

ERAD-RECOVERYTM 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. <u>Term</u>. 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 |
| Audiojack 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.
- 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

Lawrence Weathers, Chief of Police Date

Jim Gray, Mayor

Tel: (859) 258-3600

Date

ERAD Group, LLC

8528 Davis Blvd., Suite 134-343 Fort Worth, TX 76182,

Tel: (571) 207-3723

T. Jack Williams, President

Date



EXHIBIT A

HPS: Chain this account to ERAD 123577 Merchant Processing Agreement

| Merchant Service | S. 1-000-30 | | 00 | artiariu vva | y, Jeffersonville | 111 47 100 | Note: V | | CONTRACTOR OF THE PARTY OF THE | | | |
|---|--|--|--|--|--|---|--|---|---|--|---|-------------|
| New Merchant | | Additional L | ocation | Chain #: | | | | New Owner/Existing HPS MID#: | | | | |
| Bank/Assn/VAR/R | n/VAR/RSP Affiliate Code: Name of Affiliate: | | | | | Lead Generator ID #: | | | | | | |
| Relationship Mana | ger: Alan | Levin | | Phone #: | | | | | Fax #: | - | | |
| Installer: | | | | Phone #: | | | | | _ | | | |
| COMPANY INFOR | MATION | | | | | | | | | | | |
| MERCHANT DBA | NAME: Le | exington-l | ayette Urb | an County | Government | | Store #: N/ | A | # of Local | tions: N/ | A | |
| Address: 200 Ea | | | | | | Customer Servi | ce No. For Lo | odging, Car Ren | tal, MOTO M | erchant: | V/A | |
| City: Lexington | | | | | | | ST: KY | | | 7 | 40507 | |
| DBA Phone: 859 | 9-258-3600 | | 7 | | | | Fax: 727-4 | 498-2984 | | | | |
| Primary Contact N | | | man | | | | Phone #: (7 | 27) 781-7308 | 3 | X DBA | ☐ Home | ☐ Cell |
| Authorized to Purc | at the second | | | | | | ٧٠, | | | | | |
| Secondary Contac | t Name: N/ | Α _ | | | | | Phone #: | | | DBA | Home | Cell |
| Authorized to Puro | hase: Y | es No | | | | | | | | | | _ |
| Language Prefere | nce (Please se | elect ONE): | English | Spanish M | Mandarin Korea | an Vietname | se Canto | nese Japane | se Other | : | | |
| Email Address: | steve.bec | kerman@ | erad-grou | ıp.com | | Websi | te Address: | www.erad-g | roup.com | - | | 100000 |
| | (Heartland In | foCentral Ad | min User Ema | | | | | <u> </u> | | | | |
| Email Contact: Fire | | | foCentral Adm | in User First | Name) | | Last Name: | Beckerman (Heartland InfoC | entral Admin | llear Last N | amol | |
| LEGAL OR CORP | , | | | | | nent Fede | ral Tax ID/EII | - | | OSEI LAST N | ame) | |
| | | (Pleas | | must corresp | ond with IRS filing i | | I/O/ | | pond with leg | The second secon | 2 2222 | |
| _ | ast Main S | | ENERIE COL | City: | Lexington | | ST: KY | Zip: 40507 | Phone: | 859-258 | 3-3600 | |
| CORPORATE HE | ADQUARTE | RS/MANAG | EMENT CON | IPANY NAMI | | ent Company: n | ease provide | a copy of the Ma | Phone: | reement) | | |
| Address: | | | | City: | (ii manageme | on company, p | ST: | Zip: | Fax: | | | |
| | | | | | | | | | | | | |
| FEE SCHEDULE | | | | | | | | | | | | |
| Service | Discount | Discount | Trans Fee | Trans Fee | Application Prod | | | | | | | |
| Service Requested | Rate | Per Item | Dial | IP | (Non-F | Refundable): | \$ 0.00 | | | | | |
| Service Requested VISA | Rate 0.10 % | Per Item | Dial 2.50 ¢ | IP 1.50 ¢ | (Non-F | Refundable): \$ 500,000 | - | Average Tick | | 000.00 | | |
| Service Requested VISA MasterCard | Rate 0.10 % 0.10 % | Per Item 0.00 ¢ 0.00 ¢ | Dial 2.50 ¢ 2.50 ¢ | 1.50 ¢ | (Non-F Annual Volume: High Ticket: \$ | Refundable): | - | Average Tick High Ticket F | | | thly | |
| Service Requested VISA MasterCard Discover / JCB | Rate 0.10 % 0.10 % 0.10 % | Per Item 0.00 ¢ 0.00 ¢ 0.00 ¢ | Dial 2.50 ¢ 2.50 ¢ 2.50 ¢ | 1.50 ¢ 1.50 ¢ 1.50 ¢ | (Non-F | Refundable): \$ 500,000 | - | | | | thly | |
| Service Requested VISA MasterCard Discover / JCB PayPal | Rate 0.10 % 0.10 % 0.10 % % | Per Item 0.00 ¢ 0.00 ¢ | Dial 2.50 ¢ 2.50 ¢ 2.50 ¢ | 1.50 ¢ 1.50 ¢ 1.50 ¢ 1.50 ¢ | (Non-F | Refundable): \$ 500,000 \$ 15,000.00 | 0.00 | | | | thly | |
| Service Requested VISA MasterCard Discover / JCB PayPal GSBN | Rate 0.10 % 0.10 % 0.10 % | Per Item 0.00 ¢ 0.00 ¢ 0.00 ¢ | Dial 2.50 ¢ 2.50 ¢ 2.50 ¢ ¢ ¢ | 1.50 ¢ 1.50 ¢ 1.50 ¢ ¢ ¢ | (Non-F Annual Volume: High Ticket: \$ Cost Plus | Refundable): \$ 500,000 \$ 15,000.00 | 0.00 | | | | thly | |
| Service Requested VISA MasterCard Discover / JCB PayPal | Rate 0.10 % 0.10 % 0.10 % % | Per Item 0.00 ¢ 0.00 ¢ 0.00 ¢ | Dial 2.50 ¢ 2.50 ¢ 2.50 ¢ | 1.50 ¢ 1.50 ¢ 1.50 ¢ 1.50 ¢ | (Non-F Annual Volume: High Ticket: \$ Cost Plus On-Campus Plus Applicable I | Refundable): \$ 500,000 \$ 15,000.00 | ampus | High Ticket F | requency: 4 | -6 Mont | thly | |
| Service Requested VISA MasterCard Discover / JCB PayPal GSBN | Rate 0.10 % 0.10 % 0.10 % % % | Per Item 0.00 \$ 0.00 \$ 0.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | Dial 2.50 ¢ 2.50 ¢ 2.50 ¢ ¢ ¢ ¢ | 1.50 ¢ 1.50 ¢ 1.50 ¢ ¢ ¢ ¢ | (Non-F Annual Volume: High Ticket: \$ Cost Plus On-Campus Plus Applicable I Annual Volume: | Refundable): \$ 500,000 \$ 15,000.00 | ampus Fees | High Ticket F | requency: 4 | | thly | |
| Service Requested VISA MasterCard Discover / JCB PayPal GSBN PIN Debit | Rate 0.10 % 0.10 % 0.10 % % | Per Item 0.00 ¢ 0.00 ¢ 0.00 ¢ | Dial 2.50 ¢ 2.50 ¢ 2.50 ¢ ¢ ¢ | 1.50 ¢ 1.50 ¢ 1.50 ¢ ¢ ¢ | (Non-F Annual Volume: High Ticket: \$ Cost Plus On-Campus Plus Applicable [Annual Volume: Note: OptBlue An | Refundable): \$ 500,000 \$ 15,000.00 | ampus Fees 00.00 g Volume > \$1 | High Ticket F Average Tick | requency: 4 | -6 Mont | | |
| Service Requested VISA MasterCard Discover / JCB PayPal GSBN PIN Debit American | Rate 0.10 % 0.10 % 0.10 % % 0.10 % | 0.00 ¢ 0.00 ¢ 0.00 ¢ 0.00 ¢ | Dial 2.50 ¢ 2.50 ¢ 2.50 ¢ ¢ ¢ ¢ | 1.50 ¢ 1.50 ¢ 1.50 ¢ \$\\ \psi\$ \$\\ \ | (Non-F Annual Volume: High Ticket: \$ Cost Plus On-Campus Plus Applicable I Annual Volume: | Refundable): \$ 500,000 \$ 15,000.00 | ampus Fees 00.00 g Volume > \$1 | High Ticket F | requency: 4 | -6 Mont | | |
