **Section (A)(4)(d) Chargebacks** is revised to read as follows:

“d. **Chargebacks.** Merchant agrees to accept for Chargeback, and will be liable to Elavon and Member in the amount of any Transaction for which the Customer or Issuer disputes the validity of the Transaction for any reason under the Payment Network Regulations. Merchant authorizes Elavon and Member to offset from funds due Merchant for Transaction activity or to debit the DDA or the Reserve Account for the amount of all Chargebacks including, as applicable, any currency fluctuations. Merchant will fully cooperate with Elavon and Member in complying with the Payment Network Regulations regarding all Chargebacks.”
 - b) **Section (A)(5)(d) Indemnity** is deleted.
 - c) **Section (A)(6)(a)(i) Security Agreement** is deleted.
 - d) **Section (A)(6)(a)(ii) Perfection** is deleted.
 - e) **Section (A)(8)(a) Accuracy of Information** is revised to read as follows:

“a. **Accuracy of Information.** Merchant represents and warrants to Member and Elavon that all information provided to Elavon in the Merchant Application, in the bid process if applicable, or otherwise in the Agreement is correct and complete. Merchant must promptly notify Elavon in writing of any material changes to such information, including, without limitation, any additional location or new facility at which Merchant desires to use the Processing Services provided under this Addendum, the form of entity, change in control, material changes to the type of goods and services provided and/or payments accepted, and how Transactions are completed (e.g., by telephone, mail, electronic commerce, or in person at Merchant’s place of business). The notice must be received by Elavon at least ten (10) business days prior to the change. Merchant will promptly provide any additional information reasonably requested by Elavon. Elavon has the right to rely upon written instructions submitted by Merchant to request changes to Merchant’s business information. Merchant may request written confirmation of Elavon’s consent to the changes to the Merchant’s business information. Merchant will be responsible for all losses and expenses incurred by Elavon or Member arising out of Merchant’s failure to provide proper notice or requested information for any such change, and will not make any claims against Elavon or Member for any losses sustained by Merchant as a result of such failure. Elavon may immediately terminate the Agreement upon a material change to the information in the Merchant Application if such change is not approved by Elavon.”
 - f) **Section (A)(8)(b) Indemnification** is deleted and replaced with the following two sections:

“i. **Merchant Responsibilities.** As between Merchant, Elavon and Member, Merchant will be responsible for, and at its own expense, defend itself against any suits, claims, losses, demands or damages arising out of or in connection with (A) any dispute with a Customer, Cardholder or any third party relating to any Transaction, (B) any action taken by Elavon or Member with respect to the DDA or Reserve Account in accordance with the Agreement, or (C) any breach by Merchant of any obligation under this Agreement. Merchant will not make any claims against Elavon or Member 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.”

“ii. **Elavon Responsibilities.** Elavon will be responsible for and will at its own expense defend itself against any suits, claims, losses, demands or damages arising out of (A) Elavon’s breach of the Agreement, or (B) Elavon’s negligence, gross negligence or willful misconduct.”
 - g) **Section (A)(9)(a) Organization** is revised to read as follows:

“a. **Organization.** Merchant is validly existing and duly organized under the laws of the jurisdiction in which it was formed with all necessary authority, qualifications, licenses and registrations necessary to conduct its business, in all jurisdictions where Merchant conducts business.”
 - h) **Section (A)(10)(a) Audit** is revised to read as follows:

“a. **Audit.** In the event that Elavon or Member reasonably suspects that they are subject to a financial or reputational risk due to Merchant’s actions or omissions, Merchant authorizes Elavon and Member to perform an audit or inspection of Merchant’s operations to confirm compliance with the Agreement upon reasonable advance notice and at Elavon’s or Member’s expense. Merchant agrees to cooperate, in good faith, with any such audit conducted by Elavon or Member. Further, Merchant acknowledges and agrees that the Payment Networks have the right to audit Merchant’s business to confirm compliance with the Payment Network Regulations.”
 - i) **Section (A)(10)(b)(i) Authorizations** is revised to read as follows:

“i. **Authorizations.** Merchant authorizes Elavon and Member to make, from time to time, any business credit or other inquiries they consider necessary to review the Merchant Application or continue to provide services under the Agreement. Merchant also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to Elavon.”

