



**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 PM p.m. on Monday, July 6, 2020, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

*The City Council welcomes comments from citizens of Glenpool who wish to address any item on the agenda. Speakers are requested to complete one of the forms located on the agenda table and return to the City Clerk **PRIOR TO THE CALL TO ORDER***

AGENDA

	Page
A) Call to Order - Timothy Lee Fox, Mayor	
B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Timothy Lee Fox, Mayor	
C) Invocation – Jason Yarbrough, First Baptist Church	
D) Pledge of Allegiance – Timothy Lee Fox, Mayor	
E) Community Development Report – Lynn Burrow, Community Development Director	
1) Community Development Director's Report 07 06 20	3 - 9
F) City Manager Report – David Tillotson, City Manager	
1) CM Report.07022020	10 - 11
G) Mayor Report – Timothy Lee Fox, Mayor	
H) Council Comments	
I) Public Comments	
J) Scheduled Business	
1) Discussion and possible action to approve minutes from June 15, 2020 meeting. (Wendy Knight, City Clerk) City Council Regular Meeting - 15 Jun 2020 - Minutes - Html	12 - 20
2) Discussion and possible action to approve Budget Amendment CITY-06 for FY19-20. (David Tillotson, City Manager) Staff Report - Budget Amendment City - 6 Budget Amendment CITY6.FYE20	21 - 22
3) Discussion and possible action to approve Budget Transfer CITY-3 for FY19-20. (David Tillotson, City Manager) Staff Report - Budget Transfer City - 3 Budget Transfer Form.CITY3.FYE20	23 - 24
4) Discussion and possible action to approve an agreement for custodial services with Vickie Yarbrough. (Susan White, Asst. City Manager) Yarbrough Custodial Services - Amended 2021	25 - 26
5) Discussion and possible action to approve merchant card services agreement between	27 - 82

the City of Glenpool and OpenEdge Payments, LLC.
(John Gonsalves, Finance Director)

[Final 07-06-2020 Open Edge Staff Report](#)

- 6) Discussion and possible action to approve Change Order No. 001 from Dunham's Asphalt Services in a total amount not to exceed \$8,722.000, for the Warrior Road Rehab Project, Phase II. 83 - 87
(Lynn Burrow, Community Development Director)
[Final Memorandum City Council Meeting 07 06 20 Warrior Road Change Order](#)
- 7) Discussion and possible action to enter into Executive Session for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of a salaried employee, in accordance with 25 O.S. § 307.B.1. (Open Meeting Act), to wit, discussion of possible amendment(s) of the City Manager's employment contract.
(David Tillotson, City Manager)
- 8) Discussion and possible action to reconvene in Regular Session.
(Timothy Fox, Mayor)

K) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on July 2, 2020, by 4:00 pm.

Signed: Wendy Knight

City Clerk



COMMUNITY DEVELOPMENT DIRECTOR'S REPORT

To: Honorable Mayor and Glenpool City Councilors

From: Lynn Burrow, PE

Community Development Director

Date: July 6, 2020

This report summarizes development improvement related activities within the City of Glenpool, documenting: (1) major public and private projects in the design process; (2) approved projects under construction, (3) current Planning Department items being processed; (4) Building and Field Inspection Department activities, and; (5) Code Enforcement Department cases within the City of Glenpool:

I. CURRENT CITY OF GLENPOOL PUBLIC IMPROVEMENT PROJECTS

A. WARRIOR ROAD REHABILITATION PROJECT: PHASE II

- The second phase of this overall street rehabilitation project was awarded to Dunham's Asphalt Services, Inc at the May 4th Council meeting and the Contract Agreement signed on May 5th by the City Manager. A formal Notice to Proceed was issued to the Contractor on May 7th, a Pre-Construction meeting was held May 8th, and the actual construction on the project started May 11th. The construction contract has a 75 calendar-day duration from Notice to Proceed thru Final Completion. Barring any more inclement weather, this work schedule will accommodate a full completion several weeks prior to the August 15th start date for the 2020/2021 school year.

II. CURRENT PRIVATE CONSTRUCTION ACTIVITY WITHIN THE CITY:

A. ELM POINTE II RESIDENTIAL ADDITION: 141ST STREET AND MADISON AVENUE

- Currently, there are sixteen (16) active residential building permits within this addition.

B. BROOKOVER CORNER I & II: COMMERCIAL ADDITION - 151ST STREET & BROADWAY AVENUE

- This commercial project is located along north side of State Highway 67 (151st Street) extending from 151st Street to approximately 148th Street and has been developed and completed under the terms and conditions specified in the TIF District Agreement approved for this project.

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Tim Fox, Vice-Mayor Momodou Ceesay, Councilors: Joyce Calvert, Brandon Kearns, and Jacqueline Lund
City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight
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- Casey's General Store project is fully complete and is in operation as the first to do so inside this development.
- A Sherwin/Williams Paint Store outlet facility is under construction currently with a predicted completion date in August.
- An application for a Building Permit covering a proposed Braums Restaurant facility to be located at the Southwest corner of the 151st Street and Broadway intersection has been submitted to the City for processing. The resulting Building Permit is anticipated to be issued by July 15th.

C. GLEN HILLS: BLOCKS 7 THRU 11 (PHASE I): RESIDENTIAL ADDITION - 141ST STREET & IROQUOIS AVENUE

- Currently, there are a total of eighteen (18) residences under construction in this addition in various stages of completion and an additional 12 homes that have been completed and are occupied currently.

D. THE PINES: RESIDENTIAL ADDITION – 141ST STREET & IRONWOOD AVENUE

- Currently, there are twelve (12) residences under construction in this addition in various stages of completion with three (3) homes fully complete and occupied currently.

E. SCISSORTAIL RESIDENTIAL ADDITION: 151ST STREET & POPLAR STREET

- Site development improvement construction on the Phase I portion of the project started in July, 2019 and is anticipated to be complete in September, 2020

F. PARK 151 ADDITION:

- This Commercial development project is located at the northeast corner of State Highway 67 (151st Street) and Elwood Avenue.
- The site grading and utility service construction started in July, 2019 and is projected to be complete in July, 2020.
- Construction on all seven (7) individual buildings started in October, 2019 and will continue through August, 2020.

G. ASHTON/GRAY RETAIL CENTER:

- This Commercial Development project is located at the southwest corner of the 121st Street and Yukon Avenue consisting of a multi-tenant building structure supported by various on-site parking lot and access drive improvements.
- The building permit for this project was issued in August, 2019 and the Developer is estimating full project completion in early July, 2020.
- To-date, there has been one final Certificate of Occupancy issued for a Genscripts Pharmacy facility.

H. CHICK - FIL - A:

- This Commercial Project in Southwest Crossroads Addition was approved for construction and a Building Permit issued on March 1st, 2020.
- The construction duration was originally estimated to be 150 calendar days yielding an approximate completion date of August 1st.

I. MAMMOTH LUXURY GARAGE CONDOMINIUMS:

- This project is located at the northeast corner of 166th Street and Broadway Avenue on a tract of land being a part of Lot 1, Block 2, South 75 Business Park: Phase III.
- The project consists of the construction of condominium type building structures having a total of 35 individual units to be used for the indoor storage of RV type vehicles – each having integrated living units.
- Currently, the site plan, the supporting construction documents for the site improvements, and the related building permits have been approved and issued for construction.

III. CURRENT PLANNING DEPARTMENT & COMMISSION ACTIVITIES:

A. ZONING

- GZ 276:** application to rezone a 6.83-acre site from CG (commercial general) to RM-2 (multi-family medium density). The site is a part of Lot 3, Block 3 of the Montapp Addition, located just south of W. 121st Street S. (OK SH 117) and 0.50 miles west of US Hwy. 75. Jeff Hilst for Grandview Heights Apartments - applicant | Montapp Development, LLC - owner
 - 05/11/2020 Planning Commission recommended approval
 - 06/01/2020 Council voted to approve; Ord. 774 filed at Tulsa Co.
- PUD 42 | PRELIMINARY DEVELOPMENT PLAN, SOUTH 75 BUSINESS PARK PHASE 3-4:** application for a 132.8 acre Planned Unit Development, generally located east of South 75 extending from W./E. 161st Street South to W./E. 171st Street South. Applicant proposes a multi-land use business park on lands currently zoned CG (commercial general). Applicant: Erik Enyart of Tanner Consulting LLC
 - 07/13/2020 Planning Commission to hold public hearing

B. LOT SPLITS

- GLS 247:** lot split application on Lot 1 Block 2 of South 75 Business Park Phase 2; request to create a 1.82-acre lot from a 40.52-acre CG (commercial general) zoned lot.

- ii. Located immediately south of 161st Street South quarter mile east of US Hwy. 75. Applicant: Erik Enyart of Tanner Consulting LLC
 - 07/13/2020 Planning Commission review of this item; associated change in limits of access (along E. 161st Street), associated with this lot split case, a separate application, to be presented to Council for review on 07/20/2020
- iii. **GLS 248:** a lot split application on a 0.999 acre un-platted RS-1 (single-family low density) zoned parcel; request to create two 0.49 acre tracts of land, proposed tract with no street frontage is to be consolidated with 3.84 acre RS-1 (single-family low density) zoned tract located immediately north of the site of subject lot split. Applicant: Kenneth Ball
 - 07/13/2020 Planning Commission review of this item scheduled

C. SUBDIVISION PLAT APPLICATIONS PENDING REVIEW:

- **FINAL SUBDIVISION PLAT, GLENPOOL TOWN CENTER**

Application for Preliminary Plat, Glenpool Town Center a 37.57-acre six (6) lot development generally located north of 156th Street South just west of US Hwy. 75 on lands currently zoned CS (commercial shopping) and CG (commercial general). SMC, Muhammad Khan: applicant. Glenpool Industrial Trust Authority: owner

 - 04/13/2020 Preliminary Plat to Planning Commission
 - 05/11/2020 Preliminary Plat approved
 - 07/13/2020 application for Final Plat scheduled to be presented to Planning Commission
- **GLEN HILLS BLOCKS 7-11 - K & S DEVELOPMENT INC.**

A residential development located west of northwest corner of 141st Street and Peoria Avenue containing 20.04 acres (Phase II). The proposed subdivision contains 79 single family residential lots with development standards established and previously approved as part of PUD No. 34.

 - 9/28/18 TAC
 - 10/8/18 PC Preliminary Plat Approved
 - TBD | Final Plat Application: Pending
- **PRELIMINARY AND FINAL PLAT: SCISSORTAIL, BLOCKS 1 – 3: SUMMIT PROPERTIES, INC.**

A new application was received for both a preliminary and final subdivision plat review and approval for Scissortail Addition, Blocks 1 thru 3, PUD 39, Amendment No. 1, containing 88 single family lots on property zoned PUD 39, Amendment No. 1. The site is generally located north of 151st Street South one quarter mile east of South Elwood Avenue

 - 03/09/2020 Final Plat application tabled by the Planning Commission, applicant to address staff comments.

- 05/11/2020 Preliminary and Final Plat application for the Scissortail, Blocks 1-3 project was approved by the Planning Commission
- Applicant stated intent to submit documents for dedication of land for infrastructure supporting the development for action at the July 20, City Council Meeting
- **PRELIMINARY PLAT: THE LAKES AT TWIN MOUNDS**
The Lakes at Twin Mounds consists of approximately 94-acres zoned RS-3 (Residential Single Family - high density) and is located west of US Hwy. 75 - immediately south of West 161st Street South (Austin Mayes, Olsson Engineering).
 - 10/14/2019 Planning Commission recommended approval
 - Final plat not yet submitted; City working to coordinate with Tulsa County to discuss improvements on 161st required to serve the development
- **FINAL PLAT REDBUD GLEN**
The Final Plat of Redbud Glen is a 64 detached single family residential gated community on an approximate 20-acre parcel of land located just north of the northwest corner of W. 151st Street South and South Elwood Avenue. The Final Plat was submitted and approved by the Council in coordination with the Redbud Glen Final Development Plan, PUD 30.
 - 09/03/2019 Council approval of the Final Plat
 - Applicant has informed Staff of intent to modify the Final plat and Final Development Plan, application forthcoming

C. SITE PLAN APPLICATIONS PENDING REVIEW:

- No new site plans in review

IV. CURRENT BUILDING, CONSTRUCTION INSPECTION, AND CODE ENFORCEMENT DEPARTMENT ACTIVITY: JUNE, 2020

A. CURRENT COMMERCIAL AND RESIDENTIAL PROJECTS PERMITTED FOR DEVELOPMENT AND/OR BUILDING CONSTRUCTION:

- Brookover Corner Commercial Complex: 151st Street & Broadway Avenue
- Elm Pointe Commercial Development: 141st Street & Peoria Avenue
- Elm Pointe II Residential Addition
- The Pines Residential Addition
- Glen Hills Residential Addition: Phase II: 141st St. & Iroquois Avenue
- Scissortail Residential Addition: Phase I on 151st Street
- Park 151 Commercial Project: 151st Street & Elwood Avenue

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- South 75 Business Park: Phase III – Commercial Projects
- Ashton/Gray Retail Center: 121st Street & Yukon Avenue

CURRENT RESIDENTIAL AND COMMERCIAL BUILDING PERMIT STATISTICS:

New Residential Permits Issued in June, 2020	6
New Commercial Permits Issued in June, 2020	1
Current Active Residential Permits	54
Current Active Commercial Permits	19
2019 Residential Permits thru June	16
2020 Residential Permits Issued Thru June	43
2019 Commercial Permits Issued Thru June	2
2020 Commercial Permits Issued Thru June	3

B. CODE ENFORCEMENT DEPARTMENT: JUNE, 2020

Typical Issues Addressed by Code Enforcement Department:

Public Nuisances and Misc. Code Violations:

- Inoperable or abandoned vehicles stored on private property.
- Trash or debris on private property
- Excessively high grass on private property
- Illegal vehicle parking on private property yards.
- Visual impairments caused by trees, shrubs, vehicles, etc. interfering traffic flow
- Enforcement of Health and Safety Code violations
- Illegally Placed Signs
-

DEPARTMENT ACTIVITY FOR THE MONTH: JUNE, 2020

ACTIVITY DESCRIPTION:	TOTALS:
Complaints received and investigated (year-to-date)	622
Open public nuisance cases thru June	22
Code Enforcement Cases: June	
High grass:	22

Fire damaged structures:	1
Illegally parked vehicles:	15
Nuisance abatements (contractor):	1
Notices issued for residences with no water service:	-0-
Tulsa County Health Department citations:	-0-
Illegally placed sign notices:	62
Damage to public facilities citations:	-0-
Excessive trash & debris notices:	14
Dilapidated structure/property notices:	2
Trash can/receptacle placement notices:	14
Misc.: Building Demolition & Removal	1
Elderly & Disabled Citizen Assistance	6
Assessment Letters Issued in June	1
Total Assessment Letters Issued in 2020	14



To: Mayor and Council

From: David Tillotson

Date: July 2, 2020

Re: City Manager Report

COVID-19 (Coronavirus)

City Staff continues to react to our customer and employee needs and adapt our processes accordingly as the number of cases continues to grow across the State and in Glenpool. As of July 2nd, we have 33 active cases in Glenpool according to the Oklahoma State Department of Health website. This is down from a high of approximately 54 just last week.

We are purchasing signage for the Conference Center regarding social distancing and CDC guidelines and are evaluating the need for signage at other buildings as well. We are also purchasing mobile hand sanitizing stations for the Conference Center and the public areas of the City Hall and other City facilities to provide another option for customers and visitors.

June 30th was our first utility cutoff since the beginning of the pandemic. Our staff did an outstanding job working with our customers to reduce the number of unpaid accounts prior to crews being sent out for disconnections. We had 67 customers take advantage of our COVID Grace Period Program further reducing the number of disconnections that needed to be made. Two days before cutoffs we had over 400 people on the list for disconnection. As of the Monday night prior to cutoff we had just over 300 people on the list. By the time the disconnect list went out around 10:00 AM on the 30th we had approximately 140. Our average month is typically around 130. Our staff sent out several social media posts advertising the program and advising our customers that cutoffs were resuming. They also called everyone who had a late bill to remind them of the options they had when paying, including the grace period program. Overall, I am proud of the work done by the Utility Billing Office, Public Works Department and Community Relations on this issue.

Economic Development

Chick-fil-A has been using the Conference Center as a hiring/interview site for individuals who want to apply. I am told the store is slightly ahead of schedule by the contractor and should be

turned over to Chick-fil-A by the middle of this month pending any unforeseen issues. I do not have an anticipated opening date yet, but I would estimate sometime in August or the first of September depending on their internal company deadlines.

As you will see from Lynn's report, housing starts are continuing to increase this calendar year. We are also seeing early interest from new housing developers and talking with commercial architects and engineers on various sites around the City. It appears that COVID might have slowed our growth in Glenpool, but it has not stopped it.

Upcoming Events

- GHS SOS – July 30th

MINUTES
Regular Meeting
Monday, June 15, 2020 Council Chambers 6:00 PM

COUNCIL PRESENT:

Tim Fox
Momodou Ceesay
Joyce Calvert
Jacqueline Triplett-Lund
Brandon Kearns

STAFF PRESENT:

David Tillotson
Susan White
Lowell Peterson
Wendy Knight
John Gonsalves
Lynn Burrow
Jim Martin

- A) Call to Order - Timothy Lee Fox, Mayor**
Mayor Fox called the meeting to order at 6:03 p.m.
- B) Roll Call, Declaration of Quorum – Wendy Knight, City Clerk; Timothy Lee Fox, Mayor**
Wendy Knight called the roll, Mayor Fox declared a quorum present.
- C) Invocation – Brent McClure, Woodlake Church**
Mayor Fox gave in invocation in Mr. McClure's absence.
- D) Pledge of Allegiance – Timothy Lee Fox, Mayor**
- E) Community Development Report – Lynn Burrow, Community Development Director**
[Community Development Report 06 15 20](#)
- F) Treasurers Report – John Gonsalves, Finance Director**
[MAY 2020 Treasurers Report](#)

G) City Manager Report – David Tillotson, City Manager

[CM Report.06152020](#)

H) Mayor Report – Timothy Lee Fox, Mayor

- A celebration of the life of former Mayor Earl Henry was held 1 week ago. Mr. Henry was a fixture in our community and had many accomplishments. It was an honor to have been asked by his family to speak at his service.

I) Council Comments

There were no Council comments.

J) Public Comments

There were no public comments.

K) Scheduled Business

- 1) Discussion and possible action to approve minutes from June 1, 2020 meeting.
(Wendy Knight, City Clerk)

Moved by Jacqueline Triplett-Lund, seconded by Brandon Kearns

To approve the minutes as presented.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Joyce Calvert	x			
Jacqueline Triplett-Lund	x			
Brandon Kearns	x			
	5	0	0	0

CARRIED.

[City Council Regular Meeting - 01 Jun 2020 - Minutes - Html](#)

- 2) Discussion and possible action to adopt Joint Resolution No. 2020007 of the City of Glenpool and the Glenpool Utility Services Authority, Resolution Authorizing The City Of Glenpool And The Glenpool Utility Services Authority To Renew That Certain Security Agreement By And Between The City Of Glenpool And The Glenpool Utility Services Authority With Respect To The Issuance Of The Glenpool Utility Services Authority Utility System Revenue Bonds, Taxable Refunding Series 2019, Dated As Of September 1, 2019.

(John Gonsalves, Finance Director)

Mr. Tillotson presented and recommended Council approval of Joint Resolution No. 2020007 of the City of Glenpool and the Glenpool Utility Services Authority, Resolution Authorizing The City Of Glenpool And The Glenpool Utility Services Authority To Renew That Certain Security Agreement By And Between The City Of Glenpool And The Glenpool Utility Services Authority With Respect To The Issuance Of The Glenpool Utility Services Authority Utility System Revenue Bonds, Taxable Refunding Series 2019, Dated As Of September 1, 2019. GUSA issued its \$40,720,000.00 The Glenpool Utility Services Authority Utility System Revenue Bonds, Taxable Refunding Series 2019 ("2019 Refunding Bonds") for the purpose of paying entirely the outstanding principal amount due on the Prior Bonds at that time. The City and GUSA will now be required to reaffirm annually the obligation of an essentially identical Security Agreement that collateralizes sales tax collected by the City for payment of debt service on the 2019 Refunding Bonds.

Moved by Jacqueline Triplett-Lund, seconded by Joyce Calvert

To adopt Joint Resolution No. 2020007 of the City of Glenpool and the Glenpool Utility Services Authority, Resolution Authorizing The City Of Glenpool And The Glenpool Utility Services Authority To Renew That Certain Security Agreement By And Between The City Of Glenpool And The Glenpool Utility Services Authority With Respect To The Issuance Of The Glenpool Utility Services Authority Utility System Revenue Bonds, Taxable Refunding Series 2019, Dated As Of September 1, 2019.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Joyce Calvert	x			
Jacqueline Triplett-Lund	x			
Brandon Kearns	x			
	5	0	0	0

CARRIED.

[Staff Memo re Renewal of 2019 Security Agreement 060120](#)
[2020 RESOLUTION for Renewal of 2019 Security Agreement](#)

- 3) Discussion and possible action to renew annual certificate and order to County Clerk and County Treasurer verifying that there is a current surety bond in place to allow the transfer of funds from the County

Treasurer to the City of Glenpool.
(John Gonsalves, Treasurer)

Mr. Gonsalves presented and recommended Council approval of renewing the annual certificate and order to County Clerk and County Treasurer verifying that there is a current surety bond in place to allow the transfer of funds from the County Treasurer to the City of Glenpool. The Tulsa County Clerk and County Treasurer are requesting an updated certificate and order every two years.

Moved by Joyce Calvert, seconded by Jacqueline Triplett-Lund

To renew annual certificate and order to County Clerk and County Treasurer verifying that there is a current surety bond in place to allow the transfer of funds from the County Treasurer to the City of Glenpool.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Joyce Calvert	x			
Jacqueline Triplett-Lund	x			
Brandon Kearns	x			
	5	0	0	0

CARRIED.

Final - CITY certificate and Order

- 4) Discussion and possible action to approve the Agreement for FY20-21 with Retail Attractions LLC for economic development consultation.
(David Tillotson, City Manager)

Mr. Tillotson presented and recommended Council approval of the Agreement for FY20-21 with Retail Attractions LLC for economic development consultation. There are no substantive changes to this contract for Fiscal Year 20-21. With the continued growth of our commercial and retail base it is important that the City renew this contract.

Moved by Joyce Calvert, seconded by Momodou Ceesay

To approve the Agreement for FY20-21 with Retail Attractions LLC for economic development consultation.

	For	Against	Abstained	Absent
Tim Fox	x			

Momodou Ceesay	x			
Joyce Calvert	x			
Jacqueline Triplett-Lund	x			
Brandon Kearns	x			
	5	0	0	0

CARRIED.