| Service Requested VISA MasterCard Discover / JCB PayPal GSBN PIN Debit American Express American Express | Rate 0.10 % 0.10 % 0.10 % % 0.10 % Merchant # | 0.00 ¢ 0.00 ¢ 0.00 ¢ 0.00 ¢ | Dial 2.50 ¢ 2.50 ¢ 2.50 ¢ 2.50 ¢ 2.50 ¢ | 1.50 ¢ 1.50 ¢ 1.50 ¢ 4 \$\\ \psi\$ 4 4 American E | (Non-F Annual Volume: High Ticket: \$ Cost Plus On-Campus Plus Applicable D Annual Volume: Note: OptBlue An OptBlue | Refundable): \$ 500,000 \$ 15,000.00 Off-C Debit Network \$ 100,00 nual Processin X 1 | ampus Fees 00.00 g Volume > \$1 | High Ticket F Average Tick I Million must go | et: \$ 1,0 Direct material fror Franchise | 000.00 m American | Express | |
| Service Requested VISA MasterCard Discover / JCB PayPal GSBN PIN Debit American Express American Express | Rate 0.10 % 0.10 % 0.10 % % % VI/MC/DS I | 0.00 ¢ 0.00 ¢ 0.00 ¢ 0.00 ¢ | Dial 2.50 ¢ 2.50 ¢ ¢ ¢ ¢ c c c c c c c c c c c c c c c | 1.50 \$ 1.50 \$ 1.50 \$ 4 \$ 4 4 1.50 \$ \$ 4 \$ 4 4 4 4 4 4 4 4 4 4 4 5 5 6 6 6 6 6 6 6 | (Non-F Annual Volume: High Ticket: \$ Cost Plus On-Campus Plus Applicable I Annual Volume: Note: OptBlue An | Refundable): \$ 500,000 \$ 15,000.00 Debit Network \$ 100,00 nual Processin X 10 Name: | ampus Fees 00.00 g Volume > \$1 opt out of rec | Average Tick Average Tick I Million must go eiving marketing | et: \$1,0 Direct material from Franchise | 000.00 m American CAP #: | Express to the | |
| Service Requested VISA MasterCard Discover / JCB PayPal GSBN PIN Debit American Express American Express | Rate 0.10 % 0.10 % 0.10 % % % VI/MC/DS I | 0.00 ¢ 0.00 ¢ 0.00 ¢ 0.00 ¢ | Dial 2.50 ¢ 2.50 ¢ ¢ ¢ ¢ c c c c c c c c c c c c c c c | 1.50 ¢ 1.50 ¢ 1.50 ¢ 4 4 1.50 ¢ 5 4 4 4 4 4 4 4 4 4 4 5 5 5 6 6 6 6 6 6 | (Non-F Annual Volume: High Ticket: \$ Cost Plus On-Campus Plus Applicable [Annual Volume: Note: OptBlue An OptBlue Express Franchise less. (If annual VI/M | Refundable): \$ 500,000 \$ 15,000.00 Debit Network \$ 100,00 Innual Processin Name: IC/DS MAP/GSB | ampus Fees 00.00 g Volume > \$1 ppt out of rec | Average Tick Average Tick Million must go eliving marketing | et: \$ 1,1 Direct material from Franchise ually, 0,50% wolume listed | 000.00 M American CAP #: will be added on this app | Express to the | |
| Service Requested VISA MasterCard Discover / JCB PayPal GSBN PIN Debit American Express American Express Monthly | 0.10 % 0.10 % % % % 0.10 % % % 10.10 % % 2.10 % 8.20 Merchant # | 0.00 ¢ 0.00 ¢ 0.00 ¢ 0.00 ¢ | Dial | 1.50 ¢ 1.50 ¢ 1.50 ¢ \$ \$\$ \$\$ 4 \$\$ \$\$ \$\$ 4 \$\$ \$\$ 4 \$\$ \$\$ 4 \$\$ \$\$ 50,000 or 1 \$\$ 6 \$\$ \$\$ 6 \$\$ \$\$ 6 \$\$ \$\$ 1.50 ¢ \$\$ 1.50 \$\$ | (Non-F Annual Volume: High Ticket: \$ Cost Plus On-Campus Plus Applicable I Annual Volume: Note: OptBlue An CoptBlue Express Franchise less. (If annual VI/M e the monthly fee it | Refundable): \$ 500,000 \$ 15,000.00 Debit Network \$ 100,00 nual Processin Name: IC/DS MAP/GSB if processing voicate Months: [| ampus Fees 00.00 g Volume > \$1 opt out of rec | Average Tick Million must go eliving marketing eeds \$50,000 anniconsistent with v | et: \$1,0 Direct material fror Franchise 6 ually, 0.50% w olume listed | 000.00 m American CAP #: rill be added on this app | to the lication. | |
| Service Requested VISA MasterCard Discover / JCB PayPal GSBN PIN Debit American Express American Express SMP Annua Monthly ASMP - Fee: | Rate 0.10 % 0.10 % % % 0.10 % % 10.10 % Merchant # 11.VI/MC/DS is & Per Item F | 0.00 ¢ 0.00 ¢ 0.00 ¢ 0.00 ¢ | Dial | 1.50 \$ 1.50 \$ 1.50 \$ 4 4 4 1.50 \$ \$ 4 5 4 4 1.50 \$ | (Non-F Annual Volume: High Ticket: \$ Cost Plus On-Campus Plus Applicable I Annual Volume: Note: OptBlue An COptBlue Express Franchise less. (If annual VI/M e the monthly fee itallment Billing-Indi | Refundable): \$ 500,000 \$ 15,000.00 Debit Network \$ 100,00 nual Processin Name: IC/DS MAP/GSB if processing voicate Months: [| ampus Fees 00.00 g Volume > \$1 opt out of rec N volume exceptoure is not of | Average Tick Million must go eliving marketing eeds \$50,000 anniconsistent with v | et: \$1,0 Direct material fror Franchise 6 ually, 0.50% w olume listed | 000.00 m American CAP #: rill be added on this app | to the lication. | |
| Service Requested VISA MasterCard Discover / JCB PayPal GSBN PIN Debit American Express American Express SMP Annual Monthly ASMP - Fee: Note: Interchange, E | Rate 0.10 % 0.10 % % % 0.10 % % 10.10 % Merchant # 11.VI/MC/DS is & Per Item F | 0.00 ¢ 0.00 ¢ 0.00 ¢ 0.00 ¢ | Dial 2.50 ¢ 2.50 ¢ 2.50 ¢ ¢ ¢ 2.50 ¢ | 1.50 \$ 1.50 \$ 1.50 \$ 4 4 4 1.50 \$ \$ 4 5 4 4 1.50 \$ | (Non-F Annual Volume: High Ticket: \$ Cost Plus On-Campus Plus Applicable I Annual Volume: Note: OptBlue An COptBlue Express Franchise less. (If annual VI/M e the monthly fee itallment Billing-Indi | Refundable): \$ 500,000 \$ 15,000.00 Debit Network \$ 100,00 nual Processin Name: IC/DS MAP/GSB if processing volicate Months: [s monthly fee wi | ampus Fees 00.00 g Volume > \$1 opt out of rec N volume exceptoure is not of | Average Tick Million must go eliving marketing eeds \$50,000 anniconsistent with v | et: \$1,0 Direct material fror Franchise 6 ually, 0.50% w olume listed | 000.00 m American CAP #: vill be added on this app A See Fee" on ye | to the lication. | |
| Service Requested VISA MasterCard Discover / JCB PayPal GSBN PIN Debit American Express American Express SMP Annua Monthly ASMP - Fee: Note: Interchange, I | Rate 0.10 % 0.10 % % % 0.10 % % Merchant # I VI/MC/DS I & Per Item F | 0.00 ¢ 0.00 ¢ 0.00 ¢ 0.00 ¢ 0.00 ¢ 0.00 ¢ Annual Assessment | Dial 2.50 ¢ 2.50 ¢ 2.50 ¢ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | 1.50 ¢ 1.50 ¢ 1.50 ¢ \$ \$\$\\$\\$\\$\\$\\$\\$\$ | Annual Volume: High Ticket: \$ Cost Plus On-Campus Plus Applicable I Annual Volume: Note: OptBlue An CoptBlue Express Franchise less. (If annual VI/M te the monthly fee it allment Billing-Indi | Refundable): \$ 500,000 \$ 15,000.00 Debit Network \$ 100,00 nual Processin X 10 Name: IC/DS MAP/GSB if processing volume to the processin | ampus Fees OO.OO g Volume > \$1 opt out of rec N volume exception is not of J F III be titled as a | Average Tick Average Tick Million must go eiving marketing eeds \$50,000 ann consistent with v M | et: \$ 1,1 Direct material from Franchise ually, 0.50% wolume listed J | 000.00 m American CAP #: fill be added on this app A Se Fee" on ye | to the lication. O Nour monthly MENT | |