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- j) **Section (A)(10)(b)(ii) Financial Information** is revised to read as follows:
 “ii. **Financial Information.** Upon the request of either Elavon or Member, Merchant will provide Elavon and Member audited financial statements prepared by an independent certified public accountant selected by Merchant, or if Merchant is audited by a governmental authority, then Merchant will provide financial statements from such governmental authority. Within one hundred twenty (120) days after the end of each fiscal year (or in the case of a government entity, when available), Merchant will furnish Elavon and Member, 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. Merchant shall also provide Elavon and Member such interim financial statements and other information as Elavon or Member may request from time to time.”
- k) **Section (A)(13) Personal Guaranty** is deleted.
- l) **Section (A)(14)(a) Products or Services** is revised to read as follows:
 “a. **Products or Services.** Merchant may desire to use a Value Added Servicer to assist Merchant with its Transactions. Merchant shall not utilize any such third parties unless Merchant has disclosed such use to Elavon previously in writing, and unless such Value Added Servicer is fully compliant with all Laws and Payment Network Regulations. Any Value Added Servicer used by Merchant must be registered with the Payment Networks prior to the performance of any contracted services on behalf of Merchant. Further, as between the parties to this Agreement, Merchant will be bound by the acts and omissions of its Value Added Servicer and Merchant will be responsible for compliance by such Value Added Servicer with all Laws and Payment Network Regulations. Merchant will be responsible for any loss, cost, or expense incurred in connection with or by reason of Merchant’s use of any Value Added Servicer. Neither Elavon nor Member is responsible for the Value Added Servicer, nor are they responsible for any Transaction until Elavon receives data for the Transaction in the format required by Elavon.”
- m) **Section (A)(15)(b)(i) Termination, Merchant**, the following is added as **Section (A)(15)(b)(i)(cc)**:
 “cc. The Agreement may be terminated by Merchant in the event that sufficient legislative appropriation is not available, provided that Merchant gives Elavon and Member sixty (60) days’ notice prior to termination.”; **and Section (A)(15)(b)(ii)(aa) Termination, Elavon or Member** is revised to read as follows: “The Agreement may be terminated by Elavon or Member at any time without cause during the Initial Term or any Renewal Term by providing Merchant ninety (90) days advance written notice.”
- n) **Section (A)(15)(c)(iii) Return to Elavon** is revised to read as follows:
 “iii. **Return to Elavon.** All Confidential Information, promotional materials, advertising displays, emblems, Transaction Receipts, Credit Transaction Receipts, and other forms supplied to Merchant and not purchased by Merchant or consumed in use will remain the property of Elavon and must be returned to Elavon or destroyed within thirty (30) days after termination of the Agreement.”
- o) **Section (A)(16)(d) MATCH™ and Consortium Merchant Negative File** is revised to read as follows:
 “d. **MATCH™ and Consortium Merchant Negative File.** Merchant acknowledges that Member and/or Elavon is required to report Merchant’s business name and the name of Merchant’s principals to the MATCH™ listing maintained by MasterCard and accessed and updated by Visa and American Express, to the Consortium Merchant Negative File maintained by Discover, or to any other negative or terminated merchant file of any other Payment Network, if applicable, pursuant to the requirements of the Payment Network Regulations. Merchant specifically consents to the fulfillment of the obligations related to the listing by Elavon and Member, the listing itself, and Merchant waives all claims and liabilities Merchant may have as a result of such reporting.”
- p) **Section (A)(16)(e) Security Program Compliance** is revised to read as follows:
 “e. **Security Program Compliance.** Merchant must comply with the requirements of the Payment Card Industry (PCI) Data Security Standard (PCI DSS) including the Cardholder Information Security Program (CISP) of Visa, the Site Data Protection Program (SDP) of MasterCard, the Data Security DISC Program and the PCI DSS regulations of Discover Network, and the security programs of any other Payment Network regarding which Merchant accepts a Payment Device, as applicable, and any modifications to, or replacements of such programs that may occur from time to time (collectively, “Security Programs”). Merchant shall also ensure that all Value Added Servicers from whom Merchant procures services or third party POS Devices comply with the requirements of the Security Programs. Upon request, Elavon will provide Merchant with the respective website links to obtain the current requirements of the Visa, MasterCard, and Discover Network Security Programs. Merchant is responsible for Merchant’s own actions or inactions, those of Merchant’s officers, directors, shareholders, employees and agents, including any Value Added Servicer (collectively, “Merchant’s Agents”). Merchant shall be responsible for any liability, loss, cost, or expense resulting from the violation of any of the Security Program requirements by Merchant or any of Merchant’s Agents.”
- q) **Section (A)(17)(a) Use of Trademarks** is revised to read as follows:
 “a. **Use of Trademarks.** Merchant may use and display the promotional materials provided by Elavon on Merchant’s premises as may be required or requested by the Payment Networks. Merchant’s use of Visa, MasterCard and Discover Network marks, as well as marks of other Payment Networks, will fully comply with the Payment Network