[Staff Report - Retail Attractions Agreement
Retail Attractions LLC-FYE21.06082020draft](#)

- 5) Discussion and possible action to approve the Agreement for FY20-21 with Crossroads Communications, LLC for public relations and economic development consultation.
(David Tillotson, City Manager)

Mr. Tillotson presented and recommended Council approval of the Agreement for FY20-21 with Crossroads Communications, LLC for public relations and economic development consultation. Crossroads Communications has proven to be a valuable asset to the City with a versatile skillset and deft handling of both economic development and public relations projects over the past year.

Moved by Jacqueline Triplett-Lund, seconded by Momodou Ceesay

To approve the Agreement for FY20-21 with Crossroads Communications, LLC for public relations and economic development consultation.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Joyce Calvert	x			
Jacqueline Triplett-Lund	x			
Brandon Kearns		x		
	4	1	0	0

CARRIED.

[Staff Report - Crossroads Agreement
Crossroads Communications Agreement.06102020](#)

- 6) Discussion and possible action to approve the quote for computers from SpringPoint in the amount of \$21,890.56.
(David Tillotson, City Manager)

Mr. Tillotson presented and recommended Council approval of a quote for computers from SpringPoint in the amount of \$21,890.56. The City has a number of computers that are not currently running Windows 10. Microsoft has announced their intent to not support versions of Windows 7 and older, so for security purposes, these systems need to be replaced. This quote purchases 15 new systems that should replace the non-supported Windows machines.

Moved by Joyce Calvert, seconded by Brandon Kearns

To approve the quote for computers from SpringPoint in the amount of \$21,890.56.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Joyce Calvert	x			
Jacqueline Triplett-Lund	x			
Brandon Kearns	x			
	5	0	0	0

CARRIED.

Staff Report - Computer Purchase

- 7) Discussion and possible action to approve the annual Administrative Operations Agreement between the City of Glenpool and the Glenpool Area Emergency Medical Services District.
(Susan White, Assistant City Manager)

Ms. White presented and recommended Council approval of the annual Administrative Operations Agreement between the City of Glenpool and the Glenpool Area Emergency Medical Services District. The changes are:

- 1) edits to language in Sections II.A and III.E(ii). The edits further define and differentiate the duties of city staff vs. administrative services provided by GEMS contractors; and
- 2) updates to Exhibit A as adopted in the FY 2020-2021 annual budget. The revised rate accounts for changes to the City's personal services budget and other operating expenses.

Moved by Momodou Ceesay, seconded by Jacqueline Triplett-Lund

To approve the annual Administrative Operations Agreement between the City of Glenpool and the Glenpool Area Emergency Medical

Services District.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Joyce Calvert	x			
Jacqueline Triplett-Lund	x			
Brandon Kearns	x			
	5	0	0	0

CARRIED.

[Staff Memo for FY 21 Op Agreement](#)
[Oper-Admin Agreement Final](#)

- 8) Discussion and possible action to approve the Custodial Agreement between Vickie Yarbrough and the City of Glenpool, for cleaning of City Offices.
(Susan White, Assistant City Manager)

This item was stricken from the agenda.

[Yarbrough Custodial Services - Amended 2021](#)

- 9) Discussion and possible action to enter into Executive Session for the purpose discussing negotiations concerning employees and representatives of employee groups, specifically for the purpose of discussing possible amendments to, and terms and conditions of, a collective bargaining agreement with the Fraternal Order of Police, Lodge 133, for the 2020-2021 Fiscal Year, pursuant to 25 O.S. § 307(B)(2) (Open Meeting Act).
(Susan White, Assistant City Manager)

Ms. White recommended Council enter Executive Session to discuss negotiations concerning employees and representatives of employee groups, specifically for the purpose of discussing possible amendments to, and terms and conditions of, a collective bargaining agreement with the Fraternal Order of Police, Lodge 133, for the 2020-2021 Fiscal Year, pursuant to 25 O.S. § 307(B)(2) (Open Meeting Act).

Moved by Joyce Calvert, seconded by Jacqueline Triplett-Lund

To enter into Executive Session at 6:55 p.m.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			

Joyce Calvert	x			
Jacqueline Triplett-Lund	x			
Brandon Kearns	x			
	5	0	0	0

CARRIED.

- 10) Discussion and possible action to reconvene in Regular Session.
(Timothy Fox, Mayor)

Moved by Jacqueline Triplett-Lund, seconded by Joyce Calvert

To reconvene in Regular Session at 7:31 p.m.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Joyce Calvert	x			
Jacqueline Triplett-Lund	x			
Brandon Kearns	x			
	5	0	0	0

CARRIED.

- 11) Discussion and possible action to approve the Collective Bargaining Agreement with the Fraternal Order of Police Lodge 133 for FY20-21.
(Susan White, Assistant City Manager)

Mr. Tillotson thanked the F.O.P. for all of their efforts in working with the City, as well as Ms. White and her team. He also announced that Matt Graves has been promoted to Sergeant.

Ms. White recommended Council approval of the Collective Bargaining Agreement with the Fraternal Order of Police Lodge 133 for FY20-21, with an added amendment regarding FTO training to understand that there are 5 phases of training rather than 4, which involves 55 shifts. She also thanked the F.O.P. negotiating team, and is proud of where the contract ended up.

Moved by Joyce Calvert, seconded by Jacqueline Triplett-Lund

To approve the Collective Bargaining Agreement with the Fraternal Order of Police Lodge 133 for FY20-21, with an added amendment regarding FTO training to understand that there are 5 phases of training

rather than 4, which involves 55 shifts.

Motion carried.

L) Adjournment

Mayor Fox declared the meeting adjourned at 7:37 p.m.



To: Mayor and Council

From: David Tillotson, City Manager

Date: July 2, 2020

Re: FY19-20 City Budget Amendment

Background:

As part of the end of the year tasks on the budget we have several budget amendments and transfers that need to be completed in various funds. The attached budget amendment is needed for two different reasons. First, it increases the sales tax revenue by \$39,148.77, which is the amount collected for both TIF Districts for FY19-20. We did not budget funds specifically for that purpose in this budget. It then increases the expense account (Transfer to GIA) by this same amount so these funds can be transferred appropriately to the Glenpool Industrial Authority and be expended by the Board as required by the each TIF. Second, this budget amendment increases the revenue account (Transfer in Fund Balance) for Fund 4, Parks and Recreation Fund, and the expense account (Capital Park Improvements) for Fund 4. This amendment is necessary to cover the costs approved by the Council under the Professional Services Agreement with Rick Stuber Architecture, Inc. in the amount of \$18,800 for the BlackGold Park Master Planning Project. Given the previously approved budget amount of \$7,596.00, we needed an to increase the budget by \$11,204.00 to account for the contract total.

Staff Recommendation:

- Staff recommends approval of Budget Amendment Form CITY-06

Attachments:

- Budget Amendment Form CITY-06

Fiscal Year:	2019-2020
Amendment No:	CITY-06
Date Requested:	30-Jun-20

[illegible]

Mayor	Date
-------	------



To: Mayor and Council

From: David Tillotson, City Manager

Date: July 2, 2020

Re: FY19-20 Budget Transfer

Background:

As part of the end of the year tasks on the budget we have several budget amendments and transfers that need to be completed. The attached transfer moves sales tax funds collected in the General Fund for both the South 75 Business Park TIF 1 and the Brookover Corner TIF 2 and transfers them to the Glenpool Industrial Authority as required by the TIF documents. TIF funds are managed and expended by GIA. These sales tax funds are part of the payment to the developers for reimbursement of their allowable costs and to GIA for administration of the TIFs.

Staff Recommendation:

- Staff recommends approval of Budget Transfer Form CITY-3.

Attachments:

- Budget Transfer Form CITY-3

City of Glenpool Transfer

Fiscal Year: FY19-20
 Budget Transfer: CITY-3
 Date Requested: 30-Jun-20

Transfer From:				Transfer To:			
Fund	Account Number	Acct Name	Amount	Fund	Account Number	Acct Name	Amount
1	01-6-90-6740	TSF to GIA	\$ 39,148.77	30	30-5-15-5366	S75 Business Park TIF 1	\$ 23,749.63
				30	30-5-15-5367	Brockover Corner TIF 2	\$ 15,399.14
Total:			\$ 39,148.77	Total:			\$ 39,148.77

Approved by the City of Glenpool: _____
 Mayor _____ Date _____

CUSTODIAL SERVICES CONTRACT
[RENEWAL AND AMENDMENT]

Vickie Yarbrough, in her individual capacity (“**Contractor**”), hereby agrees with the City of Glenpool (“**City**”), as of July 1, 2020, to provide the necessary labor, material, supplies and equipment to perform the services identified herein.

CONTRACT WITH:	The City of Glenpool
SERVICE PROVIDED:	Professional Cleaning
WORK STANDARDS:	General cleaning services, to include vacuuming of carpets; dusting of furniture (Contractor will not be expected to, and is directed not to, remove papers or personal items from any desk or cabinet space); removal of trash; and restroom cleaning, all in accordance with reasonable industry standards.
INSURANCE:	Declaration Page attached for \$25,000 Commercial General Liability Insurance. Certification attached verifying compliance with Workers’ Compensation Statutory Minimum Requirements, or exemption.
RENEWAL TERM:	Commence: July 1, 2020 Terminate: June 30, 2021

1. INDEPENDENT CONTRACTOR STATUS:

The Contractor is an independent contractor and not an employee of the City. All persons performing services on behalf of the Contractor shall be deemed either employees or subcontractors of the Contractor and shall in no case be employees or agents of the City.

2. CONFIDENTIALITY:

Contractor accepts for herself and for any such other person performing services on her behalf the duty to maintain confidentiality with respect to such business of the City as Contractor may have reason to learn solely during or as a result of the performance of the services set forth in this Contract.

3. HOLIDAYS:

The following holidays shall be observed by the City and are therefore days on which the Contractor shall not be obligated to perform any services pursuant to this Contract: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day; and any other holiday observed by the City.

4. TERMS OF PAYMENT:

The City agrees to pay Contractor the rates recited in Section 5 below, which are fixed for the period of the Renewal Term unless either party informs the other of its intent to terminate the Contract prior to expiration of the Renewal Term as set forth in Section 6 below. The Contract will be subject to renewal upon expiration of the Renewal Term in the discretion of both parties, subject to renegotiation of the rates set forth herein, based upon changes in labor and/or material costs.

Contractor will submit all invoices monthly for payment within fifteen days from the date of the invoice.

5. WORK SITES, CONTRACTOR DUTIES AND PAYMENT RATES:

A. General Cleaning Services

1. Second and third floors of City Hall (no services to be undertaken on first floor, Glenpool Conference Center space)
\$325.00 per week, to include 3 days a week, all services to be performed during non-business hours (5:00 p.m. - 8:00 a.m.)

2. First and second floors of Public Safety Building, Police Department only.
\$400.00 per month, cleaning schedule to be coordinated with that for City Hall except as otherwise altered by exigent circumstances due to lack of non-business hours in police operations.
- B. Special Cleaning Services: Any out-of-the-ordinary, unscheduled cleaning needs will be performed at a separately negotiated rate to be agreed upon in writing by the parties. Such writing will be attached to this Contract as an addendum.
- C. Supplies: City shall provide all consumable products at no cost to Contractor (including paper towels, toilet paper, soap, trash liners and similar standard consumable, replenished products). Cleaning supplies and equipment shall be provided by Contractor.

6. CITY OBLIGATIONS:

City agrees to:

provide lockable storage space for all equipment and supplies used by Contractor;
advise employees to secure all personal items and leave desks as clear of paper as possible; and
assign one employee as the individual responsible for communication between City and Contractor.

7. TERMINATION:

This Contract shall continue in effect for the duration of the Renewal Term unless and until either party notifies the other in writing of its intent to terminate by giving the other party thirty (30) days' written notice, provided that City reserves the right to terminate the Contract immediately and without notice in the event of serious misconduct by the Contractor. Serious misconduct may include deliberate damage to property; breach of confidentiality; or actions of a similar serious nature, as determined by the City acting in good faith.

ACCEPTANCE:

CITY OF GLENPOOL

Timothy Lee Fox, Mayor

Date

CONTRACTOR

Vickie Yarbrough

Date

ATTEST

Wendy Knight, City Clerk

APPROVED

Lowell Peterson, City Attorney



MEMORANDUM

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JOHN GONSALVES, FINANCE DIRECTOR

RE: CREDIT CARD PROCESSING AGREEMENT WITH OPENEDGE

DATE: JULY 06, 2020

BACKGROUND

To secure better credit card processing rates an analysis was done between the City's current credit card processing provider and Openedge. Based on the analysis, Openedge can provide the same level of service at a lower rate and provide additional service that will be beneficial to our customers should we choose to include those in the future. Annual Savings is about 5% or \$979.77.

Staff Recommendation:

Staff Recommends approval of the attached agreement.

Attachments:

Rate Analysis
Open Edge Check Service Agreement

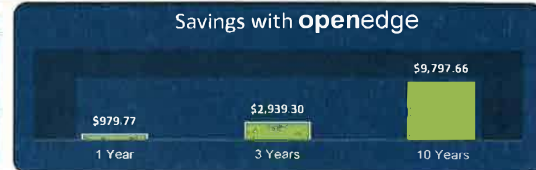


City of Glenpool
 Analysis based on data supplied for processing month:
 Quote subject to change after 30 days

March-20
 5/27/2020

SUMMARY

	Current Processor	openedge
Total Volume	\$92,817.42	\$92,817.42
Total Transactions	1021	1021
Total Fees	\$1,659.68	\$1,578.03
Effective Rate	1.79%	1.70%
\$ Monthly Savings		\$81.65
% Monthly Savings		5%
Annual Savings		\$979.77



DETAIL

Card Type	Charge Type	# Trans	\$ Sales	Current Processor			openedge		
				% Disc	Per Item	Total Fees	% Disc	Per Item	Total Fees
VISA	Qualified	805	\$71,794.05	0.477%	0.110	\$430.81	0.460%	0.110	\$418.80
MC	Qualified	216	\$21,023.37	0.447%	0.110	\$117.64	0.460%	0.110	\$120.47
DS/VISA/MC	Excess Auth. Fees	7	\$0.00	0.000%	0.110	\$0.77	0.000%	0.000	\$0.00
DS/VISA/MC	Interchange	1021	\$92,817.42	0.000%	0.000	\$937.46	0.000%	0.000	\$536.20
MC	Acq. Support Fee	1	\$76.02	0.850%	0.000	\$0.65	0.850%	0.000	\$0.65
MC	Cross Border Fee	1	\$76.02	0.600%	0.000	\$0.46	0.600%	0.000	\$0.46
MC	Digital Enablement Fee	216	\$21,023.37	0.010%	0.000	\$2.10	0.010%	0.000	\$2.10
MC	File Transmission	216	\$0.00	0.000%	0.002	\$0.39	0.000%	0.000	\$0.00
MC	Card Acceptance	216	\$0.00	0.000%	0.002	\$0.48	0.000%	0.000	\$0.00
MC	AVS	218	\$0.00	0.000%	0.010	\$2.18	0.000%	0.000	\$0.00
FEE	Settlement Funding Fee	1021	\$92,817.42	0.000%	0.000	\$0.00	0.350%	0.000	\$324.88
FEE	PCI ASSURE Monthly Fee	1	\$0.00	0.000%	12.500	\$12.50	0.000%	0.000	\$0.00
MISC	Card Brand	0	\$0.00	0.000%	0.000	\$2.09	0.000%	0.000	\$0.00
VISA	Assessments	70	\$5,569.99	0.140%	0.000	\$7.80	0.140%	0.000	\$7.80
VISA DEBIT	Assessments	732	\$66,224.06	0.130%	0.000	\$86.09	0.130%	0.000	\$86.09
MC	Assessments	216	\$21,023.37	0.130%	0.000	\$27.33	0.130%	0.000	\$27.33
MC	Licensing Fee	216	\$21,023.37	0.005%	0.000	\$0.99	0.020%	0.000	\$4.20
VISA	Kilobyte Fees	802	\$0.00	0.000%	0.0018	\$1.44	0.000%	0.0085	\$6.82
MC	NABU Fees	218	\$0.00	0.000%	0.0195	\$4.25	0.000%	0.0195	\$4.25
VISA	APF Fees	71	\$0.00	0.000%	0.0195	\$1.38	0.000%	0.0195	\$1.38
VISA DEBIT	APF Fees	742	\$0.00	0.000%	0.0155	\$11.50	0.000%	0.0155	\$11.50
FEE	Batch Fees	31	\$0.00	0.000%	0.020	\$0.62	0.000%	0.000	\$0.00
VISA	Returns	3	\$286.44	0.000%	0.000	\$0.00	0.460%	0.000	\$1.32
FEE	Regulatory Compliance Fee	0	\$0.00	0.000%	0.000	\$0.00	0.000%	0.000	\$5.60
FEE	MC Monthly Location Fee	0	\$0.00	0.000%	0.000	\$1.25	0.000%	0.000	\$1.25
FEE	VISA FANF	0	\$0.00	0.000%	0.000	\$0.00	0.000%	0.000	\$6.95
FEE	Monthly Fees					\$9.50			\$10.00
		1021	\$92,817.42			\$1,659.68			\$1,578.03

POTENTIAL MONTHLY SAVINGS	\$81.65
POTENTIAL YEARLY SAVINGS	\$979.77
PERCENTAGE SAVINGS	5%

Merchant Additional Location Form

Business Information						
Merchant's DBA Name/Outlet Name: City of Glenpool - Conference Center		Merchant's Legal Name: City of Glenpool				
Physical Street Address (No P.O. Box): 12205 S Yukon Ave		Legal Address: 12205 S Yukon Ave				
City, State, Zip: Glenpool, OK 74033		City, State, Zip: Glenpool, OK 74033				
DBA Phone: (918) 322-5409	Fax:	Corp. Phone: (918) 322-5409				
Contact Name at this Address: John Gonsalves	E-Mail: jgonsalves@cityofglenpool.com	Contact Name at this Address: John Gonsalves	E-Mail: jgonsalves@cityofglenpool.com			
Customer Service Phone # (Required for MOTO and Internet merchants only):		Website Address (Required for Internet merchants): www.cityofglenpool.com				
Merchant Profile						
Ticker Symbol Type of Ownership: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☐ Professional Assoc ☐ Tax Exempt Org (501C: ☐ 3, ☐ 4, ☐ 10) ☒ Government/Municipality		Market Type: ☒ Retail ☐ Supermarket ☐ Restaurant ☐ Emerging Market ☐ Lodging ☐ Public Sector ☐ MO/TO ☐ Auto Rental ☐ P-card ☐ Cash Advance ☐ E-commerce ☐ Other				
Type of Goods or Services Sold: Conference center and event fees		SIC Code: 9399				
Years in business under current ownership: 41		Federal Tax ID#				
Do you currently accept Amex/Visa/MasterCard/Discover? ☒ Yes ☐ No Does merchant accept transactions before the customer receives product or service? ☐ Yes ☒ No How long does customer wait before product is received? _____ % of sales in this category _____ % cost that is prepayment? _____ Duration of extended service or benefit (in weeks) _____ Does merchant offer warranties, dues, subscriptions, memberships or other extended services? ☐ Yes ☒ No Annual Amex/Visa/MC/Discover Sales: <u>\$600,000</u> Average Ticket: <u>\$2,000</u> Total Amex/Visa/MC/Discover Sales (multiple locations only): <u>\$1,113,809</u>						
Credit/Debit Card Services and Fee Schedule*						
Plan Type	New	Existing	Existing Merchant No.	Discount Rate	Per Item	Per Auth.
☒ VISA Credit	☒	N/A	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ VISA Bus. Card	☒	N/A	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ VISA Check	☒	N/A	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ MasterCard Credit	☒	N/A	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ MasterCard Bus. Card	☒	N/A	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ Debit MasterCard	☒	N/A	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ Discover Credit	☒	☐	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ Discover Bus. Card	☒	☐	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ Discover Check	☒	☐	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ PayPal Credit (card present)	☒	☐	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ Diners Club, China UnionPay, JCB	☐	☐		2.8500 %	\$ 0.1500	\$ 0.0000
☒ Debit (other than Visa or MC)	☐	☐			\$ 0.2900	\$ 0.0000
☒ EBT	☒	☐			\$ 0.3500	\$ 0.0000
☒ American Express	☒	☐		0.4600 %	\$ 0.1100	\$ 0.0000
☒ American Express Prepaid	☒	☐		0.4600 %	\$ 0.1100	\$ 0.0000
Surcharges: ☐ Tiered ☐ Rewards Discount ☐ Mid-Qualified Discount ☐ Non-Qualified Discount ☐ Pass-Through Plus ☐ Pass-Through Plus ☒ Interchange Plus						
Other Fees: *****Fees from the original application also apply to the additional location***** \$ 5.00 X-CHARGE SUPPORT \$ 5.00 Monthly Statment Fee \$ 5.60 Other: Regulatory Compliance Fee \$ 14.75 PCI ASSURE Monthly Fee \$ Virtual Site Survey Fee \$ 25.00 Other: Monthly Minimum \$ 0.00 Other: Batch Fee \$ 39.00 PCI ASSURE Non-Compliance Fee (monthly) % Amex Access Fee 0.30% Amex Card Not Swiped Fee % Amex System Processing Fee \$ Non-Refundable Application Fee \$ Annual Assoc Tech Fee \$ Monthly Debit Membership Fee \$ Gateway Monthly Fee \$ Gateway Setup Fee \$ Global Transport VT (Rec Billing) Monthly Fee \$ Global Transport VT (Rec Billing) Setup Fee \$ Global Transport VT (Rec Billing) Transaction Fee \$ 0.00 CE Suite Base Amount						
Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization						
You have previously entered into a Card Services Agreement (the "Card Services Agreement"), including terms and conditions, with Global Payments Direct, Inc. ("Global Direct") and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"). Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). Please sign below to signify your acknowledgement and agreement that the additional merchant location identified above is subject to such Card Services Agreement. If this additional location is accepted for card services, Merchant agrees to comply with Card Services Agreement as it may be modified or amended in the future. If you disagree with any of the above, do not sign this form. IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER FROM THIS ADDITIONAL MERCHANT LOCATION, MERCHANT WILL BE DEEMED TO HAVE AGREED THAT THE ADDITIONAL MERCHANT LOCATION IS SUBJECT TO THE CARD SERVICES AGREEMENT. By your signature below on behalf of Merchant, you certify that all information provided in this additional location form is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Agreement and order a consumer credit report on Merchant and you.						
Merchant's Signature: X _____ Signing for Global Payments Direct, Inc.: X _____ Signing for Member: X _____		Name (printed): John Gonsalves _____ _____ _____		Title: Finance Dir _____ _____ _____ Name of Member (printed): Wells Fargo Bank _____ _____ _____		Date: _____ _____ _____ Date: _____ _____ _____

