



**ERAD-RECOVERY™
AGREEMENT**

This ERAD-Recovery Agreement is made between ERAD Group, LLC ("EGL") and Lexington-Fayette Urban County Government on behalf of the Lexington Division of Police ("Agency").

1. Introduction. Upon establishing legal authority, Agency will use EGL's ERAD-Recovery software ("Product") to access the client processing service ("Client Processing Service") described herein and in Exhibit A to this Agreement (collectively, the "Payment Processing Service") in order to: (i) determine relevant issuer and processor information from prepaid access devices and other payment cards; (ii) identify the monetary amount of funds stored on prepaid access cards and other prepaid access devices; and (iii) freeze and seize funds on prepaid access cards, prepaid access devices, and debit cards for subsequent deposit to an authorized depository account owned and controlled by Agency.

2. Term. This Agreement is effective as of the date of last signature ("Agreement Effective Date"), and shall remain in effect for an initial period of five (5) years ("Initial Period"). After the Initial Period, this Agreement shall be extended automatically for successive three (3) year periods. Either party may terminate this Agreement as of the end of the then-current period by giving written notice at least ninety (90) days prior to the end of the that period.

3. Fees. Agency shall pay EGL the following fees:

Enterprise License Year 1 due One Year	
Following Launch Date	\$1,500.00
Enterprise License Annual Renewal	\$1,500.00
Bluetooth Mobile Magstripe Reader	\$99.00
Audjock Mobile Magstripe Reader	\$79.00
Additional USB Magstripe Reader	\$39.00
Balance Inquiry Transaction	\$0.00
Freeze Balance Transaction	\$0.00

Service Fee (Initial One)

Seizure: Five and seven-tenths (5.7%) of the total dollar amount seized during the term of this contract using the Payment Processing Service. Each month, EGL will invoice Agency the Service Fee. Agency will be responsible for paying the Service Fee unless a court of competent jurisdiction that adjudicated the case which gave rise to the Seizure rules the seizure funds must be returned to the defendant.

Forfeiture: Seven and seven-tenths (7.7%) percent of the total dollar amount seized, during the term of this contract, using the Payment Processing Service. Each month, EGL will invoice Agency the Service Fee upon determination by a court of competent jurisdiction that has adjudicated the case which gave rise to the Seizure. Agency will be responsible for paying the Service Fee unless the court rules the seizure funds must be returned to the defendant.

EGL Pass-Through Fees

Agency must pay any fees, anticipated returns, fines or other third party charges associated with use of the Product (collectively, "Pass-Through Fees"), including, chargeback fees, retrievals and fines. All other fees identified in Exhibit A will be paid by EGL.

4. Payment Processing Service. Agency shall use the Product to access the Payment Processing Service. Agency acknowledges that the Payment Processing Service includes a Third Party Service as defined in the Agreement and that Agency's rights and obligations associated with same are set forth entirely in Agency's agreements and in Exhibit A.

5. Agency Reports. Agency will provide EGL detailed reports, no later than the 5th of each month, detailing the case number, status and value of all prepaid access cards seized using the Payment Processing Service. The report will include sufficient detail such that EGL can independently verify accuracy of the information. EGL reserves the right to audit Agency records related to the status of cases involving the Payment Processing Service.

6. Exclusivity. EGL shall be the sole and exclusive provider of the Payment Processing Service to Agency and its affiliates, and neither Agency nor any of its affiliates shall engage a third party to provide the same or similar service, nor shall Agency provide same on its own behalf.

By signing below, you agree to the terms of this Agreement and the ERAD Agreement General Terms & Conditions version 1.3 incorporated herein by reference.

Lexington-Fayette Urban County Government on
Behalf of the Lexington Division of Police
20 East Main Street
Lexington, KY 40507
Tel: (659) 258-3600

Lawrence V. Mathers
Lawrence V. Mathers, Chief of Police
Date: 10/3/18
NOV 01 2018
Date

Jim Gray Mayor
Date

ERAD Group, LLC
8528 Davis Blvd., Suite 134-343
Fort Worth, TX 76162,
Tel: (771) 207-3723

T. Jack Williams
for T. Jack Williams, President
Date: 12/10/2018

Merchant Services: 1-888-963-3600 One Heartland Way, Jeffersonville IN 47130 Note: White Out is Not Acceptable on Merchant Applications

New Merchant Additional Location Chain #: _____ New Owner/Existing HPS MID#: _____

Bank/Asen/VAR/RSP Affiliate Code: _____ Name of Affiliate: _____ Lead Generator ID #: _____

Relationship Manager: Alan Levin Phone #: _____ Fax #: _____

Installer: _____ Phone #: _____

COMPANY INFORMATION

MERCHANT DBA NAME: Lexington-Fayette Urban County Government Store #: N/A # of Locations: N/A