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Regulations. Merchant's right to use all such marks will be terminated upon termination of the Agreement or upon notice by a Payment Network to discontinue such use. Merchant's use of promotional materials provided by Visa, MasterCard, Discover Network, and/or other Payment Networks will not indicate, directly or indirectly, that Visa, MasterCard, Discover Network, or such other Payment Networks endorse any goods or services other than their own and Merchant may not refer to Visa, MasterCard, Discover Network or any other Payment Networks in stating eligibility for Merchant's products or services."

r) **Section (A)(17)(c) Passwords** is revised to read as follows:

"c. **Passwords.** If Merchant receives a password from Elavon to access any of Elavon's databases or services Merchant will: (i) keep the password confidential; (ii) not allow any other entity or person to use the password or gain access to Elavon's databases or services; (iii) be responsible for all action taken by any user of the password that obtained access to the password from Merchant; and (iv) promptly notify Elavon if Merchant believes Elavon's databases or services or Merchant's information has been compromised by use of the password. If Merchant receives passwords from a third party for products or services related to Transaction processing, Merchant must protect such passwords in the manner required by such third party and be responsible for any losses, costs, or expenses that arise from Merchant's use or misuse of such third party passwords."

s) **Section (A)(18)(b) Governing Law in the United States** is deleted.

t) **Section (A)(18)(c) Jurisdiction and Venue; Governing Law in Canada** is deleted.

u) **Section (A)(18)(d) Exclusivity** is deleted.

v) **Section (A)(18)(f) Assignability** is revised as follows:

"f. **Assignability.** The Agreement may not be assigned by Merchant, directly or by operation of law, without the prior written consent of Elavon. If Merchant, nevertheless, assigns the Agreement without Elavon's consent, the Agreement will be binding on the assignee as well as Merchant. Elavon will not transfer or assign the Agreement without the prior written consent of Merchant, provided that such consent shall 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 shall merge or consolidate, or who may acquire substantially all of Elavon's stock or assets."

w) **Section (A)(18)(g) Arbitration** is deleted.

x) **Section (A)(18)(k) Attorney's Fees** is deleted.

y) **Section (A)(18)(p) Amendments** is revised as follows:

"p. **Amendments.** Except as otherwise provided in the Agreement, amendments to the Agreement shall 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 Merchant. Elavon or Member will inform Merchant of such a change in a periodic statement or other written notice, and such change will become effective not less than thirty (30) days following the issuance of the notice. Notwithstanding the previous sentence, changes to fees authorized by the Agreement will be effective upon notice to Merchant, unless a later effective date is provided."

z) **Section (A)(19)(d) Personal Guaranty** is deleted.

aa) **Sections (A)(19)(f) through (A)(19)(x) and Section (A)(20)** regarding equipment leasing, are hereby deleted. If Merchant desires to lease equipment, a separate agreement is required.

bb) **Section (A)(22)(a)(ii)(bb)(1) Customer Authentication** is replaced as follows:

"1. **Customer Authentication.** In addition to satisfying the applicable requirements set forth in the Agreement, the MOG, the ECS MOG (as applicable) and any other guides, manuals or materials provided to Merchant by Elavon or Member, Merchant must provide to Elavon and Member such Customer information as may reasonably be required for Elavon and Member to perform their obligations under the Agreement. Elavon and Member will authenticate the identity of each Customer, on Merchant's behalf, based solely on the Customer information provided by Merchant to Elavon in the Bill Load File uploaded into the Bill Payment Portal and using the authentication criteria as directed by Merchant. Merchant agrees that Elavon and Member are entitled to rely on the accuracy of the Customer information provided by Merchant and that Elavon and Member shall only be responsible for authenticating each Customer as and to the extent directed by Merchant in writing. Merchant shall be responsible for any losses that may result from: (a) errors in the authentication of a Customer or in the processing of Transactions that result from incorrect Customer information provided to Elavon or Member; and (b) inaccurate or incomplete authentication of a Customer that does not result from Elavon or Member's errors or omissions. Merchant grants Elavon and Member and their designated agents access to and use of Customer information and such other data as is reasonably necessary for Elavon and Member to perform their obligations under the Agreement. Merchant's provision of such Customer information to Elavon and Member will not breach any agreement to which Merchant is a party or violate Laws."



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Section D – Government/Public Institution Service Fees

(MasterCard Convenience Fee Program for Education and Government Merchants or Visa Tax Payment Program Only; all other Convenience Fees are governed by the Merchant Operating Guide)

- 2) The following provisions are added to the TOS for Merchants instituting a Government/Public Institution Service fees under this Addendum.
 - a) **Government/Public Institution Service Fees.** If Merchant is both eligible to charge or to have Elavon charge Government/Public Institution Service Fees (as defined on Exhibit B hereto) and has elected on Exhibit A to manage or to have Elavon manage Government/Public Institution Service Fees, then Merchant shall comply with the Government/Public Institution Service Fee Terms and Conditions attached hereto as Exhibit B.

[continued on next page]



EXHIBIT A
GOVERNMENT/PUBLIC INSTITUTION SERVICE FEE ENROLLMENT

ENROLLMENT FORM FOR GOVERNMENT/PUBLIC INSTITUTION SERVICE FEE PROGRAMS

Form with fields: Date, Pricing Quote #, New Location, Add/Update Service, Rep Name, Rep Phone #

Merchant Information section with fields: Existing MID, Chain #, DBA Name, DBA Phone #, Contact Name, DBA Fax #, DBA Address, City, State, Zip, Contact Name (First and Last), Training Phone #, Goods or Services Sold, Federal Tax ID

Processing Options section with sub-sections: Government/Public Institution Service Fee Funding Model, Government/Public Institution Service Fee Services Programs, Government/Public Institution Service Fee Pricing, Payment/Transaction Types for GPISF Assessment, Elavon Product Supporting GPISF Assessment to be Used by Merchant

Merchant Acknowledgment section with text: By signing below, Merchant warrants the truthfulness and accuracy of the information provided... and signature lines for Signature, Name & Title, Date

- 1. "Elavon-managed" means that Elavon establishes the amount of the Government/Public Institution Service Fee charged and retains the Government/Public Institution Service Fee in lieu of Merchant's obligation to pay Elavon the per transaction fees as set forth in the Agreement.
2. "Merchant-managed" means that Merchant establishes the amount of the Government/Public Institution Service Fee charged and retains the Government/Public Institution Service Fee. Merchant pays Elavon the per transaction fees as set forth in the Agreement for all such Transactions.



EXHIBIT B

TERMS AND CONDITIONS FOR ASSESSMENT OF GOVERNMENT/PUBLIC INSTITUTION SERVICE FEES

ASSESSMENT OF GOVERNMENT/PUBLIC INSTITUTION SERVICE FEES. Terms and Conditions (“T&Cs”) for Assessment of Government/Public Institution Service Fees.

1) APPLICABILITY OF AGREEMENT. If Merchant has requested authority to charge or to have Elavon charge a Government/Public Institution Service Fee to its Customers for Eligible Transactions, the following provisions apply to such Eligible Transactions and the related Government/Public Institution Service Fees charged. Any other Transactions or fees, including Convenience Fees, are governed by the standard provisions set forth in the Agreement, as modified by the applicable Schedules or Addenda thereto. Merchant agrees to the following provisions, as and to the extent applicable, in addition to the terms and conditions of the Agreement.