Amex annual volume < \$1,000,000 ☒ YES ☐ NO		Amex Acceptance ☒ YES ☐ NO		Amex Marketing ☒ YES ☐ NO									
American Express ESA Program													
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 Global Direct and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Global Direct and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents 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 American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at http://www.americanexpress.com/privacy, to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.													
Merchant's Signature X _____		Name (printed): John Gonsalves		Title: Finance Dir									
				Date:									
Hardware													
Process Method: ☒ EDC ☐ Touchtone ☐ Paper Platform: ☒ East ☐ Central Printer: ☒ Own ☐ Purchase Purchase Price per Unit: \$ _____ Purchase Quantity - Standard: _____ Purchase Quantity - Handheld: _____ Total Regular Plates Needed: <u>1</u> Total Amex Plates Needed: <u>1</u> Total Plastic Cards Needed: <u>1</u> Global to schedule download? ☒ Yes ☐ No Global to train? ☒ Yes ☐ No ☒ Own/Reprogram ☐ Purchase ☐ Lease ☐ Rental		<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Qty</th> <th>Hardware Device</th> <th>Rental/Purchase</th> <th>Unit Price</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>PIN Pad - Ingenico - iPP320 V4</td> <td>Rental</td> <td>\$ 0.00</td> </tr> </tbody> </table> * Indicates Unit Price is recurring See attached Equipment Rental Agreement (Addendum A) which is incorporated into this agreement and has additional terms and conditions specific to equipment rentals.				Qty	Hardware Device	Rental/Purchase	Unit Price	2	PIN Pad - Ingenico - iPP320 V4	Rental	\$ 0.00
Qty	Hardware Device	Rental/Purchase	Unit Price										
2	PIN Pad - Ingenico - iPP320 V4	Rental	\$ 0.00										
Terminal Type: _____ Pinpad Type: _____ Printer Type: _____ Check Reader: _____ Terminal Application / PC Software Type: _____		Special Instructions: Y (IC+)											
Primary Third Party: _____ Secondary Third Party: _____ Number of TIDS: <u>1</u> Product: <u>X-Charge</u> Third Party Settlement Term type: <u>XC2</u> ☐ Terminal ☒ Host Global PC Software: ☐ Own ☐ Purchase If purchase, price \$ _____ # of payments: _____													
Cardholder Data Storage Compliance													
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 Global Payments 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 ☐									

Merchant Additional Location Form

Business Information						
Merchant's DBA Name/Outlet Name: City of Glenpool - Court		Merchant's Legal Name: City of Glenpool				
Physical Street Address (No P.O. Box): 14536 S Elwood Ave		Legal Address: 12205 S Yukon Ave				
City, State, Zip: Glenpool, OK 74033		City, State, Zip: Glenpool, OK 74033				
DBA Phone: (918) 322-5409	Fax:	Corp. Phone: (918) 322-5409				
Contact Name at this Address: John Gonsalves	E-Mail: jgonsalves@cityofglenpool.com	Contact Name at this Address: John Gonsalves	E-Mail: jgonsalves@cityofglenpool.com			
Customer Service Phone # (Required for MOTO and Internet merchants only):		Website Address (Required for Internet merchants): www.cityofglenpool.com				
Merchant Profile						
Ticker Symbol Type of Ownership: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☐ Professional Assoc ☐ Tax Exempt Org (501C: ☐ 3, ☐ 4, ☐ 10) ☒ Government/Municipality		Market Type: ☒ Retail ☐ Supermarket ☐ Restaurant ☐ Emerging Market ☐ Lodging ☐ Public Sector ☐ MO/TO ☐ Auto Rental ☐ P-card ☐ Cash Advance ☐ E-commerce ☐ Other				
Type of Goods or Services Sold: Court Fines		SIC Code: 9399				
Years in business under current ownership: 41		Federal Tax ID#				
Do you currently accept Amex/Visa/MasterCard/Discover? ☒ Yes ☐ No Does merchant accept transactions before the customer receives product or service? ☐ Yes ☒ No How long does customer wait before product is received? _____ % of sales in this category _____ % cost that is prepayment? _____ Duration of extended service or benefit (in weeks) _____ Does merchant offer warranties, dues, subscriptions, memberships or other extended services? ☐ Yes ☒ No Annual Amex/Visa/MC/Discover Sales: <u>\$600,000</u> Average Ticket: <u>\$125</u> Total Amex/Visa/MC/Discover Sales (multiple locations only): <u>\$1,113,809</u>						
Credit/Debit Card Services and Fee Schedule*						
Plan Type	New	Existing	Existing Merchant No.	Discount Rate	Per Item	Per Auth.
☒ VISA Credit	☒	N/A	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ VISA Bus. Card	☒	N/A	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ VISA Check	☒	N/A	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ MasterCard Credit	☒	N/A	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ MasterCard Bus. Card	☒	N/A	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ Debit MasterCard	☒	N/A	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ Discover Credit	☒	☐	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ Discover Bus. Card	☒	☐	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ Discover Check	☒	☐	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ PayPal Credit (card present)	☒	☐	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ Diners Club, China UnionPay, JCB	☐	☐		2.8500 %	\$ 0.1500	\$ 0.0000
☒ Debit (other than Visa or MC)	☐	☐			\$ 0.2900	\$ 0.0000
☒ EBT	☒	☐			\$ 0.3500	\$ 0.0000
☒ American Express	☒	☐		0.4600 %	\$ 0.1100	\$ 0.0000
☒ American Express Prepaid	☒	☐		0.4600 %	\$ 0.1100	\$ 0.0000
Surcharges: ☐ Tiered ☐ Rewards Discount ☐ Mid-Qualified Discount ☐ Non-Qualified Discount ☐ Pass-Through Plus ☐ Interchange Plus						
Other Fees: *****Fees from the original application also apply to the additional location***** \$ 5.00 X-CHARGE SUPPORT \$ 5.00 Monthly Statment Fee \$ 5.60 Other: Regulatory Compliance Fee \$ 14.75 PCI ASSURE Monthly Fee \$ Virtual Site Survey Fee \$ 25.00 Other: Monthly Minimum \$ 0.00 Other: Batch Fee \$ 39.00 PCI ASSURE Non-Compliance Fee (monthly) % Amex Access Fee 0.30% Amex Card Not Swiped Fee % Amex System Processing Fee \$ Non-Refundable Application Fee \$ Annual Assoc Tech Fee \$ Monthly Debit Membership Fee \$ Gateway Monthly Fee \$ Gateway Setup Fee \$ Global Transport VT (Rec Billing) Monthly Fee \$ Global Transport VT (Rec Billing) Setup Fee \$ Global Transport VT (Rec Billing) Transaction Fee \$ 0.00 CE Suite Base Amount						
Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization						
You have previously entered into a Card Services Agreement (the "Card Services Agreement"), including terms and conditions, with Global Payments Direct, Inc. ("Global Direct") and the Member named below ("Member"). Member is a member of Visa, U.S.A., Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"). Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). Please sign below to signify your acknowledgement and agreement that the additional merchant location identified above is subject to such Card Services Agreement. If this additional location is accepted for card services, Merchant agrees to comply with Card Services Agreement as it may be modified or amended in the future. If you disagree with any of the above, do not sign this form. IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER FROM THIS ADDITIONAL MERCHANT LOCATION, MERCHANT WILL BE DEEMED TO HAVE AGREED THAT THE ADDITIONAL MERCHANT LOCATION IS SUBJECT TO THE CARD SERVICES AGREEMENT. By your signature below on behalf of Merchant, you certify that all information provided in this additional location form is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Agreement and order a consumer credit report on Merchant and you.						
Merchant's Signature: X _____ Signing for Global Payments Direct, Inc.: X _____ Signing for Member: X _____	Name (printed): John Gonsalves Name (printed): _____ Name (printed): _____	Title: Finance Dir Title: _____ Name of Member (printed): Wells Fargo Bank	Date: _____ Date: _____ Date: _____			

Amex annual volume < \$1,000,000 ☒ YES ☐ NO		Amex Acceptance ☒ YES ☐ NO		Amex Marketing ☒ YES ☐ NO									
American Express ESA Program													
(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 Global Direct and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Global Direct and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents 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 American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at http://www.americanexpress.com/privacy to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.													
Merchant's Signature X		Name (printed): John Gonsalves		Title: Finance Dir									
				Date:									
Hardware													
Process Method: ☒ EDC ☐ Touchtone ☐ Paper Platform: ☒ East ☐ Central Imprinter: ☒ Own ☐ Purchase Purchase Price per Unit: \$ _____ Purchase Quantity - Standard: _____ Purchase Quantity - Handheld: _____ Total Regular Plates Needed: <u>1</u> Total Amex Plates Needed: <u>1</u> Total Plastic Cards Needed: <u>1</u> Global to schedule download? ☒ Yes ☐ No Global to train? ☒ Yes ☐ No ☒ Own/Reprogram ☐ Purchase ☐ Lease ☐ Rental		<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Qty</th> <th>Hardware Device</th> <th>Rental/Purchase</th> <th>Unit Price</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>PIN Pad - Ingenico - iPP320 V4</td> <td>Rental</td> <td>\$ 0.00</td> </tr> </tbody> </table> * Indicates Unit Price is recurring See attached Equipment Rental Agreement (Addendum A) which is incorporated into this agreement and has additional terms and conditions specific to equipment rentals.				Qty	Hardware Device	Rental/Purchase	Unit Price	1	PIN Pad - Ingenico - iPP320 V4	Rental	\$ 0.00
Qty	Hardware Device	Rental/Purchase	Unit Price										
1	PIN Pad - Ingenico - iPP320 V4	Rental	\$ 0.00										
Terminal Type: _____ Pinpad Type: _____ Printer Type: _____ Check Reader: _____ Terminal Application / PC Software Type: _____		Special Instructions: Y (IC+)											
Primary Third Party: _____ Secondary Third Party: _____ Number of TIDS: <u>1</u> Product: <u>X-Charge</u> Third Party Settlement Term type: <u>XC2</u> ☐ Terminal ☒ Host Global PC Software: ☐ Own ☐ Purchase If purchase, price \$ _____ # of payments: _____													
Cardholder Data Storage Compliance													
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 Global Payments 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 ☐									

Merchant Additional Location Form

Business Information						
Merchant's DBA Name/Outlet Name: City of Glenpool - Police		Merchant's Legal Name: City of Glenpool				
Physical Street Address (No P.O. Box): 14536 S Elwood Ave		Legal Address: 12205 S Yukon Ave				
City, State, Zip: Glenpool, OK 74033		City, State, Zip: Glenpool, OK 74033				
DBA Phone: (918) 322-5409	Fax:	Corp. Phone: (918) 322-5409				
Contact Name at this Address: John Gonsalves	E-Mail: jgonsalves@cityofglenpool.com	Contact Name at this Address: John Gonsalves	E-Mail: jgonsalves@cityofglenpool.com			
Customer Service Phone # (Required for MOTO and Internet merchants only):		Website Address (Required for Internet merchants): www.cityofglenpool.com				
Merchant Profile						
Ticker Symbol Type of Ownership: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☐ Professional Assoc ☐ Tax Exempt Org (501C: ☐ 3, ☐ 4, ☐ 10) ☒ Government/Municipality		Market Type: ☒ Retail ☐ Supermarket ☐ Restaurant ☐ Emerging Market ☐ Lodging ☐ Public Sector ☐ MO/T/O ☐ Auto Rental ☐ P-card ☐ Cash Advance ☐ E-commerce ☐ Other				
Type of Goods or Services Sold: Animal Control Fees		SIC Code: 9399				
Years in business under current ownership: 41		Federal Tax ID#				
Do you currently accept Amex/Visa/MasterCard/Discover? ☒ Yes ☐ No Does merchant accept transactions before the customer receives product or service? ☐ Yes ☒ No How long does customer wait before product is received? _____ % of sales in this category _____ % cost that is prepayment? _____ Duration of extended service or benefit (in weeks) _____ Does merchant offer warranties, dues, subscriptions, memberships or other extended services? ☐ Yes ☒ No Annual Amex/Visa/MC/Discover Sales: <u>\$50,000</u> Average Ticket: <u>\$125</u> Total Amex/Visa/MC/Discover Sales (multiple locations only): <u>\$1,113,809</u>						
Credit/Debit Card Services and Fee Schedule*						
Plan Type	New	Existing	Existing Merchant No.	Discount Rate	Per Item	Per Auth.
☒ VISA Credit	☒	N/A	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ VISA Bus. Card	☒	N/A	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ VISA Check	☒	N/A	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ MasterCard Credit	☒	N/A	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ MasterCard Bus. Card	☒	N/A	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ Debit MasterCard	☒	N/A	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ Discover Credit	☒	☐	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ Discover Bus. Card	☒	☐	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ Discover Check	☒	☐	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ PayPal Credit (card present)	☒	☐	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ Diners Club, China UnionPay, JCB	☐	☐		2.8500 %	\$ 0.1500	\$
☒ Debit (other than Visa or MC)	☒	☐			\$ 0.2900	\$
☒ EBT	☒	☐			\$ 0.3500	\$
☒ American Express	☒	☐		0.4600 %	\$ 0.1100	\$ 0.0000
☒ American Express Prepaid	☒	☐		0.4600 %	\$ 0.1100	\$ 0.0000
Surcharges: ☐ Tiered ☐ Pass-Through Plus ☒ Interchange Plus ☐ Rewards Discount ☐ Pass-Through Plus ☐ Mid-Qualified Discount ☐ Non-Qualified Discount						
Other Fees: *****Fees from the original application also apply to the additional location*****						
\$ 5.00 X-CHARGE SUPPORT	\$ 5.00 Monthly Statment Fee	\$ 5.60 Other: Regulatory Compliance Fee	\$ 14.75 PCI ASSURE Monthly Fee	Daily Discount: ☐ YES ☒ NO		
\$ Virtual Site Survey Fee	\$ 25.00 Other: Monthly Minimum	\$ 0.00 Other: Batch Fee	\$ 39.00 PCI ASSURE Non-Compliance Fee (monthly)			
% Amex Access Fee	0.30% Amex Card Not Swiped Fee	% Amex System Processing Fee	\$ Non-Refundable Application Fee			
\$ Annual Assoc Tech Fee	Monthly Debit Membership Fee	\$ Gateway Monthly Fee	\$ Gateway Setup Fee			
\$ Global Transport VT (Rec Billing) Monthly Fee	\$ Global Transport VT (Rec Billing) Setup Fee	\$ Global Transport VT (Rec Billing) Transaction Fee				
\$ 0.00 CE Suite Base Amount						
Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization						
You have previously entered into a Card Services Agreement (the "Card Services Agreement"), including terms and conditions, with Global Payments Direct, Inc. ("Global Direct") and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"). Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). Please sign below to signify your acknowledgement and agreement that the additional merchant location identified above is subject to such Card Services Agreement. If this additional location is accepted for card services, Merchant agrees to comply with Card Services Agreement as it may be modified or amended in the future. If you disagree with any of the above, do not sign this form.						
IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER FROM THIS ADDITIONAL MERCHANT LOCATION, MERCHANT WILL BE DEEMED TO HAVE AGREED THAT THE ADDITIONAL MERCHANT LOCATION IS SUBJECT TO THE CARD SERVICES AGREEMENT.						
By your signature below on behalf of Merchant, you certify that all information provided in this additional location form is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Agreement and order a consumer credit report on Merchant and you.						
Merchant's Signature:		Name (printed):	Title:	Date:		
X		John Gonsalves	Finance Dir			
Signing for Global Payments Direct, Inc.:		Name (printed):	Title:	Date:		
X						
Signing for Member:		Name (printed):	Name of Member (printed):	Date:		
X			Wells Fargo Bank			

Merchant Initials: _____ ← #2
Rev. 10-18-GP-WF-QF-MUA

Merchant Additional Location Form

Business Information						
Merchant's DBA Name/Outlet Name: City of Glenpool - Utility		Merchant's Legal Name: City of Glenpool				
Physical Street Address (No P.O. Box): 14526 S Elwood Ave		Legal Address: 12205 S Yukon Ave				
City, State, Zip: Glenpool, OK 74033		City, State, Zip: Glenpool, OK 74033				
DBA Phone: (918) 322-5409	Fax:	Corp. Phone: (918) 322-5409				
Contact Name at this Address: John Gonsalves	E-Mail: jgonsalves@cityofglenpool.com	Contact Name at this Address: John Gonsalves	E-Mail: jgonsalves@cityofglenpool.com			
Customer Service Phone # (Required for MOTO and Internet merchants only):		Website Address (Required for Internet merchants): www.cityofglenpool.com				
Merchant Profile						
Ticker Symbol		Market Type:				
Type of Ownership: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☐ Professional Assoc ☐ Tax Exempt Org (501C: ☐ 3, ☐ 4, ☐ 10) ☒ Government/Municipality		☒ Retail ☐ Supermarket ☐ Restaurant ☐ Emerging Market ☐ Lodging ☐ Public Sector ☐ MO/T/O ☐ Auto Rental ☐ P-card ☐ Cash Advance ☐ E-commerce ☐ Other				
Type of Goods or Services Sold: Utility	SIC Code: 4900	Sales Profile (Must equal 100%)				
		Card Swiped	20 %			
		Manually Keyed with imprint	0 %			
		Mail Order/Telephone	30 %			
		Internet	50 %			
		Total	100%			
Years in business under current ownership: 41	Federal Tax ID#					
Do you currently accept Amex/Visa/MasterCard/Discover? ☒ Yes ☐ No						
Does merchant accept transactions before the customer receives product or service? ☐ Yes ☒ No						
How long does customer wait before product is received? _____ % of sales in this category _____						
% cost that is prepayment? _____ Duration of extended service or benefit (in weeks) _____						
Does merchant offer warranties, dues, subscriptions, memberships or other extended services? ☐ Yes ☒ No						
Annual Amex/Visa/MC/Discover Sales: <u>\$1,113,809</u> Average Ticket: <u>\$91</u> Total Amex/Visa/MC/Discover Sales (multiple locations only): <u>\$1,113,809</u>						
Credit/Debit Card Services and Fee Schedule*						
Plan Type	New	Existing	Existing Merchant No.	Discount Rate	Per Item	Per Auth.
☒ VISA Credit		N/A	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ VISA Bus. Card	☒	N/A	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
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☒ Discover Bus. Card	☒	☐	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ Discover Check	☒	☐	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
☒ PayPal Credit (card present)	☒	☐	N/A	0.4600 %	\$ 0.1100	\$ 0.0000
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Merchant's Signature:	Name (printed):	Title:	Date:			
X	John Gonsalves	Finance Dir				
Signing for Global Payments Direct, Inc.:	Name (printed):	Title:	Date:			
X						
Signing for Member:	Name (printed):	Name of Member (printed):	Date:			
X		Wells Fargo Bank				

Amex annual volume < \$1,000,000 ☒ YES ☐ NO		Amex Acceptance ☒ YES ☐ NO		Amex Marketing ☒ YES ☐ NO									
American Express ESA Program													
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 Global Direct and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Global Direct and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents 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 American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at http://www.americanexpress.com/privacy to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.													
Merchant's Signature X _____		Name (printed): John Gonsalves		Title: Finance Dir									
				Date: _____									
Hardware													
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Qty	Hardware Device	Rental/Purchase	Unit Price										
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Primary Third Party: _____ Secondary Third Party: _____ Number of TIDS: <u>1</u> Product: <u>X-Charge</u> Term type: <u>XC2</u> ☐ Terminal ☒ Host Global PC Software: ☐ Own ☐ Purchase If purchase, price \$ _____ # of payments: _____													
Cardholder Data Storage Compliance													
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 Global Payments 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 ☐									



Merchant Application

Business Information			
Merchant's DBA Name/Outlet Name: City of Glenpool - City Hall		Merchant's Legal Name: City of Glenpool	
Physical Street Address (No P.O. Box): 12205 S Yukon Ave		Legal Address: 12205 S Yukon Ave	
City, State, Zip: Glenpool, OK 74033		City, State, Zip: Glenpool, OK 74033	
DBA Phone: (918) 322-5409	Fax:	Corp. Phone: (918) 322-5409	Fax:
Contact Name at this Address: John Gonsalves		Contact Name at this Address: John Gonsalves	
E-Mail: jgonsalves@cityofglenpool.com		E-Mail: jgonsalves@cityofglenpool.com	
Customer Service Phone # (Required for MOTO and Internet merchants only): (918) 322-5409			
Website Address (Required for Internet merchants): www.cityofglenpool.com			
Merchant Profile			
Ticker Symbol:		Market Type:	
Type of Ownership: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☐ Professional Assoc. ☐ Tax Exempt Org (501C: ☐ 3 ☐ 4 ☐ 10) ☒ Government/Municipality		☒ Retail ☐ Supermarket ☐ Restaurant ☐ Emerging Market ☐ Lodging ☐ Public Sector ☐ MO/TO ☐ Auto Rental ☐ P-Card ☐ Cash Advance ☐ E-Commerce ☐ Other	
Type of Goods or Services Sold: Permits and Conference Center sales		SIC Code: 9399	
Years in Business Under Current Ownership: 41		Federal Tax ID #:	
Do you currently accept AMEX/Visa/MasterCard/Discover? ☒ Yes ☐ No			

Does merchant accept transactions before the customer receives product or service? ☐ Yes ☒ No If yes:

How long does customer wait before product is received? day(s) % of sales in this category
% cost that is prepayment?

Does merchant offer warranties, dues, subscriptions, memberships or other extended services? ☐ Yes ☒ No If yes:

Duration of extended service or benefit (in weeks):

Annual Amex/Visa/MC/Discover Sales: \$1,113,809.00 Average Ticket: \$91.00 Total Amex/Visa/MC/Discover Sales (multiple locations only):

Member Bank (Acquirer) Information	
Wells Fargo Bank, P.O. Box 6079 – Concord, CA 94524 – (844) 284-6834	
Important Member Bank (Acquirer) Responsibilities 1. A Visa Member is the only entity approved to extend acceptance of Visa products directly to a merchant. 2. A Visa Member must be a principal (signer) to the Merchant Agreement. 3. The Visa Member is responsible for and must provide settlement funds to the merchant. 4. The Visa Member is responsible for all funds held in reserve that are derived from settlement. 5. The Visa Member is responsible for educating merchants on pertinent Visa International Operating Regulations with which merchants must comply.	Important Merchant Responsibilities 1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain fraud and chargebacks below thresholds. 3. Review and understand the terms of the Merchant Agreement. 4. Comply with Visa International Operating Regulations.
Merchant Resources You may download "Visa Regulations" from Visa at: https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf You may download "MasterCard Rules" from MasterCard at: http://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html You may download additional merchant information from Discover at: http://www.discovernetwork.com/merchants/index.html You may download "American Express Merchant Operating Requirements" at: https://icm.aexp-static.com/internet/NGMS/US_en/Images/MerchantPolicyOptBlue.pdf	The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa member (acquirer) is the ultimate authority should the merchant have any problems.

Merchant's Signature:	Name (printed):	Title:	Date
	John Gonsalves	Finance Dir	

For questions regarding Card Services, contact: Customer Service within 60 days of the date of the statement and/or notice. Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326 or call: 1-800-367-2638.

Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Credit/Debit Card Services and Fee Schedule*

Plan Type	New	Existing	Existing Merchant #	Discount Rate	Per Item	Per Auth
☒ VISA Credit	☒	N/A	N/A	0.4600%	\$0.1100	\$0.0000
☒ VISA Check	☒	N/A	N/A	0.4600%	\$0.1100	\$0.0000
☒ MasterCard Credit	☒	N/A	N/A	0.4600%	\$0.1100	\$0.0000
☒ Debit MasterCard	☒	N/A	N/A	0.4600%	\$0.1100	\$0.0000
☒ Discover Credit	☒	☐	N/A	0.4600%	\$0.1100	\$0.0000
☒ Discover Check	☒	☐		0.4600%	\$0.1100	\$0.0000
☒ PayPal Credit (card present)	☒	☐	N/A	0.4600%	\$0.1100	\$0.0000
☒ Diners Club, China Union Pay, JCB	☐	☐		2.8500%	\$0.1500	
☒ Debit (other than Visa or MC)	☒	☐			\$0.2900	
☒ EBT	☒	☐			\$0.3500	
☒ American Express	☐	☐		0.4600%	\$0.1100	\$0.0000
☒ American Express Prepaid	☐	☐		0.4600%	\$0.1100	\$0.0000

Merchant FNS# _____

Cash Benefits: ☐ YES ☐ NO

Daily Discount: ☐ YES ☒ NO

Surcharges: (Non-Qualified surcharges are marked "NQ" and are per-occurrence)

Surcharges:

☐ Tiered

Rewards Discount

Mid-Qualified Discount

Non-Qualified Discount

☐ Pass-Through Plus

Pass-Through Plus

☒ Interchange Plus

A list of additional fees/rates can be found on pages 2 and 4 of this Card Services Agreement contract under the headings "Other Fees" and "Association Fees and Assessments."

The foregoing discount rate, per item and authorization fees are based upon Merchant's complying with all processing requirements as established by the applicable governing authority of the payment type which qualifies Merchant for the most favorable interchange rates available for such payment type. Transactions that do not qualify for the most favorable interchange rates will be subject to the surcharges up to 3.00% in addition to the rate quoted. See "Other Fees" section of this Card Services Agreement and Section 34 of the Card Services Terms and Conditions for more information regarding non-qualifying surcharges. Discount rates and other percentage fees are calculated by multiplying the rates or fees and the Merchant's applicable transaction volume. Per item and per authorization fees are calculated per transaction or authorization, as applicable. See Section 13 of the Card Services Terms and Conditions for information regarding the early termination fee. In addition to the per item fee, all Debit Transactions include fees assessed by the applicable network organization.

Other Fees (Per occurrence fees marked with a *)

Non-Refundable Application Fee *	Virtual Site Survey Fee *	\$15.00	Chargeback Fee *
\$5.00 Membership Fee	\$2.50 Retrieval Fee *		Monthly Debit Card Membership Fee
\$5.60 Monthly Regulatory Compliance Fee	\$25.00 Minimum Monthly Discount		Global Transport VT (Recurring Billing)
Annual Association Technology Fee	\$0.05 Voice AVS Fee *		Setup Fee *
Global Access @dantage Monthly Fee	\$14.75 PCI ASSURE Monthly Fee		Global Transport VT (Recurring Billing)
\$0.60 Voice Authorization Fee *	\$39.00 PCI ASSURE Non-Compliance		Monthly Fee
\$0.00 Batch/ACH Fee *	Fee (monthly)		Global Transport VT (Recurring Billing)
\$15.00 Non-Sufficient Fund *	Data Monitoring Fee *		Transaction Fee *
\$5.00 Account Maintenance Fee	Other: _____	\$0.00	Customer Engagement Suite (Monthly)
Gateway Monthly Fee	Gateway Setup Fee		

Association Fees and Assessments (Per occurrence fees marked with a *)

0.1300% GP Fee - DISC Assessments *	\$0.0300 GP Fee - MC Acct Status Inquiry *
0.5500% GP Fee - DISC Intl Processing *	\$0.0550 GP Fee - MC Data Integrity *
0.8000% GP Fee - DISC Intl Service *	\$0.0025 GP Fee - MC CVC2 *
\$0.0500 GP Fee - DISC Program Integrity Fee *	0.1300% GP Fee - MC Assessments *
0.1000% GP Fee - PayPal Assessment *	0.1400% GP Fee - MC Assessments Lg Tkt *
\$0.0250 GP Fee - PayPal Participation *	0.0200% GP Fee - MC Acceptance & Licensing *
0.1400% GP Fee - VISA Assessments-Credit *	0.6000% GP Fee - MC Cross Bdr Domestic *
0.1300% GP Fee - VISA Assessments-Debit *	1.0000% GP Fee - MC Cross Bdr Foreign *
1.0000% GP Fee - VISA Intl Svc Assessment-Purchase *	0.8500% GP Fee - MC Acq Program Support *
1.4000% GP Fee - VISA Intl Svc Assessment *	0.0100% GP Fee - MC Digital Enablement *
0.4500% GP Fee - VISA Intl Acquiring *	\$1.2500 GP Fee - MC Monthly Fee
\$0.1000 GP Fee - VISA Trans Integrity *	0.2500% GP Fee - MC Integrity - Final Auth (Max) *
\$0.0195 GP Fee - VISA APF - Credit *	\$0.0400 GP Fee - MC Integrity - Final Auth (Min) per Auth PI *
\$0.0155 GP Fee - VISA APF - Debit *	\$0.0450 GP Fee - MC Integrity - Pre Auth/Undefined per Auth PI *
\$0.0395 GP Fee - VISA APF Intl - Credit *	0.4000% GP Fee - AMEX Inbound *
\$0.0355 GP Fee - VISA APF Intl - Debit *	0.1500% GP Fee - AMEX Network *
\$0.0250 GP Fee - VISA AVS Only *	0.3000% GP Fee - AMEX CNP *
\$0.0900 GP Fee - VISA Misuse of Auth *	GP Fee - AMEX Access *
\$0.0350 GP Fee - VISA Account Verification Fee Credit *	0.3500% GP Fee - Settlement Funding Fee *
\$0.0300 GP Fee - VISA Account Verification Fee Debit *	\$0.0000 GP Fee - Settlement Funding Fee PI
\$0.0700 GP Fee - VISA Account Verification Fee Intl *	0.0000% GP Fee - Risk Assessment Fee
\$0.0085 GP Fee - VISA Kilobyte Fee	\$0.0000 GP Fee - Risk Assessment Fee PI

Personal Guaranty

I/We hereby irrevocably guarantee to Global Direct and Member, their successors and assigns, the full, prompt, and complete performance of Merchant and all of Merchant's obligations under the Card Services Agreement, including but not limited to all monetary obligations arising out of Merchant's performance or non-performance under the Card Services Agreement, whether arising before or after termination of the Card Services Agreement. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the Card Services Agreement made by or agreed to by Global Direct, Member, and/or Merchant. I/We hereby waive any notice of acceptance of this guaranty, notice of nonpayment or nonperformance of any provision of the Card Services Agreement by Merchant, and all other notices or demands regarding the Card Services Agreement. I/We agree to promptly provide to Global Direct and Member any information requested by any of them from time to time concerning my/our financial condition(s), business history, business relationships, and employment information. I/We agree that Global Direct and Global Direct (on behalf of Member) may order a consumer credit report on me, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account. I/We have read, understand, and agree to be bound by the Card Services Terms & Conditions provided to Merchant and those terms and conditions contained in this Merchant Application.

Signature of Guarantor (please sign below)

X

, an individual

Name (printed):

John Gonsalves

Signature of Guarantor (please sign below)

X

, an individual

Name (printed):**Owner/Officer Information**

Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
John Gonsalves	Finance Dir	0%	09/09/1999	999-99-9999	(918) 209-4628
Home Address:	City:	State:	Zip Code:	Years There:	
12205 S Yukon Ave	Glenpool	OK	74033	2	
Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:	

Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:	City:	State:	Zip Code:	Years There:	
Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:	

Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:	City:	State:	Zip Code:	Years There:	
Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:	

Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:	City:	State:	Zip Code:	Years There:	
Former Address (if less than 1 year at current address):	City:	State:	Zip Code:	Years There:	

Is any owner, officer, director, employee, or agent a current or former 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.

Bank Information (Attach Voided Check or Bank Letter):

	Routing Number:	DDA/Checking Account#:	Deposit	Discount	Chargebacks	Equipment	Supplies	Misc. Fees
Bank 1			☒	☒	☒	☒	☒	☒
Bank 2			☐	☐	☐	☐	☐	☐
Bank 3			☐	☐	☐	☐	☐	☐
Bank 4			☐	☐	☐	☐	☐	☐

Merchant Site Survey Report (To be Completed by Sales Representative)

Merchant Location: ☐ Retail Location with Store Front ☐ Office Building ☐ Residence ☐ Other: _____

Surrounding Area: ☐ Commercial ☐ Industrial ☐ Residential

Does the amount of inventory and merchandise on shelves and floor appear consistent with the type of business? ☐ Yes ☐ No

If no, explain: _____

Does the Merchant use a Fulfillment House? ☐ Yes ☐ No If yes, was the Fulfillment House inspected? ☐ Yes ☐ No

The Merchant: ☐ Owns ☐ Leases the business premises

Further comments by inspector (must complete): _____

I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.

Verified and inspected by (print name): _____

Representative Name: _____

Representative Signature: X

Date: _____

Sales Rep Name: _____

Sales Rep Code: _____

Sales Phone Number: _____

Sales Email Address: _____

Amex annual volume < \$1,000,000 ☒ YES ☐ NO

Amex Acceptance ☒ YES ☐ NO

Amex Marketing ☒ YES ☐ NO

American Express ESA Program

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 Global Direct and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Global Direct and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents 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 American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <https://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

Merchant's Signature

X

Name (printed):

John Gonsalves

Title:

Finance Dir

Date:

Hardware

Quantity	Hardware Device	Rental/Purchase	Unit Price
3	PIN Pad - Ingenico - iPP320 V4	Rental	\$0.00

* Indicates Unit Price is recurring

See attached Equipment Rental Agreement (Addendum A) which is incorporated into this agreement and has additional terms and conditions specific to equipment rentals.

Special Instructions:

Rate Table: Y (IC+)

Global Terminal Type: ZQ2

Cardholder Data Storage Compliance & Service Provider

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:

Questions:

Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments 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

*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 Global's 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 Global Payments immediately should the information on this Compliance Statement change.

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization

Your Card Services Agreement is between Global Payments Direct, Inc. ('Global Direct'), the Merchant named above and the Member named below ('Member'). Member is a member of Visa, USA, Inc. ('Visa') and MasterCard International, Inc. ('MasterCard'); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ('Discover') and a registered Program Participant of American Express Travel Related Services Company, Inc. ('American Express'). A copy of the Card Services Terms and Conditions, revision number 10-18-GP-WF-OE-MUA, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

Merchant's Signature - Owner/Officer Name 1:	Name (printed): John Gonsalves	Title: Finance Dir	Date:
Merchant's Signature - Owner/Officer Name 2:	Name (printed):	Title:	Date:
Merchant's Signature - Owner/Officer Name 3:	Name (printed):	Title:	Date:
Merchant's Signature - Owner/Officer Name 4:	Name (printed):	Title:	Date:
Signing for Global Payments Direct, Inc.:	Name (printed):	Title:	Date:
Signing for Member:	Name (printed):	Name of Member (printed):	Date:

Merchant's Electronic Signature Details:

Logged In User:
IP Address:
Date and Time:



OPENEDGE CHECK SERVICES MERCHANT APPLICATION

Merchant's DBA Name/Outlet Name: City of Glenpool - Utility		Merchant's Legal Name: City of Glenpool	
Contact Name at this Address: John Gonsalves		Contact Name at this Address: John Gonsalves	
Email: jgonsalves@cityofglenpool.com		Email: jgonsalves@cityofglenpool.com	
Physical Street Address (No Po Box): 14526 S Elwood Ave		Legal Address: 12205 S Yukon Ave	
City, State, Zip: Glenpool, OK, 74033		City, State, Zip: Glenpool, OK, 74033	
DBA Phone: (918) 322-5409	Fax:	Corp Phone: (918) 322-5409	Fax:
Company Stock Ticker (If Publicly Traded):		Website Address (Required for Internet Merchants): www.cityofglenpool.com	
Customer Service Phone (Required for Moto and Internet Merchants Only): (918) 322-5409		Federal Tax ID #: 2	Years in Business (Current Owner): 2
Merchant Profile			
Type of Ownership: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☐ Professional Assoc ☐ Other ☐ Tax Exempt Org (510c)			SIC/MCC Code: 4 9 0 0
Description of Products or Services Sold: Utilities			

Account Deposit and Funds Information			
Transaction Funding Bank Routing/Transit Number:		Transaction - Bank Account Number: 0	Transaction Type of Account: ☒ Checking ☐ Savings
Billing Bank Routing/Transit Number (If different from Funding Account):		Billing Bank - Bank Account Number:	Billing Type of Account: ☐ Checking ☐ Savings

Requested Activity Transaction Processing Information	
Annual Check Sales 60,000	Average Transaction 125
Please provide accurate estimates of your expected ACH and/or Check21 activity. This information will be used during underwriting as a guide to establish your transaction limits. Requested amounts below are subject to approval by OpenEdge Risk Management	
Highest Single Monthly Amount \$ 8,000	Highest Single Transaction Amount \$ 5,000

OpenEdge Check Services Requested - Please select all that apply. Estimate usage % for each selection (Must total 100%)			
Paper Check Conversion - Remote Deposit Capture: Please Note: Hardware is required for these Transaction Types			
☐	I receive paper checks through the mail or in a lockbox.	ARC	0%
☐	I receive paper checks at the time of the sale. I later process and convert them to an electronic payment.	BOC	0%
☐	I receive paper checks at the time of the sale and I process and convert them at the same time to an electronic payment.	POP	0%
Electronic Check (a paper check is not presented)			
☐	I have written pre-arranged agreements with my consumers to debit or credit their personal bank account for the goods or service I sell.	PPD	0%
☐	I take transactions on a phone call from my consumers.	TEL	0%
☒	Payments are submitted to me via a website, shopping cart or similar method.	WEB	100%
☐	We have pre-arranged written agreements with our Corporate Partner authorizing us to debit or credit their bank accounts.	CCD	0%

Additional Services Available	
☐ Check Verification Services	☐ Check 21 (AIR)

EMAIL NOTIFICATION	
☒ Please send email notifications of returned items	
Primary Email Address jgonsalves@cityofglcnpool.com	Secondary Email Address ttabbit@cityofglcnpool.com

AUTO RE-PRESENTMENT	
Would you like OpenEdge to automatically re-present ACH and/or Check21 NFS returns?	
☐ Yes ☒ No If yes, please complete Re-Presentment Options below.	
ACH RE-PRESENTMENT OPTIONS	
Face Amount - Maximum Number of Re-Presentments (select one): ☐ 2 ☐ 1	
Timing of Re-Presentment: of Days (0=immediately)	
CHECK21 RE-PRESENTMENT OPTIONS	
Face Amount - Maximum Number of Re-Presentments (select one): ☐ 1	
Timing of Re-Presentment: of Days (0=immediately)	

Corporate Officers or Principal (A Principal is an Owner, or, If a Public Corporation Senior Officers Starting With CFO, CEO or President.)				
Name of Principal:	Title of Principal:	% Owned:	Phone Number:	Residential Address, City, State, Zip:
John Gonsalves	Finance Dir	0%	(918) 209-4628	12205 S Yukon Ave, Glenpool, OK, 74033
		%		***
		%		***

Personal Guarantee		
As a primary inducement to OpenEdge Payments LLC ("OpenEdge") to enter into this Agreement, the persons indicated and signing below (the "Guarantor(s)") do jointly and severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to OpenEdge pursuant to this Agreement, as it now exists or amended from time to time, with or without notice. Guarantor(s) understands that OpenEdge may proceed directly against Guarantor(s) without first exhausting its remedies against any other person or entity responsible therefore to it or any security held by OpenEdge or Merchant. This guarantee will not be discharged or affected by the death of Guarantor(s), will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor of OpenEdge. Guarantor(s) understand that the inducement to OpenEdge to enter into this Agreement is consideration for the guarantee, and that this guarantee remains in full force and affect even if the Guarantor(s) receive no additional benefit from the guarantee. This guarantee shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variations of terms of this Agreement. Guarantor(s) agree to promptly provide to OpenEdge or its agents any information requested by any of them from time to time concerning its financial conditions(s), business relationships, business history, and employment information. Guarantor(s) have read, understand, and agree to be bound by the terms and conditions set forth in this Merchant Application as well as the OpenEdge Check Services Agreement, and certifies that all information provided in these applications is true and correct and complete. Guarantor(s) authorize OpenEdge or any credit reporting agency employed by OpenEdge or any agent of OpenEdge, to make whatever inquiries OpenEdge deems appropriate to investigate, verify or research references, statements or data obtained for the purpose of this Merchant Application.		
Print Name:	Social Security #:	Date of Birth:
Street Address:	City/State/Zip:	Years at Address:
Home Phone:	Email Address:	
Signature:		Date:
Print Name:	Social Security #:	Date of Birth:
Street Address:	City/State/Zip:	Years at Address:
Home Phone:	Email Address:	
Signature:		Date:

Signature	
The undersigned is duly authorized to sign on behalf of the Merchant and to bind the Merchant to the terms and conditions set forth in this Merchant Application and the OpenEdge Check Services Agreement ("Agreement"), which terms and conditions are acknowledged and agreed to by the Merchant, and certifies that all information provided in this Merchant Application is true, correct and complete. The undersigned signing on behalf of the Merchant is a legal resident of the United States of America, is at least 18 years of age, and authorizes OpenEdge or any credit reporting agency employed by OpenEdge or any agent of OpenEdge, to make whatever inquiries OpenEdge deems appropriate to investigate, verify or research references, statements or data obtained from Merchant for the purpose of this Merchant Application. The undersigned, on behalf of the Merchant, authorizes OpenEdge to initiate automated deposit or debit (ACH) entries to the Merchant's bank account as indicated on this Merchant Application or subsequently provided by Merchant.	
Print Name of Authorized Signer: John Gonsalves	Title of Authorized Signer: Finance Dir
Signature:	Date:

EXHIBIT B

Fees

Summary of Fees		ACH		AIR(Check21)	
Remote Deposit Capture (ARC, BOC, POP)		Discount Fee	Per Item Fee	Discount Fee	Per Item Fee
Monthly Volume					
Tier 1	\$.01 - 5,000	0.00%	\$ 0.50	0.00%	\$ 0.50
Tier 2	\$ 5,001 - 20,000	0.00%	\$ 0.50	0.00%	\$ 0.50
Tier 3	\$ 20,001 - 50,000	0.00%	\$ 0.50	0.00%	\$ 0.50
Tier 4	> \$50,001	0.00%	\$ 0.50	0.00%	\$ 0.50
Check Not Present (WEB, TEL, PPD, CCD)		Discount Fee	Per Item Fee	Discount Fee	Per Item Fee
Monthly Volume					
Tier 1	\$.01 - 5,000	0.50%	\$ 0.50	-	-
Tier 2	\$ 5,001 - 20,000	0.50%	\$ 0.50	-	-
Tier 3	\$ 20,001 - 50,000	0.50%	\$ 0.50	-	-
Tier 4	> \$50,001	0.50%	\$ 0.50	-	-
Miscellaneous Fees		Per Account			
Account on File Fee		\$ 10.00			
Monthly Minimum Fee		\$ 15.00			
Application Fee		\$ 0.00			
ACH Return Transaction Fees		Per Item Fee		Per Item Fee	
Returns (Administrative)		each	\$ 6.00	-	\$ 6.00
Unauthorized Return Transaction Fee (Chargeback)		each	\$ 25.00	-	\$ 25.00
Verification		each	\$ 0.10	-	\$ 0.10



OpenEdge Check Services Agreement

As set forth in the attached Merchant Application, this OpenEdge Check Services Agreement ("Agreement") governs Merchant's use of OpenEdge Payments LLC's ("OpenEdge") OpenEdge Check services. By submitting a Merchant Application, in the form acceptable to OpenEdge, or by using or attempting to use the OpenEdge Check services, Merchant acknowledges its receipt of this Agreement and agrees to be bound by these terms. Capitalized terms are defined on Exhibit A attached to this Agreement.

I. OpenEdge Responsibilities

1.1 The Services. OpenEdge, in conjunction with its Professional Service Providers, will make available to Merchant the following Services:

A. Accelerated Intelligent Routing. OpenEdge will utilize its Intelligent Routing Services in processing Merchant's check-present transactions. Intelligent Routing Services will first attempt to route the transaction using the ACH Services, and if that fails, OpenEdge will then attempt to route the transaction using the Check21 Services ("Routing Services") providing that an image of the check is presented for processing.

B. ACH Services. OpenEdge will process and settle the ACH transactions presented by Merchant as the originator, including, but not limited to: (i) processing checks via ACH (categorized as POP, ARC, BOC, TEL, WEB, PPD, and CCD under the NACHA Rules; (iv) customer activation and approval, (v) security and recovery; (vi) customer and other "back office" services; (vii) check return services; and (viii) transmission of files to the ODFI. OpenEdge will provide Merchant with Software which provides the capability to process recurring transactions for WEB, PPD and CCD transaction types. Collectively, the above are referred to as "ACH Services".

C. Check21. OpenEdge will deliver to Merchant Software which provides the capability to interface with hardware that scans checks and associated paper-remittances to: (i) create an electronic image of the front and back of the check and any associated paper remittance items; (ii) provide the ability to validate the CAR/LAR payment amount and other information on the items; (iii) create an account receivable interface output file; (iv) create a transmission file that will ultimately be converted into ACH and/or x9 file format or its successors, and transmit such file to the ODFI; (v) create image archives of all items scanned; (vi) provide intranet and internet-based archive access; and (vii) provide a web-based gateway portal that allows for other capabilities such as electronic checks (collectively, "Check21 Services").

D. Check Verification. OpenEdge will match checks provided by Merchant's customers to the customer's checking account and compare the account to a database of accounts that have a history of returns ("Check Verification Services").

1.2 Software and Support. "Software" means software used in connection with the Services to enable remote capture, deposits and check verification through the ACH and other methods. OpenEdge will make available to Merchant an adequate amount of initial materials and supplies necessary for Merchant to complete initial customer transactions. OpenEdge Payments LLC will train Merchant on the procedures and rules applicable to the Services and the operation of appropriate terminals. OpenEdge will receive and respond to Merchant's inquiries regarding the Services via E-mail and telephone. Merchant may obtain support by using the appropriate number(s) and E-mail addresses found at www.openedgepayment.com/en/support.

1.3 Merchant Data. OpenEdge will provide the Professional Service Providers with information about Merchant (“Merchant Data”) in order to enable Merchant to access the Services. Merchant authorizes OpenEdge to provide the data derived pursuant to Merchant’s use of the Services and Merchant Data to Professional Service Providers.