Address: 200 East Main Street Customer Service No. For Lodging, Car Rental, MOTO Merchant: N/A

City: Lexington ST: KY Zip: 40507

DBA Phone: 859-258-3600 Fax: 727-498-2984

Primary Contact Name: Steve Beckerman Phone #: (727) 781-7308 DBA Home Cell

Authorized to Purchase: Yes No

Secondary Contact Name: N/A Phone #: _____ DBA Home Cell

Authorized to Purchase: Yes No

Language Preference (Please select ONE): English Spanish Mandarin Korean Vietnamese Cantonese Japanese Other: _____

Email Address: steve.beckerman@erad-group.com Website Address: www.erad-group.com
(Heartland InfoCentral Admin User Email Address)

Email Contact: First Name: Steve Last Name: Beckerman
(Heartland InfoCentral Admin User First Name) (Heartland InfoCentral Admin User Last Name)

LEGAL OR CORPORATE NAME: Lexington-Fayette Urban County Government Federal Tax ID/EIN: 61-0858140
(Please complete — must correspond with IRS filing name) (Must correspond with legal name)

Address: 200 East Main Street City: Lexington ST: KY Zip: 40507 Phone: 859-258-3600

CORPORATE HEADQUARTERS/MANAGEMENT COMPANY NAME: _____ Phone: _____
(If Management Company, please provide a copy of the Management Agreement)

Address: _____ City: _____ ST: _____ Zip: _____ Fax: _____

FEE SCHEDULE

Service Requested	Discount Rate	Discount Per Item	Trans Fee Dial	Trans Fee IP	Application Processing Fee (Non-Refundable): \$ 0.00			
VISA	0.10 %	0.00 ¢	2.50 ¢	1.50 ¢	Annual Volume: \$ 500,000.00 Average Ticket: \$ 1,000.00			
MasterCard	0.10 %	0.00 ¢	2.50 ¢	1.50 ¢	High Ticket: \$ 15,000.00 High Ticket Frequency: 4-6 Monthly			
Discover / JCB	0.10 %	0.00 ¢	2.50 ¢	1.50 ¢	<input type="checkbox"/> Cost Plus			
PayPal	%	¢	¢	¢				
GSBN	%	¢	¢	¢	<input type="checkbox"/> On-Campus <input type="checkbox"/> Off-Campus			
PIN Debit			¢	¢	Plus Applicable Debit Network Fees			
American Express	0.10 %	0.00 ¢	2.50 ¢	1.50 ¢	Annual Volume: \$ 100,000.00 Average Ticket: \$ 1,000.00 Note: OptBlue Annual Processing Volume > \$1 Million must go Direct <input checked="" type="checkbox"/> OptBlue <input checked="" type="checkbox"/> I opt out of receiving marketing material from American Express			
American Express Merchant #:			American Express Franchise Name:		Franchise CAP #:			
<input type="checkbox"/> SMP Annual V/MC/D/S MAP/GSBN sales volume \$50,000 or less. (If annual V/MC/D/S MAP/GSBN volume exceeds \$50,000 annually, 0.50% will be added to the Monthly & Per Item Fees.) HPB reserves the right to change the monthly fee if processing volume is not consistent with volume listed on this application.								
<input type="checkbox"/> ASMP - Fee: _____ <input type="checkbox"/> Annual <input type="checkbox"/> Monthly <input type="checkbox"/> Installment Billing-Indicate Months: <input type="checkbox"/> J <input type="checkbox"/> F <input type="checkbox"/> M <input type="checkbox"/> A <input type="checkbox"/> M <input type="checkbox"/> J <input type="checkbox"/> J <input type="checkbox"/> A <input type="checkbox"/> S <input type="checkbox"/> O <input type="checkbox"/> N <input type="checkbox"/> O								
Note: Interchange, DPI, Dues and Assessments and Fees will be passed through. Also, this monthly fee will be billed as "Service & Regulatory Mandate Fee" on your monthly statements.								
ADDITIONAL SERVICES			RECURRING FEES			SETTLEMENT		
Gateway	Monthly Fee	Transaction Fee	Dial	IP	Minimum Discount Fee	\$ 0.00	<input type="checkbox"/> Daily/Spilt	
Wireless (Per Wireless Terminal)	\$				Service & Regulatory Mandate Fee	\$ 0.00	<input type="checkbox"/> Daily/Net	
Merchant Link	<input type="checkbox"/>		\$0.0595	\$0.039	Annual Fee	\$ 0.00		
Petroleum/Fleet			¢	¢	Chargeback Fee	\$ 15.00	<input checked="" type="checkbox"/> Monthly Disc Fee <u>2</u> bp	
EBT (PIN Debit required for EBT)			¢	¢	Voice Auth Fee	\$ 0.65		
EBT States Required 7-Digit FNS/FCS/CA/AO#:			EBT Programs: <input type="checkbox"/> Food Stamps & Cash Benefits <input type="checkbox"/> Food Stamps Only <input type="checkbox"/> Cash Benefits Only					
(Note: FNS/FCS are not required for Cash Benefits only Setup)			State Provided Terminal: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Terminal Type:		Serial #:	