2) RULES OF CONSTRUCTION. These T&Cs are intended to complement and are subject to your Agreement. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement or the MOG. In the event of a conflict between these T&Cs and other terms of the Agreement or the MOG, the terms of these T&Cs shall prevail.

3) DEFINITION OF GOVERNMENT/PUBLIC INSTITUTION SERVICE FEE. The fee charged by Elavon or Merchant, at Merchant’s election, to Customers conducting Eligible Transactions (as described herein, as applicable) at Merchants operating in certain designated merchant category codes (“MCCs”). For the avoidance of doubt, fees referred to as a “service fee” or “convenience fee” (in the context of the MCCs described herein) as used in the applicable rules of the Credit Card Associations, where the fee is processed as a separate Transaction from the underlying purchase or payment Transaction, are included within the definition of, and are referred to herein, as a “Government/Public Institution Service Fee.”

4) GOVERNMENT/PUBLIC INSTITUTION SERVICE FEE SERVICES.

a) Government/Public Institution Service Fee Services. At Merchant’s election, Merchant may choose to charge a Government/Public Institution Service Fee (a Merchant-managed Government/Public Institution Service Fee) or to have Elavon charge a Government/Public Institution Service Fee (an Elavon-managed Government/Public Institution Service Fee) to its Customers for Eligible Transactions, in each case provided that Merchant is in compliance with the Payment Network Regulations and Laws, including the Electronic Fund Transfer Act and Regulation E. If Merchant elects an Elavon-managed Government/Public Institution Service Fee, Merchant agrees that any Government/Public Institution Service Fee collected in connection with an Eligible Transaction will be retained by Elavon and Member and that such amount constitutes Elavon’s and Member’s property, and Merchant has no right, title or interest in such

amounts. Further, if Merchant elects an Elavon-managed Government/Public Institution Service Fee, Merchant agrees that Elavon may adjust the Government/Public Institution Service Fee amount from time to time as necessary or appropriate to accommodate changes in Payment Network fees (including Interchange fees), material changes in average ticket size and/or monthly Transaction volume, Interchange classification or downgrades, changes in Chargeback rates, or changes in Payment Devices accepted and/or payment channels offered by Merchant. Additionally, Elavon may immediately terminate the Processing Services for Government/Public Institution Service Fees if Merchant’s Chargeback rates materially exceed industry averages. If Merchant elects a Merchant-managed Government/Public Institution Service Fee, Merchant will receive and retain the Government/Public Institution Service Fee collected in connection with Eligible Transactions and will pay regular per transaction fees to Elavon and Member for the Processing Services provided by Elavon and Member with respect to such Transactions. Merchant agrees that the minimum annual Transaction fees (which includes any Elavon-retained Government/Public Institution Service Fees) paid to Elavon and Member for Transactions processed under this Addendum shall be at least equal to the “Minimum Annual Fees” amount identified on Exhibit A hereto. For any partial period of less than a full year during the term of this Addendum, the actual amount of fees paid by Merchant to Elavon for Transactions processed under this Addendum shall be annualized to determine if Merchant has satisfied this obligation. At the end of each year (the first of which shall begin on the Addendum Effective Date and each successive year of which shall begin immediately upon the conclusion of the preceding year), Elavon may notify Merchant if the actual Transaction fees paid by Merchant in respect of this Addendum is less than the Minimum Annual Fees amount. In the event that Merchant’s actual Transaction processing fees under this Addendum for any such period are less than the Minimum Annual Fees, Merchant shall promptly pay Elavon and Member the difference.

b) Conflict of Laws. To the extent Merchant’s state or other governing body has passed legislation that requires assessment of Government/Public Institution Service Fees by government agencies as a component of card acceptance, such laws will control in the event of any conflict with Payment Network Regulations. To the extent that assessment of any Government/Public Institution Service Fees or other fees or charges by government agencies as a component of card acceptance is not required by law, Merchant bears all responsibility and liability associated with the assessment of such fees in connection with the Agreement, including all assessments, fees, fines and penalties levied by the Payment Networks.