| Service Requested VISA MasterCard Discover / JCB PayPal GSBN PIN Debit American Express American Express SMP Annua Monthly ASMP – Fee: Note: Interchange, I ADDITIONAL SER | Rate 0.10 % 0.10 % % % 0.10 % % Merchant # I VI/MC/DS I & Per Item F | 0.00 ¢ 0.00 ¢ 0.00 ¢ 0.00 ¢ 0.00 ¢ 0.00 ¢ Annual Assessment | Dial 2.50 ¢ 2.50 ¢ 2.50 ¢ ¢ ¢ 2.50 ¢ | 1.50 ¢ 1.50 ¢ 1.50 ¢ \$ \$\$\\$\\$\\$\\$\\$\\$\$ | Annual Volume: High Ticket: \$ Cost Plus On-Campus Plus Applicable I Annual Volume: Note: OptBlue An CoptBlue Express Franchise less. (If annual VI/M te the monthly fee it allment Billing-Indi | Refundable): \$ 500,000 \$ 15,000.00 Debit Network \$ 100,00 nual Processin X 10 Name: IC/DS MAP/GSB if processing volume to the processin | ampus Fees 00.00 g Volume > \$1 opt out of rec N volume exce olume is not of J F II be titled as ' NG FEES Discount Fee Regulatory M | Average Tick Average Tick Million must go eiving marketing eeds \$50,000 ann consistent with v M | et: \$ 1,0 Direct material from Franchise oually, 0.50% wolume listed J J J J atory Mandate \$ 0.00 | 000.00 m American CAP #: vill be added on this app A Se Fee" on you | to the lication. O Nour monthly MENT | |
| Service Requested VISA MasterCard Discover / JCB PayPal GSBN PIN Debit American Express American Express SMP Annual Monthly ASMP - Fee: Note: Interchange, E Gateway Wireless (Per Wire | Rate 0.10 % 0.10 % % % 0.10 % % Merchant # I VI/MC/DS I & Per Item F | 0.00 ¢ 0.00 ¢ 0.00 ¢ 0.00 ¢ 0.00 ¢ 0.00 ¢ MAP/GSBN Gees.) HPS r Annu d Assessment | Dial 2.50 ¢ 2.50 ¢ 2.50 ¢ ¢ ¢ 2.50 ¢ | 1.50 ¢ 1.50 ¢ 1.50 ¢ \$ \$\frac{\psi}{\psi}\$ American E \$\frac{\psi}{\psi}\$ S\$50,000 or light to chang thly \$\boxed{\psi}\$ Institution in Fee Dial | (Non-F Annual Volume: High Ticket: \$ Cost Plus On-Campus Plus Applicable I Annual Volume: Note: OptBlue An CoptBlue Express Franchise less. (If annual VI/M the monthly fee itallment Billing-India through. Also, this Txn Fee IP | Refundable): \$ 500,000 \$ 15,000.00 Debit Network \$ 100,00 Innual Processing Name: IC/DS MAP/GSB if processing volicate Months: [s monthly fee wire refundation of the company of | ampus Fees 00.00 g Volume > \$1 ppt out of recolume is not of the column | Average Tick Average Tick Million must go eiving marketing eeds \$50,000 ann consistent with v M | et: \$1,0 Direct material from Franchise ually, 0.50% wolume listed J J J J atory Mandate \$,0.00 | O00.00 m American CAP #: fill be added on this app A Se Fee" on your SETTLE Daily | to the lication. | statements. |
| Service Requested VISA MasterCard Discover / JCB PayPal GSBN PIN Debit American Express American Express SMP Annua Monthly ASMP - Fee: Note: Interchange, I Gateway Wireless (Per Wire Merchant Link | Rate 0.10 % 0.10 % % % 0.10 % % Were thant # VI/MC/DS I & Per Item F OPI, Dues and RVICES | 0.00 ¢ 0.00 ¢ 0.00 ¢ 0.00 ¢ 0.00 ¢ MAP/GSBN Fees.) HPS r Annu Assessment | Dial 2.50 ¢ 2.50 ¢ 2.50 ¢ ¢ ¢ 2.50 ¢ | 1.50 \$ 1.50 \$ 1.50 \$ 1.50 \$ \$ 4 \$ \$ 4 \$ 4 \$ 1.50 \$ American E \$ \$50,000 or I ight to chang thly Inst vill be passed Txn Fee Dia \$ \$ \$0.0595 | (Non-F Annual Volume: High Ticket: \$ Cost Plus On-Campus Plus Applicable I Annual Volume: Note: OptBlue An CoptBlue Express Franchise less. (If annual VI/M te the monthly fee it allment Billing-Indi through. Also, this Txn Fee IP \$0.039 | Refundable): \$ 500,000 \$ 15,000.00 Debit Network \$ 100,00 nual Processin Name: IC/DS MAP/GSB if processing volicate Months: [s monthly fee will RECURRI Minimum I Service & Annual Fe | ampus Fees 00.00 g Volume > \$1 opt out of rec N volume exceptume is not of J F III be titled as 'NG FEES Discount Fee Regulatory Me | Average Tick Average Tick Million must go eiving marketing eeds \$50,000 ann consistent with v M | et: \$ 1,1 Direct material from Franchise wally, 0.50% wolume listed J J J J atory Mandate \$ 0.00 \$ 0.00 \$ 0.00 | O00.00 m American CAP #: fill be added on this app A Se Fee" on your SETTLE Daily | to the lication. O Nour monthly MENT //Split | statements. |
| Service Requested VISA MasterCard Discover / JCB PayPal GSBN PIN Debit American Express American Express SMP Annual Monthly ASMP - Fee: Note: Interchange, I ADDITIONAL SEE Gateway Wireless (Per Wirelest) | Rate 0.10 % 0.10 % % 0.10 % % 0.10 % ** ** ** ** ** ** ** ** ** | 0.00 ¢ 0.00 ¢ 0.00 ¢ 0.00 ¢ 0.00 ¢ 0.00 ¢ | Dial 2.50 ¢ 2.50 ¢ 2.50 ¢ ¢ c c c c c c c c c c c c | 1.50 ¢ 1.50 ¢ 1.50 ¢ 1.50 ¢ 4 4 1.50 ¢ American E \$50,000 or 1 ight to chang thly Inst will be passed Txn Fee Dia \$ \$0.0595 \$ | (Non-F Annual Volume: High Ticket: \$ Cost Plus On-Campus Plus Applicable I Annual Volume: Note: OptBlue An OptBlue Express Franchise tests. (If annual VI/M te the monthly fee it tallment Billing-Indi through. Also, this Txn Fee IP \$0.039 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | Refundable): \$ 500,000 \$ 15,000.00 Debit Network \$ 100,00 Innual Processing volume If processing volume REGURN Minimum Service & Annual Fe Chargebac Voice Auth | ampus Fees 00.00 g Volume > \$1 opt out of rec N volume exce olume is not of J F II be titled as ' NG FEES Discount Fee Regulatory M e e ck Fee | Average Tick Average Tick Million must go eiving marketing eeds \$50,000 ann consistent with v M | et: \$ 1,1 Direct material from Franchise ually, 0.50% wolume listed J J J J atory Mandate \$ 0.00 \$ 0.00 \$ 15.00 \$ 0.65 | O00.00 m American CAP #: will be added on this app A Se Fee" on you SETTLE Daily, Daily, Monti | to the lication. O Nour monthly MENT //Split | statements. |

