NEW APPLICATION - GOVERNMENT / INSTITUTIONAL

1 COMPANY INFORMATION

♦DBA NAME: City of St. Louis

CONTACT NAME: Michelle Smart

♦DBA ADDRESS TYPE: Business ♦DBA ADDRESS1 (NO PO BOX): 133 S. 11th Street - Suite 530

DBA ADDRESS 2:

♦CITY: St. Louis	♦STATE: MO	♦ZIP CODE: 63102
♦DBA PHONE #: 314-366-3089		DBA FAX #:
♦EMAIL ADDRESS: smartm@stltreasurer.org		MOBILE PHONE #:
♦DATE FOUNDED: 1776	♦IS THE COMPANY'S HIGHEST REVENUE, EXPECTED HIGHEST REVENUE OR HIGHEST SALES VALUE, GENERATED FROM THE SALE OR COMBINED SALE OF FIREARMS, FIREARM ACCESSORIES, OR AMMUNITION WITHIN THE STATE OF CA, CO OR NY?	No
CIP EXEMPTION: State and Local Government		

2 OTHER ADDRESS (IF DIFFERENT THAN ABOVE)

☐ MAILING ☐ SHIPPING (MORE THAN ONE OPTION MAY BE SELECTED)

LOCATION NAME:		PHONE #:	
CONTACT:		FAX #:	
ADDRESS:	CITY:	STATE:	ZIP CODE:

STATEMENTS/ RETRIEVALS /CHARGEBACKS

STATEMENTS: ■ DBA OR ☐ MAILING AUTO SEND: ☒ YES ☐ NO (CHAIN COMPANIES ONLY – MUST INCLUDE CHAIN SET UP FORM)

RETRIEVALS: ☐ ONLINE CASE MANAGEMENT (OCM) OR EMAIL TO: smartm@stltreasurer.org OR FAX TO: ☐ DBA ☐ MAILING OR MAIL TO: ☐ DBA ☐ MAILING

CHARGEBACKS: ☐ ONLINE CASE MANAGEMENT (OCM) OR EMAIL TO: smartm@stltreasurer.org OR FAX TO: ☐ DBA ☐ MAILING OR MAIL TO: ☐ DBA ☐ MAILING

3 CONTACT INFORMATION (AUTHORIZED REP)

♦☐ OFFICER ☐ MANAGER ■ AUTHORIZED REPRESENTATIVE ☐ OTHER:

♦FIRST NAME: Adam	MN:	♦LAST NAME: Layne
♦TITLE: Treasurer	♦US PERSON: Yes	♦EMAIL ADDRESS: smartm@stltreasurer.org
▸CONTACT ADDRESS (NO PO BOX): 133 S. 11th Street - Suite 530		▸ADDRESS TYPE: Business
▸CITY: St. Louis	▸STATE: MO	▸ZIP CODE: 63102
▸DOB:	CONTACT PHONE #: 314-366-3089	

INDIVIDUAL ID EXEMPTION CLASS: GOVERNMENT ☐ FEDERAL ☐ STATE ■ LOCAL (POLITICAL SUBDIVISION OF A US STATE)

OTHER COMPANY INFORMATION

♦AVERAGE SALE AMOUNT: $ 5	■ CARD PRESENT 100%	OMNI COMMERCE (MUST TOTAL 100%)
♦HIGH SALE AMOUNT: $ 100	☐ CARD NOT PRESENT 100%	CARD PRESENT ____ %
♦NUMBER OF HIGH SALES TRANSACTIONS ANNUALLY: 1000	☐ INTERNET 100%	CARD NOT PRESENT* ____ %
♦TOTAL MONTHLY VISA/MC/AMEX/DISC/UNIONPAY SALES: $ 13,250,000	☐ OMNI COMMERCE	INTERNET * ____ %
♦ANNUAL TOTAL REVENUE: (CASH, CHECK, CARD) $ 54,000,000	▸INTERNET: PRODUCT WEBSITE (HTTP:// OR HTTPS:// IS REQUIRED):	
♦INDUSTRY TYPE: Retail	▸INTERNET: "CONTACT US" EMAIL:	
♦DESCRIPTION OF PRODUCT/SERVICES OFFERED: fees fines services		
SPECIAL PROGRAM MCC ONLY: 9399	*CUSTOMER SERVICE PHONE # AND PREVIOUS PROCESSOR REQUIRED BELOW	
WHEN DOES THE CUSTOMER RECEIVE THE PRODUCT OR SERVICE? IF NOT SAME DAY, # OF DAYS (INCLUDE SHIPPING TIME FRAME)	▸CUSTOMER SERVICE PHONE #: ▸PREVIOUS PROCESSOR:	

IF SEASONAL, PLEASE CHECK MONTHS CLOSED BELOW. (CUSTOMER MUST CONTACT CUSTOMER SERVICE TO DEACTIVATE AND REACTIVATE ACCOUNT)

☐ JANUARY ☐ FEBRUARY ☐ MARCH ☐ APRIL ☐ MAY ☐ JUNE
☐ JULY ☐ AUGUST ☐ SEPTEMBER ☐ OCTOBER ☐ NOVEMBER ☐ DECEMBER

BANK ACCOUNT (CHECKING ACCOUNTS ONLY)

♦DEPOSIT BANK NAME: Busey Bank	♦ABA/ROUTING #: 071102568	♦DDA ACCOUNT #: 500773585
BILLING/CHARGEBACK BANK NAME (IF DIFFERENT):	ABA/ROUTING #:	DDA ACCOUNT #:
CHARGEBACK BANK NAME (IF DIFFERENT THAN BILLING):	ABA/ROUTING #:	DDA ACCOUNT #:
FUNDING OPTIONS:	MONTHLY FEE $	TAPE ID (OPT):

Card Acceptance *(Please check each card you wish to accept)*

- ☐ All Visa/MasterCard/AMEX/UnionPay/Discover (JCB, DI)/with PIN Debit
- ■ All Visa/MasterCard/AMEX/UnionPay/ Discover (JCB, DI)
- ☐ Visa Credit ☐ Visa Debit ☐ MC Credit ☐ MC Debit ☐ Discover (JCB, DI) ☐ UnionPay ☐ Amex
- ☐ PIN Debit

Pricing Category

- ■ Retail
- ☐ Restaurant
- ☐ Lodging
- ☐ Supermarket
- ☐ MO/TO / Internet
- ☐ ARU
- ☐ Omni Commerce (Tiered & EICP Only)

Pricing Information

Pricing Program: *(Fixed only)*		Visa/MasterCard/UnionPay/Discover Cards (JCB, DI,)		American Express Opt Blue		PIN Debit**	
		Rate*	Per Item*	Rate	Per Item	Rate	Per Item
Tiered	Qualified	%	$	%	$	%	$
	Mid Qualified	%	$	%	$		
	Non-Qualified	%	$	%	$		
	Standard	%	$	%	$		
	Opt. ☐ Check Card ☐ SprMkt ☐ QPS/Small Tkt	%	$				
	Opt. Rewards	%	$				
	Opt. Commercial Card	%	$				
Interchange Plus		0%	$0	0%	$0	%	$
PIN Debit Enablement Service Fee							$
Enhanced IC Plus	Check Card Qualified	%	$				
	Qualified	%	$	%	$	%	$
	Rewards Qualified	%	$				
	Mid Qualified	%	$	%	$		
	Commercial Non-Qualified	%	$				
	Non-Qualified	%	$	%	$		
Fixed - Pricing Pgm:		%	$	%	$		

*Rates are for all Card Acceptance types selected. All Card Brand Assessments will be passed through at cost.
**The cost of acceptance for PIN Debit will be optimized when applicable.