INTERCHANGE QUALIFICATION			
<input checked="" type="checkbox"/> Interchange Plus	<input type="checkbox"/> MOTO / Internet	<input type="checkbox"/> Purchase Card Level: <input type="checkbox"/> [2] <input type="checkbox"/> [3]	<input type="checkbox"/> Small Ticket / M3
<input type="checkbox"/> Retail	<input type="checkbox"/> Emerging Market	<input type="checkbox"/> GSA Large Ticket	<input type="checkbox"/> DialPay / TT
<input type="checkbox"/> Restaurant	<input type="checkbox"/> Automated Fuel (AFD)	<input type="checkbox"/> Convenience	
<input type="checkbox"/> Lodging / Car Rental	<input type="checkbox"/> Service Station (NFD)	<input type="checkbox"/> Small Ticket / Convenience Purchase	
STATEMENT OPTIONS		CARD ACCEPTANCE	DISPUTE LETTERS
Statement Type:	Mail Statements To:	<input checked="" type="checkbox"/> All Cards Accepted	Mailing Options: Electronic Options:
<input checked="" type="checkbox"/> Standard	<input type="checkbox"/> Legal	<input type="checkbox"/> Credit/Business Cards Only	<input type="checkbox"/> Legal <input type="checkbox"/> Fax
<input type="checkbox"/> Non-Qual Breakout	<input type="checkbox"/> DBA	<input type="checkbox"/> Consumer Prepaid/Debit (Check Cards) Only	<input checked="" type="checkbox"/> DBA <input checked="" type="checkbox"/> Email
<input type="checkbox"/> By Card Type	<input type="checkbox"/> Suppressed Statements		*Select mail option as back-up.
<input type="checkbox"/> Chain Recap Summary	<input checked="" type="checkbox"/> All Electronic Communications:	<input type="checkbox"/> Same as infoCentral	<input checked="" type="checkbox"/> Preferred Email Address

MERCHANT DETAIL

Type of Business (Required): Public Private

Type of Ownership: Sole Proprietorship* Partnership Corporation L.L.C.** Non-Profit Government / Municipality

*If business is owned by a Sole Proprietor is the Federal Tax ID the signers SSN: Yes No

**IRS reporting classification for LLC: Disregarded Entity (aka Single Member LLC) Corporation Partnership

Date Business Started: N/A Date Acquired by Current Owner: _____ What percentage of sales are Chargebacks: 0.00 %

Do you currently accept Credit Cards: Yes No Date began accepting Credit Cards: _____ What percentage of sales are Returned: 0.00 %

Current Processor: N/A Current MID: N/A

Has your business experienced a card member account data compromise: Yes No If yes, what was the date of the compromise: _____
(Copy of the completed forensic investigation is required with the app.)

Is your business PCI Compliant: Yes No

Are you currently in contract or negotiating with a Third Party Lender: Yes No

If yes: Contract Start Date: _____ Length of Contract Term: _____ Loan Balance: _____

Do you accept credit card information via website: Yes No If so, will web-based transactions be processed through HPS: Yes No

Please provide the name of the payment processor utilized for web based transactions if not HPS: _____

Does your company utilize a Data Storage Entity or Merchant Servicer that has access to card member data (i.e., Payment gateway or data warehouse, etc.): Yes No

If yes, provide the name of the Data Storage Entity or Merchant Servicer being utilized: ERAD Group, LLC

Does your company provide third party services for any other company to store, process or transmit card member data: Yes No

For additional information, go to: HeartlandPaymentSystems.com/Resources

Are you a Payment Facilitator / Payment Service Provider: Yes No Note: Payment Facilitator/Payment Service Provider and File Hosting/Storage are currently restricted and will require Sponsor Bank review.