1.4 Optional Additional Service. From time to time, OpenEdge may make available to Merchant additional services and any such services accepted by Merchant shall be described in addenda to this Agreement reflecting the details of and any Fees associated with such service.

1.5 Disclaimer of Warranties. OpenEdge does not make, and hereby expressly disclaims, any express or implied warranties or conditions with respect to the Software, its intellectual property or the Services, or any authorization provided under this Agreement, including but not limited to the implied warranties of merchantability, suitability, satisfactory quality, non-infringement, or fitness for a particular purpose. Further, OpenEdge does not warrant: (A) the Software will be error-free or uninterrupted; (B) the Software will be compatible with any hardware except the hardware supplied by or otherwise approved by OpenEdge; or (C) the Software will integrate with any other computer system. All Services and deliverables described in this Agreement are on an “as is” basis.

II. Merchant Responsibilities

2.1 Hardware and Software. Merchant will provide and maintain all computer hardware, peripherals, device drivers, third party operating systems, and other third party software which may be required to operate the software and/or receive the Services. Merchant will ensure the compatibility of Merchant’s computer hardware, peripherals, device drivers, third party operating systems, and other third party software with the Software. Merchant will provide a safe and suitable location for installation, use, and operation of the Software in accordance with any instructions that may be reasonably specified by OpenEdge. Merchant will be responsible for distributing, maintaining and protecting login usernames and passwords provided to Merchant’s employees, contractors and agents, and will be liable for such individuals’ misuse.

2.2 Cooperation. Merchant will cooperate with OpenEdge by providing access to Merchant’s information, resources and personnel as reasonably requested. OpenEdge shall have the right from time to time, upon reasonable prior notice, to review Merchant’s use of the Software to verify compliance with this Agreement. Merchant shall allow OpenEdge to perform a site survey at Merchant’s location within 5 days of its request. Merchant will provide OpenEdge financial statements and other financial information as requested from time to time. If requested, Merchant will furnish to OpenEdge upon request a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year.

2.3 Software Restrictions. Title, copyright, intellectual property rights and distribution rights of the Software remain exclusively with OpenEdge. Merchant will not use the Software except as specifically provided in this Agreement. Merchant shall not copy, decompile, disassemble or otherwise reverse-engineer or reproduce, or knowingly allow others, including without limitation, customers, resellers or others, to perform such reverse-engineering of the Software.

2.4 Representations and Warranties. Merchant represents and warrants to OpenEdge that: (A) Merchant is (i) a legal resident of the United States of America of at least 18 years of age, or (ii) a corporation or a limited liability company authorized, validly existing and in good standing under the laws of the United States and the State set forth on the Merchant Application; (B) Merchant has full authority and corporate power to enter into this Agreement and to perform the obligations of this Agreement; (C) Merchant’s performance of the terms of this Agreement will not violate any applicable law or regulation or any agreement to which Merchant may now or hereafter be bound; (D) this Agreement represents a valid obligation of Merchant and is fully enforceable against

Merchant; and (E) Merchant will comply with the terms of this Agreement. Further, Merchant will be responsible for complying with all applicable federal and state laws and regulations relating to transactions with Merchant's customers and this Agreement. All transactions submitted to OpenEdge will be for bona fide transactions with Merchant's customers.

2.5 Compliance With Laws. Merchant agrees to comply with all policies and procedures provided by OpenEdge, all payment network rules and regulations and all applicable state, federal and local laws, rules and regulations, as amended from time to time. Merchant will assist OpenEdge in complying with all laws which are applicable to any transaction or this Agreement. Merchant will execute and deliver to OpenEdge all instruments OpenEdge may from time to time reasonably deem necessary. Merchant understands that Merchant may not rely on, and OpenEdge will not be liable for, any advice OpenEdge may provide to Merchant about compliance with various laws.

2.6 Returns. Merchant is fully liable for all transactions returned for whatever reason. Merchant will pay on demand the value of all Returns and Chargebacks. Merchant authorizes OpenEdge to recoup from incoming transactions and to debit Merchant's Bank Settlement Account and the Reserve Account for the amount of all Returns and Chargebacks.

2.7 Merchant Application. Merchant represents and warrants to OpenEdge that all information in the Merchant Application is correct and complete. Merchant must notify OpenEdge in writing of any changes to the information in the Merchant Application, including but not limited to: any additional location or new business (the identity of principals and/or owners, the form of business organization (i.e., sole proprietorship, partnership, etc.)), type of goods and services provided and how sales are completed (i.e. by telephone, mail, or in person at Merchant's place of business). OpenEdge must receive the notice within 10 business days of the change. Merchant will provide other updated information to OpenEdge within a reasonable time upon request. Merchant is liable to OpenEdge for all losses and expenses OpenEdge incur arising out of Merchant's failure to report changes to OpenEdge. OpenEdge may immediately terminate this Agreement upon notification by Merchant of a change to the information in the Merchant Application.

2.8 Exclusivity. During the Term of this Agreement, Merchant will not enter into an agreement with any other entity that provides services similar to the Services without OpenEdge's written consent.

2.9 Authorizations. Merchant authorizes OpenEdge to audit Merchant's records, systems, processes or procedures to confirm compliance with this Agreement. Merchant will obtain, and will submit a copy of, an audit of Merchant's business when requested by OpenEdge. Merchant authorizes OpenEdge to make any credit inquiries OpenEdge consider necessary to review the acceptance and continuation of this Agreement. Merchant also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to OpenEdge.

2.10 Third Party Services. Merchant may be using special services or software provided by a third party to assist Merchant in providing the Services, including, but not limited to, authorizations and settlements, or accounting functions. Merchant is responsible for ensuring compliance with the requirements of any third party in using their products. This includes making sure Merchant has and comply with any Software and Updates (defined below). OpenEdge has no responsibility for any transaction until that point in time OpenEdge receives data about the transaction.

III. Fees, Settlement, Security Interest and Recoupment

3.1 Authorization. Merchant authorizes OpenEdge to present ACH debits and credits to Merchant's Settlement Account in the amount of fees and other payments due by Merchant under the Agreement. Merchant agrees to be bound by the terms of the operating rules of NACHA, as amended from time to time. This ACH authorization will remain in effect after termination of this Agreement, and until such time as OpenEdge has received written notice terminating this authorization and all Merchant's obligations to OpenEdge have been paid in full. Merchant is solely liable for all fees and charges assessed by its financial institution, including all overdraft and NSF charges, and Merchant irrevocably releases OpenEdge and holds OpenEdge harmless from the same fees and charges, regardless of cause. OpenEdge is not liable for any delays in receipt of funds or errors in debit and credit entries caused by unaffiliated third parties including but not limited to a clearing house or Merchant's financial institution.

3.2 Fees. Merchant will pay OpenEdge fees ("Fees") for the Services and equipment in accordance with the rates set forth on Exhibit B. OpenEdge reserves the right to adjust the Fees at any time. Merchant's continued use of the applicable Services beyond the effective date of the price change will be deemed Merchant's consent to such price change. Merchant will also pay all taxes and other charges imposed by any governmental authority on the Services.

3.3 Other Amounts Owed. Merchant will immediately pay to OpenEdge any amount incurred by OpenEdge attributable to this Agreement including but not limited to returns, unauthorized Returns, Chargebacks, non-sufficient fund fees, and ACH debits that overdraw the Settlement Account, Reserve Account (defined below) or are otherwise dishonored, if applicable. OpenEdge will debit via ACH the Settlement Account, Reserve Account, or any other account Merchant has at any financial institution, for any amount Merchant owes OpenEdge under this Agreement or under any other contract, note, or guaranty, now existing or later entered into between Merchant and OpenEdge, whether Merchant's obligation is direct, indirect, primary, secondary, fixed, contingent, joint or several. If such debit does not fully reimburse OpenEdge for the amount owed, Merchant will immediately pay OpenEdge such amount.

3.4 Charges and Settlement Procedures, Settlement Account.

A. Settlement. Merchant will designate and maintain a settlement account ("Settlement Account") with a balance of available funds sufficient to cover Merchant's obligations under this Agreement. OpenEdge will debit the Fees from the Settlement Account once each business day for the previous business day's activity, once each month for the previous month's activity, or will set off the Fees from the funds due to Merchant attributable to transactions presented to OpenEdge, in its discretion.

B. Authorization. Merchant irrevocably authorizes OpenEdge to credit and debit the amounts Merchant owes OpenEdge for Fees and for amounts OpenEdge owes Merchant from and to the Settlement Account. This authority will remain in full force and effect for at least 2 years after termination of this Agreement whether or not Merchant has notified OpenEdge of a change to the Settlement Account. Merchant must obtain its prior written consent to change the Settlement Account. If Merchant changes the Settlement Account without its consent, OpenEdge may immediately terminate this Agreement and may take other action OpenEdge deems necessary, in its sole discretion. Merchant also authorizes the financial institution(s) at which Merchant maintains its Settlement Account to act in accordance with instructions from OpenEdge regarding funds in the Settlement Account, including transferring funds in the Settlement Account to OpenEdge. Merchant will indemnify and hold harmless the financial institution(s) at which Merchant maintains Merchant's Settlement Account

for acting in accordance with any instruction from OpenEdge regarding the Settlement Account. C. Withholding. Merchant agrees that this Agreement is a contract of financial accommodation within the meaning of the Bankruptcy Code, 11 U.S.C. § 365 as amended from time to time. OpenEdge will deposit into the Settlement Account funds processed by Merchant and will provide Merchant provisional credit for such funds (less recoupment of any credits, adjustments, fines, Returns, Chargebacks, Fees or other costs). Final credit for those provisional funds will be granted in OpenEdge's sole discretion. OpenEdge, and not Merchant, owns all provisional funds, and title to such funds does not pass to Merchant until all amounts owed to OpenEdge is paid or recouped and OpenEdge deems such provisional credit final, in its reasonable discretion. Merchant understands and agrees that OpenEdge may withhold deposit and payment to Merchant without notice if OpenEdge determines, in its sole discretion, that a transaction or batch of transactions poses a risk of loss. OpenEdge is not responsible for any losses Merchant may incur, including but not limited to non-sufficient fund fees, due to such delayed deposit of funds. Merchant acknowledges that Merchant's obligation to OpenEdge for all amounts owed under this Agreement arise out of the same transactions as its obligation to deposit funds into the Settlement Account.

D. Deposits. OpenEdge will initiate a deposit to the Settlement Account upon receipt of funds. The deposit will be initiated the next business day following the funding hold period. The funding hold is determined during the underwriting process. Business days shall include any Monday through Friday, excluding holidays observed by the Federal Reserve. Merchant authorizes OpenEdge to initiate reversal or adjustment entries and initiate or suspend such entries as may be necessary to grant Merchant conditional credit for any entry.

E. Reports and Asserted Errors. A statement detailing the Fees will be made available to Merchant at www.myxcheckonline.com. Merchant must promptly examine all statements, and immediately notify OpenEdge in writing of any errors. Merchant's written notice must include: (1) Merchant's name and account number; (2) the dollar amount of the asserted error; (3) a description of the asserted error; and (4) an explanation of why Merchant believes an error exists and the cause of it, if known. That written notice must be received by OpenEdge within 30 calendar days after the applicable statement containing the asserted error was made available to Merchant. Merchant waives all rights to make any claim against OpenEdge or any other party for any loss or expense relating to any asserted error after such 30 day period.

3.5 Security Interests, Reserve Account, Recoupment and Set-Off.

A. Security Interests. This Agreement is a security agreement under the Uniform Commercial Code. Merchant grants to OpenEdge a security interest in and lien upon: (1) all funds at any time in the Settlement Account, regardless of the source of such funds; (2) all funds at any time in the Reserve Account, regardless of the source of such funds; and (3) any and all amounts which may be due to Merchant under this Agreement including, without limitation, all rights to receive any payments or credits under this Agreement (collectively, the "Secured Assets"). Merchant agrees to provide other collateral or security to OpenEdge to secure Merchant's obligations under this Agreement upon its request. These security interests and liens will secure all of Merchant's obligations under this Agreement and any other agreements now existing or later entered into between Merchant and OpenEdge. This security interest may be exercised by OpenEdge without notice or demand of any kind by making an immediate withdrawal or freezing the Secured Assets.

B. Perfection. Upon request by OpenEdge, Merchant will execute one or more financing statements, security agreements, account control agreements, or other documents to evidence this security interest. Merchant represents and warrants that no

other person or entity has a security interest in the Secured Assets. Merchant will obtain OpenEdge's written consent prior to granting a security interest of any kind in the Secured Assets to a third party. Merchant agrees that this is a contract of recoupment and OpenEdge is not required to file a motion for relief from a bankruptcy automatic stay in order for OpenEdge to foreclose on, collect or sell any of the collateral (including any Settlement Account and/or Reserve Account). Nevertheless Merchant agrees not to contest or object to any motion for relief from the automatic stay filed by OpenEdge. Merchant authorizes OpenEdge and appoints OpenEdge as Merchant's attorney in fact to sign Merchant's name to any financing statement used for the perfection of any security interest or lien granted hereunder.

C. Reserve Account. OpenEdge may establish and maintain a non-interest bearing deposit account on Merchant's behalf ("Reserve Account") at a financial institution OpenEdge chooses, initially or at any time in the future, and may fund the Reserve Account with sums sufficient to satisfy Merchant's current and future obligations as determined by OpenEdge. Merchant authorizes OpenEdge to debit the Settlement Account or any other account Merchant has at any financial institution in order to establish or maintain funds in the Reserve Account. OpenEdge may deposit into the Reserve Account funds OpenEdge would otherwise be obligated to pay Merchant for the purpose of establishing, maintaining or increasing the Reserve Account in accordance with this Section if OpenEdge determines such action is reasonably necessary to protect its interests. OpenEdge may, without notice to Merchant, apply deposits in the Reserve Account against any outstanding amounts Merchant owes under this Agreement or any other agreement between Merchant and OpenEdge. Also, OpenEdge may exercise its rights under this Agreement against the Reserve Account to collect any amounts due to OpenEdge including, without limitation, rights of set-off and recoupment.

D. Funds in the Reserve Account. Merchant agrees that Merchant will not use any funds in the Reserve Account for any purpose, including but not limited to paying Chargebacks, Fees, fines or other amounts Merchant owes OpenEdge under this Agreement. OpenEdge controls all funds in the Reserve Account, and OpenEdge (and not Merchant) shall have sole control of the Reserve Account.

E. Recoupment and Set Off. OpenEdge has the right of recoupment and set-off. This means that OpenEdge may offset or recoup any outstanding/uncollected amounts owed by Merchant from: (1) any amounts OpenEdge would otherwise be obligated to deposit into the Settlement Account or Reserve Account; (2) any other amounts OpenEdge may owe Merchant under this Agreement or any other agreement; and (3) any funds in the Settlement Account or Reserve Account. Merchant acknowledges that in the event of a bankruptcy proceeding, in order for Merchant to provide adequate protection under Bankruptcy Code § 362 and/or 365 to OpenEdge, Merchant must create or maintain the Reserve Account as required by OpenEdge, and OpenEdge must have the right to offset and recoup against the Reserve Account for any and all obligations which Merchant may owe to OpenEdge, without regard to whether the obligations relate to transactions initiated or created before or after the filing of the bankruptcy petition.

F. Remedies Cumulative. The rights and remedies conferred upon OpenEdge in this Agreement, at law or in equity, are not intended to be exclusive of each other. Rather, each and every right of ours under this Agreement, at law or in equity, will be cumulative and concurrent and in addition to every other right.

IV. Third Party Requirements

4.1 NACHA Requirements. Merchant authorizes OpenEdge, as a third party sender (as defined in the NACHA Rules), to act as Merchant's agent in processing ACH entries or check image deposits for Merchant, and acknowledges its understanding that OpenEdge will establish one or more clearing accounts with, and submit ACH entries or deposits on Merchant's behalf, to an ODFI selected by OpenEdge.

4.2 Originator Rules. Merchant: (A) assumes the responsibilities of and makes the warranties of an Originator (as defined in the NACHA Rules) and agrees to reimburse OpenEdge and the ODFI for returns, reversals, adjustments, reclamations and warranty claims and responsibilities related to Merchant's ACH entries or check image deposits; (B) agrees to comply with the NACHA Rules, including but not limited to the requirements of Article Three (Obligations of Originators), Article Five (Obligations of Third-Party Senders) and if international ACH entries are initiated by Merchant, the NACHA Rules applicable to IAT ACH entries, all of which are available at www.nacha.org; (C) agrees to comply with all applicable state and federal laws, rules and regulations, including but not limited to sanction laws administered by the Office of Foreign Assets Control, the Electronic Funds Transfer Act, the Unlawful Internet Gambling Enforcement Act, the Check Clearing for the 21st Century Act, and Federal Reserve Board Regulation E (the foregoing and the ACH Rules are, collectively, the "Applicable Rules"); and (D) acknowledges that ACH entries may not be initiated or deposits made that violate the laws of the United States, including but not limited to the sanctions laws, regulations and orders administered by OFAC, laws, regulations, rules and orders administered by FinCEN, and any state laws, regulations or orders applicable to the providers of ACH payment services.

4.3 Entries and Authorizations. Merchant represents and warrants as to each ACH entry that Merchant has obtained the necessary authorizations under the NACHA Rules and Applicable Rules and that Merchant shall not initiate any funds transfer after the authorization for the same has been revoked (or the agreement between Merchant and OpenEdge has been terminated).

With respect to each entry OpenEdge sends to the ODFI on Merchant's behalf, Merchant represents and warrants to OpenEdge and the ODFI that such entry is in compliance with United States law, including, but not limited to, rules promulgated and programs administered by OFAC and FinCen, that no such entry violates United States law, including, but not limited to, rules promulgated and programs administered by OFAC and FinCen, that Merchant is not acting on behalf of or transmitting funds to any party subject to OFAC sanctions and that such entry complies with the laws and payment system rules of the receiving country.

Merchant acknowledges that OpenEdge, the ODFI and other parties must comply with the NACHA Rules, Applicable Rules and United States law. The performance by each of these parties, including the ODFI, of obligations with respect to such entries may cause delays in processing, settlement and/or availability of the entries. Merchant waives and releases OpenEdge and the ODFI from any liability or obligation, including, but not limited to, funds availability obligations, caused by or arising out of any such delay associated with such entries.

4.4 Review. Merchant understands that OpenEdge and the ODFI have the right to: (A) review, monitor and audit Merchant's ACH transactions, processes and procedures for compliance with this Agreement and the NACHA Rules; (B) limit the amount of ACH entries processed for Merchant; and (C) suspend, discontinue or terminate processing based on their assessment of the risk posed to OpenEdge, the ODFI and/or the breach or termination of Merchant's agreements with OpenEdge.

4.5 Accuracy of Information and Errors. Merchant is responsible for the results of using OpenEdge, the Services,

and for the accuracy and adequacy of the data Merchant or OpenEdge provides to the ODFI. Merchant authorizes the ODFI to act on any instruction which has been or reasonably appears to have been sent by OpenEdge or Merchant, including but not limited to funds transfer instructions. The ODFI is not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. Merchant understands that if Merchant or OpenEdge provides the ODFI with incorrect information or if there is any error in the instruction Merchant accepts full responsibility for losses resulting from any of the errors, duplication, ambiguities or fraud in the information that was provided to the ODFI. Neither OpenEdge nor the ODFI is responsible to third parties (such as, but not limited to, third party service providers and the third parties to whom wire or ACH debit or credits are transmitted and Merchant shall defend, indemnify and hold the ODFI harmless from, the actions or omissions of OpenEdge, and Merchant shall defend, indemnify and hold both OpenEdge and the ODFI harmless from any claim made against OpenEdge or the ODFI arising out of Merchant's use of the Services, breach of this Agreement, or breach of any warranty under the NACHA Rules. IN NO EVENT WILL OpenEdge OR THE ODFI BE LIABLE OR RESPONSIBLE FOR, AND MERCHANT BEARS ALL RISK ASSOCIATED WITH, FOREIGN EXCHANGE CONVERSION AND ANY GAINS AND LOSSES RESULTING FROM THE CONVERSION OF CURRENCIES IN CONNECTION WITH ANY ENTRY.

4.6 Survival of Article IV. This Article IV shall survive the termination of the agreement between OpenEdge and the ODFI. Notwithstanding anything to the contrary elsewhere in the Agreement, the ODFI shall be considered an intended beneficiary of this Article IV and is entitled to enforce its terms. This Article IV is agreed to in consideration of the ODFI's agreement to serve as the ODFI. Merchant waives notice of the ODFI's acceptance of this Article IV.

V. Confidential Information

5.1 Information. For purposes of this Agreement "Confidential Information" means information belonging or relating to OpenEdge's business, including without limitation, the Software, its technology, the method of processing transactions, computer programs, software, message formats, procedures, forms, related materials, this Agreement, client lists, client information and pricing information. Merchant acknowledges that the Confidential Information has been developed through the expenditure of a significant amount of effort and resources. Merchant will not use for Merchant's own purposes, will not disclose to any third party, and will retain in strictest confidence all Confidential Information. Merchant will safeguard the Confidential Information by using the same degree of care and discretion that Merchant uses to protect Merchant's own confidential information.

5.2 Remedy. Merchant agrees that the Confidential Information constitutes trade secrets and that disclosures to others may result in loss or irreparable damage. Thus, if Merchant breaches this Section 5, OpenEdge will be entitled to injunctive relief in addition to any other rights to which OpenEdge may be entitled, without the necessity of proof of actual damages.

VI. Term and Termination

6.1 Term. This Agreement will have an initial term of one year. After the initial term of this Agreement, this Agreement will be automatically extended for successive 1 year periods on the same terms, unless Merchant gives OpenEdge written notice of termination at least 60 days prior to the expiration of the then current term.

6.2 Termination. The parties will have the following rights:

A. Termination by OpenEdge. OpenEdge may terminate this Agreement for any reason without prior notice at any time, which termination may be effective immediately.

B. Termination by Merchant. Merchant has no right to terminate this Agreement except as provided in this subsection. If OpenEdge fails to perform its obligations under this Agreement, and Merchant desires to terminate this Agreement, then Merchant must give written notice to OpenEdge stating such intent, identifying the nonperformance, and giving OpenEdge the opportunity to remedy such nonperformance for a period of 60 days following the date notice is given. Upon expiration of such 60 day cure period, if the performance has not been remedied, Merchant may terminate this Agreement.

6.3 Early Termination. If Merchant terminates this Agreement before the end of the initial term or any renewal term in violation of this Agreement Merchant will immediately pay OpenEdge, as a deconversion cost, an early termination fee equal to \$99.00. Merchant agrees that the early termination fee is not a penalty, but rather is reasonable in light of the financial harm caused by Merchant's early termination. Other remedies OpenEdge may have under this Agreement still apply.