| INTERCHANGE QUALIFICA | TION | TO THE REAL PROPERTY. | 2.7 | 1 1 to 1 1 | A THE PLAN | 1 | The State of | SAN SAN |
|----------------------------------|---|-----------------------------|---|--|---|----------|---|----------------------------|
| X Interchange Plus | □ мот | O / Internet | | Purchase Card | Level: [2] | [3] | Small Ticket / M3 | |
| Retail | ☐ Eme | rging Market | | GSA Large Ticket | | | DialPay / TT | |
| Restaurant | | mated Fuel (AF | (D) | Convenience | | | | |
| Lodging / Car Rental | | ice Station (NF | | | onvenience Purchas | 92 | | |
| STATEMENT OPTIONS | NAME OF TAXABLE PARTY. | | CARD ACCEPT | | DEPOSIT METHO | Acres 1 | DISPUTE LETTE | 20 |
| Statement Type: | Mail Statements | O. | THE REAL PROPERTY AND PERSONS ASSESSMENT | A CONTRACTOR OF THE PARTY OF TH | DATE: STREET, | | Registration of the same | |
| | | 0. | All Cards Acc | | × Standard | - | Mailing Options: | Electronic Options*: |
| X Standard | Legal | | | ess Cards Only | By Batch | | Legal | Fax |
| Non-Qual Breakout | ☐ DBA | | Consumer Pr | | By Card Type | | ▼ DBA | X Email |
| By Card Type | Suppressed S | | (Check Cards | | | | *Select mail option | n as back-up. |
| Chain Recap Summary | X All Electronic | Communication | s: Same as Info | Central X Preferre | d Email Address | | | |
| MERCHANT DETAIL | | | | | | | | |
| Type of Business (Required): | X Public Priv | rate | | 32.00 | | | | |
| Type of Ownership: Sole F | Proprietorship* | Partnership | Corporation | L.L.C.** Non-Pr | ofit X Governmer | nt / Mu | nicipality | |
| *If business is owned by a | Sole Proprietor is | the Federal Tax | ID the signers SSN | : Yes No | | | | |
| **IRS reporting classification | on for LLC: Disr | egarded Entity | (aka Single Member | LLC) Corporation | on Partnership | | | |
| Date Business Started: | V/A | Da | te Acquired by Curre | ent Owner: | What pe | ercenta | ge of sales are Cha | rgebacks:0.00 % |
| Do you currently accept Credi | t Cards: Yes | No D | ate began accepting | Credit Cards: | Wha | at perce | entage of sales are | Returned: 0.00 % |
| Current Processor: N/A | | | | Current MID: n/A | | | | |
| Has your business experience | ced a card membe | account data | compromise: Y | es 🗵 No If ye | s, what was the dat | e of th | e compromise: | |
| Is your business PCI Compli | ant: X Yes | lo | | (Cop | y of the completed fo | rensic | investigation is requi | ired with the app.) |
| Are you currently in contract | t or negotiating wit | h a Third Part | Lender: Yes | X No | | | | |
| If yes: Contract Start I | Date: | | Length of Contract | Term: | Lo | an Ba | lance: | |
| Do you accept credit card info | rmation via website | | 2017 | f so, will web-based tr | 7/ 1/2 | | | s 🗖 No |
| Please provide the name of th | | | | | anodoliono po proco | ooda ti | nough in o 10 | |
| Does your company utilize a | | | | The state of the s | er data (i.e. Paymen | t natew | av or data warahousa | etc.): Ves DNo |
| If yes, provide the name of the | | | | | | t gatew | ay or data wareriouse | , etc.,. X Tes II No |
| Does your company provide | | | | | | · E v | os 🗔 No | |
| For additional information, go t | | | | , process or transmit | Card member data | . П. | es X No | |
| Are you a Payment Facilitato | and the same of the same of the same of | | A CONTRACT OF THE PARTY OF THE | Note: | | | nt Service Provider a will require Sponsor | nd File Hosting/Storage |
| Home-Based Business: TY | es 🛛 No Busi | ness is conduct | ted: Consumer: | 100.00 % Busines | ss to Business: | % | | Dank review. |
| What Products and / or servi | ices do you provid | e: Law Enfo | _ | | - | | _ | |
| Define your Refund Policy (Re | | | | d used at the time of s | sale.): As required | hyla | 104/ | |
| How soon is the Customer's of | | | | | signature for receip | - | | No |
| What is the verification proces | | C. CAND. C. LY-ENT BEDS CO. | 2382200 | 54540 Te 20000 00000 00000 | | . С. р. | <u>-</u> | |
| Seasonal Merchant: Yes | | | | | ПЛПАПВГ | 10 П | N □D | |
| Sales Method | | | essing Method | | | | livery* | |
| On Premise Face to Face Sales | 100.00 | % Card S | | 04 | The second second | 5 Days | livery | 9/ |
| Off Premise Face to Face Sales | | | with Imprinted Receipt | | - | 10 Days | | % |
| Mail Order Sales | | | without Imprinted Receip | | | - 30 Day | s | % |
| Real-Time Internet Sales | | % | | | | - 60 Day | | % |
| Inbound Telephone Order Sales | | % мото | Card Type | | 61 - | - 90 Day | s | % |
| Outbound Telephone Order Sales | | | t of Domestic Transactio | ns (| 0.00 % 91 - | - 120 Da | ys | % |
| Internet Keyed | | | t of Foreign Transactions | | | 0 Days | | % |
| Recurring Billing | | % | | FR. | tal = 100% | | | If Applicable Total = 100% |
| *Includes advance recent := 1 | Total = 100 | | t of Gift Card Sales | | | | ery Bankcard Volume Pe | |
| *Includes advance reservation | Next an advanced | | | | and Manager trans | | | |
| subscriptions. If 100% of the | | | | | | r sale, | please indicate abo | ve. |
| Lodging / Resort: Select the | | | | | | | | |
| My business processes ar | | | A real second real section | | AND THE PARTY OF THE | | | |
| My business only retains | card information for | use in the eve | nt of a NO SHOW; r | no authorization or dep | oosit is obtained. | | | |
| Travel Agencies / Travel Tou | ır Operators (Requ | ired for Ameri | can Express): | | | | | |
| The following information is re | equired to validate T | ravel Industry | Bonding Organization | n / Authorized Airline | Ticket Agent Membe | rships: | ARC# / IATA#: | |