Home-Based Business: Yes No Business is conducted: Consumer: 100.00 % Business to Business: _____ %

What Products and / or services do you provide: Law Enforcement

Define your Refund Policy (Refunds made via credit card must be applied to the card used at the time of sale.): As required by law

How soon is the Customer's card charged: Time of Acquisition Do you obtain a signature for receipt of product? Yes No

What is the verification process when selling age-restricted products (tobacco/alcohol): n/a

Seasonal Merchant: Yes No If yes, indicate months open: J F M A M J J A S O N D

Sales Method	
On Premise Face to Face Sales	100.00 %
Off Premise Face to Face Sales	%
Mail Order Sales	%
Real-Time Internet Sales	%
Inbound Telephone Order Sales	%
Outbound Telephone Order Sales	%
Internet Keyed	%
Recurring Billing	%
Total = 100%	

Processing Method	
Card Shipped	95.00 %
Keyed with Imprinted Receipt	5.00 %
Keyed without Imprinted Receipt	0.00 %
Total = 100%	
MOTO Card Type	
Percent of Domestic Transactions	0.00 %
Percent of Foreign Transactions	0.00 %
Total = 100%	
Percent of Gift Card Sales	0.00 %

Future Delivery*	
2 - 5 Days	%
6 - 10 Days	%
11 - 30 Days	%
31 - 60 Days	%
61 - 90 Days	%
91 - 120 Days	%
> 120 Days	%
If Applicable Total = 100%	
Future Delivery Bankcard Volume Percentage:	%

*Includes advance reservations, deposits accepted for ordered merchandise shipped after payment, and services provided after payment including memberships and subscriptions. If 100% of the product and / or service are NOT delivered (not including mail time) within 24 hours of the time of sale, please indicate above.

Lodging / Resort: Select the following for all lodging merchants accepting reservations via an Internet Website:

My business processes an authorization and/or charges a deposit when accepting reservations prior to the guest's arrival.

My business only retains card information for use in the event of a NO SHOW; no authorization or deposit is obtained.

Travel Agencies / Travel Tour Operators (Required for American Express):

The following information is required to validate Travel Industry Bonding Organization / Authorized Airline Ticket Agent Memberships: ARC# / IATA#: _____

PCI Compliance

Is your business PCI Compliant: Yes No

(Copy of the completed forensic investigation is required with the app.)

Has your business experienced a card member account data compromise: Yes No If yes, what was the date of the compromise:

Does your company utilize a Data Storage Entity or Merchant Servicer that has access to card member data (i.e., Payment gateway or data warehouse, etc.): Yes No

If yes, provide the name of the Data Storage Entity or Merchant Servicer being utilized: ERAD Group, LLC

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Merchant will maintain full PCI DSS compliance at all times and will notify Heartland when it changes its point of sale software, system, application or vendor:

Yes No N/A

Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office): Yes No N/A

Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized: Yes No N/A

The signing merchant listed below has experienced an account data compromise: Yes No N/A I have never accepted payment cards.

The signing merchant listed below is storing Sensitive Authentication Data** (even if encrypted) after the transaction has been authorized:

Yes No N/A I have never accepted payment cards.)

Merchant utilizes an EMV enabled terminal: Yes No N/A

*An Account Data Compromise is any incident that results in unauthorized access to payment card data and/or Sensitive Authentication Data.

**Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Heartlands request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Heartland immediately should the information on this Compliance Statement change.

OWNERS / OFFICERS

Is any owner, officer, director, employee, or agent a current or former senior official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of a government-owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials? Yes No If "yes," please attach details.

Owner Officer Authorized Signer *Managing Agent *Please provide copy of Management Agreement

(1) Name: Jim Gray Title: Mayor SSN: N/A DOB (mm/dd/yyyy): []
Home Address: N/A City: N/A ST: N/A Zip: N/A
Home Phone: N/A Cell Phone: N/A
Driver's License #: N/A Length at Home Address: N/A Business Equity Ownership: N/A %

Owner Officer Authorized Signer *Managing Agent *Please provide copy of Management Agreement

(2) Name: N/A Title: N/A SSN: DOB (mm/dd/yyyy):
Home Address: N/A City: N/A ST: N/A Zip: N/A
Home Phone: N/A Cell Phone: N/A
Driver's License #: N/A Length at Home Address: N/A Business Equity Ownership: %

PERSONAL GUARANTEE

FOR VALUE RECEIVED, and in consideration of the mutual understandings contained in the Merchant Processing Agreement (the "Agreement") Terms and Conditions by and between the Merchant submitting this Application ("Merchant") and ("Acquirer"), the undersigned jointly and severally, if more than one, unconditionally and irrevocably guarantee to Acquirer and their successors and assigns the full and prompt payment when due of all obligations of every kind and nature arising directly or indirectly out of the Agreement. The undersigned (does/do) hereby certify that (he/she/they) (has/has) read, understand(s) and agree(s) to all Merchant Processing Agreement Terms and Conditions and specifically those that relate to the personal guarantees. Merchant and the undersigned authorize Acquirer, any credit bureau or reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements, or data provided by Merchant or the undersigned for purposes of this Application.

x N/A N/A x N/A N/A
(1) Personal Guarantor (signature) Date (2) Personal Guarantor (signature) Date

DEBIT / CREDIT AUTHORIZATION

Merchant certifies that any verification of business provided is for a business account in good standing and that the Business name on the below checking account is the same as the Business name on the enclosed Heartland Payment Systems Merchant Application. In addition, Merchant hereby authorizes Acquirer to debit and credit Merchant's checking/savings account. This authority shall remain in full force until (a) Acquirer has received written notification from Merchant of its termination; and (b) all obligations of Merchant to Acquirer under this Agreement have been paid in full.