6.4 Effect of Termination. All of Merchant's obligations regarding transactions OpenEdge processes under this Agreement will survive termination. Merchant must maintain in the Settlement Account and Reserve Account enough funds to cover all Chargebacks, deposit charges, obligations, refunds and fees incurred by Merchant for at least 2 years after termination of this Agreement. Merchant authorizes OpenEdge to charge those accounts, or any other account maintained under this Agreement, for all such amounts. If the amount in the Settlement Account or Reserve Account is not adequate, Merchant will pay OpenEdge the amount Merchant owes OpenEdge upon demand, together with all costs and expenses incurred to collect that amount, including reasonable attorneys' fees. After the expiration of such 2 year period Merchant must provide OpenEdge with written notification indicating Merchant desires a release of any funds remaining in the Reserve Account in order to receive such funds.

VII. Indemnification and Limitation of Liability

7.1 Indemnification. Merchant will hold harmless and indemnify OpenEdge, its employees and agents against: (A) all claims by third parties arising out of this Agreement; (B) all attorneys' fees, collection costs, and other costs and expenses paid or incurred by OpenEdge in the enforcement of this Agreement, including but not limited to those resulting from any breach by Merchant of this Agreement and those related to any bankruptcy proceeding; (C) any action OpenEdge takes against the Settlement Account, Reserve Account, or any other account, pursuant to this Agreement; (D) any failure by Merchant or Merchant's employees, agents, or affiliates to comply with the terms of this Agreement; and (E) any damage due to equipment or software not purchased or leased from OpenEdge. This indemnification shall survive termination of this Agreement. Merchant is responsible and liable for the acts and omissions of Merchant's employees, agents and representatives (whether or not acting within the scope of their duties).

7.2 Limitation of Liability. Any liability of ours under this Agreement, whether to Merchant or any other party, whatever the basis of the liability, shall not exceed in the aggregate the difference between (A) the amount of Fees paid by Merchant to OpenEdge

during the month in which the transaction out of which the liability arose occurred; and (B) assessments, Chargebacks, and offsets against such Fees which arose during such month. In the event more than one month is involved, the aggregate amount of its liability shall not exceed the lowest amount determined in accordance with the foregoing calculation for any one month involved. Neither OpenEdge, nor any of its agents, officers, directors, or employees shall be liable for indirect, special, or consequential damages, even if advised of the possibility of such damages.

VIII. General

8.1 Assignment. Merchant may not assign this Agreement or the rights under this Agreement without its prior written consent and any purported assignment without such consent shall be void. This Agreement will be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties. OpenEdge may use third parties to deliver the Services to Merchant. OpenEdge may assign this Agreement to any third party upon giving notice to Merchant.

8.2 Governing Law and Jurisdiction. This Agreement shall be exclusively governed by and construed according to the laws of the State of Delaware. The parties irrevocably submit to the exclusive jurisdiction of any state court in State of Georgia (and any federal court having jurisdiction in Fulton County, Georgia), in any action, suit or proceeding brought under this Agreement and waive, to the fullest extent it may do so, the defense of forum non conveniens.

8.3 Waiver of Trial by Jury. The parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement

8.4 Relationship of the Parties. Merchant and OpenEdge will be deemed to be independent contractors and will not be considered to be agent, servant, joint venturer or partner of the other.

8.5 Entire Agreement. The terms of the Merchant Application, the Schedule and the Exhibit are incorporated into the Agreement by reference. The terms of the Merchant Application and this Agreement set forth the entire understanding between OpenEdge and Merchant relating to its subject matter, and all other understandings, written or oral, are superseded.

8.6. No Waiver of Rights. No failure or delay by OpenEdge in exercising any power, right or remedy under this Agreement shall operate as a waiver. All waivers by OpenEdge must be in writing and signed by OpenEdge.

8.7 Voidness. If for any reason any court of competent jurisdiction finds any provision of this Agreement to be void or voidable, OpenEdge and Merchant agrees that the court may reform such provision(s) to render the provision(s) enforceable ensuring that the restrictions and prohibitions contained in this Agreement shall be effective to the fullest extent allowed under applicable law.

8.8 Construction of Terms. The captions used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. Section 1.3, Sections 2.2 through 2.8, Article III, Article IV, Article V, Sections 6.3 and 6.4, Article VII and Article VIII of this Agreement shall survive its termination.

8.9 Copies. A facsimile of the Merchant Application or this Agreement bearing a party's signature or a printed copy of the original, signed document scanned in .pdf or .tiff format shall have the same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes.

8.10 Force Majeure. The parties shall be released from liability under this Agreement for failure to perform any of the obligations where such failure to perform occurs by reason of any force majeure event, including, without limitation, act of God, fire, flood, storm, earthquake, tidal wave, communication failure, sabotage, war, military or terrorist operation, national emergency, mechanical or electronic breakdown, civil commotion, or the order requisition, request or recommendation of any government agency or acting governmental authority or either party's compliance therewith, or governmental regulation or priority or any other cause beyond either party's reasonable control whether similar or dissimilar to such causes.

8.11 Electronic Statements. By executing this Agreement, Merchant consents to the electronic delivery of statements, required notices and other OpenEdge related documents, in the format described in Section 8.12 below.

8.12 Notice. Any notice required to be provided to Merchant by this Agreement will be effective when OpenEdge Payments LLC sends it to the email address Merchant provided in the Merchant Application, or to the physical address Merchant provided in the Merchant Application, or the most recent address OpenEdge Payments LLC has in its records, by registered or certified mail or a nationally recognized overnight courier, at its option. Any notice required to be provided to OpenEdge Payments LLC by this Agreement will be effective when sent by registered or certified mail or a nationally recognized overnight courier to the following address:

OpenEdge Payments LLC
2436 West 700 South
Pleasant Grove, Utah 84062
Attention: General Counsel

8.13 Amendments to this Agreement, Merchant Application and Additional Services. Merchant understands that OpenEdge Payments LLC reserves the right to amend this Agreement, and the Merchant Application, at any time by providing Merchant notice of such amendments in the method described in Section 8.12. OpenEdge reserves the right to discontinue or modify this Agreement in its sole discretion upon such notice. Merchant's continued use of its Services after Merchant has been notified of any amendment(s) that have been made shall be deemed Merchant's consent to the terms in the revised Agreement. Such amendments shall be inapplicable to disputes arising, or arising out of an event occurring, prior to the date notice of such amendment was sent to Merchant.

EXHIBIT A

Definitions

- 1. ACH:** means the Automated Clearing House financial network.
- 2. Agreement:** means the OpenEdge Check Services Agreement, together with all of its exhibits and the Merchant Application.
- 3. OpenEdge:** means OpenEdge Payments LLC, a Delaware corporation, with offices at 2436 West 700 South Pleasant Grove, Utah 84062.
- 4. Chargeback:** means a type of Return that occurs when a bank account holder claims they did not authorize a transaction, when the account holder and the customer are not the same person (i.e., identity theft), when the authorization was not properly obtained from Merchant's customer or when a customer does not recognize a transaction.
- 5. Fees:** shall have the meaning ascribed to it in Section 3.2 of the Agreement.
- 6. FinCEN:** means the United States' government's Financial Crimes Enforcement Network.
- 7. Merchant:** means the merchant set forth on the Merchant Application, including its owners, agents, and employees.
- 8. Merchant Application:** means the merchant application attached to this Agreement.
- 9. Merchant Data:** means information in OpenEdge's possession, including that information provided on the Merchant Application as it may be updated and corrected from time to time.
- 10. NACHA Rules:** means the Operating Rules promulgated by the electronic transactions association NACHA, which are available at <http://www.nacha.org>.
- 11. ODFI:** means the originating depository financial institution that receives and processes electronic checks submitted by Merchant to OpenEdge under this Agreement.
- 12. OFAC:** means the United States government's Office of Foreign Assets Control.
- 13. Reserve Account:** shall have the meaning ascribed to it in Section 3.5 (C) of the Agreement.
- 14. Return:** means an ACH transaction rejected before being completely processed by the customer's bank (e.g., NSF, invalid account number, account closed, etc.).
- 15. Secured Assets:** shall have the meaning ascribed to it in Section 3.5 (A) of the Agreement.
- 16. Services:** means the electronic check processing and related services provided by OpenEdge to Merchant under this Agreement, including any or all of the following:
 - a. ACH Services:** shall have the meaning ascribed to it in Section 1.1 (B) of the Agreement.
 - b. Check21 Services:** shall have the meaning ascribed to it in Section 1.1 (C) of the Agreement.
 - c. Check Verification Services:** shall have the meaning ascribed to it in Section 1.1 (D) of the Agreement.
 - d. Routing Services:** shall have the meaning ascribed to it in Section 1.1 (A) of the Agreement.
- 17. Settlement Account:** shall have the meaning ascribed to it in Section 3.4 (A) of the Agreement.
- 18. Software:** shall have the meaning ascribed to it in Section 1.1 (G) of the Agreement.
- 19. Professional Service Providers:** means third-party service providers engaged by OpenEdge to provide services to Merchant or OpenEdge related to Merchant's use of the Services.

CARD SERVICES TERMS & CONDITIONS – GOVERNMENT ENTITIES

1. GENERAL.

- 1.1. The "**Card Services Agreement**" consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or "**you**"), Global Payments Direct, Inc. ("**Global Direct**"), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant if Merchant has signed the appropriate space in the Acceptance of Terms & Conditions/Merchant Authorization section of the Merchant Application. The member bank identified in the Merchant Application ("**Member**") is a member of Visa USA, Inc. ("**Visa**") and Mastercard International, Inc. ("**Mastercard**"). Global Direct is a registered independent sales organization of Visa®, a member service provider of Mastercard®, a registered Program Participant of American Express Travel Related Services Company, Inc. ("**American Express**"), and a registered acquirer for Discover Financial Services LLC ("**Discover**"). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.
- 1.2. Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express®, Discover® and PayPal® transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Card Services Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB®, China UnionPay®, Diner's Club® and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Card Services Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.
- 1.3. Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the "**Services**"). Any Merchant accepted by Global Direct for card processing services agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future. ***A Merchant's submission of a transaction to Global Direct shall be deemed to signify Merchant's Acceptance of the Card Services Agreement, including the Terms and Conditions herein.***
- 1.4. Except as expressly stated in the first three paragraphs of section 13, all terms and conditions of this Card Services Agreement shall survive termination.

2. SERVICE DESCRIPTIONS.

- 2.1. Credit Card Processing Services: Global Direct's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, Mastercard, American Express, Diners, Discover); settlement; dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant's request, Global Direct may facilitate the transmission of certain payment card transactions ("**Switched Transactions**") to the respective card issuers, including but not limited to American Express, Diners Club and various fleet, private label and commercial cards. Switched Transactions require Global Direct's prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.
- 2.2. EBT Transaction Processing Services: Global Direct offers electronic interfaces to Electronic Benefits Transfer ("**EBT**") networks for the processing of cash payments or credits to or for the benefit of benefit recipients ("**Recipients**"). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services ("**FNS**") food stamp benefits ("**FS Benefits**") and/or

government delivered cash assistance benefits ("**Cash Benefits**," with FS Benefits, "**Benefits**") to Recipients through the use of a state-issued card ("**EBT Card**").

- 2.3. Provisions regarding debit card services are set forth in section 27 below.
- 2.4. Provisions regarding Decline Minimizer Services are set forth in section 29 below.
- 2.5. Provisions regarding CallPop OpenEdge Services are set forth in section 30 below.
- 2.6. With respect to Visa and Mastercard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant's account(s) will be charged pursuant to section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or Mastercard product that it has elected not to accept.

3. PROCEDURES.

- 3.1. Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, and to be bound by the operating regulations, requirements, and rules of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time. Merchant acknowledges that the Card Acceptance Guide is located on Global Direct's website at www.globalpaymentsinc.com. Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry ("**PCI**") Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, Mastercard's Site Data Protection Program, and Payment Application Best Practices. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.
- 3.2. Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction. To the maximum extent permissible under applicable law, Merchant will indemnify and hold Global Direct and Member harmless from any fines and penalties issued by Visa, Mastercard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such fines, penalties, fees and costs except to the extent that such fines, fees or costs arise solely from the gross negligence or willful misconduct of Global Direct.
- 3.3. Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable laws, rules and regulations related to both: (a) the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("**Truncation Laws**"); and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("**Laws on Collection of Personal**

Information"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all Truncation Laws and Laws on Collection of Personal Information and will, to the maximum extent permissible under applicable law, indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of Truncation Laws or Laws on Collection of Personal Information as a result of transactions processed at Merchant's location(s).

3.4. Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form a part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.

4. **MARKETING.** Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement.

5. **PAYMENT, CHARGES AND FEES.** Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct, a third party through Global Direct, or directly by a third party with Global Direct collecting monies with respect thereto (e.g., a POS Vendor Fee), shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges). With respect to POS Vendor Fees, Global Direct does not control and is not responsible for the POS Vendor Fees charged to Merchant, and the pricing for any such fees depends on Merchant's agreement with such third party. Merchant shall at all times maintain one or more commercial checking accounts with Member or with another financial institution of Merchant's choice acceptable to Member and Global Direct that belongs to the Automated Clearing House ("ACH") network and which can accept ACH transactions. Merchant will be paid for indebtedness purchased under this Card Services Agreement by credit to Merchant's account(s). Merchant's account(s) will be credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the rules and regulations of a card association or network organization. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant's account(s) on a daily basis. Merchant agrees to pay and Merchant's account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's account(s) will be debited for all fees, fines, penalties, etc. charged or assessed by third parties, the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's account(s) may be debited or credited, without notice, and if Merchant's account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).

6. **EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.**

6.1. Merchant agrees that it will not acquire any title, copyrights, or any other proprietary right to any advertising material; leased equipment including imprinters, authorization terminals, card reader hardware or printers; software; credit card authenticators; unused forms (online or paper); all hardware and software

related to the CallPop OpenEdge Services (as defined below); and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("**Software**"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all time, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software, or transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, or any other malicious or unauthorized code. Merchant's use of such Software shall be limited to that expressly authorized by Global Direct. Global Direct's suppliers are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.

- 6.2. The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s). If Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct if any leased item of equipment is lost, destroyed, stolen or rendered inoperative. To the extent permissible under applicable law, Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees, to the extent permissible under applicable law, to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within 60 days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after 60 days.
- 6.3. Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing Services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing Services under this Card Services Agreement to any other party.
- 6.4. Merchant acknowledges that it may directly obtain software platform services from a third party that facilitate or integrate Global Direct's Services as set forth in section 2. Global Direct does not control and is not responsible for such software platform services or any fees (and their occurrence) charged by such third party to Merchant related to such software platform services. The pricing for Merchant's use of any third-party platform services and any associated fees depends on Merchant's agreement with such third party. Merchant authorizes Global Direct to collect all monies related to Merchant's use of such third-party software (i.e., the POS Vendor Fee) on behalf of such third party as set forth in the Merchant Application and Merchant's agreement with such third party. Global Direct is not responsible for the acts or omissions of any

third party and shall have no responsibility for or liability in connection with any software platform services Merchant receives from a third party, even if Global Direct collects monies with respect to such software or services. Global Direct makes no representation or warranty with respect to such third party's software platform services or such third party's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination.

7. **FINANCIAL INFORMATION.** Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the operating rules or regulations of the card associations or network organizations, by law, or by Global Direct as specifically requested in writing in individual cases.
8. **CHANGE IN BUSINESS.** Merchant agrees to provide Global Direct and Member 60 days prior written notice of its: (a) transfer or sale of any substantial part (ten percent or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified to address issues arising therefrom, including but not limited to requirements of applicable card associations or network organizations.
9. **TRANSFERABILITY.** This Card Services Agreement is not transferable by Merchant without the prior written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be limited to, the authority and right to debit the Merchant's account(s) as described herein.
10. **WARRANTIES AND REPRESENTATIONS.**
 - 10.1. Merchant warrants and represents to Global Direct and Member: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with his instructions; (c) that Merchant will comply fully with all federal, state and local laws, rules and regulations applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that the sales transaction shall have been consummated and the sales slip prepared in full compliance with the provisions of the Card Acceptance Guide and the operating regulations and rules of the applicable card association or network organization, as amended from time to time; (g) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (h) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (i) that sales transactions submitted hereunder for purchase representing sales to any principal, partner, or proprietor of

Merchant shall not constitute an unreasonable portion of Merchant's transactions relative to the Merchant's legitimate business requirements, (j) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation PCI Data Security Standards, Visa's Cardholder Information Security Program and Mastercard's Site Data Protection Program, and (k) that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. If that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents an unreasonable sales transaction to any principal, partner, or proprietor, of Merchant, such sales transaction may be refused or charged back.

10.2. Merchant must notify Global Direct if Merchant elects to use the terminal service of American Express, Novus, or any other third-party provider. If Merchant elects to use a third-party terminal provider, that provider becomes Merchant's agent for the delivery of card transactions to Global Direct via the applicable card-processing network. Global Direct and Member shall have no responsibility for or liability in connection with any hardware, software or services Merchant receives from a third party agent, even if Global Direct collects monies with respect to such hardware, software or services. Neither Global Direct nor Member makes any representation or warranty with respect to such agent's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination. Merchant agrees to assume full responsibility and liability for any failure of such agent to comply with the operating regulations and rules of the applicable card association or network organization, including without limitation any violation, which results in a chargeback to the Merchant. Global Direct and Member have no responsibility for any card transactions until it receives data for the card transaction in the format required by Global Direct. Merchant also agrees that the obligation hereunder to reimburse the Merchant for the value of the card transactions captured by an agent is limited to the value of the transactions (less applicable fees) received by the card-processing network from the agent.

10.3. ***Neither Member, nor Global Direct, nor any Supplier makes any representations or warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose with respect to any terminal, any equipment, software or services leased, sold, or otherwise furnished hereunder.***

11. **INDEMNITY.** Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. To the extent permissible under applicable law, Merchant agrees to indemnify defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the rules and regulations of any card association or applicable laws; (b) any card transaction or any act or omission of Merchant in connection with a cardholder; (c) Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the card association rules and regulations or any violation by Merchant of laws, rules and regulations applicable to Merchant; (d) the rescission, cancellation or avoidance of any card transaction, by

operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant, whether or not well founded, with respect to this Card Services Agreement or a card transaction; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; or (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information. For purposes of this Card Services Agreement, including the foregoing indemnities to the extent permissible under applicable law, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

12. LIMITATION OF LIABILITY.

12.1. *Neither Member nor Global Direct shall be liable for failure to provide the Services or delay in providing the Services including processing delays or other non-performance if such failure is due to any cause or condition beyond such Party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, riots, war, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, telecommunications failures, equipment failures, unavoidable delays, the errors or failures of third party systems, non-performance of vendors, suppliers, processors or transmitters of information, or other similar causes beyond such party's control.*

12.2. *The liability of Global Direct and Member for any loss arising out of or relating in any way to this Card Services Agreement, including but not limited to damages arising out of any malfunction of the Equipment or the failure of the Equipment to operate, the unavailability or malfunction of the Services, personal injury or property damage, shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed three months average charge paid by Merchant hereunder (exclusive of interchange fees, assessments, and any other fees or costs that are imposed by a third party in connection with Merchant's payment processing) for the Services during the previous 12 months or such lesser number of months as shall have elapsed subsequent to the Effective Date of this Card Services Agreement. This shall be the extent of Global Direct's and Member's liability arising out of or relating in any way to this Card Services Agreement, including alleged acts of negligence, breach of contract, or otherwise and regardless of the form in which any legal or equitable action may be brought against Global Direct or Member, whether contract, tort, or otherwise, and the foregoing shall constitute Merchant's exclusive remedy.*

12.3. *Under no circumstances shall Global Direct or Member be liable for special, consequential, punitive or exemplary damages, including lost profits, revenues and business opportunities, arising out of or relating in any way to this Card Services Agreement, including but not limited to damages arising out of placement of a merchant's name on any terminated merchant list for any reason even if Global Direct or Member has been advised of the possibility of such damages. Under no circumstances shall Global Direct, or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Card Services Agreement.*

12.4. *It is agreed that in no event will Global Direct or Member be liable for any claim, loss, billing error, damage or expense arising out of or relating in any way to this Card Services Agreement which is not reported in writing to Global Direct by Merchant within 60 days of such failure to perform, or, if a billing error occurs, within 90 days of the date of the invoice or applicable statement. Merchant expressly waives any such claim that is not brought within the time periods stated herein.*

12.5. *Global Direct agrees to maintain commercially reasonable levels of insurance coverage during the term of the Card Services Agreement consistent with the scope and nature of its business and applicable industry best practices. Upon reasonable request, Global Direct shall deliver a certificate of insurance reflecting its then-current policy coverage and carriers.*

13. TERM AND TERMINATION.

13.1. This Card Services Agreement shall remain in full force and effect for an initial term of one year (the "**Initial Term**"). The Card Services Agreement will automatically renew for additional one year periods ("**Renewal Term**" or "**Renewal Terms**", and together with the Initial Term, the "**Term**") unless Merchant gives 30 days' advance written notice of termination prior to the end of the then-current term. This Card Services Agreement is expressly made subject to the limitations of the Merchant's state constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by Merchant, contrary to the any constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Card Services Agreement, with respect to any financial obligation of Merchant which may arise under this Card Services Agreement in any fiscal year, if the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Card Services Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the Merchant.

13.2. Notwithstanding the foregoing, Global Direct may terminate this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant's default in performing under any provision of this Card Services Agreement, upon an unauthorized conversion of all or any part of Merchant's activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant's terminal or other card reader, upon any failure to follow the Card Acceptance Guide or any operating regulation or rule of a card association or network organization, upon any misrepresentation by Merchant, upon commencement of bankruptcy or insolvency proceedings by or against the Merchant, upon a material change in the Merchant's average ticket or volume as stated in the Merchant Application, or if Global Direct reasonably deems itself insecure in continuing this Card Services Agreement.

13.3. If Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within 30 days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such 30-day period unless notification is withdrawn.

13.4. Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant's account(s). If the deposit has already been posted to Merchant's account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant's obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks even if such chargebacks come in after termination. If a termination occurs, all equipment leased from, and software provided by, Global Direct including but not limited to imprinters, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant's expense.

14. **RETURNED ITEMS/CHARGEBACKS.** If a cardholder disputes any transaction, if a transaction is charged back for any reason by the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant's accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the rules of the card associations and network organizations with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. A list of some common reasons for chargebacks is contained in the Card Acceptance Guide provided, however, that such list is not exclusive and does not limit the generality of the foregoing. If any such amount is uncollectible through withholding from any payments due

hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

15. RESERVE ACCOUNT.

15.1. At any time, Global Direct and Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations under this Card Services Agreement to such party ("**Reserve Account**"). The Reserve Account may be funded, at Global Direct's sole discretion, through any or all of the following: (a) direct payment by Merchant—at the request of Global Direct or Member, Merchant will deposit funds in the Reserve Account; or (b) the proceeds of indebtedness presented for purchase. Merchant hereby grants Member a security interest in all accounts referenced in section 5 or any other accounts, including certificates of deposits, maintained by Merchant with any designated depository or other financial institution and authorizes Global Direct (to the extent authorized by Member) or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. Merchant hereby instruct said financial institutions to honor any requests made by Global Direct and Member under the terms of this provision. To the extent permissible under applicable law, Merchant will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global Direct and Member.