| PCI Compliance | | | |
|--|--|---|--|
| Is your business PCI Compliant: X Yes No | | (Copy of the completed forensic inves | tigation is required with the app.) |
| Has your business experienced a card member account d | ata compromise: 🔲 Yes | No If yes, what was the da | te of the compromise: |
| Does your company utilize a Data Storage Entity or Merch If yes, provide the name of the Data Storage Entity or Merch PCI DSS and Card Network rules prohibit storage of sensitive store, process, or transmit full cardholder's data, then you (m must be PA DSS (Payment Application Data Security Standa As required under the Payment Card Industry Data Security S Merchant will maintain full PCI DSS compliance at all tim Yes No NIA Do your transactions process through any other Third Pa Merchant utilizes the services of a PCI SSC Qualified Inte The signing merchant listed below has experienced an ac The signing merchant listed below is storing Sensitive Au Yes No NIA I have never accepted pa Merchant utilizes an EMV enabled terminal: Yes | ant Servicer that has access ant Servicer being utilized: a authentication data after the a content of the erchant of the erch | ss to card member data (i.e., Payment as to card data and/or Sensitive Automatics, Payment data and | even if encrypted). If you or your POS system tilize a payment application the POS software they must be PCI DSS Compliant. Ing: It ware, system, application or vendor: Yes No N/A ed: Yes No N/A e never accepted payment cards.) been authorized: |
| **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 accoun | t data compromise in the past, a PC | I DSS Level 1 Compliance Assessment may be |
| required upon Heartlands request. A compromise of cardhold be responsible under your Merchant Agreement, notwithstand | ler data from your location(s |) may result in the issuance of fines | |
| It is imperative that you notify Heartland immediately sho | uld the information on this | Compliance Statement change. | |
| OWNERS / OFFICERS | | | |
| Is any owner, officer, director, employee, or agent a current of (elected or not); a senior official of a major political party; an close personal or professional associate of any of the forego | executive of a government- ing officials? Yes | owned commercial enterprise; a fami No If "yes," please attach details. | |
| Owner X Officer Authorized Signer *Managing | est established | | DOP (modddaga) |
| (1) Name: Jim Gray Home Address: N/A | Title: Mayor City: N/A | SSN: N/A ST: N/A | DOB (mm/dd/yyyy): Zip: N/A |
| Home Phone: N/A | N/A | Cell Phone: N/A | Zip: N/A |
| Driver's License #: N/A | Length at Home Address: | N/A | Business Equity Ownership: N/A % |
| Owner Officer Authorized Signer Managing (2) Name: N/A | Agent *Please provide cop Title: N/A | by of Management Agreement 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 GUARANTY | | | |
| FOR VALUE RECEIVED, and in consideration of the mutual between the Merchant submitting this Application ("Merchant guarantee to Acquirer and their successors and assigns the Agreement. The undersigned (does/do) hereby certify that (h Conditions and specifically those that relate to the personal gardener, or any agents thereof, to investigate the references | ") and ("Acquirer"), the unde full and prompt payment wh re/she/they) (has/have) read guaranties, Merchant and th | ersigned jointly and severally, if more en due of all obligations of every kin , understand(s) and agree(s) to all M ne undersigned authorize Acquirer, a | than one, unconditionally and irrevocably d and nature arising directly or indirectly out of the erchant Processing Agreement Terms and ny credit bureau or reporting agency employed by |
| x N/A | N/A | x N/A | N/A |
| (1) Personal Guarantor (signature) | Date | (2) Personal Guarantor (sig | nature) Date |