Depository Bank Name: JPMorgan Chase Phone: (502) 566-8146 City, ST, ZIP: New York City, NY 10017

If the Merchant processes Petro transactions and deposits are made directly to a Fuel Supplier, name supply Company: N/A

<input type="checkbox"/> Deposits & Fees	<input checked="" type="checkbox"/> Deposits Only - (Split*)	*Split Continued - Fees Only	
DDA#: <u>339822569</u>	RT#: <u>083000137</u>	DDA#: <u>90110036317</u>	RT#: <u>111301122</u>
Account Type: <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other:		Account Type: <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other:	
Name as it appears on Bank Account: <u>Lexington-Fayette Urban County Gov</u>		Name as it appears on Bank Account: <u>ERAD Group, LLC</u>	

AGREEMENT ACCEPTANCE, CERTIFICATION AND CONSUMER REPORT AUTHORIZATION

Have you or your company ever filed for Bankruptcy: Yes No
 Type: Personal Business Date Filed: _____
 Do you support the Merchant Bill of Rights: Yes No
 Do you permit HPS to list you as a supporter: Yes No
 Merchant authorizes HPS, any credit bureau or reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of all matters generally connected to this business relationship. I further certify that I have received, read, understand and agree to the Merchant Processing Agreement Terms and Conditions, Policies, Procedures, Rules and Requirements which together with this application shall constitute the agreement(s) between the parties. I further certify that this business or any Owner/Officer has never been terminated by any of the Card Brands.

X Jim Gray Mayor NOV 01 2018
 Owner / Officer / Authorized Signer / Managing Agent Print Name & Title Date
 X
 Owner / Officer / Authorized Signer / Managing Agent Print Name & Title Date

THE TERM OF THIS AGREEMENT IS 36 MONTHS

Note: Maximum \$295 per location early account closure fee may apply; see section 11 of the Merchant Processing Agreement Terms and Conditions for more information.

HPS OFFICIAL USE ONLY

Application Approved By: _____ Title: _____ Date: ____/____/____

Created: 01/09 Revised: 03/09/17

Member Bank Sponsors

Heartland Payment Systems utilizes multiple Member Bank Sponsors when settling funds to merchant's bank. At the time of this signing a Member Bank Sponsor has not been assigned. During the enrollment process a Member Bank Sponsor will be assigned and notification of that sponsor will be identified in the Terms and Conditions that are included in the Welcome Kit that will be sent at a later date.

Member Sponsor Banks:

Barclay Bank
125 South West Street
Wilmington, DE 19801
Phone #: 1 (302) 622-8990

The Bancorp Bank
409 Silverside Road, Suite 105
Wilmington, DE 19809
Phone #: 1 (302) 365-5000

Wells Fargo Bank, N.A.
1200 Montego
Walnut Creek, CA 94598
Phone #: 1 (925) 746-4167

Debit Card Sponsor:

Bay Bank, FSB
7151 Columbia Gateway Drive Suite A
Columbia, MD 21046

Changes are made periodically to the Terms and Conditions dependent on Card Association mandates. Review of current Terms & Conditions can be found by logging into the HPS InfoCentral at: <https://infocentral.heartlandpaymentsystems.com>

Revised: 07/08/15

Member Sponsor Bank Disclosure

Heartland

Service Provider Contact Information:

Heartland Payment Systems
One Heartland Way, Jeffersonville, IN. 47130
HeartlandPaymentSystems.com
(888) 963-3600

Merchant Name: Lexington-Fayette Urban County Government

Address: 200 East Main Street

City: Lexington

ST: KY

Zip: 40507

Contact Name: Steve Beckerman

Phone #: (727) 761-7308

IMPORTANT MERCHANT RESPONSIBILITIES

1. Merchant must ensure compliance with cardholder data security and storage requirements.
2. Merchant must maintain fraud and chargeback below thresholds.
3. Merchant must review and understand the terms of the Merchant Processing Agreement.
4. Merchant must comply with the Card Brands Operating Regulations.
5. Merchant must retain a signed copy of this Disclosure Page.

