

**APPLICATION AND AGREEMENT FOR FILTERED PAY REDEMPTION**

THIS AGREEMENT ("Agreement") between Fidelity Information Services, LLC. an Arkansas limited liability company located at 601 Riverside Avenue, Jacksonville, Florida 32204 (together with its subsidiaries and affiliates, "FIS"), and Merchant named below (hereinafter "Merchant") shall be effective as of contract execution.

The NYCE network Rules describe the details on provisions & regulations regarding the use of FIS provided POS equipment and supplies. Merchant will be financially responsible for all fees, equipment and services relating to the POS equipment and supplies.

This Agreement for Filtered Pay Redemption includes:

- Merchant to complete – Merchant Information Sections 1 & 2
- Terms and Conditions
- Monthly Service and Fees Addendum

**Complete all required information on pages 1, 2, 3, & 4.**

\* Required Information

<b>Merchant Store Name *</b>	
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Please **PRINT** name of your physical store.

<b>Physical Address *</b>		<b>Primary Phone *</b>	
<b>City *</b>		<b>Zip code *</b>	

<b>IRS Legal Filing Name *</b>	
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PRINT legal name of your enterprise as shown on your income tax return. If filing with a SSN, IRS Legal name CANNOT be the name of the company. The IRS Legal Name must be to whom the SSN has been assigned.

<b>Federal Tax ID or SSN *</b>									
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(Check one)  
 Federal Tax ID  SSN

<b>Type of Business *</b> (Check one)	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Nonprofit/Tax-exempt <input type="checkbox"/> Government Entity <input type="checkbox"/> LLC <input type="checkbox"/> Foreign Entity <small>If you check "Foreign Entity", you must complete and provide FIS with a signed Form W-8BEN Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding. Download from <a href="http://www.irs.gov/pub/irs-pdf/fw8ben.pdf">http://www.irs.gov/pub/irs-pdf/fw8ben.pdf</a></small>
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<b>ACCEPTED AND AGREED:</b>			
<b>MERCHANT SIGNATURE *</b>		<b>FIDELITY INFORMATION SERVICES, LLC</b>	
Print Name *		Print Name	Prashant Gupta
Title *		Title	Line of Business Executive
Date Signed *		Received by FIS	
Complete, sign and return this Agreement to FIS by fax OR mail.		Fax to: 414.341.7085 Secure electronic fax. No cover page needed.	
		Mail to: FIS Merchant Services, Attn: Merchant Services, PO Box 290, Milwaukee WI 53201-0290	

**MERCHANT INFORMATION SECTION-1**

\*Required information

<b>Checkout Lanes</b>	
Number of Required Terminals *	

<b>Operations Contact</b>			
Operations Contact Name *		Phone Number	
Operations Contact Email *		Fax	

<b>Emergency Phone Numbers *</b>			
Operations Contact Home Phone Number		Cell Phone Number*	

<b>Connectivity Type *</b>	<input type="checkbox"/> Broadband Internet	Please refer to Section 12.2, Conditions of Use
	<input type="checkbox"/> Dial up only	
	<input type="checkbox"/> Broadband Internet with Dial backup	

<b>Use Terminals *</b>	<input checked="" type="checkbox"/> Filtered Pay	Please refer to Section 12.2,

<b>Pin Pad Requirements</b>	<input type="checkbox"/> PIN Pad NOT included unless noted here.
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<b>Chain Store Information (only if applicable)</b>	
<b>Chain Store Name *</b>	<input type="checkbox"/> No <input type="checkbox"/> Yes, Name of Chain:
<b>Chain Contact Name &amp; Phone Number *</b>	
<b>Contact email Address*</b>	

## MERCHANT INFORMATION SECTION—1 (continued)

**Merchant's Store(s)**

(Merchant to complete, provide on a separate sheet or electronically.)

Store Number*	Store Address(es)	Number / Terminals

\*If applicable

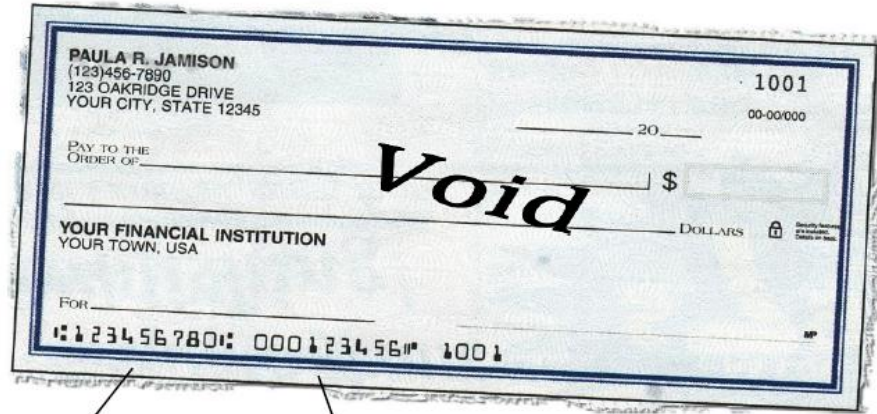
**MERCHANT INFORMATION SECTION—2**

For electronic settlement of Transactions (per Terms and Conditions, Section 2.1 Merchant Account of this Agreement), Merchant must maintain a CHECKING account that can accept ACH Debits and Credits.