Page 4

| DEBIT / CREDIT AUTHORIZATION | | | | |
|---|------------------|------------------------------|--|--|
| Merchant certifies that any verification of business provided is for a business | siness 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 Syste | ems Merchant A | Application, In addition, M | erchant hereby auth | orizes Acquirer to debit and credit |
| Merchant's checking/savings account. This authority shall remain in full | force until (a) | Acquirer has received wri | tten notification from | Merchant of its termination; and (b) all |
| obligations of Merchant to Acquirer under this Agreement have been pa | aid 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 di | irectly to a Fue | Supplier, name supply | | |
| Company: N/A | | | | |
| | | | | |
| ☐ Deposits & Fees ☒ Deposits Only – (Split*) | | *Split Continued - Fee: | s Only | |
| (DDA#): (RT#): 0 8 3 0 0 | 0 1 3 7 | (DDA#): 901100 | 36317 | (RT#): 111301122 |
| Account Type: X Checking Savings Other: | | Account Type: X Che | ecking Savings [| Other: |
| Name as it appears on Bank Account Lexington-Fayette Urban (| County Gov | Name as it appears on | Bank Account: ER | AD Group, LLC |
| | | | | |
| AGREEMENT ACCEPTANCE, CERTIFICATION AND CONSUMER REPORT AUTHORIZA | TION | | Mario III | |
| 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 support | ter: Yes X No |
| Merchant authorizes HPS, any credit bureau or reporting agency emplo | oyed by Acquire | er, or any agents thereof, | to investigate the re | ferences, statements or data provided by |
| Merchant or the undersigned for purposes of all matters generally con- | nected to this b | usiness relationship. I furt | her certify that I hav | e received, read, understand and agree |
| to the Merchant Processing Agreement Terms and Conditions, Policies | , Procedures, F | Rules and Requirements v | which together with t | 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 | | N | layor | |
| Owner / Officer / Authorized Signer / Managing Agent | Print | Name & Title | | Date |
| X | | | | |
| Owner / Officer / Authorized Signer / Managing Agent | Print | Name & Title | 4 477 | Date |
| | | | | |
| | | | | |
| THE TERM O | F THIS AGRI | EEMENT IS 36 MON | NTHS | |
| Note: Maximum \$295 per location early account closure fee may appl | ly; see section | 11 of the Merchant Proce | ssing Agreement Te | rms and Conditions for more information. |
| HPSOFFICIALUSEONLY | | | Name of the last o | |
| Application Approved By: | | Title: | | Date: / / |