15.2. Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the rules and regulations of the card associations or network organizations and (b) the period necessary to secure the performance of Merchant's obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant will not receive any interest on funds being held in a Reserve Account and Merchant has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purposes. Without limiting the generality of the foregoing, Merchant shall, upon termination of this Card Services Agreement, maintain the sum of at least five percent of gross sales for the 90-day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent of gross sales for the 90-day period prior to termination in a Reserve Account.

16. DEFAULT/SECURITY INTEREST.

16.1. Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), any of the accounts referred to in section 5 may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties: (a) all of the accounts referenced in the preceding sentence; (b) the Reserve Account; (c) any rights to receive credits or payments under this Card Services Agreement; and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent permitted by law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Merchant represents and warrants that: (a) Merchant has good and valid rights and title to the property described herein; (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card Services Agreement, without the consent or approval of any other person or entity; (c) no other person or entity has a security interest or lien in any of the property described herein; and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Card Services Agreement. Member shall have all rights of a

secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) instructions to its financial institutions to accept withdrawal requests from Global Direct, Member, and Merchant's agreement to hold such institutions harmless and to indemnify them, to the extent permissible under applicable law, are described above in section 15.

16.2. Merchant also agrees that, if a default by Merchant occurs, Member has a right of setoff and may apply any of Merchant's balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant under the terms of this Card Services Agreement. The rights stated herein are in addition to any other rights Global Direct, Member may have under applicable law.

17. DISPUTE RESOLUTION AND CLASS ACTION WAIVER

17.1. Any litigated action regarding, relating to or involving the validity, scope and/or enforceability of this Card Services Agreement, shall be brought in either the courts of the state of Georgia sitting in Muscogee County or the United States District Court for the Middle District of Georgia, and Merchant and Global Direct expressly agree to the exclusive jurisdiction of such courts. Merchant and Global Direct hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or Global Direct might otherwise have to personal jurisdiction or venue in such courts.

17.2. ***Class Action Waiver: Merchant acknowledges and agrees that all disputes arising out of or related to this Card Services Agreement shall be resolved on an individual basis without resort to any form of class action and shall not be consolidated with the claims of any other parties. Merchant further agrees to waive, and hereby waives, the right to participate in a class action or to litigate or arbitrate on a class-wide basis.***

17.3. Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the "**American Express Guide**").

18. **AMENDMENTS.** Global Direct may change the terms of or add new terms to this Agreement at any time and any such changes or new terms shall be effective when notice thereof is given by Global Direct either through written communication or on its Merchant website located at: <https://reporting.globalpay.com>. Notwithstanding anything herein to the contrary, all fees, charges and/or discounts charged to Merchant hereunder may be changed immediately and without prior written notice to Merchant, provided that Global Direct will notify Merchant of any such changes promptly, either through written communication or on the Merchant website listed above. If Merchant provides written objection to such changes or amendments, Merchant shall have 15 calendar days from receipt of such changes or amendments to provide written notice to Global Direct of its desire to terminate this Card Services Agreement. Following receipt of such written notice, the amendments communicated by Global Direct or Member shall not take effect, and the Card Services Agreement shall continue under the prior terms for a period of up to 30 days. At the end of such 30-day period, this Card Services Agreement shall terminate and Merchant's ability to utilize the Services will cease.

19. **WAIVER.** No provision of this Card Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Card Services Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Card Services Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

20. **EXCHANGE OF INFORMATION.** Merchant authorizes Global Direct to order a credit report on Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection

with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.

21. **GENERAL.** If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.
22. **NOTICES.** All notices required by this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc.- 3550 Lenox Road NE, Suite 3000, Atlanta GA 30326. Any notices sent to Merchant shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder. The parties hereto may change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving written notice to the other party.
23. **MERGER.** This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.
24. **EFFECTIVE DATE.** This Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur.
25. **DESIGNATION OF DEPOSITORY.** The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution ("**Depository**") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant's accounts. Depository, Member, and/or Global Direct may charge any of Merchant's accounts at Depository for any amount due under this Card Services Agreement. Global Direct must approve in writing any proposed changes to the account numbers or to the Depository. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.
26. **FINANCIAL ACCOMMODATION.** The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, if Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.
27. **DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.**
 - 27.1. Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "**Covered Terminals**") in each of the following debit card networks ("**Networks**"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Networks. Global Direct will provide connection to such Networks, terminal applications, settlement, and reporting activities. Merchant will comply with all federal, state, and local laws, rules, regulations, and ordinances ("**Applicable Laws**") and with all by-laws, regulations, rules, and operating guidelines of the Networks ("**Network Rules**"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for

Merchant in each Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.

27.2. Merchant shall not in any way indicate that Debit Sponsor endorses Merchant's activities, products, or services. Debit Sponsor and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this section 27 shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.

27.3. If the Debit Sponsor's sponsorship of Merchant in any Network is terminated prior to the termination of the Card Services Agreement, Global Direct may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this section necessary to enforce the rights and obligations of the parties contained in this section 27 shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Card Services Agreement to any parent, subsidiary, affiliate, or successor-in-interest.

28. **MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.** If Merchant accepts EBT transactions (as defined in section 2, Services Descriptions), Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "**Rules**"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "**Merchant**" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon 90 days written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "**State**" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.

29. **DECLINE MINIMIZER SERVICES.** If Merchant elects to use Global Direct's Decline Minimizer Service (as defined below), the following terms apply. Merchant represents and warrants that its business is of such a nature that it

periodically needs to receive updated cardholder account information and that Merchant does not belong to any high-risk categories as determined by any Card Schemes. In consideration of Merchant's payment of any fees and charges set forth herein, Global Direct agrees to provide to Merchant certain Card decline minimizer services facilitated by applicable card associations, which services are designed to assist merchants in recurring payment industries with maintenance of current cardholder account data (such services, the "**Decline Minimizer Services**"). The Decline Minimizer Services are subject to availability as determined by the card associations. Merchant acknowledges that a card association may terminate or suspend Global Direct's ability or right to provide the Decline Minimizer Services, and Global Direct may terminate its obligations with respect to the Decline Minimizer Service at any time upon notice to Merchant. The Decline Minimizer Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Card Services Agreement.

30. CALLPOP OPENEDGE SERVICES.

30.1. Global Direct offers hardware and services, which may include but are not limited to, phone/fax to VOIP smart box converter, phone analytics, two-way calling, call notes and call history, quick text for incoming and missed calls, reviews via text, text to pay, smart caller ID, reporting portal(s), and mobile application(s) among other things (collectively, the "**CallPop OpenEdge Services**") for Merchant's sole use with its internal business operations.

30.2. If Merchant elects to use Global Direct's CallPop OpenEdge Services (as defined above), the following terms apply. In consideration of Merchant's payment of the fees and charges set forth in the Merchant Application with respect to Global Direct's CallPop OpenEdge Services, and subject to the terms and conditions herein, Global Direct agrees to provide Merchant certain CallPop Services and hereby grants Merchant a limited, non-exclusive, non-sublicensable, non-transferable license in the United States of America to access and use the CallPop Open Edge Services (as defined above) solely for Merchant's internal business operations. Merchant shall not and shall not permit or authorize any other party to (a) decompile, disassemble, reverse engineer, or otherwise attempt to discern the source code of the CallPop OpenEdge Services; or (b) copy, modify, enhance, or otherwise create derivative works of the CallPop OpenEdge Services. Either party may terminate or suspend the CallPop OpenEdge Services without terminating the rest of the Card Services Agreement pursuant to the termination and/or suspension rights specified in the Card Services Agreement. Notwithstanding the foregoing, Global Direct may terminate its obligations with respect to the CallPop OpenEdge Services at any time upon notice to Merchant. The CallPop OpenEdge Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Card Services Agreement.

30.3. *Notwithstanding anything to the contrary herein, excepts as expressly provided herein, Global Direct makes no representation or warranty, express or implied with respect to the CallPop OpenEdge Services, including without limitation, any hardware provided in connection therewith. Global Direct specifically disclaims all warranties as to the merchantability, condition, design, or compliance with specifications or standards, and expressly disclaims all implied warranties, including without limitation implied warranties of merchantability, fitness for a particular use, or non-infringement of third party rights, with respect to the CallPop OpenEdge Services. Global Direct does not warrant that the CallPop OpenEdge Services will operate without interruption or on an error-free basis. Global Direct shall have not liability to Merchant for incidental, special, consequential, indirect or exemplary damages, including without limitation lost profits, revenues and business opportunities, or damages for injury to person or property, arising out of or in connection with the use by Merchant of the CallPop OpenEdge Services.*

31. **DISCOVER PROGRAM MARKS.** Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("**Discover Program Marks**"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program

Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

32. **PAYPAL MARKS.** PayPal Marks means the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. Merchant shall not use the PayPal Marks other than to display decals, signage, advertising, and other forms depicting the PayPal Marks that are provided to Merchant by Global Direct pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer. Merchant may use the PayPal Marks only to promote the services covered by the PayPal Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the PayPal Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

33. **AMERICAN EXPRESS CARD ACCEPTANCE.**

33.1. If Merchant accepts American Express transactions, Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "cardholder" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.

33.2. Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this section 33 shall have the same definition as "**Transaction Data**" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this section 33, "**Merchant Data**" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

33.3. Merchant hereby agrees that, if Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and

other fees payable by Merchant for American Express Card acceptance. **"High Charge Volume Merchant"** for purposes of this section 33 means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling 12-month period or (ii) greater than \$100,000 in American Express charge volume in any 3 consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed to together when determining whether Merchant has exceeded the thresholds above.

- 33.4. Merchant shall not assign to any third party any American Express-related payments due to it under this Card Services Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global Direct, its affiliated entities and/or any other cash advance funding source that partners with Global Direct or its affiliated entities, without consent of American Express.
- 33.5. In connection with Merchants acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the PCI Security Standards Council (including without limitation the PCI Data Security Standard). Merchant hereby agrees to report all actual or suspected Data Incidents (as such term is defined in the American Express Data Security Requirements) immediately to Global Direct and American Express immediately upon discovery thereof.
- 33.6. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Card Services Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global Direct customer service as described in this Card Services Agreement.
- 33.7. Without limiting any other rights provided herein, Global Direct shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

34. ELECTRONIC SIGNATURES.

- 34.1. Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when: (a) your electronic signature is associated with the Card Services Agreement and related documents, (b) you consent and intend to be bound by the Card Services Agreement and related documents; and (c) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.
- 34.2. By pressing Submit, you agree: (a) that the Card Services Agreement and related documents shall be effective by electronic means; (b) to be bound by the terms and conditions of this Card Services Agreement and related documents; (c) that you have the ability to print or otherwise store the Card Services Agreement and related documents; and (d) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

35. SURCHARGES/OTHER FEES.

- 35.1. Merchant pricing appears in the Card Services Fee Schedule of the Merchant Application. T&E merchants (airline, car rental, cruise line, fast food, lodging, restaurant, travel agent, transportation) may have separate rates quoted for consumer and commercial (business) transactions. Transactions that do not clear as priced

are subject to surcharges (as outlined in Merchant Application) that are billed back to you on your monthly statement. The most predominant market sectors and transactions types for surcharges appear in the Surcharge Addendum attached, however, such sectors and transaction types are not comprehensive and are subject to change. Most surcharges can be avoided by using a product that supports authorization and market data requirements established by the card associations and that are subject to change from time to time. Some surcharges occur on specific types of cards (including without limitation Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and "foreign" cards issued outside the United States). Unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, GSA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards. The card associations require that information from the original authorization, including a lifecycle identifier, be retained and returned with subsequent authorizations and/or the settled transaction data. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website (www.globalpaymentsinc.com) for best practices information and to license Global Access @dvantage (GA@) or Business View for transaction detail review.

35.2. The items listed in this section 35 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.

35.3. In addition, Merchant may be assessed additional fees which will be in addition to the fees stated on the Merchant Application, including the following:

35.4. Merchant will also be assessed: (a) Cross-Border fees and a U.S. Acquirer Support fee for international Mastercard and Maestro transactions; (b) an International Service Assessment fee and International Acquirer fee for international Visa transactions; and (c) an International Processing fee and International Service fee for international Discover transactions. These fees, which are applicable to transactions between Merchant and a non-U.S. Mastercard, Maestro, Visa, American Express, or Discover cardholder will be displayed as a separate item on Merchant's monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.

35.5. Merchant will also be assessed per transaction access or participation fees and assessment rates for Visa, Mastercard, American Express, Discover and PayPal transactions, which will be displayed as a separate item on Merchant's monthly statement and may include fees by both the applicable card association and Member or Global Direct.

35.6. Merchant will also be assessed a Discover Network Authorization Fee.

35.7. Merchant may also be assessed a PCI DSS Compliance fee, which will appear as a separate item on Merchant's monthly statement. This fee is assessed by Member and Global Direct in connection with Member and Global Direct's efforts to comply with the PCI Data Security Standard and does not ensure Merchant's compliance with the PCI Data Security Standard or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve Merchant of its responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI Data Security Standard. Merchant may also be assessed a PCI DSS Non-Compliance fee until they validate compliance or confirm they are using a PA DSS Validated payment application.

35.8. Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and

prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant's taxpayer identification number. Merchant will also be assessed a Mastercard CVC2 Transaction fee and the Mastercard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch or not properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant's total U.S. Mastercard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's Mastercard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

SURCHARGE ADDENDUM FOR PREDOMINANT MARKET SECTORS

Retail/Restaurant Electronic Merchant

If you are a Retail Merchant or a Restaurant Merchant with retail-only pricing (no Business Card Rate) and utilize a certified terminal product or electronic system or the payment application provided by Global Direct or its partner, which is designed for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation retail commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and all Commercial Cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale. Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for No Signature Required [NSR] program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions unless a Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or, Bar/Tavern (MCC 5513), Beauty/Barber Shop (MCC 7230), or Taxi/Limousines (MCC 4121).
- The electronic authorization amount must be equal to the transaction amount on Discover retail transactions except that Taxi Limousines (MCC 4121) and Beauty/Barber Shop (MCC 7230) merchant transactions may vary up to 20%. Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or Bar/Tavern (MCC 5513) transactions may vary by more than 20% from the electronic authorization without incurring surcharges.

Restaurant Electronic Merchant

If you are a Restaurant Merchant MCC 5812 or Fast Food Merchant MCC 5814 and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale. Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.

Supermarket Electronic Merchant

If you are an approved (certified) supermarket merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Supermarket Credit Card and Supermarket Check Card. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale. Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Emerging Market Electronic Merchant

If you qualify as an Emerging Market Merchant (as defined by Association guidelines from time to time) and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all the following requirements will be priced at the rates quoted. Any other transaction, including commercial card transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and non-magnetic stripe read foreign transactions will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. In addition, each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization.
- Settle and transmit batches same day via your terminal/electronic system. Provide market data as required. See Note.

NOTE: If card is not present and a magnetic stripe read does not occur, then Merchant may be required to comply with "Direct Marketer" market data requirements including AVS request on cardholder billing address at time of authorization. If card is present and cardholder signature is obtained, however the magnetic stripe is damaged, then Merchant may be required to obtain AVS match on cardholder billing address zip code.

MOTO Electronic Merchant

If you are a MOTO Merchant (non-magnetic swipe read transactions), and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate quoted. Any other transaction, including all foreign transactions and commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settle amount).
- Address Verification Request in authorization on cardholder billing address. For Discover transactions, Merchant must obtain full address verification request on street number and/or 9 digit postal code.
- CID verification for Discover merchants on non-recurring transactions. Purchase date (settled date) is ship date.
- Send order number with each transaction.
- Settle and transmit batches same day via your terminal/electronic system.
- Send level 3 data (line item detail, sales tax, customer code) with every eligible commercial card transaction.

NOTE: Card Not Present transactions involving one-time, recurring, or installment bill payment transactions are subject to additional card association requirements which must be complied with to avoid surcharges. Electronic commerce transaction requirements are also subject to additional card association requirements which must be complied with to avoid surcharges. Please refer to Card Acceptance Guide for additional requirements.

NOTE: Transactions which utilize our TouchTone Capture system for authorizations and settlement, settle beyond 48 hours, or are not transmitted via the TouchTone Capture system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

Public Sector Electronic Merchant

If you are an approved (certified) public sector merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Public Sector. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale. Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Purchase Card Electronic Merchant

If you are a Purchase Card Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets the following requirements will be priced at the rate quoted. Each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Each Visa business and commercial card transaction will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Any other transaction that does not meet the following requirements, including without limitation foreign transactions, tax-exempt Visa Commercial transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settled amount).
- Address Verification Request in authorization on cardholder billing address. Purchase date (settled date) is ship date.
- Send order number (customer code) with each transaction. Send tax amount with every transaction.
- Send Level 3 data (line item detail) with every eligible commercial card transaction. Sales tax exempt transactions will not be considered to meet these requirements unless they include Level 3 data (line item detail).
- Settle and transmit batches same day via your terminal/electronic system.

Lodging/Auto Rental Electronic Merchant

If you are a Lodging or Auto Rental Merchant utilizing a terminal or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation non-magnetic stripe read foreign transactions, and transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card

transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
- Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
- Obtain a cardholder signature for final transaction amount. Purchase Date is hotel check-out date/auto return date.
- Length of guest stay/rental in initial authorization.
- Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.
- Additional market data may be required for commercial card transactions to avoid surcharges. Lodging merchants who: (a) accept credit cards for advance payment; (b) guarantee reservations using a credit card; or (c) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid surcharges. These transactions may also be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions.

Paper Deposit Merchant

Non-terminal/electronic paper deposit transactions will be priced at the rate quoted in the Card Services Fee Schedule of the Merchant Application.

Debit Card Merchant

Each debit card transaction will be assessed the network's acquirer fee in addition to the debit card per item fee quoted in the Card Services Fee Schedule of the Merchant Application.

Card Present / Mag Stripe Failure:

A magnetic stripe read is also referred to as an electronic imprint. If the magnetic stripe is damaged, then other validation means may be required to protect against counterfeit cards and merchant must obtain a manual imprint. Most products, including the payment application, if any, will prompt for cardholder billing zip code and perform an AVS check for a zip code match. CID verification is recommended for Discover key-entered transactions. Key-entered retail transactions are subject to higher interchange and surcharges.

The foregoing information regarding surcharging is not comprehensive and is subject to change by the card association. Additional or different rates or fees may apply based on the details of a subject transaction.

All questions regarding Card Services should be referred to Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA. 30326, or call: 1-800-367-2638. Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Contact information for Member is listed in the Merchant Application.

Global Payments Direct Inc. is a registered ISO of BMO Harris Bank N.A. and Wells Fargo Bank, N.A.

Debit sponsorship is provided by Old Line Bank - 1525 Pointer Ridge Place, Bowie, MD. 20716, 1(800)617-7511.

Additional Owner/Officer Information Page for Merchant Processing Agreement (If Needed)

Note: Complete Owner / Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. Spaces 1 - 4 must be completed directly on the Merchant Processing Agreement; all additional owner/officer information may be provided on the Additional Owner/Officer Page as needed.

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization.

Your Card Services Agreement is between Global Payments Direct, Inc. ("Global Direct"), the Merchant named above, and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). A copy of the Card Services Terms and Conditions, revision number 10/18-GP-WF-OE-MUA, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct and/or Open Edge Payments, LLC. to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

Additional Owners

Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:	
Home Address:			City:	State:	Zip Code:	Years There:
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:	Years There:

Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:	
Home Address:			City:	State:	Zip Code:	Years There:
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:	Years There:

Name	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:	
Home Address:			City:	State:	Zip Code:	Years There:
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:	Years There:

Name	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:	
Home Address:			City:	State:	Zip Code:	Years There:
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:	Years There:

Name	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:	
Home Address:			City:	State:	Zip Code:	Years There:
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:	Years There:

Name	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:	
Home Address:			City:	State:	Zip Code:	Years There:
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:	Years There:

Merchant's Signature:	Name (Printed):	Title:	Date:
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ADDENDUM A