Note: The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure the merchant understands some important obligations of each party and that the Member Sponsor Bank (Acquirer) is the ultimate authority should the merchant have any problems.

IMPORTANT MEMBER SPONSOR BANK (ACQUIRER) RESPONSIBILITIES

1. The Member Sponsor Bank is the only entity approved to extend acceptance of Card Brand products directly to a Merchant.
2. The Member Sponsor Bank must be a principal (signer) to the Merchant Processing Agreement.
3. The Member Sponsor Bank is responsible for educating Merchants on pertinent Card Brand Operating Regulations with which Merchants must comply.
4. The Member Sponsor Bank is responsible for and must settle funds with the Merchant.
5. The Member Sponsor Bank is responsible for all funds held in reserve that are derived from settlement.

MERCHANT RESOURCES

1. You may download Visa Regulations from Visa's website at: <http://usa.visa.com>
2. You may download MasterCard Rules from MasterCard's website at: <http://mastercard.com>

Member Sponsor Bank (Acquirer) Information:

Barclay Bank
125 South West Street
Wilmington, DE. 19801
Phone: (302) 862-8990

The Bancorp Bank
409 Silverside Road, Suite 105
Wilmington, DE. 19809
Phone: (302) 385-5000

Wells Fargo Bank, N.A
1200 Montego
Walnut Creek, CA 94598
Phone: (925) 748-4167

Debit Bank Sponsor

Bay Bank, FSB
7151 Columbia Gateway Drive
Suite A
Columbia, MD 21046

I, the undersigned hereby acknowledge and agree that Heartland Payment Systems will select one of the Member Sponsor Bank's listed above based on the following criteria; business type, POS equipment compatibility, depository institution and/or existing HPS relationship. Heartland Payment Systems will provide Merchant a written notification of the Member Sponsor Bank that is selected. By presenting any Card Brand Transaction to Heartland Payment Systems under the Merchant Processing Agreement from and after notice of the Member Sponsor Bank, you agree that the Member Sponsor Bank so selected shall be immediately a principal party (signer) to the Merchant Processing Agreement, regarding acceptance of Card Brand transactions.

NOV 01 2018

Merchant's Name Printed

Merchant's Signature

Date

Bank Use Only

Date Received

Date Installed

HPS Rep Name

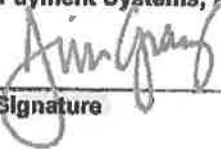
Revised: 03/15/16

Heartland

Terms & Conditions Acknowledgement

"Merchant" acknowledges that Heartland Payment Systems, LLC. ("Heartland or HPS") has provided it with a copy of the Card Acceptance Policies, Procedures, Terms & Conditions (the "Terms and Conditions") and the Merchant Application, which together make up the entire agreement between the parties. Merchant has read, understands, and agrees to be bound by the Terms and Conditions, as may be amended from time to time. Merchant acknowledges that the Terms and Conditions are a fundamental part of the parties' agreement without which Heartland would not be able to enter into an agreement with the Merchant. The Terms and Conditions can be reviewed at any time by visiting the Heartland InfoCentral at <https://infocentral.heartlandpaymentsystems.com>. In addition, Merchant can request another copy of the Terms and Conditions at any time by sending a written request for a copy to Heartland at the following address:

Heartland Payment Systems; Attn Customer Care; One Heartland Way; Jeffersonville IN 47130

 _____
Merchant Signature Printed Date NOV 01 2018

Relationship Manager Printed Date

Site Inspection

I hereby verify that (check one).

- I have physically inspected the business premises & certify that the merchant has the proper facilities, equipment, inventory, agreements, and licenses required to conduct the business.
- I was not reasonably able to complete a Site Inspection of the Merchant at this Address, and the information stated below is correct to the best of my knowledge and belief. Please explain why a site inspection could not be performed.

Inspected By Signature Date

It is required that the following questions be completed.

Is business signage present: Yes No Describe: _____

*Does business signage display a Branded Name: Yes No
*If yes, please note the Branded Name should be listed first before the DBA name on the merchant application.