Fees

Application	$0
Installation/Training	$0
Reporting & Support Package (per month)	$0
Monthly Minimum	$0
Chargeback (per occurrence)	$0
Return Item/NSF (per occurrence)	$0
Rush Shipment	$
Statement: ■ Electronic or ☐ Paper Monthly Statement Mailing (paper statements only)	$20
Other:	$
Other:	$

Authorizations

Visa (per auth)	$.03	Voice - ARU (per auth)	$0.00
MasterCard (per auth)	$.03	Voice Operator (per auth)	$0.00
Discover (per auth)	$.03	Voice - AVS (per auth)	$0.00
UnionPay (per auth)	$.03	Voice Bank Ref (per auth)	$0.00
AMEX Opt Blue (per auth)	$	PIN Debit (per auth)	$

International Card Handling Fee (Rate): (charged on Visa, MC, Discover, AMEX) 0.0%

Authorization Pricing Program: 47777 - Elavon Managed Service Fee

Security Programs

Security Program: PCI Basic	Monthly
(PCI/SafeT) Program Discounted Fee:	$20
(PCI/SafeT) Program Standard Fee:	$124.99

Please see additional disclosures in the Company Representations and Certification section.

☐ Tokenization Service Existing RID:

Tokenization Service Fee (per occurrence): $

Tokenization Platform Fee (Monthly): $

Tokenization Savings: %

Other Card Types Existing

AMEX	SE # *(10 digits)*:	Per Auth: $.03
EBT	SE # *(7 digits)*:	Per Auth: $
Other:	SE #:	Per Auth: $

POINT OF SALE *(EQUIPMENT OR SOFTWARE)*

NETWORK: ☒ ELAVON ☐ OTHER ☐ A THIRD PARTY INTEGRATOR WILL BE USED FOR IMPLEMENTATION:

VAR SERVICE PROVIDER (HOSTED): VAR (DISTRIBUTED): VENDOR: zephire PRODUCT: Authorize.net VERSION:

OF TIDS VAR TID TYPE* (OMNI ONLY): # OF TIDS VAR TID TYPE* (OMNI ONLY):

*VAR TYPE (VARCE/VARSP) MAY BE UPDATED TO MATCH THE PROVIDED VAR PRODUCT AND VERSION

							PURCHASE/SETUP		SOFTWARE/WIRELESS		
QTY	POS DESCRIPTION	ITEM CODE	TID TYPE OMNI ONLY	TERMINAL ENCRYPT	OWNS	TERMINAL CONNECTION TYPE	REPROG FEE PER UNIT	PRICE PER UNIT	ANNUAL FEE PER UNIT	MONTHLY FEE PER UNIT	PER AUTH FEE
1	VAR Authorize.net			☐	☐		$	$	$	$	$
				☐	☐		$	$	$	$	$
				☐	☐		$	$	$	$	$
				☐	☐		$	$	$	$	$
				☐	☐		$	$	$	$	$
				☐	☐		$	$	$	$	$

ALL APPLICABLE STATE AND LOCAL TAXES WILL BE APPLIED. ☐ SALES TAX EXEMPT

Elavon and Member have no responsibility for, and shall have no liability to Company in connection with, any hardware or software, or any related services, Company receives under a direct agreement (including any sale, warranty or end-user license agreement) between Company and a third party, including any Value Added Servicer, even if Elavon collects fees or other amounts from Company with respect to such hardware, software or services.

ADDITIONAL POS SERVICES:	DESCRIPTION	SETUP FEE	ANNUAL FEE	MONTHLY FEE	PER AUTH FEE
		$	$	$	$
		$	$	$	$

							SOFTWARE/WIRELESS		
	QTY	POS DESCRIPTION	ITEM CODE	TID TYPE OMNI ONLY	TERMINAL CONNECTION TYPE	MONTHLY RATE PER UNIT	ANNUAL FEE PER UNIT	MONTHLY FEE PER UNIT	PER AUTH FEE
RENTAL EQUIPMENT:						$	$	$	$
						$	$	$	$
						$	$	$	$
						$	$	$	$
						$	$	$	$
						$	$	$	$

Rentals may result in paying more for the equipment over time as compared to purchasing. Rental equipment may be new or used and is dependent on inventory available at time of order. All used equipment is inspected and refurbished upon return before being re-deployed. Rentals are month to month and may be terminated at any time by Company. Additional provisions around the use of rental equipment can be found in the Equipment Chapter of the Operating Guide: a link to the Operating Guide can be found in Section 4 of this application, below.

TERMINAL PROGRAMING INSTRUCTIONS *(DO NOT USE FOR CONVERGE – THIS INFORMATION IS COVERED DURING TRAINING)*

☐ RETAIL (AUTO CLOSE DEFAULT) ☐ QUICK CLOSE ☐ STORE AND FORWARD ☐ NO SIGNATURE ☐ CONTACTLESS (+ NO SIGNATURE)

☐ RESTAURANT (QUICK CLOSE DEFAULT) TIP FUNCTION (DEFAULT) ☐ FINE DINING ☐ TAB FUNCTION

☐ CARD NOT PRESENT (AUTO CLOSE DEFAULT) ☐ QUICK CLOSE

☐ LODGING (QUICK CLOSE DEFAULT) ☐ QUICK STAY

☐ SEMI INTEGRATED

CUSTOM PROMPTS (CUSTOM PROMPTS COULD RESULT IN LONGER DEPLOYMENT TIMEFRAMES):

☐ TERMINAL AUTO CLOSE (RTL, MOTO) _____ TIME ZONE _____ ☐ CASH BACK PIN DEBIT (RTL): $ _____(MAX)

☐ CUSTOM FOOTER: _____

☐ NO TIP (REST) ☐ NO SERVER PROMPT (REST) ☐ CLERK PROMPT (RTL) ☐ TIP FUNCTION WAITER (RTL) ☐ TIP FUNCTION CASHIER (RTL)

TRAINING (DEFAULT = TRAINING REQUIRED): ☐ NO TRAINING

REPORTING TOOLS

☐ ONLINE CASE MANAGEMENT ▸MONTHLY FEE $ ▸SET UP FEE $ ▸# USERS ▸SET UP TYPE (CHECK ONE) ☐ MID ☐ CHN

☐ ACS ▸MONTHLY FEE $ ▸SET UP FEE $ ▸REMOTE ID

OTHER VAS

☐ 3D Secure Per Occurrence: $ ☐ TAP TO PAY ON IPHONE (ELAVON POINT OF SALE SAAS REQUIRED)

Electronic Check and ACH Processing and Service Options

Annual Check Volume: $	Maximum Check Amount: $
Average Check Amount: $	Monthly Minimum: $

ECS- Paper Check Conversion

Processing Options:

- ☐ POP – Point of Purchase
- ☐ ARC – Accounts Receivable Conversion
- ☐ BOC – Back-Office Conversion

Service:

☐ **Conversion with Guarantee**
Discount Rate: _____ % Per Transaction: $_____

☐ **Conversion with Verification** OR ☐ **Conversion Only**
Per Transaction: $_____
Per Return Transaction: $_____

ACH Echeck – Card Not Present (CNP)

Processing Options:

- ☐ Concurrent Enrollment (includes: WEB, TEL, PPD and CCD) = XNP
- ☐ Individual Enrollment - choose one (one per MID)
  - ☐ WEB – Internet Initiated Entries
  - ☐ TEL/IVR – Telephone Initiated Entries
  - ☐ PPD – Prearranged Payment Entries
  - ☐ CCD – Corporate to Corporate Entries