1. **Equipment Selection and Rental Term.** This addendum to the Card Services Agreement (the "Agreement") to which it is attached governs the rental (the "Rental") of any point of sale equipment ("Equipment") by You under the Agreement, as indicated on the application pages or any subsequent order form (the "Application"). The initial term ("Initial Term") shall be set forth on the Application. After expiration of the Initial Term, the Rental shall be automatically extended for successive one (1) month periods (each a "Renewal") on the same terms and conditions expressed herein, or as may be amended, unless you give written notice of termination at least ten (10) days prior to the expiration of the Initial Term or any Renewals.
2. **Fees and Charges.** Each item of Equipment selected by you, as well as its respective monthly rental charge and current replacement cost, are set forth on the Application. After the Initial Term, OpenEdge may increase rental charges at any time upon sixty (60) days written notice. You authorize OpenEdge to debit your merchant bank account, for all charges incurred by you under the Agreement, including any charges incurred by OpenEdge on your behalf, for the Equipment provided for in this Agreement. If your account contains insufficient funds to accommodate such debit, you authorize OpenEdge to charge your account a one and one-half percent (1½%) per month service charge on all amounts that are not paid on the due date. You will be sent a statement indicating the amount debited to your account. In the event that any amount due hereunder is not timely paid as provided herein, OpenEdge may, in addition to any other right or remedy which it may have under this Agreement or at law, terminate the Rental if you do not effect payment in full within ten (10) days of OpenEdge's written demand therefor. You agree to reimburse OpenEdge for all costs and expenses, including reasonable attorneys' fees, incurred by OpenEdge in enforcing collection of any monies due if under the Agreement. You shall reimburse OpenEdge for (or pay directly if instructed by OpenEdge) all charges and taxes that may now or hereafter be imposed or levied upon the rental, possession or use of the Equipment, excluding all taxes on or measured by OpenEdge's net income.
3. **Title and Loss.** Any rented Equipment is OpenEdge's property and will not become your property. Notwithstanding any attachment, such Equipment will remain personal property and not become a fixture. You will protect such Equipment from loss, theft, damage or any legal encumbrance. Title to rented Equipment, as well as all alterations or repairs made or parts added to such Equipment, shall remain in OpenEdge. You agree to give OpenEdge a security interest in all such Equipment, as applicable. At OpenEdge's request, you shall execute and deliver, at your expense, any security agreement or other document reasonably required to document or perfect OpenEdge's security interest in such Equipment. It is understood and agreed that the rights of OpenEdge under such security interest shall be in addition to the rights and/or remedies otherwise available to Global under the terms of this Agreement, and not in limitation thereof. Upon delivery of Equipment, you shall bear the entire risk of loss, theft, destruction of or damage to the Equipment or any portion thereof from any cause whatsoever ("Loss or Damage"), whether or not covered by insurance. No Loss or Damage shall relieve you from your obligations hereunder. OpenEdge shall provide you with operating instructions that will instruct you in the proper use of the Equipment, and you shall install, use and operate the Equipment only in such manner and in accordance with card association requirements. You are responsible for providing all necessary connections and other facilities and for paying all expenses of installing and operating the Equipment. You shall provide the Equipment with a suitable secure space and power for its proper operation. You shall provide all necessary infrastructure, including without limitation, power outlets, grounding and anti-static environments required for the safe and efficient operation of the Equipment in accordance with the specifications of OpenEdge and any other applicable specifications or regulations. You shall not move the Equipment, attach any devices, change your method of telecommunication (including but not limited to using Voice over IP (VoIP) technology) or install any software without OpenEdge's prior written consent. With respect to any item of Equipment rented to you by OpenEdge, you will not be liable for normal wear and tear, provided, however, that you will be liable to OpenEdge in the event that any rented item of Equipment is lost, destroyed, stolen or rendered inoperative. You will indemnify OpenEdge against any loss arising out of, damage to or destruction of any item of Equipment for any cause whatsoever and for any costs, expenses, and judgments OpenEdge may suffer, including reasonable attorneys' fees, arising from the use of the Equipment. The cryptographic keys loaded into the PIN Pad(s) by OpenEdge are used to encode and authenticate information. They are provided by OpenEdge in connection with meeting Card Association obligations and are the property of an authorized Card Association member and are not to be altered by You on any Equipment.
4. **Software.** You acknowledge that the Equipment provided hereunder is embedded with proprietary technology ("Software"). Furthermore, the term "Software" includes any programs, applications or proprietary technology that is otherwise provided or made available to you under this Agreement, independent of Equipment. At all times, OpenEdge or its suppliers retain all rights to such Software, including, but not limited to updates, enhancements and additions. All material and information made available by OpenEdge, including but not limited to the Equipment and Software, shall be protected by you as confidential and proprietary information of OpenEdge and/or its suppliers, and your use thereof shall be limited to that expressly authorized by OpenEdge. You shall not disclose OpenEdge's confidential or proprietary information to any third party unless such disclosure is authorized in advance in writing by OpenEdge. Nothing in this Agreement contemplates, constitutes or creates a transfer or license of any intellectual property to you. You shall not obtain title, copyrights, or any other proprietary right to any Software. You shall not commit any act or assist anyone else to commit any act to copy, modify, alter, translate, attempt to change, reprogram, decompile, emulate, reverse engineer or tamper with the Software in any way, or commit any act or assist anyone else to commit any act that otherwise rearranges the Equipment or the Software. You shall not create or attempt to create any derivative work based on the Software or assist anyone else in doing so. You shall not sell, license, sublicense, or convey any rented Equipment to a third party without the prior written consent of OpenEdge. OpenEdge's suppliers of Equipment and/or Software are third party beneficiaries of the Agreement with the right to rely on and directly enforce the terms of this Agreement against you to protect their ownership rights. You are liable to OpenEdge and/or to such third party beneficiaries for any transferee's conduct with regard to the Software. You will indemnify OpenEdge for any costs, expenses and judgments OpenEdge may suffer, including reasonable attorneys' fees, arising from your breach of this Section 5 or otherwise arising out of use of the Software.
5. **Maintenance.** You will promptly notify OpenEdge of any Equipment malfunction, failure or other incident resulting in the loss of use of the Equipment or need for repair or maintenance, whereupon OpenEdge will make the necessary arrangements to obtain required maintenance. You may be responsible for shipping cost. You shall cooperate with OpenEdge in its attempt to diagnose any problem with the terminal. In the event your terminal requires additional software, you are obligated to cooperate and participate in downloading and installing such software. Maintenance service provided under this Agreement may include replacing an item of Equipment or a component thereof, if OpenEdge determines in its sole discretion that the need for replacement arose from ordinary wear and tear, and that such replacement is necessary for the Equipment to function in accordance with its written specifications. Replaced items of Equipment and/or components thereof are OpenEdge's property; you are required to ship them to OpenEdge within thirty (30) days of their replacement, and they will not be returned to you. Maintenance service provided under this Agreement is available only for Equipment that has been handled and operated appropriately, and does not include services arising out of the negligence or misconduct by you, your employees, agents, customers or contractors or your failure to comply with any and all instructions and specifications provided by OpenEdge or the manufacturer of the Equipment; if any such replaced Equipment is determined by OpenEdge to be unrepairable, or if you have failed to ship any replaced Equipment to OpenEdge within thirty (30) days of its replacement, OpenEdge shall have the right to debit your account for the then current replacement cost of such Equipment.
6. **Access to Premises.** You will allow OpenEdge and its designated representatives physical and electronic access to the Equipment upon request, including permitting prompt and safe access to your premises when required for the purpose of performing OpenEdge's obligations and/or for the inspection, repair, removal, modification, installation, replacement, disconnection and/or relocation of the Equipment.
7. **Warranties and Representations.** Neither OpenEdge nor its suppliers make any representations or warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose with respect to any terminal, any equipment, the software residing therein or any of the services furnished hereunder. If there are problems with the Equipment, OpenEdge may give notice to you to immediately cease using the Equipment; your failure to comply with any such instructions from OpenEdge could result in your incurring losses, for which OpenEdge shall have no liability to you whatsoever.
8. **Limitation of Liability.** OpenEdge shall not be liable for failure to provide the Equipment if such failure is due to any cause or condition beyond OpenEdge's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, communication failures, unavoidable delays, or other similar causes beyond OpenEdge's control. OpenEdge's suppliers disclaim all liabilities under this Agreement. The liability of OpenEdge, if any, for any loss hereunder, including but not limited to damages arising out of any malfunction of the Equipment or the failure of the Equipment to operate, personal injury, property damage, or cause of action under contract, negligence, tort, statute, warranty, or infringement shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed one (1) month's average charge paid hereunder by you for the rented Equipment during the previous twelve (12) months or such lesser number of months as shall have elapsed subsequent to the effective date of this Agreement. The foregoing represents the sole extent of OpenEdge's liability in the event of any alleged default by OpenEdge under this Agreement, including alleged acts of negligence, breach of contract, or otherwise, and regardless of the form in which any legal or equitable action may be brought against OpenEdge, and the foregoing shall constitute your exclusive remedy. OpenEdge shall have no liability whatsoever arising from use of the Equipment in connection with software or services not authorized by OpenEdge. Under no circumstances shall OpenEdge be liable for any loss of anticipated profits, lost interest, or for special, consequential, punitive or exemplary damages, even if OpenEdge has been advised of the possibility of such damages. In no event shall OpenEdge be liable for any claim, loss, billing error, damage, or expense caused by OpenEdge's performance or failure to perform hereunder which is not reported in writing to OpenEdge by you within thirty (30) days of such failure to perform, or in the event of a billing error, within sixty (60) days of the invoice or applicable statement. Neither party may institute any action in any form arising out of or in connection with this Agreement more than two (2) years after the cause of action has arisen, or in the case of non-payment, more than two (2) years from the date of last payment or promise to pay, except that this limitation shall not apply to an action for non-payment of taxes.
9. **Termination.** You may terminate a Rental by notifying OpenEdge in writing of your intent to terminate, subject to a \$50 re-stocking fee. In the event that you terminate this Agreement in breach of this Section 10, all monthly fees assessed to you and payable to OpenEdge under this Agreement for the remainder of the then-current Initial Term or Renewal shall be immediately due and payable to OpenEdge, and you hereby authorize OpenEdge to accelerate the payment of all such monthly fees and to deduct the total amount from your merchant bank account identified above. If such account does not contain sufficient funds for the debit, you shall pay OpenEdge the amount due within ten (10) days of the date of OpenEdge's invoice for same. The payment of accelerated monthly fees as described herein is not a penalty, but rather is hereby agreed by the parties to be a reasonable amount of liquidated damages to compensate OpenEdge for its termination expenses and all other damages under the circumstances in which such amounts would be payable. Such amounts shall not be in lieu of but in addition to any payment obligations otherwise incurred by you under this Agreement, which shall be an additional cost and any and all other damages to which OpenEdge may be entitled hereunder. If you default under a Rental, or any other agreement between you and an affiliate of OpenEdge, and such default continues for ten (10) days after OpenEdge's written notice, OpenEdge may terminate this Agreement, declare the entire amount of the unpaid balance and any other charges to be immediately due and payable and exercise any other remedy existing at law or in equity, including the right to enter upon your premises without notice and repossess any Equipment not owned by you. If you default, OpenEdge may require you, at your expense, to return such Equipment to OpenEdge in the same condition as when delivered to you hereunder, ordinary wear and tear resulting from proper use alone excepted, free and clear of all liens, encumbrances or rights of others whatsoever. You are responsible for return shipping costs if you terminate for any reason other than a breach of the Agreement by OpenEdge, and agree to contact OpenEdge for instructions regarding return of the Equipment and to promptly comply therewith. In the event that OpenEdge breaches the terms and conditions hereof, you may, at your option, give written notice of your intention to terminate the Rental unless such breach is remedied within thirty (30) days of such notice. Failure to remedy such a breach shall make the Rental terminable, at your option, at the end of such thirty (30) day period unless notification is withdrawn. If you have failed to ship any Equipment to OpenEdge within thirty (30) days of termination of this Agreement, OpenEdge shall have the right to debit your account for the full then-current replacement cost of such Equipment. Software license rights provided under this Agreement through a third party may be suspended, modified or terminated in whole or in part at any time without liability to you.
10. **Survival.** All terms of this Addendum shall survive expiration or termination of the Agreement to the extent necessary to fulfill the purposes of this Addendum.



City of Glenpool

Analysis based on data supplied for processing month:
Quote subject to change after 30 days

March-20
5/27/2020

SUMMARY

	Current Processor	openedge
Total Volume	\$92,817.42	\$92,817.42
Total Transactions	1021	1021
Total Fees	\$1,659.68	\$1,578.03
Effective Rate	1.79%	1.70%
\$ Monthly Savings		\$81.65
% Monthly Savings		5%
Annual Savings		\$979.77



DETAIL

Card Type	Charge Type	# Trans	\$ Sales	Current Processor			openedge		
				% Disc	Per Item	Total Fees	% Disc	Per Item	Total Fees
VISA	Qualified	805	\$71,794.05	0.477%	0.110	\$430.81	0.460%	0.110	\$418.80
MC	Qualified	216	\$21,023.37	0.447%	0.110	\$117.64	0.460%	0.110	\$120.47
DS/VISA/MC	Excess Auth. Fees	7	\$0.00	0.000%	0.110	\$0.77	0.000%	0.000	\$0.00
DS/VISA/MC	Interchange	1021	\$92,817.42	0.000%	0.000	\$937.46	0.000%	0.000	\$536.20
MC	Acq. Support Fee	1	\$76.02	0.850%	0.000	\$0.65	0.850%	0.000	\$0.65
MC	Cross Border Fee	1	\$76.02	0.600%	0.000	\$0.46	0.600%	0.000	\$0.46
MC	Digital Enablement Fee	216	\$21,023.37	0.010%	0.000	\$2.10	0.010%	0.000	\$2.10
MC	File Transmission	216	\$0.00	0.000%	0.002	\$0.39	0.000%	0.000	\$0.00
MC	Card Acceptance	216	\$0.00	0.000%	0.002	\$0.48	0.000%	0.000	\$0.00
MC	AVS	218	\$0.00	0.000%	0.010	\$2.18	0.000%	0.000	\$0.00
FEE	Settlement Funding Fee	1021	\$92,817.42	0.000%	0.000	\$0.00	0.350%	0.000	\$324.86
FEE	PCI ASSURE Monthly Fee	1	\$0.00	0.000%	12.500	\$12.50	0.000%	0.000	\$0.00
MISC	Card Brand	0	\$0.00	0.000%	0.000	\$2.09	0.000%	0.000	\$0.00
VISA	Assessments	70	\$5,569.99	0.140%	0.000	\$7.80	0.140%	0.000	\$7.80
VISA DEBIT	Assessments	732	\$66,224.06	0.130%	0.000	\$86.09	0.130%	0.000	\$86.09
MC	Assessments	216	\$21,023.37	0.130%	0.000	\$27.33	0.130%	0.000	\$27.33
MC	Licensing Fee	216	\$21,023.37	0.005%	0.000	\$0.99	0.020%	0.000	\$4.20
VISA	Kilobyte Fees	802	\$0.00	0.000%	0.0018	\$1.44	0.000%	0.0085	\$6.82
MC	NABU Fees	218	\$0.00	0.000%	0.0195	\$4.25	0.000%	0.0195	\$4.25
VISA	APF Fees	71	\$0.00	0.000%	0.0195	\$1.38	0.000%	0.0195	\$1.38
VISA DEBIT	APF Fees	742	\$0.00	0.000%	0.0155	\$11.50	0.000%	0.0155	\$11.50
FEE	Batch Fees	31	\$0.00	0.000%	0.020	\$0.62	0.000%	0.000	\$0.00
VISA	Returns	3	\$286.44	0.000%	0.000	\$0.00	0.460%	0.000	\$1.32
FEE	Regulatory Compliance Fee	0	\$0.00	0.000%	0.000	\$0.00	0.000%	0.000	\$5.60
FEE	MC Monthly Location Fee	0	\$0.00	0.000%	0.000	\$1.25	0.000%	0.000	\$1.25
FEE	VISA FANF	0	\$0.00	0.000%	0.000	\$0.00	0.000%	0.000	\$6.95
FEE	Monthly Fees					\$9.50			\$10.00
		1021	\$92,817.42			\$1,659.68			\$1,578.03

POTENTIAL MONTHLY SAVINGS
POTENTIAL YEARLY SAVINGS
PERCENTAGE SAVINGS

\$81.65
\$979.77
5%

Client Worksheet



Please return by fax: **702-446-8693** or email to: **amintra.sheinfeld@openedgepay.com**

Merchant "Doing Business As" Name

Legal Business Name

Physical Location Address (No PO Box #)

Legal Address

City State Zip

City State Zip

Phone # Tax ID # (9 digits)

Phone # Years in Business Number of Locations

Contact Name Phone #

☐ Sole Prop ☐ Corp ☐ LLC ☐ Partnership ☐ Government

☐ 501(c)(3) ☐ 501(c)(5) ☐ 501(c)(7) ☐ Professional Assoc.

Contact Email Address

Type of Ownership (Please Select)

Website

Products and/or Services Sold

ACCOUNT INFORMATION ALL FIELDS REQUIRED

Estimated Annual Credit Card Volume (Visa/MC/Discover/Amex)

Estimated Average Ticket

Highest Single Ticket

Bank Routing Number

Bank Account Number

Explanation of When High Ticket May Occur

SALES PROFILE (MUST = 100%)

Card Swiped (face-to-face) % Manually Keyed/Recurring Payments % eCommerce (Website)/Patient Portal %

Does the Merchant Accept Transaction Before the Customer Receives the Product or Service? ☐ Yes ☐ No

AUTHORIZED SIGNER ALL FIELDS REQUIRED

Name (First and Last) Date of Birth Social Security Number Title

Physical Home Address (NO PO Boxes) City State Zip Code % of Ownership

Phone Number Years There Do You Own or Rent? ☐ Own ☐ Rent Contact Email Address

Are you related to anyone in executive, legislative, administrative or judicial branch of any government (elected or not)? ☐ Yes ☐ No

ALL OWNERS WITH 25% OWNERSHIP OR MORE IN THE BUSINESS ALL FIELDS REQUIRED

OWNER # 1

Name (First and Last) Date of Birth Social Security Number Title

Physical Home Address (NO PO Boxes) City State Zip Code % of Ownership

Phone Number Years There Do You Own or Rent? ☐ Own ☐ Rent



Client Worksheet



OWNER # 2

Name (First and Last) _____ Date of Birth _____ Social Security Number _____ Title _____
 Physical Home Address (NO PO Boxes) _____ City _____ State _____ Zip Code _____
 Phone Number _____ Years There _____ Do You Own or Rent? ☐ Own ☐ Rent _____ % of Ownership _____

OWNER # 3

Name (First and Last) _____ Date of Birth _____ Social Security Number _____ Title _____
 Physical Home Address (NO PO Boxes) _____ City _____ State _____ Zip Code _____
 Phone Number _____ Years There _____ Do You Own or Rent? ☐ Own ☐ Rent _____ % of Ownership _____

OWNER # 4

Name (First and Last) _____ Date of Birth _____ Social Security Number _____ Title _____
 Physical Home Address (NO PO Boxes) _____ City _____ State _____ Zip Code _____
 Phone Number _____ Years There _____ Do You Own or Rent? ☐ Own ☐ Rent _____ % of Ownership _____

IF YOU ARE A PROPERTY MANAGEMENT COMPANY, PLEASE COMPLETE THE FOLLOWING:

Property Management Company Name _____ Property Management Signer _____
 Signer Address (NO PO Boxes) _____ Signer Title _____ Signer % of Ownership _____
 Signer City _____ Signer State _____ Signer Zip Code _____ Signer Social Security Number _____ Signer Date of Birth _____
 Signer Phone Number _____ Signer Years There _____

IMPORTANT: ATTACH VOIDED CHECK BELOW

Please scan/email or fax a voided check with this worksheet for your deposit account. It must have the company name imprinted on it).

Tom's Restaurant 103 Main Street Anytown, ST 12345		DATE: / /
VOID		\$
TO THE ORDER OF: _____		DOLLARS.
MEMO _____		
⑆ 222222222 ⑆ 000 111 555 1027		





MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR

RE: WARRIOR ROAD REHABILITATION PROJECT PHASE II
REQUEST FOR CHANGE ORDER

DATE: JULY 6, 2020

BACKGROUND

This item is for Council consideration and action regarding the approval and acceptance of a Request for Change Order received from Dunham's Asphalt Services in the total amount of \$8,722.00 covering the addition of a certain concrete cradle to be installed over an existing OneOk natural gas pipeline as an additional work item to the overall scope of work for this project. As illustrated on the attached documents, the concrete cradle is being required to provide additional protection to this existing pipeline and will be part of a newly created Encroachment Agreement currently being negotiated with OneOk. Staff is requesting Council approval of this requested Change Order - conditioned on the successful approval from OneOk of both the associated construction detail as well as the related Encroachment Agreement. The overall goal in this matter is to authorize the additional work as specified in the Change Order in order to not delay the completion of the project while working through the details of the Encroachment Agreement.

Staff Recommendation:

Staff has reviewed the requested Change Order and the related construction details and approves the additional work as detailed. Staff is recommending Council approval of the Change Order in the total amount of \$8,722.000 and authorization to move ahead with the work - conditioned on the successful completion of the associated Encroachment Agreement with OneOk.

Attachments:

1. Change Order Documents



Dunham's Asphalt Services, Inc.

CHANGE ORDER REQUEST	1	COR DATE:	7.01.2020
PROJECT NAME/NUMBER:	Warrior Road Phase 2	REQUESTED BY:	Tim Quattrocchi
SUBMITTED TO:	City of Glenpool	ATTENTION:	Lynn

Dunham's Asphalt Services, Inc. would like to submit for your approval Change Order Request # 001

This change order has been occasioned by:
The request to add a 12' wide concrete cradle over the high pressure gas line -

Scope of Work

Labor
Equipment
materials
Concrete
sand
Rebar
Subtotal
bonds

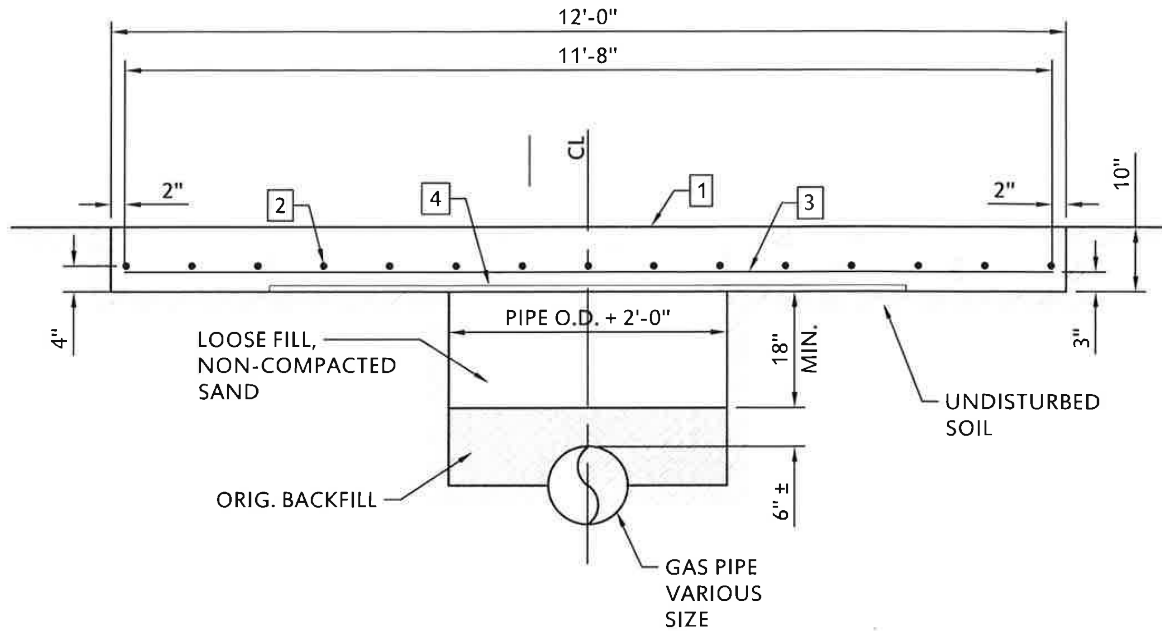
Total Change Order Request # 001	Add	\$	8,722.00
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Additional Days Requested	3
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Sincerely,

Tim Quattrocchi

Approved By: _____	Title: _____
Date: _____	



MATERIAL REQUIRED			
ITEM	QUANTITY	SIZE	DESCRIPTION
1	.	12'x ? x 10"	CONCRETE, HIGH EARLY STRENGTH , ASTM C 150 TYPE 111 4000#, 28 DAY STRENGTH
2	.	11' - 8" LONG	#6 REBAR - 10" CENTER TO CENTER
3	.	VARIABLE LENGTH	#6 REBAR - 10" CENTER TO CENTER
4	.	3/4" x 4' x 8"	PLYWOOD SHEET, UTILITY GRADE

SCALE: 1" = 2'

CONCRETE PAD CROSSING - DETAIL 1	
300 Pondera Parkway Blvd, Tulsa, Oklahoma 73099 Crafton Tull architecture engineering surveying 405.787.6270 • 405.787.6276 www.craftontull.com CERTIFICATE OF AUTHENTICATION CRAFTON TULL EX-18603400	SHEET NO.: 1 OF 2 DATE: 01/24/19 PROJECT NO: 18603400

DRAWING: C:\USERS\NT\120\APPDATA\LOCAL\MICROSOFT\WINDOWS\NETCACHES\CONTENT\OUTLOOK\QOCUV\MAIN\PIPELINE CONCRETE PAD EX-BUILD.WG