5) REQUIREMENTS FOR GOVERNMENT/PUBLIC INSTITUTION SERVICE FEES. This Section 5 sets forth the requirements of the Credit Card Associations applicable to



Government/Public Institution Service Fees. Where a Merchant accepts both Visa and MasterCard-branded Credit Cards and/or signature Debit Cards for Eligible Transactions (as defined herein), the Merchant must comply with the most restrictive of these Credit Card Association requirements for all Transactions so as not to discriminate among different Payment Devices or Payment Networks. A Merchant may assess or have Elavon assess a Government/Public Institution Service Fee to Transactions involving Discover Network Payment Devices on the same terms as Government/Public Institution Service Fees are assessed to the other Payment Devices the Merchant accepts. Elavon may update or revise the provisions of this Section 5 upon written notice to Merchant.

a) Merchants Accepting Visa Cards for Eligible Transactions. The following requirements apply to Merchants accepting Visa Credit Cards and/or Visa signature Debit Cards that desire to charge or to have Elavon charge a Government/Public Institution Service Fee on certain Transactions.

i) Eligible Merchants. Merchants operating in MCC 8220 (College Tuition), 8244 (Business), 8249 (Trade Schools), 9211 (Court Costs), 9222 (Fines), 9311 (Tax) and 9399 (Miscellaneous Government Services) are eligible to charge or to have Elavon charge a Government/Public Institution Service Fee to Customers in connection with Eligible Transactions listed in Section (5)(a)(ii) below.

ii) Eligible Transactions. Eligible Merchants may charge or have Elavon charge a Government/Public Institution Service Fee on any Transaction involving payment for goods or services (including tax payments) to the Eligible Merchant (each an "Eligible Transaction").

iii) Transaction Requirements. The following requirements apply to Eligible Transactions under this Section (5)(a).

1) Merchant must provide Elavon with the necessary documentation to facilitate Elavon's registration of Merchant in the "Visa Government and Higher Education Payment Program" and the convenience fee program of Discover Network, in each case to the extent applicable and required.

2) The Government/Public Institution Service Fee must be disclosed to the Cardholder prior to the completion of the Transaction, and the Cardholder must be given the option to cancel the Transaction if the Cardholder does not wish to pay the Government/Public Institution Service Fee.

3) Merchant may not also assess a separate Convenience Fee (as such term is defined in Visa's Payment Network Regulations).

4) The Government/Public Institution Service Fee must be disclosed as a fee assessed by Merchant or Elavon.

5) Merchant must accept Visa as a means of payment in all channels (i.e., face-to-face, mail/telephone, and Internet environments, as applicable).

6) Merchant must feature the opportunity to pay with Visa at least as prominently as all other payment methods.

7) Merchants accepting Visa cards for Eligible Transactions must include the words "Service Fee" in the "Merchant name" field of the Visa Transaction clearing record for the collection of the Government/Public Institution Service Fee.

b) Merchants Accepting MasterCard Cards for Eligible Transactions. The following requirements apply to Merchants accepting MasterCard Credit Cards and/or signature Debit Cards that desire to charge or to have Elavon charge Government/Public Institution Service Fees on Eligible Transactions.

i) Eligible Merchants. Merchants operating in MCCs 8211 (Elementary Schools), 8220 (Colleges/Universities), 9211 (Courts), 9222 (Fines), 9311 (Taxes) and 9399 (Miscellaneous Government Services) are eligible to charge or to have Elavon charge a Government/Public Institution Service Fee to Customers in connection with Eligible Transactions listed in Section (5)(b)(ii) below.

ii) Eligible Transactions. Eligible Merchants may charge or have Elavon charge a Government/Public Institution Service Fee only in connection with the following "Eligible Transactions":

1) Payments to elementary and secondary schools for tuition and related fees, and school-maintained room and board;

2) Payments to colleges, universities, professional schools and junior colleges for tuition and related fees, and school-maintained room and board;

3) Payments to federal courts of law that administer and process court fees, alimony and child support payments;

4) Payments to government entities that administer and process local, state and federal fines;

5) Payments to local, state and federal entities that engage in financial administration and taxation; or

6) Payments to Merchants that provide general support services for the government.

iii) Transaction Requirements. The following requirements apply to Eligible Transactions under this Section (5)(b).

1) Merchant must provide Elavon with the necessary documentation to facilitate Elavon's registration of Merchant in the "MasterCard Convenience Fee for Eligible Government and Education Payments" program and/or the convenience fee program of Discover Network, in each case to the extent applicable and required.