Converge setups will be Concurrently enrolled in all product types = XNP

Service:

☐ **ACH-Echeck with Verification**
Per Transaction: $_____
Per Return Transaction: $_____

☐ **ACH-Echeck Conversion Only**
Per Transaction: $_____
Per Return Transaction: $_____

Other ECS Check Conversion Service Requests

☐ Prompts for Driver's License Number, State of License Issuance and Telephone Number (Required for Guarantee Service)

ACH-Echeck Questionnaire

1. What types of payments will you accept using ACH-Echeck (e.g., utility bill payments, monthly rent payments, monthly billing for general services)?
2. Will you obtain authorization from your customers prior to accepting an ACH entry in accordance with the ECS MOG (e.g., orally via telephone for tel/ivr, or in writing for ppd)? ☐ **Yes** ☐ **No**
3. Will you verify and authenticate the identity of your customers in accordance with the ECS MOG prior to initiating ACH entries for those customers (e.g., by obtaining a customer's name, address and telephone number or using a database to verify the accuracy of the information provided by customer)? ☐ **Yes** ☐ **No**
4. Will you offer ACH-Echeck to existing or new customers? ☐ **Existing** ☐ **New**
5. Will you maintain and disclose to your customers procedures for cancelling an authorization? ☐ **Yes** ☐ **No**
6. Will you ensure that information regarding each transaction authorization entered by a customer and/or your service representative is accurate and not a duplicate transaction? ☐ **Yes** ☐ **No**

Mass Transit Services

☐ Mass Transit Fee: $

A Mass Transit Fee includes any of the following: contactless taps, initial validations or authorizations, deferred authorizations, debt recovery authorizations, and refund/credit authorizations. For the avoidance of doubt, Interchange and Assessment Fees are not included in the Mass Transit Fee listed above.

Convenience Fee and Government/Public Institution Service Fees (GPISF)

Convenience Fee Services Programs

Convenience Fee Funding Model (check one):

- ☐ Company Managed Convenience Fee[1]
- ☐ Elavon Managed Convenience Fee[2]
- ☐ Partner Managed Convenience Fee[3]

Payment Transaction Types

☐ Credit (check all that apply):

☐ Visa ☐ MasterCard ☐ Discover ☐ American Express PS

☐ Signature Debit (check all that apply):

☐ Visa ☐ MasterCard ☐ Discover

☐ PIN-Based Debit

☐ ACH (via Electronic Check Services)

Elavon Product Supporting Elavon-Managed Convenience Fee Assessment to be Used by Company (check all that apply):

☐ Paycentric Bill Pay Services *(additional enrollment form required)*:

☐ Company Proprietary Solution or Value-Added Servicer

☐ Other:

Convenience Fee Pricing:

Convenience Flat Fee Amount: $

Convenience Fee %: (MasterCard, Discover & ACH Programs only)

Implementation Fee (if applicable): $

GPISF Services Programs

(check all that apply, but only if Company elects GPISF assessments:

☐ Company-Managed Service Fee[4]

☐ Company-Managed with Elavon POS Devices/Service Fee Terminals[5]

■ Elavon-Managed Service Fee[6]

☐ Partner Managed Service Fee[7]

Card Acceptance (check all that apply):

■ Point of Sale ☐ Internet

☐ IVR ☐ Other:

GPISF Services Programs (check all that apply, but only if Company elects GPISF assessments:

■ MasterCard Government and Education Payment Program

■ Visa Government and Education Payment Program

■ American Express Government and Education Payment Program

■ Discover Government and Education Payment Program

Transaction Types:

☐ Federal Income Tax ☐ Business Tax

■ Government Fees ☐ Other Tax

☐ State Income Tax ☐ Tuition

☐ Real Estate Property Tax ☐ Other Education Expenses

Payment Types for GPISF Assessment (not all payment types are supported for all programs)
Check all that apply, but only if Company elects GPISF assessment

GPISF Eligible MCCs: 4900, 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399, 9402

■ Credit – (check all that apply):

- ■ Visa
- ■ MasterCard
- ■ Discover (available if Elavon-acquired)
- ■ American Express OptBlue

■ Signature Debit – (check all that apply)

- ■ Visa
- ■ MasterCard
- ■ Discover (available if Elavon-acquired)

☐ ACH (via Electronic Check Services)

Elavon Product Supporting GPISF Assessment to be Used by Company (check all that apply):

☐ Paycentric Bill Pay Services *(additional enrollment form required)*:

■ Service Fee terminal

☐ Company Proprietary Solution or Value-Added Servicer

☐ Safe-T Services *(additional enrollment form required)*

☐ Other:

GPISF Pricing:

Service Fee Amount: 3.00 % or $

ACH (via Electronic Check Services): $

Implementation Fee (if applicable): $

[1] "Company-Managed" Convenience Fee means that Company establishes the amount of the Convenience Fee (subject to the requirements of the Agreement and applicable Payment Network Regulations) and retains the Convenience Fee. Company pays Elavon the per transaction fees as set forth in this application to the Agreement for all Convenience Fee Transactions.

[2] "Elavon- Managed" Convenience Fee means that Elavon establishes the amount of the Convenience Fee and retains the Convenience Fee in lieu of Company's obligation to pay Elavon the per transaction fees as set forth in this application to the Agreement for Convenience Fee Transactions. The Convenience Fee is still charged by Company and included in the overall transaction amount charged to the Cardholder.

[3] "Partner- Managed" Convenience Fee means that Sales Partner (a Sales Partner is a registered third party sales organization selling Elavon services) establishes the amount of the Convenience Fee (subject to the requirements of the Agreement and applicable Payment Network Regulations) as set forth in this application to the Agreement. Elavon will retain the Convenience Fee in lieu of Company's obligation to pay Elavon the per transaction fees as set forth in this application to the Agreement. The Convenience Fee is still charged by Company and included in the overall transaction amount charged to the Cardholder.

[4] "Company-Managed" Service Fee means that Company establishes the amount of the GPISF, programs its POS Devices to assess the GPISF, and retains the GPISF (subject to the requirements of the Agreement and applicable Payment Network Regulations). Company pays Elavon the per transaction fees as set forth in this application for all GPISF Transactions.

[5] "Company-Managed with Elavon POS Devices/Service Fee Terminals" means that Elavon programs the POS Devices to assess the GPISF established by Company and Company retains the GPISF. Company pays Elavon the per transaction fees as set forth in this application to the Agreement for all GPISF Transactions.

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

[7] "Partner- Managed" Service Fee means that Sales Partner (a Sales Partner is a registered third party sales organization selling Elavon services) establishes the amount of the GPISF (subject to the requirements of the Agreement and applicable Payment Network Regulations) as set forth in this application to the Agreement. Elavon will retain the GPISF in lieu of Company's obligation to pay Elavon the per transaction fees and Safe-T Services fees (if Safe-T is chosen above) for GPISF Transactions.