Is inventory sufficient to support business: Yes No Describe: _____

Number of Terminals: _____ Locations: _____ Are card acceptance logos displayed for easy view: Yes No

Merchant utilizes a Fulfillment house to ship customer orders outside DBA location: Yes No
Site Inspected: Yes No

Location Name: _____ Phone #: _____
City: _____ ST: _____ Zip: _____

If this is an additional location to an existing HPS merchant, was a site inspection performed on any of the locations?
 Yes No

If this is a referral from an HPS partner, please list individual's name and business affiliation that confirms site exists.
Name: _____ Business: _____ Date: _____

Revised: 03/06/17

Heartland Portico Gateway Setup Form

Merchant Information			
MID: _____		DBA: <u>Lexington-Fayette Urban County Government</u>	
Address: <u>200 East Main Street</u>		City: <u>Lexington</u>	State: <u>KY</u> Zip: <u>40507</u>
Phone: <u>727-781-7308</u>		Merchant Admin Contact Name: <u>Steve Beckerman</u>	
RM: <u>Alan Levin</u>		Phone: <u>727-491-3939</u>	Fax: _____
Merchant Admin InfoCentral Email Address (Required): <u>steve.beckerman@erad-group.com</u>			
Features (Requires Additional Setup Documentation)		Check Processing (Additional Documentation Required)	
<input type="checkbox"/> Tokenization <input type="checkbox"/> EBT <input checked="" type="checkbox"/> Portico VT (If VT settings differ from Gateway, MORF is required)		<input type="checkbox"/> GETI Identify Program Type: _____	
Industry		Device Type	
<input checked="" type="checkbox"/> Retail <input type="checkbox"/> Lodging <input type="checkbox"/> Restaurant <input type="checkbox"/> MOTO (MOTO/Direct Marketing)		<input checked="" type="checkbox"/> Normal <input type="checkbox"/> Self Service <input type="checkbox"/> Self Service (Limited Amount) <input type="checkbox"/> E-Commerce	
		Gateway Version	
		<input type="checkbox"/> Legacy (Version 1) <input checked="" type="checkbox"/> Portico Gateway (Version 2) (Refer to the Heartland Dynamic Matrix on Knowledge Network)	
Time Zone			
<input type="checkbox"/> Alaska <input type="checkbox"/> Arizona <input type="checkbox"/> Central <input type="checkbox"/> Eastern <input type="checkbox"/> Hawaii <input type="checkbox"/> Mountain <input type="checkbox"/> Pacific			
Gift Card		Auto Close	
<input type="checkbox"/> Valutec <input type="checkbox"/> HMS <input checked="" type="checkbox"/> None Note: If requesting Gift Card services, ensure the software is certified to accept gift cards. Refer to the Heartland Dynamic Matrix on the Knowledge Network		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes: Auto Close Time: hr: _____ (Random Minute Generated) <input type="checkbox"/> AM <input type="checkbox"/> PM (Default is Midnight Central Time if left blank) Auto Close Email: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Email Address: _____	
		Heartland Mobile Payments	
		<input type="checkbox"/> Android <input type="checkbox"/> IOS Phone Model (i.e., Samsung Galaxy Note 3): _____ OS Version (i.e., 4.4.2): _____	
Software Information		AVS Options	
Software Name: <u>ERAD FCIS</u> Version Number: <u>1.0</u> Software Reseller: <u>ERAD Group, LLC</u> Reseller Contact Name: <u>Steve Beckerman</u> Reseller Email Address: <u>steve.beckerman@erad-group.com</u>		<input type="checkbox"/> Auto Decline for AVS Non-Matches <input checked="" type="checkbox"/> Approve All AVS Non-Matches Note: This option creates the possibility of interchange Downgrades and may also result in the loss of disputed transactions.	
		CVV Options	
		<input type="checkbox"/> Auto Decline for CVV Non-Matches <input checked="" type="checkbox"/> Approve All CVV Non-Matches Dup Transaction Check <input type="checkbox"/> 30 Seconds <input checked="" type="checkbox"/> Off <input type="checkbox"/> 24 Hours	
Recurring Billing Options (Email fields below are utilized as From Email Addresses sent to customers)			
<input type="checkbox"/> Enable Recurring		<input type="checkbox"/> Card Expiration Notice	
Failed Schedules Email: _____		<input type="checkbox"/> Approval Summary	
Expiration Summary Email: _____		<input type="checkbox"/> Approval Detail	
Transaction Receipts Email: _____		<input type="checkbox"/> Decline Summary	
<input type="checkbox"/> Advance Notice: <input type="checkbox"/> American Express Only <input type="checkbox"/> All Card Types <input type="checkbox"/> Number of Days in Advance: <input type="checkbox"/> 10 <input type="checkbox"/> 15			
Shipping Address Welcome Kit/CD if applicable. (Note: If blank, defaults to DBA Address)			
Name: _____			
Address: _____		City: _____	State: _____ Zip: _____

Secure Submit: Complete Page 1 - Heartland Online Storefront/BigCommerce: Complete Page 2

Merchant Information		
RM: Alan Levin	RM Phone: 727-543-5503	RM Fax:
DBA Name: Lexington-Fayette Urban County Government	HPS Merchant #:	
Address: 200 East Main Street		
City: Lexington	State: KY	Zip: 40507
Merchant Contact Name (Heartland Info Central):		Contact Email:
Notes: Selling RM will be copied on the Gateway Boarding Credentials via their HPS email address.		