Created: 01/09 Revised: 03/06/17

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) 385-5000 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 Co | ounty Government | | |
|---|------------------|----------------|-------------------|
| Address: 200 East Main Street | | | |
| City: Lexington | ST: | KY | Zip: 40507 |
| Contact Name: Steve Beckerman | Phone #: | (727) 781-7308 | |

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.
- 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

- The Member Sponsor Bank is the <u>only entity</u> 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) 662-8990 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) 746-4167

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.

| Merchant's Name Printed | Merchant's Signature | Date | |
|-------------------------|----------------------|--------------|--|
| | Bank Use Only | | |
| Date Received | Date Installed | HPS Rep Name | |

Revised: 03/15/16



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 |
|--|---|--|
| Relationship Manager | Printed | Date |
| I hereby verify that (check one). | Site Inspection | |
| | business premises & certify that the merchases required to conduct the business. | nant has the proper facilities, equipment, |
| | omplete a Site Inspection of the Merchant at by knowledge and belief. Please explain why | |
| 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 B *If yes, please note the Branded Na | randed Name: Yes No me should be listed first before the DBA nam | ne on the merchant application. |
| Is inventory sufficient to support bus | iness: Yes No Describe: | |
| Number of Terminals: Locati | ons: Are card acceptance logos disp | played for easy view: Yes No |
| Merchant utilizes a Fulfillment house Site Inspected: ☐ Yes ☐ No | e to ship customer orders outside DBA location | on: Yes No |
| Location Name: | ST: | Phone #: |
| City: | ST: | Zip: |
| If this is an additional location to an ☐ Yes ☐ No | existing HPS merchant, was a site inspection | n performed on any of the locations? |
| If this is a referral from an HPS part Name: | | |



Heartland Portico Gateway Setup Form

| Merchant Information | | | | | | |
|--|---|--|--|---|--|--|
| | BA: Lexington-Fayett | e Urban County G | overnment | | | |
| Address: 200 East Main Street | | City: Lexington | | State: KY Zip: 40507 | | |
| Phone: 727-781-7308 Merchant Admin Contact Name: Steve Beckerman | | | | | | |
| RM: Alan Levin Phone: 727-491-3939 Fax: | | | | | | |
| Merchant Admin InfoCentral Email A | ddress (Required): S | teve.beckerm | an@erad-gr | oup.com | | |
| Features (Requires Additional Setup Documentation) | Check Processir (Additional Document | | Dynamic D | escriptor | | |
| ☐ Tokenization ☐ EBT ☑ Portico VT (If VT settings differ from Gateway, MORF is required) | GETI Identify Program Ty | | □ Dynamic Descriptor □ Short DBA Name Length: □ 0 □ 3 □ 7 □ 12 □ Short DBA Name: | | | |
| Industry | Device Type | | Gateway V | ersion | | |
| □ Retail □ Lodging □ Restaurant □ MOTO (MOTO/Direct Marketing) | Normal Self Service Self Service (Lim E-Commerce | nited Amount) | Legacy (V Portico G | /ersion 1) ateway (Version 2) Heartland Dynamic Matrix on | | |
| Time Zone | | | | | | |
| ☐ Alaska ☐ Arizona ☐ Central ☐ | Eastern Hawa | aii 🔲 Mountain | ☐ Pacific | | | |
| Gift Card | Auto Close | | Heartland I | Mobile Payments | | |
| ☐ Valutec | X Yes No | | Android | | | |
| ☐ HMS | If Yes: Auto Close | Γime: hr: | Phone Mode | l (i.e., Samsung Galaxy Note 3): | | |
| ⊠ None | (Random Minute Ger | | OC Varrian (| | | |
| Note: If requesting Gift Card services, | □ AM □ PM | | OS Version (| (i.e., 4.4.2): | | |
| ensure the software is certified to | (Default is Midnight C | entral Time if left | | | | |
| accept gift cards. Refer to the Heartland Dynamic Matrix on the Knowledge Network | blank) | | | | | |
| Bynamic Madix on the Knowledge Network | Auto Close Email: | | | | | |
| | Yes No | A CONTRACTOR OF THE PROPERTY O | | | | |
| | If Yes, Email Addre | ss: | | | | |
| | | | Same and | | | |
| Software Information | | AVS Options | | CVV Options | | |
| Software Name: ERAD FCIS | | ☐ Auto Decline | for AVS | Auto Decline for CVV | | |
| Version Number: 1.0 | | Non-Matches Approve All | AVS Non | Non-Matches Approve All CVV Non- | | |
| Software Reseller: ERAD Group, LLC | | Matches | | Matches | | |
| Reseller Contact Name: Steve Becke | erman | Note: This option creates the possibility of interchange | | Dup Transaction Check | | |
| Reseller Email Address: steve.beckerma | an@erad-group.com | Downgrades and result in the loss of | | ☐ 30 Seconds 🗵 Off | | |
| | | transactions. | | 24 Hours | | |
| Recurring Billing Options (Email fields | below are utilized as | | | customers) | | |
| Enable Recurring Failed Schedules Email: | | Card Expirat | | | | |
| Failed Schedules Email: Expiration Summary Email: Approval Summary Approval Detail | | | | | | |
| Transaction Receipts Email: Decline Summary | | | | | | |
| | Advance Notice: American Express Only All Card Types Number of Days in Advance: 10 15 | | | | | |
| Shipping Address Welcome Kit/CD | | | and the second second second second | | | |
| Name: | ii applicable. (140te | , it blank, dolat | AND TO DON A | duiosoj | | |
| Address: | | City: | THE REPORT OF | State: Zip: | | |
| | | | | | | |