SUBSTITUTE FORM W-9

■ GOVERNMENT
☐ OTHER

♦ LEGAL BUSINESS NAME*: City of St. Louis

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

♦ LEGAL BUSINESS ADDRESS (NO PO BOX): 133 S. 11th Street - Suite 530			▸TIN (EMPLOYER ID #): 43-6003231
♦ CITY: St. Louis	♦ STATE: MO	♦ ZIP CODE: 63102	OR ▸TIN (SOCIAL SECURITY #):

4 COMPANY REPRESENTATIONS AND CERTIFICATIONS

Company Representations and Certifications. By signing below, the applicant company ("Company") and its representative(s) represent and warrant to Elavon, Inc. ("Elavon" or "member" as applicable), with offices at 7300 Chapman Highway, Knoxville, TN 37920 (collectively, "we" or "us") that (i) all information provided in this company application ("Company Application") is true and complete and properly reflects the business and financial condition of Company; and (ii) the persons signing this Company Application are duly authorized to bind Company to all provisions of this Company Application and the Agreement. The signature by an authorized representative of Company on the Company Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Company's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Company Application, the Terms of Service ("TOS"), the Addendum to the Terms of Service for Government/Institutional Companies attached hereto, and the Operating Guide incorporated herein by this reference and located at our website at https://www.mypaymentsinsider.com/api/file/c/Terms_of_Service_English and https://www.mypaymentsinsider.com/api/file/c/Operating_Guide_English, respectively. If you are accepting electronic payments through Transend Pay you also agree to the Terms and Conditions set out under the Resources tab at https://www.elavon.com/website/transendpay.html, and as subsequently amended in the Operating Guide in the Transend Pay Services Chapter. If Company does not have access to view the TOS or Operating Guide at our website, please contact our customer service center. Notwithstanding any such non-receipt of the TOS or Operating Guide, Company agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Company Application, have the same meaning ascribed to them in the TOS and Operating Guide.

Company must obtain an Authorization Code via electronic terminal or similar device before completing any transaction. Company understands that an AUTHORIZATION CODE IS NOT A GUARANTEE OF ACCEPTANCE OR PAYMENT OF A TRANSACTION. RECEIPT OF AN AUTHORIZATION CODE DOES NOT MEAN THAT COMPANY WILL NOT RECEIVE A CHARGEBACK FOR THAT TRANSACTION.

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

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you.

This Company Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Company Application. Delivery of executed counterparts of this Company Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Company Application shall constitute a signed original.

PCI Compliance, PCI/SafeT Program Fees. All companies, regardless of Transaction volume, must comply with the requirements of the Payment Card Industry Data Security Standard ("PCI DSS"). Elavon's monthly (PCI/Safe-T) Program Standard Fee is disclosed in the Fee section of this Application. For clarity, if Company has selected a Safe-T solution, the fee for PCI DSS compliance is included within the (PCI/Safe-T) Program Standard Fee. For ninety (90) days following account approval, Company will be charged the (PCI/SafeT) Program Discounted Fee disclosed in the Fee section of this Application. If Company validates its initial PCI DSS compliance within ninety (90) days after account approval, it will continue to be eligible for the (PCI/SafeT) Program Discounted Fee for the 12 months starting with the month in which it provides validation (e.g., if Company validates compliance in March, it will pay the discounted fee from March through February of the following year). If Company does not validate its initial PCI DSS Compliance within ninety (90) days following account approval, then Company will be required to pay the full, undiscounted (PCI/SafeT) Program Standard Fee until Company validates its annual PCI DSS compliance.

For any time after the ninety (90) days following account approval, if Company validates PCI DSS by the 25th day of a month, Company will be eligible for the (PCI/SafeT) Program Discounted Fee for the 12 months starting with the month of validation (e.g., if Company validates compliance by the 25th of March, it will pay the discounted fee from March through February of the following year). Following the end of each annual PCI DSS compliance validation period, Company will have to the 25th of the following month to validate compliance or Company will be required to pay the full, undiscounted monthly (PCI/SafeT) Program Standard Fee until Company again validates compliance.

American Express Acceptance Program (Acceptance Program). If Company has elected to accept American Express® Transactions (as indicated in the Card Acceptance section of this Company Application), in addition to all other terms of this Agreement, Company agrees to the Acceptance Program terms of the TOS. By signing below or by accepting a Transaction initiated with an American Express® Payment Device, Company expressly authorizes Elavon to submit American Express® Transactions to, and to receive settlement funds from, American Express on Company's behalf. Company further authorizes Elavon to provide Company's contact information to American Express, and Company agrees that American Express may use and share such contact information for its business purposes and as permitted by applicable Laws, including to communicate with Company regarding products, services, and resources available to Company's business. American Express's use of the email address and mobile phone number provided above is subject to the consent to such use as indicated in Section 1 of this Company Application. Consent to American Express's use of contact information for such communications may be withdrawn at any time by contacting our customer service center. Even if consent is withdrawn, Company may still receive messages related to important information about Company's account from American Express. Company or Elavon may terminate Company's acceptance of American Express® Payment Devices at any time, with or without cause, without affecting Company's rights and obligations pursuant to the remainder of this Agreement. Company acknowledges that, if at any time Company is no longer qualified to participate in the Acceptance Program, Company may be enrolled in the standard American Express® card acceptance program, which may have different terms and conditions than the Acceptance Program, and Company's acceptance of American Express® Payment Devices pursuant to this Agreement will be terminated. Company acknowledges that American Express is an intended third-party beneficiary of this Agreement, solely with respect to the terms and conditions applicable to Company's acceptance of American Express® Payment Devices, and that American Express has the right to enforce such terms and conditions directly against Company.

A PIN Debit Enablement Service Fee will be collected for any Interchange and Assessment savings generated through debit routing on your monthly debit transactions for Interchange Plus customers only. This monthly fee will be calculated from your actual debit transaction volume and will be a percentage of your overall debit cost savings. The PIN Debit Enablement Service Fee collected and the Interchange and Assessment savings will be reflected on your monthly statement.

♦ SIGNATURE: X	♦ PRINTED NAME: Adam Layne	♦ TITLE: Treasurer	♦ DATE:
SIGNATURE: X	PRINTED NAME:	TITLE:	DATE:

SUBMITTED BY (INTERNAL USE ONLY)

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

SALES REP SIGNATURE: X	♦ PRINTED NAME: John Blackwell	♦ REP ID #: ~~33215~~ 77182	♦ DATE: 10-19-26
♦ REP PHONE #: 336-816-4545	♦ REP EMAIL: john.blackwell@elavon.com	♦ SECONDARY REP ID #: 59833	

ADDENDUM TO THE TERMS OF SERVICE FOR GOVERNMENT/INSTITUTIONAL COMPANIES

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

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

2) **Section 5.1 Term is deleted and replaced with the following:**

"**Term**. Unless terminated as provided below, the Agreement will remain in effect for a period of three years ("**Initial Term**") following the date of acceptance of the Company Application by Elavon, which date will be the date upon which the Agreement becomes effective. Thereafter, the Agreement will renew automatically for successive one-month terms (successive six-month terms with respect to Canada) ("**Renewal Term**") unless terminated as provided below. If Company processes Transactions beyond the Initial Term or Renewal Term, then the terms of the Agreement will govern such Transaction processing."

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

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

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

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

(i) A material adverse change in Company's financial condition;

(ii) The commencement of a Bankruptcy Proceeding by or against Company;

(iii) Any representation by Company is false or misleading in any material respect as of the date made, or becomes false or misleading in any material respect at any time during the Term;

(iv) Any Payment Network or application of Payment Network Regulations requires Elavon to terminate the Agreement or cease processing Transactions for Company;

(v) Assignment of the Agreement or change of control of Company without Elavon's written consent;

(vi) The levy, garnishment or attachment of the DDA, the Reserve Account, or any of Company's property in Elavon's possession;

(vii) Any change, not approved by Elavon, that constitutes a material change in the types of goods or services Company sells or in the methods by which Company sells them, or any change that results in Company's violation of Elavon's underwriting policy; or

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

5) **Section 7.1.** Only if Company elects and is approved for the invoice fee collection model, then the second sentence of Section 7.1 of the Agreement is deleted and replaced with the following:

"Such fees will be calculated once each month for the previous month's activity. Elavon will send Company an invoice reflecting the fees due, which Company will pay within 30 days of the invoice date. In addition to all other available remedies, Elavon may offset any outstanding or uncollected amounts that are more than 90 days past due from (i) any amounts it would otherwise be obligated to deposit into the DDA and (ii) any other amounts Elavon may owe Company under the Agreement."