Secure Submit	
Developer Name: Steve Beckerman	<input type="checkbox"/> PayPal (Required):
Developer Email: steve.beckerman@erad-group.com	Customer Service Email:
<input type="checkbox"/> Secure Submit Shopping Cart Plugin (required):	Email Address for PayPal Agreement:
<input checked="" type="checkbox"/> Secure Submit Custom Software (required): ERAD	(Required if differs from Merchant Contact Email)
<input type="checkbox"/> Multi-Use Tokenization (Card on File - Available with Woocommerce, Magento, or Custom Secure Submit Integrations)	PayPal Annual Volume:
<input type="checkbox"/> New Token Group <input type="checkbox"/> Existing Token Group:	(Default is 5% of Annual Card Volume if left blank)
<input type="checkbox"/> Heartland Marketing Solutions (Available using the Secure Submit plugins for WooCommerce, Magento, and custom integrations. HMS Addendum required, additional fees apply.)	PayPal Average Ticket:
<input type="checkbox"/> PayPlan (Flexible Billing - Available for Secure Submit custom integrations only.)	(Default is same as Card Average Ticket if left blank)
<input type="checkbox"/> Sage checks by Web (Available with custom PHP, Java and .net integrations. Sage Checks by Web Application required, additional fees apply.)	

Additional Features	
Auto Close Time (Applies to all Products Default is 1:30AM):	
Heartland Mobile Payments: <input type="checkbox"/> Android <input type="checkbox"/> IOS, Phone Model:	OS Version:

Description	TXN IP	Recurring	One Time	Bill to Merchant
Gateway Transaction Fee	0			0
Monthly Gateway Fee		0		0
One Time Gateway Implementation Fee			0	0
Advanced Fraud Existing Secure Submit Merchants	\$0	0		waived
PayPlan (Flexible Billing - Secure Submit Custom Integrations Only)	\$0	0		waived
TOTAL:				waived

<input checked="" type="checkbox"/> Opt-Out of Advance Fraud - Note: Heartland Advanced Fraud Screening is included in the e-commerce gateway and pricing. Merchants will be enabled for this service unless they choose to opt-out
<input checked="" type="checkbox"/> Opt-Out of PayPal - Note: Merchants using Secure Submit shopping cart plugins for Magento, WooCommerce, or Secure Submit PHP SDK, will be enabled for this service unless they choose to opt-out.
<input checked="" type="checkbox"/> Opt-Out of MasterPass - Note: Merchants using Secure Submit shopping cart plugins for Magento, WooCommerce, or Secure Submit PHP SDK, will be enabled for this service unless they choose to opt-out.

Billing of monthly/implementation fees commences when production gateway keys/credentials are delivered to Merchant/Developer.

Address Verification Services (AVS) Optional Settings	
<input checked="" type="checkbox"/> Approve all AVS Non-Matches. (This option increases possibility of interchange downgrades and/or loss of disputed transactions)	
<input type="checkbox"/> Automatic Decline for AVS Non-Matches - Both Address & ZIP are No Match (Default)	
<input type="checkbox"/> Decline all International AVS Responses.	

Cardholder Verification Value (CVV) Optional Settings	
<input checked="" type="checkbox"/> Approve all CVV Non-Matches	
<input type="checkbox"/> Automatic Decline for CVV Non-Matches (Default)	

Acknowledgement

By signing below, Merchant understands, acknowledges and agrees (i) to the fees and statements made above, (ii) that the HPS products/services contained herein are subject to, and shall be provided in accordance with, the Merchant Processing Agreement ("MPA"); (iii) that the Web Store services and eCommerce Plans are subject to, and shall be provided in accordance with, the Terms of Use agreement between you and third party provider, BigCommerce, Inc.; (iv) that the fees for all services ordered hereunder, including those for Web Store services, are due and payable only to HPS in accordance with the terms of the MPA; and (v) that after the Addendum Effective Date, and in addition to the services provided by HPS under the MPA, HPS will tokenize each cardholder primary account number ("PAN") submitted to HPS by Merchant. HPS' tokenization of each PAN submitted to HPS by Merchant will occur after authorization of the cardholder's transaction with the Merchant. This Heartland eCommerce Payment Gateway Form shall not be deemed an amendment to the MPA, but is a supplement thereto. Merchant further agrees to not process web based transactions through any terminal/software program which is not an HPS-certified system capable of passing eCommerce indicators.

X	N/A	N/A	N/A
Owner/Officer Signature	Print Name		Date