Heartland eCommerce Payment Gateway Form Fax Form To: 866-976-1314

| Secure Submit: Complete Page 1 - Heartland Or | nline Storefron | t/BigCommer | ce: Complete | e Page 2 | | | |
|---|--|---------------------------|--|----------------------|--|--|--|
| Merchant Information | | | | | | | |
| RM: Alan Levin RM I | RM Phone: 727-543-5503 RM Fax: | | | | | | |
| DBA Name: Lexington-Fayette Urban County Governmen HPS Merchant #: | | | | | | | |
| Address: 200 East Main Street | | | | | | | |
| | e: KY | | Zip: 40507 | | | | |
| | erchant Contact Name (Heartland Info Central): Contact Email: | | | | | | |
| Note: Selling RM will be copied on the Gateway Boarding Credent | ials via their HPS | | | | | | |
| Secure Submit | | | A Property of the Party of the | | | | |
| Developer Name: Steve Beckerman | PayPal (Red | uired): | | | | | |
| Developer Email: steve.beckerman@erad-group.com Customer Service Email: | | | | | | | |
| Secure Submit Shopping Cart Plugin (required): Email Address for PayPal Agreement: | | | | | | | |
| Secure Submit Custom Software (required): ERAD | Secure Submit Custom Software (required): ERAD (Required if differs from Merchant Contact Email) | | | | | | |
| ☐ Multi-Use Tokenization (Card on File - Available with | PayPal Annu | | | , | | | |
| Woocommerce, Magento, or Custom Secure Submit | (Default is 5 | % of Annual Ca | rd Volume if let | ft blank) | | | |
| integrations) | PayPal Aver | age Ticket: | | | | | |
| ☐ New Token Group ☐ Existing Token Group: | (Default is sa | ame as Card Av | erage Ticket if | left blank) | | | |
| ☐ Heartland Marketing Solutions (Available using the Secure | ☐ Sage checks | s by Web (Avail | able with custo | m PHP, Java | | | |
| Submit plugins for WooCommerce, Magento, and custom | | | | oplication required, | | | |
| integrations. HMS Addendum required, additional fees apply.) | additional fees | | • | | | | |
| ☐ PayPlan (Flexible Billing – Available for Secure Submit custom | integrations only. | .) | The second second | | | | |
| | | | The state of the s | | | | |
| Additional Features | | | ZKETPUT | | | | |
| Auto Close Time (Applies to all Products Default is 1:30AM): | | | | | | | |
| Heartland Mobile Payments: Android iOS; Phone Model: | OS Versio | n: | Alberta Library | | | | |
| Portico Gateway Fees | | | | | | | |
| 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 Or | nly) \$0 | 0 | | | | | |
| TOTAL: | | | | waived | | | |
| Opt-Out of Advance Fraud - Note: Heartland Advanced Frau | ud Screening is in | cluded in the e- | commerce gate | eway and pricing. | | | |
| Merchants will be enabled for this service unless they choose to o | | | | | | | |
| Opt-Out of PayPal – Note: Merchants using Secure Submit s | | ns for Magento, | WooCommerc | ce, or Secure | | | |
| Submit PHP SDK, will be enabled for this service unless they cho Opt-Out of MasterPass – Note: Merchants using Secure Sub | | plusing for Mos | anta MasCan | C | | | |
| Submit PHP SDK, will be enabled for this service unless they cho | | plugins for Mag | ento, vvoocon | imerce, or Secure | | | |
| Billing of monthly/implementation fees commences when producti | | cradentials are | delivered to Me | rehant/Developer | | | |
| Address Verification Services (AVS) Optional Settings* | on gateway keys/ | crederitials are | delivered to Me | erchani/Developer. | | | |
| ☑ Approve all AVS Non-Matches. (This option increases possibil) | ity of interchange | downgrados an | d/or loss of dis | nuted transactions) | | | |
| ☐ Automatic Decline for AVS Non-Matches – Both Address & ZIF | Pare No Match (D | downgrades an Default) | aron loss of dis | puted transactions) | | | |
| Decline all International AVS Responses. | are two twater (E | orauit) | | | | | |
| Cardholder Verification Value (CVV) Optional Settings* | | | | | | | |
| ☑ Approve all CVV Non-Matches | | | | | | | |
| Automatic Decline for CVV Non-Matches (Default) | | | | | | | |
| Acknowledgement | | | | | | | |
| By signing below, Merchant understands, acknowledges ar | nd agrees (i) to t | he fees and st | atements ma | de above: (ii) that | | | |
| the HPS products/services contained herein are subject to, | and shall be pro | ovided in acco | rdance with t | he Merchant | | | |
| Processing Agreement ("MPA"); (iii) that the Web Store ser | | | | | | | |
| provided in accordance with, the Terms of Use agreement | | | | | | | |
| (iv) that the fees for all services ordered hereunder, includir | | | | | | | |
| | | | | | | | |
| HPS in accordance with the terms of the MPA; and (v) that | | | | | | | |
| services provided by HPS under the MPA, HPS will tokeniz | | | | | | | |
| submitted to HPS by Merchant. HPS' tokenization of each I | | | | | | | |
| authorization of the cardholder's transaction with the Merch | | | | | | | |
| shall not be deemed an amendment to the MPA, but is a su | | | | | | | |
| web based transactions through any terminal/software prog | ram which is no | t an HPS-cert | ified system o | capable of | | | |
| passing eCommerce indicators. | | | | | | | |
| | NUA | | | N/A | | | |
| X N/A | N/A | | | INO | | | |
| Owner/Officer Signature Pr | int Name | | | | | | |