6) **Section 7.3 Change of Fees** is deleted and replaced with the following:

"**Change of Fees**. Elavon will not amend the fees for the Services for the Initial Term except to pass through to Company increases in interchange, assessments or charges, or increased or new fees imposed by a third party (including a Payment Network)."

7) **Section 7.4(b)** is deleted and replaced with the following:

"(b) Elavon will charge interest on all uncollected amounts owed to Elavon: (i) as provided in the applicable jurisdiction's prompt payment act; or (ii) if no such statute applies, then on amounts more than 30 days past due at a rate no greater than the maximum rate of interest permitted under Laws."

8) **Section 7.5 Taxes** is deleted and replaced with the following:

"**Taxes**. If applicable, Company will pay all taxes and other charges imposed by any governmental authority on the Services and Equipment provided under the Agreement, excluding any taxes based on Elavon's property or net income. If Company is a tax-exempt entity, Company will provide Elavon with an appropriate certificate of tax exemption."

9) **Section 9.1(b) Disclosure of Confidential Information** is revised to add after the last sentence as follows:

"If Company is subject to an open or public records law, Elavon will comply with the applicable requirements and provide Company with reasonable assistance and information when necessary to enable Company to comply with its disclosure requirements; provided, that Elavon will not be required to disclose information that is not subject to disclosure under applicable Law."

10) **Section 10.1 Audit** is deleted and replaced with the following:

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

11) **Section 10.2(b) Financial Information** is deleted and replaced with the following:

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

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

"**13(a). Company Responsibilities.** As between Company and Elavon, Company will be responsible for, and at its own expense, defend itself against any suits, claims, losses, demands or damages arising out of (i) any sale or provision of goods or services resulting in a Transaction processed under the Agreement; (ii) Company's breach of the Agreement; (iii) all use of any user ID and password other than by Elavon or Elavon's third-party contractors; (iv) Company's or its Service Providers' gross negligence or willful misconduct; (v) Company's or its Service Providers' violation of Laws or Payment Network Regulations; or (vi) any personal injury or real or tangible personal property damage to the extent caused by Company or its Service Providers. Company will not make any claims against Elavon for any liabilities, claims losses, costs, expenses and demands of any kind or nature, arising out of or in connection with any of the foregoing suits, claims, losses, demands or damages.

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

13(c). Infringement Claims.

(i) Elavon will defend Company and its employees, officers, and agents in connection with claims, actions, demands or proceedings (made or threatened) brought by a third party, and will pay the final award of damages assessed against Company, its employees, officers or agents in a final judgment by a court of competent jurisdiction, including awarded costs, or any amount in settlement or compromise authorized by Elavon in writing, arising out of Elavon's alleged infringement or other violation of a U.S. or Canada patent, copyright or trademark of a third party by the Services (but not Equipment) in the form delivered or Company's use thereof (an "Infringement Claim").

(ii) If any part of the Services or the use of the Services becomes, or in Elavon's opinion is likely to become, the subject of an Infringement Claim, and as a result of such Infringement Claim Company's use of the Services may be enjoined or interfered with, then Elavon will, at its option and expense, either, and in addition to defending Company and paying the final amount of damages as provided for in this section, (1) obtain a license for Company to continue using the alleged infringing component(s) of the Services; (2) modify the alleged infringing component(s) of the Services to avoid the infringement in a manner that still permits the Services to perform in all material respects in accordance with the Agreement; or (3) replace the alleged infringing component(s) of the Services with compatible, functionally equivalent, and non-infringing component(s). Elavon will use commercially reasonable efforts to accomplish the remedies identified in this section in a manner that minimizes the disruption to Company's business operations. If Elavon is not able to accomplish the above remedies within a commercially reasonable time frame and on commercially reasonable terms, Elavon may terminate the Agreement upon written notice to Company. Upon such termination, Elavon will promptly refund any fees paid for Services not performed as of the date of termination.

(iii) Elavon will have no liability for any Infringement Claim to the extent caused by (1) access to or use of the Services other than as specified under the Agreement and the related Documentation, (2) combination or use of the Services with non-Elavon products or services (whether or not provided to Company by Elavon), (3) any hardware, devices, software, services or other resources not provided by Elavon, (4) failure or refusal by Company to install, implement or use any Update or correction provided by Elavon, (5) modification or alteration of the Services by anyone other than Elavon without Elavon's prior written consent, (6) Company's goods or services, or (7) the negligence, gross negligence or willful misconduct of, or breach of the Agreement by, Company.

(iv) THIS SECTION 13(c) SETS FORTH THE EXCLUSIVE REMEDY OF COMPANY AND THE SOLE AND COMPLETE LIABILITY OF ELAVON WITH RESPECT TO ANY INFRINGEMENT CLAIMS.

13(d). Procedure.

(i) If an Infringement Claim is subject to Elavon's obligations in Section 13(c) of the Agreement, Company will:

(1) Provide Elavon prompt notice of the Infringement Claim (provided that any delay in notification will not relieve Elavon of its obligations under this Section 13(d) except to the extent that the delay materially impairs its ability to fully defend the Infringement Claim);

(2) Subject to Section 13(d)(ii), give Elavon the right to exercise exclusive control over the preparation and defense of the Infringement Claim, including appeals, negotiations and any settlement or compromise thereof, provided that Elavon will notify Company in writing of its election regarding the assumption of control of the preparation and defense of such Infringement Claim within 15 days following receipt of Company's written notice of such Infringement Claim, but, in any event, no later than 10 days before the date on which any written response to a complaint, summons, or other legal filing is due; and

(3) Provide such assistance in connection with the defense and settlement of the Infringement Claim as Elavon may reasonably request, at Elavon's expense. Elavon will not enter into any settlement that imposes any liability or obligation on Company, or contains any admission or acknowledgement of wrongdoing (whether in tort or otherwise), without Company's prior written consent.

(ii) Company may join in the defense, with its own counsel, at its own expense."

13) **Section 17.2 Jurisdiction and Venue; Governing Law** is deleted.

14) **Section 17.3 Exclusivity** is deleted.

15) **Section 17.5 Assignability** is deleted and replaced with the following:

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

16) **Section 17.6 Arbitration** is deleted.

17) **Section 17.9 Attorney's Fees and Expenses** is deleted.

18) **Section 17.12 Amendments** is deleted and replaced with the following:

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

19) **Schedule A, Section 1.6 Jurisdiction and Venue; Governing Law** is deleted.

20) **Schedule A, Section 1.7 Arbitration** is deleted.