2) The Government/Public Institution Service Fee must be disclosed to the Cardholder prior to the completion of the Transaction, and the Cardholder must be given the option to cancel the Transaction if the Cardholder does not wish to pay the Government/Public Institution Service Fee.

3) The Government/Public Institution Service Fee must apply in the same amount regardless of the Credit Card or signature Debit Card type accepted for payment of a given Eligible Transaction within a particular payment channel. This requirement does not apply to payments made by ACH, cash, check or PIN-based Debit Card.

4) The Government/Public Institution Service Fee must not be advertised or otherwise communicated as an offset to the merchant discount rate.

c) Additional Requirements for Merchants Utilizing Proprietary Solutions or Value Added Services.

i) POS Devices. Merchant is responsible for ensuring that its software, POS Devices and card acceptance procedures fully comply with Elavon's instructions, including with respect to programming of software and POS Devices to handle Eligible



Transactions to ensure proper assessment of Government/Public Institution Service Fees. If the Government/Public Institution Service Fee is Elavon-managed, Merchant is further responsible for complying with all requirements as provided by Elavon from time to time to appropriately process the Eligible Transactions to qualify for optimal Interchange rates within five (5) days of Elavon's communication to Merchant of the same. If Merchant fails to make changes to its POS Devices or card acceptance procedures requested by Elavon within five (5) days of the request, Elavon may, in its discretion, discontinue the program or suspend a certain payment type. Further, if Merchant fails to make such changes and the Government/Public Institution Service Fee is Elavon-managed, Elavon may adjust the Government/Public Institution Service Fee amount, bill the Merchant for charges in excess of the Government/Public Institution Service Fee to recover losses related to Transactions that did not qualify for optimal Interchange rates or for applicable Credit Card Associations' reimbursement programs, including, but not limited to, losses related to Merchant's failure to distinguish between pricing of Visa signature Debit Cards and all other card types for transactions processed within the Visa Government and Higher Education Payment Program.

ii) **Approval Required to Charge or Adjust Government/Public Institution Service Fee.** Merchant may not charge or adjust Government/Public Institution Service Fees unless Merchant has disclosed such fees to Elavon previously in writing and Merchant has been approved by Elavon to charge or adjust such Government/Public Institution Service Fees. If Merchant charges or adjusts a Government/Public Institution Service Fee without having disclosed such fee or adjustment previously in writing and obtained Elavon's consent, Merchant will be in breach of the Agreement and Elavon may immediately terminate the Agreement in addition to pursuing any other remedies available under the Agreement, Laws and Payment Network Regulations.

iii) **Value Added Servicer.** If the Merchant uses a Value Added Servicer to manage and assess the Merchant's Government/Public Institution Service Fee, the "Merchant name" field of the Visa Transaction clearing record must include the name of the Value Added Servicer (rather than the name of Merchant).

6) ADDITIONAL PROCESSING REQUIREMENTS. If Merchant voids an underlying Eligible Transaction, the associated Government/Public Institution Service Fee must be voided as well. If Merchant processes a refund for an underlying Eligible Transaction, Merchant must disclose to Customers that Government/Public Institution Service Fees are non-refundable. Merchants that desire to charge or to have Elavon charge Government/Public Institution Service Fees will be assigned separate MIDs for use in connection with Eligible Transactions and related Government/Public Institution Service Fees. MIDs assigned for use with Eligible Transactions and/or Government/Public Institution Service Fees may not be used to process Transactions that are not Eligible Transactions.

7) PAYMENT AND TRANSACTION TYPES SUPPORTED. Government/Public Institution Service Fee capability for Credit Cards and/or signature Debit Cards depends on the Merchant's MCC, as described above, and the Payment Network Regulations of the applicable Credit Card Association. Government/Public Institution Service Fee capability is supported only through Elavon products specified on Exhibit A hereto. Not all payment and transaction types are supported for all products. Additionally, Merchant proprietary software, POS Devices, or Value Added Servicers may be certified to process Elavon-managed Government/Public Institution Service Fee Transactions. Closed network prepaid cards, electronic benefits transfer, and dynamic currency conversion are not supported for Government/Public Institution Service Fee processing.