21) **Schedule B, Section 16** is hereby added:

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

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SECOND ADDENDUM TO THE ELAVON TERMS OF SERVICE

This Second Addendum (the "**Amendment**") to the Elavon Terms of Service ("**TOS**," as defined in the Company Application) is entered into and effective as of the Amendment Effective Date (defined below) by and between Elavon, Inc. ("**Elavon**") and Company (defined below and in the Company Application). This Amendment modifies and amends certain terms of the TOS and the Addendum to the Terms of Service for Government/Institutional Companies ("**First Addendum**") as further set forth below. Capitalized terms used and not otherwise defined in this Amendment shall have the meanings ascribed to them elsewhere in the Agreement (as defined in the TOS) or the Operating Guide.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in the Agreement, as amended herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Elavon and Company agree to amend the TOS and the First Addendum as follows:

The following provisions hereby replace the like-numbered provisions of the TOS or are hereby inserted or deleted from the TOS, as indicated.

1) **Section 4.2(a) Reserve Account, Establishment** is deleted and replaced with the following:

(a) **"Establishment**. If a Reserve Event occurs and Company has not begun curing such Reserve Event within 10 business days of notice from Elavon concerning the same, Elavon may establish a Reserve Account to provide a source of funds to pay Elavon for all amounts owed by Company. The Reserve Account will be maintained with sums sufficient to satisfy Company's current and future obligations hereunder, as determined by Elavon. Elavon will have sole control of the Reserve Account. Elavon may, at any time, require that the amount on deposit in the Reserve Account be increased. Company's settlement funding may be directed to a Reserve Account if Company's websites are not in compliance with the Payment Network Regulations.

(i) **Reserve Event**. Each of the following will constitute a "**Reserve Event**":

(1) Fraudulent activity in any monthly period that equals or exceeds 1% of Company's average monthly volume over the preceding 12-month period;

(2) Chargebacks in any monthly period that equal or exceed 1% of the total dollar value of incoming items to Elavon;

(3) Elavon's reasonable belief that Company, if not approved by Elavon to engage in delayed delivery transactions, has accepted deposits but has not delivered the goods or services;

(4) Termination of the Agreement for any reason (following the cure period, if applicable);

(5) Nonpayment of amounts owed by Company to Elavon, following any applicable opportunity to cure;

(6) Fines, assessments, or charges imposed or reasonably expected to be imposed by the Payment Networks;

(7) The occurrence of a material adverse change in Company's financial condition (with a material adverse change occurring when Company experiences (a) a decrease in total revenues of 10% or greater from the prior fiscal year; (b) a decrease in gross operating or net margin of 10% or greater from the prior fiscal year; (c) negative cash provided by operating activities in any period; (d) a decrease in Company's asset base of 10% or greater from the prior fiscal year; or (e) a negative working capital position not offset by equal or greater available operating lines of credit);

(8) Assignment of the Agreement by Company in violation of Section 17.5 of the Agreement; and

(9) Revocation, termination, expiration or non-renewal of any guaranty, indemnity agreement, letter of credit or any other alternate security provided in connection with the Agreement, if applicable."

2) **Section 4.2(b) Funding** is deleted and replaced with the following:

"(b) **Funding**. Elavon may, upon 10 business days' prior notice to Company, fund the Reserve Account by any of the following means:

(1) Elavon may require Company to transfer funds to Elavon for credit to the Reserve Account;

(2) Elavon may debit the DDA and provide a corresponding credit to the Reserve Account; or

(3) Elavon may credit to the Reserve Account amounts it would otherwise be obligated to credit to Company."

3) **Section 4.2(c) Use of Funds in Reserve Account** is deleted and replaced with the following:

"(c) **Use of Funds in Reserve Account**. Elavon may apply credits in the Reserve Account against any outstanding amounts Company owes or future amounts Company will owe under the Agreement. Additionally, Elavon may debit the Reserve Account to exercise its rights under the Agreement, including its rights of set-off and recoupment to collect any amounts due to Elavon. Further, Company agrees that Elavon may be required to send funds in a Reserve Account to a third-party in response to a tax levy or other court order. Upon Company's request, Elavon will provide its standard reserve report identifying the credits/debits to the Reserve Account."

4) **Section 4.3 Recoupment and Set-off** is deleted and replaced with the following:

"(a) Elavon has the right of recoupment and set-off, and may, following 10 days' written notice to Company, offset any outstanding or uncollected amounts owed to it hereunder from:

(1) Any amounts it would otherwise be obligated to deposit into the DDA;

(2) The Reserve Account by reducing the credits thereto; and

(3) Any other amounts it may owe Company under the Agreement."

5) **Section 4.4 Remedies Cumulative** is deleted and replaced with the following:

"4.4. **Remedies Cumulative**. The rights conferred upon the parties in this Agreement are not intended to be exclusive of each other or of any other rights and remedies of available to the parties under the Agreement, at law, or in equity. Rather, each and every right of the parties under the Agreement, at law or, in equity, is cumulative and concurrent and in addition to every other right."

6) **Section 5.1 Term** is deleted and replaced with the following:

"5.1. **Term**. Unless terminated as provided below, the Agreement will remain in effect for a period of three years ("**Initial Term**") following the date of acceptance of the Company Application by Elavon, which date will be the date upon which the Agreement becomes effective. Thereafter, the Agreement will renew automatically

for successive one-month terms (successive six-month terms with respect to Canada) (each, a **"Renewal Term"**, and collectively with the Initial Term, the **"Term"**) unless terminated as provided below. If Company processes Transactions beyond the Initial Term or the final Renewal Term, then the terms of the Agreement will govern such Transaction processing."

7) **Section 5.2(a)(1) Termination by Company** is deleted and replaced with the following:

"(1) Company may terminate the Agreement effective at the end of the Initial Term or any Renewal Term by providing written notice of non-renewal to Elavon at least 30 days prior to the expiration of the then current term. If Company exercises its right to terminate during any one-month Renewal Term, such termination shall be effective as of the last day of the Renewal Term that follows a 30-day notice period.

By way of example, if a Renewal Term begins on July 1 and Company gives notice on July 1, then such termination will be effective on July 31 (i.e., before the start of the next Renewal Term on August 1). Conversely, if the Renewal Term begins on July 1 and Company gives notice on July 2, then such termination will be effective as of August 31."

8) **Section 5.2(a)(iv) Termination By Company** is hereby added:

"(iv) Company may terminate the Agreement, in whole or in part, on 60 days' prior written notice."

9) **Section 5.2(b) Termination By Elavon** is deleted and replaced with the following:

"(b) **By Elavon.** Elavon may terminate the Agreement in writing upon 10 days' notice if any of the following occur:

(1) A material adverse change in Company's financial condition;

(2) The commencement of a Bankruptcy Proceeding by or against Company;

(3) Any representation by Company is false or misleading in any material respect as of the date made, or becomes false or misleading in any material respect at any time during the Term;

(4) Any Payment Network or application of Payment Network Regulations requires Elavon to terminate the Agreement or cease processing Transactions for Company;

(5) Assignment of the Agreement or change of control of Company without Elavon's written consent;

(6) The levy, garnishment or attachment of the DDA, the Reserve Account, or any of Company's property in Elavon's possession;

(7) Any change, not approved by Elavon, that constitutes a material change in the types of goods or services Company sells or in the methods by which Company sells them, or any change that results in Company's violation of Elavon's underwriting policy; or

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

10) **Section 5.3 Notice of Termination** is deleted and replaced with the following:

"5.3. **Notice of Termination.** To be effective, Company's termination request must be in writing, and at a minimum, must include the name of the Company and Merchant Identification Number, and must be signed by the authorized signatory of the Company or his/her duly appointed designee. In those limited instances where Company's account is reinstated by Elavon following termination by either Company or Elavon, all of Company's obligations under the Agreement are likewise reinstated and will renew for successive Renewal Terms effective on the date of reinstatement."

11) **Section 5.4(a)(2) Account Closing** is deleted and replaced with the following:

"(2) All obligations of a party regarding Transactions serviced prior to termination will survive termination. Company is responsible for all fees incurred during the Term, including those that are debited or invoiced after the expiration or termination of the Agreement, provided that such debited or invoiced amounts are attributable to Transactions serviced prior to the expiration or termination of the Agreement. Company will maintain enough funds in the DDA following termination to cover all Chargebacks and returns, adjustments, fees, fines, penalties, assessments and charges from the Payment Networks and other amounts due under the Agreement for at least 180 days after termination."

12) **Section 5.4(b) Return to Elavon** is deleted and replaced with the following:

"(b) **Return to Elavon.** All Confidential Information, promotional materials, advertising displays, emblems, Transaction Receipts, Credit Transaction Receipts, and other forms supplied to Company and not purchased by Company or consumed in use will remain the property of Elavon, and Company shall destroy or return such property to Elavon within 10 business days after termination of the Agreement; *provided, however*, that Company shall retain copies of all information, documents, and materials that Company is required by Law to retain."

13) **Section 7.2 Research** is deleted and replaced with the following:

"If research is required, at least 10 days before conducting such research, Elavon will provide Company with a schedule of its standard rates for each such research item, including research required to respond to any third-party or government subpoena, summons, levy, garnishment, or required reporting on Company's account."

14) **Section 7.3 Change of Fees** is deleted and replaced with the following:

"(a) Elavon will not amend the fees for the Services during the Initial Term except to pass through to Company increases in interchange, assessments, or charges, or increased or new fees imposed by a third-party (including a Payment Network).

(b) Following the Initial Term, Elavon may adjust the fees for the Services (1) for the reasons stated in Section 7.3(a) above or (2) once per calendar year effective on the anniversary of the end of the Initial Term, by a percentage not to exceed the percentage increase in the Consumer Price Index for All Urban Consumers, United States, All Items (1982 - 1984 = 100), as published by the Bureau of Labor Statistics of the United States Department of Labor, over the immediately preceding 12-month period."

15) **Section 7.4(b),** as revised in the First Addendum, is hereby deleted.

16) **Section 7.6 Demand Deposit Account** is deleted and replaced with the following:

"Company will establish and maintain one or more DDAs to facilitate payment of fees to Elavon. Company authorizes Elavon and its Affiliates that provide Services under the Agreement to initiate ACH credit and debit entries to the DDA in order to pay the fees and any other amounts that may be due by Company to Elavon under the Agreement, and Company authorizes its depository institution to grant Elavon access to any information or

records regarding the DDA reasonably requested by Elavon to debit or credit the DDA and to otherwise exercise Elavon's rights under the Agreement with respect to the DDA. The foregoing authorizations will remain in effect throughout the Term and after termination of the Agreement until all of Company's payment obligations to Elavon have been paid in full.. Elavon has the right to rely on written instructions submitted by Company requesting changes to the DDA. If Company changes the DDA, the ACH authorizations established under this Agreement will apply to the new account, and Company will provide Elavon such information regarding the new DDA as Elavon deems necessary to effect debits from or credits to the DDA as provided under the Agreement. It may take up to 10 business days after its receipt of a written notice from Company to reflect in its system any change to Company's DDA."

17) **Section 7.7 Depository Institution** is hereby deleted.

18) **Section 9.1 Confidentiality** is deleted and replaced with the following:

(a) **Confidential Information Generally**. Company will, in compliance with applicable public records laws, protect Elavon's Confidential Information from unauthorized disclosure, publication, or dissemination with the same standard of care and discretion it employs with similar information of its own, but in no event less than commercially reasonable care, and will not use, reproduce, distribute, disclose, or otherwise disseminate Elavon's Confidential Information except in connection with the performance of its obligations or rights under the Agreement.

If Company believes it is required by Law to disclose Elavon's Confidential Information, Company will notify Elavon in writing, if possible, at least 30 days before the required disclosure. Company will cooperate with Elavon and provide any information that Company may legally disclose that Elavon may need in its response and that will assist with the protection of Elavon's Confidential Information.

(b) **Disclosure of Confidential Information.** If Company or its agents become legally required or compelled (by any publicly filed and noticed deposition, interrogatory, request for documents, civil subpoena, civil investigative demand or by any similar process or court or administrative order) to disclose Confidential Information, then Company, if permitted, will provide Elavon with prompt prior written notice of such legal requirement so that Elavon may seek a protective order or other appropriate remedy. If Elavon does not obtain a protective order or other remedy, Company agrees to disclose only that portion of the Confidential Information which Company is legally required to disclose and to use reasonable efforts to obtain assurances that confidential treatment will be accorded such Confidential Information. Neither party will be obligated to notify the other of the receipt of any non-public or confidential investigative demand, summons, or grand jury subpoena or other similar process that requires confidentiality on the part of the applicable party. If Company is subject to an open or public records law, Elavon will comply with the applicable requirements and provide Company with reasonable assistance and information when necessary to enable Company to comply with its disclosure requirements; *provided, however*, that Elavon will not be required to disclose information that is not subject to disclosure under applicable Law.

(c) **Duration of Obligations.** The non-disclosure obligations in this Section 9.1 will continue (i) with respect to Confidential Information that does not constitute a trade secret, for three years following termination, and (ii) with respect to Confidential Information that is a trade secret under Laws, for the longer of three years after termination and such period as the information retains its status as a trade secret under Laws.

(d) **Obligations on Termination**. At the request of the Disclosing Party upon termination of the Agreement, the Receiving Party will promptly delete or return to the Disclosing Party all originals and copies containing or reflecting any Confidential Information of the Disclosing Party (other than those required to be retained by Law, or that would be unreasonably burdensome to destroy, such as archived computer records). If a dispute arises between the parties in relation to the Confidential Information or the Agreement, the Receiving Party may retain a copy of such Confidential

Information as the Receiving Party reasonably determines is necessary for its defense of the dispute. In all cases, any retained Confidential Information will continue to be subject to the terms of the Agreement.

19) **Section 9.2(e)(3) Data and Security Use. Company Data Incident. Liability for Data Incident** is hereby deleted and replaced with the following:

(3) **Liability for Data Incident**. Only to the extent explicitly required by the Mastercard Security Rules or the Payment Network Regulations, only to the extent that such Data Incident is considered a breach by the Company following the results of a forensic audit (when required), and without waiving any of Elavon's rights and remedies, Company is liable for all fraudulent transactions related to any Data Incident and all costs Elavon incurs as a result of such Data Incident, including all (i) fees, fines, penalties or assessments by the Payment Networks, (ii) claims brought directly against Company from or by any third-party, and (iii) costs related to the notification of Cardholders or Customers, cancellation of Payment Devices (including underlying accounts), re-issuance of Payment Devices (including underlying accounts), forensic investigation, and PCI-DSS review for a report of compliance.

20) **Section 10.1 Audit** is deleted and replaced with the following:

"**Audit.** If Elavon or Member reasonably suspects that they are subject to a financial or reputational risk due to Company's actions or omissions, Company authorizes Elavon and its agents to perform an audit or inspection of Company's operations and records to confirm Company's compliance with the Agreement upon reasonable advance notice, during normal business hours, and at Elavon's expense. Company will obtain and submit a copy of an audit from a third party acceptable to Elavon of the financial, physical security, information security, and operational facets of Company's business at its expense when requested by Elavon to conform with the Payment Network Regulations. Further, Company acknowledges and agrees that the Payment Networks have the right to audit Company's business to confirm compliance with the Payment Network Regulations. Company will maintain complete and accurate records of its performance under the Agreement. Company will execute and deliver to Elavon all documents Elavon reasonably deems necessary to verify Company's compliance with Section 8.1.

Elavon will provide Company, during normal business hours, with at least thirty days prior written notice, subject to the reasonable security policies of Elavon, applicable Laws, and Payment Network Regulations, and no more than once annually, with records and information that arise from or relate to Transactions processed under the Agreement. Notwithstanding the foregoing, if, fraud or abuse has occurred or is expected to occur, Company may request, and Elavon shall provide within thirty days of such request, any records and/or information arising from or relating to Transactions processed hereunder.

Additionally, any records obtained by Company pursuant to this Section 10.1 that Elavon believes are sensitive or Confidential Information shall be marked as such prior to production to Company. Such sensitive records and Confidential Information may be viewed at an Elavon location or via a video conference, however, Company may not record or create copies of the sensitive or Confidential Information.

Upon receipt of a request by a third-party for the City to produce, review, or copy records marked by Airline as "Confidential," or "sensitive", Company will notify Elavon of the request and give Elavon will be given an opportunity to protect any claims it may assert to its confidentiality by initiating an action in a court of competent jurisdiction. Should Elavon fail to timely bring an action to enforce its rights, then the requested records will be released by Company based upon its determination under applicable Law."

21) **Section 10.3 Financial Information** is deleted and replaced with the following:

At Elavon's request, Company will provide Elavon with its most recently prepared, internally-audited financial statements. Within 120 days after the end of each fiscal year (or in the case of a government entity,

when available), Company shall provide Elavon with a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year, each audited as provided above. Company will also provide Elavon such interim financial statements and other information as Elavon may request from time to time.

22) **Section 13(a) Company Responsibilities**, as amended by the First Addendum, is revised to delete the last sentence.

23) **Section 14 Limitation of Liability** is deleted and replaced with the following:

"Company acknowledges that fees for the Services are very small in relation to the funds conditionally credited to Company for Transactions, and, consequently, Elavon's willingness to provide these Services is based on the liability limitations contained in the Agreement. Therefore, except as provided hereunder, Elavon's aggregate liability for any losses, damages, liabilities, fines, judgements, and expenses (including all reasonable attorneys' fees) (collectively, "**Losses**"), regardless of the form or action, arising out of the Agreement or Elavon's performance or non-performance of Services under any theory of law or equity (whether in contract, tort, negligence, strict liability, by statute, or otherwise), will not exceed an amount equal to Five Hundred Thousand Dollars and 00/100 ($500,000.00), exclusive of fees and variable costs incurred by Elavon to process Transactions such as interchange fees, assessments, charges, and fees imposed by a third party. Except as provided hereunder, in no event will Elavon, Member, Company, or their agents, officers, directors, or employees, be liable to the other for indirect, exemplary, punitive, special, or consequential damages in connection with the Agreement under any theory of law or equity (whether in contract, tort, negligence, strict liability, by statute, or otherwise)."

Notwithstanding the foregoing, this limitation of liability shall not apply to Losses arising out of or related to (i) fraud by Elavon; (ii) pursuant to Section 9.2(d), Losses in the form of all fees, fines, penalties, assessments, or charges levied against Elavon by the Payment Networks in connection with an Elavon Data Breach; (iii) third-party indemnification obligations, including but not limited to the alleged infringement or other violation of a U.S. or Canada patent, copyright or trademark of a third party by the Services as set forth in Section 13(b)(iv).

24) **Section 17.5 Bankruptcy** is deleted and replaced with the following:

"**Bankruptcy**. Each party will immediately notify the other of any Bankruptcy Proceeding initiated by or against such party. Such party involved in a Bankruptcy Proceeding will include the other party on the appropriate schedule of creditors and any creditors' matrix filed with any Bankruptcy Proceeding."

25) **Section 17.8** is deleted and replaced with the following:

"**Amendments**. Except as otherwise provided in the Agreement, amendments to the Agreement will be in writing and signed by the parties. Notwithstanding the foregoing, Company, Elavon, and Member may amend or modify the Agreement, to the extent such changes are required by or attributable to changes in the Payment Network Regulations, other Laws, and federal, state, and local regulations, upon written notice to the other party or parties. Such amending party or Member will inform the other party or parties of such a change in a periodic statement or other written notice, and such change will become effective no sooner than 30 days after the issuance of the notice. Notwithstanding the previous sentence, if and only to the extent required by the Payment Network Regulations, changes to fees authorized by the Agreement will be effective upon notice to Company, unless a later effective date is provided. Further, Elavon may pass through to Company the fee increases imposed upon Elavon by Visa, MasterCard, Discover Network, any other Payment Network, and any other third-party, including telecommunications vendors."

26) **Section 17.9 Attorney's Fees and Expenses** is reinstated as follows:

"Attorneys' Fees and Expenses. Except as otherwise provided in the Agreement, each party will pay its own costs and expenses in connection with the Agreement and the transactions contemplated hereby, including all attorneys' fees and accounting fees."

27) **Section 17.13 Force Majeure** is deleted and replaced with the following:

"Neither party will be considered in default in performance of its obligations to the extent such performance is delayed by Force Majeure affecting such party's ability to perform. A "Force Majeure" means an act of God, natural disaster, pandemic, war, act of terrorism, civil disturbance, action by governmental entity, strike, and other cause beyond such party's reasonable control. If a Force Majeure interrupts Elavon's provision of any Services, Company will continue to pay Elavon the fees for the Services owed under the Agreement and Elavon will make all reasonable efforts to restore such Services. If the delay caused by the Force Majeure continues for a more than 14 days, then Company may, upon notice to Elavon, abate payment to Elavon (to the extent Services are not performed) and terminate the Agreement."

28) **Section 17.19. Obligations under Operating Guide** is hereby added:

"Obligations under Operating Guide. The provisions identified in the Operating Guide (as published on April 30, 2026, and as amended from time to time to remain in compliance with the Payment Network Regulations or otherwise) are intended to supplement this Agreement and further explain the obligations of the parties with respect to the Services Company chooses to use. If a conflict exists between an amendment or addendum, the Agreement, or the Operating Guide, the following order of priority will apply (1) all amendments/addenda to the Agreement; (2) the TOS, and (3) the Operating Guide. In no event will the Operating Guide impose any obligations upon Company that are prohibited by applicable Law. "

29) **Section 17.20. Prohibition on Company Indemnification** is hereby added:

"Notwithstanding any other provision to the contrary under the TOS, this Amendment or the First Addendum, the Operating Guide, any hyperlinked terms cited herein, or any other any attachment, exhibit, or appendix hereto, Company may not indemnify, defend, or hold harmless Elavon to the extent prohibited by the Missouri Constitution, Article III §38(a) or §39(2), as amended from time to time. Any provision hereunder to the contrary shall be deemed void *ab initio*, and all rights, obligations, and liabilities associated with any such provision or provisions shall be entirely extinguished from inception."

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IN WITNESS WHEREOF, each of the parties has caused a duly authorized representative to execute this Amendment on behalf of such party.

CITY OF ST. LOUIS
("**Company**"):

By: _____

Name: ADAM LAYNE

Title: TREASURER

Date: 10/29/2026

ELAVON

By: _____

Name: Timothy I. Miller

Title: ~~Senior Vice President~~ Global Credit and Risk

Date: 10-13-26

("**Amendment Effective Date**")