FIS will verify your financial institution and account information using the codes at the bottom of your check.

Write VOID on a business check.

BEFORE faxing (or mailing) the printed copy of the Agreement, **tape top edge of voided check over this picture >>**



**ATTACH VOIDED CHECK ABOVE**

\* Required information

Bank Routing Number							

Merchant's Bank Account Number											

Transaction Processing Cutoff Time *	Please refer to Terms and Conditions, Section 2.4, Credits to Account
<p><b>Cutoff Time</b> is when your transaction processing cuts off each day. The 24-hour period from one Cutoff Time to the next is your <b>Processing Day</b>. The ACH Deposit deadline is 6:00pm CT. If your Cutoff Time is:</p> <ul style="list-style-type: none"> <li>BEFORE 6:00pm CT, your processing day funds will be deposited in your bank account the next business day.</li> <li>AFTER 6:00pm CT, your funds will be deposited in two (2) business days.</li> </ul>	

Store Hours *	<input type="checkbox"/> Yes <input type="checkbox"/> No: provide store hours below
Open 24/7/365	

	Open	Close	Time Zone:
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

—END MERCHANT INFORMATION—

## TERMS AND CONDITIONS

WHEREAS, Fidelity Information Services, LLC ("FIS") has developed a system for the redemption of certain card programs (the "System"); and

WHEREAS, Merchant, a retail seller of goods, represents itself to be properly authorized by the U.S. Government to do business in the applicable state(s) where Merchant operates its retail establishments, in accordance with the Conditions of Participation listed below, and

WHEREAS FIS may offer the placement of one or more terminals, printers, scanners and/or pin pads (collectively "Terminals") at Merchant's retail location in order to allow Cardholders to pay for program eligible items, and

WHEREAS FIS shall process redemption Transactions made through Terminals on behalf of Merchant in accordance with the terms of this Agreement.

NOW THEREFORE, FIS and Merchant hereby agree as follows:

### Definitions.

**Acquirer** means an ATM, POS, or Third-Party Processor initiating or routing a Redemption Transaction. Acquirers include Third Party Processors (TPP).

**Banking Day** means a day that is not a nationally recognized bank holiday and on which a branch of the Federal Reserve, which is used for settlement, is open for business.

**Card** means any access device or account number issued to a Cardholder for use in effecting Transactions, including without limitation debit cards, Program Cards, NFC device, Virtual Cards and/or Wearables.

**Cardholder** means any Recipient or other individual person or entity to which a Program Card has been issued and/or who is authorized to use such Program Card to initiate Transactions with Merchant.

**CAS or Cardholder Authorization System** means the telecommunication and processing system (including software and hardware) operated by or on behalf of an issuer that authorizes or declines Transaction requests.

**Documentation** means: (a) all Operating Bulletins (as they may be amended from time to time), and other information provided to Merchant by FIS concerning the System.

**Equipment** means POS terminal and/or pin pads, scanners, and any other equipment provided to Merchant for use in accepting Transactions.

**Federal Regulations** means all federal laws, rules and regulations of the United States of America that are applicable under this Agreement, including but not limited to:

(a) Applicable federal laws, regulations and rules, including but not limited to the federal Electronic Funds Transfer Act (Title IX of the Consumer Credit Protection Act, 15 U.S.C. 1693 *et seq.*) and Regulation E (12 C.F.R.205) promulgated thereunder; the federal Truth-In-Lending Act (15 U.S.C.1601 *et seq.*) and Regulation Z. ( 226) promulgated thereunder; and all applicable International Standards Organization (ISO) and American National Standards Institute (ANSI) standards referenced in any such laws, regulations, or rules.

**Filtered Pay** means a program that uses UPC and PLU codes to match against an approved product list for authorization of a transaction.

**Filtered Spend System** means the Networks and system of FIS, including without limitation the system that provides for the electronic movement of funds and is used to assist Merchants in acquiring Transactions.

**Merchant** means a retailer that has entered into a Merchant Agreement with FIS pursuant to which contract the retailer may sell goods to Recipients using the System.

**Network** means any national or regional electronic funds transfer network or other card processing network supported by or through FIS, including but not necessarily limited to Visa, MasterCard, MAC, Plus, Cirrus, STAR, NYCE, Pulse, American Express and Discover.

**NYCE® Operating Rules** means the NYCE® Operating Rules issued by the FIS, as amended from time-to-time. **PIN** means a Recipient's personal identification number.

**POS** means point of sale.

**Processing Services** means the computer data acquiring services provided by FIS to Merchant through the System, as applicable, in accordance with electronic authorization, links to Networks, Transaction switching, and other support services.

**Program Cards** are any Card issued to a Cardholder to access a limited purpose account established for the purpose of accessing program funds.

**Recipient** means any individual person who is authorized to use the Program Card.

**Transaction** means: (a) with respect to the Filtered Pay System, one of the following transactions processed by the System: Purchase, Void Last payment transaction, refund, or reversal initiated by a Cardholder and that is transmitted to FIS for processing.

**UL means** Underwriters Laboratories, the American safety consulting and certification company. UL is one of several companies approved to perform safety testing by the US federal agencies.

1. **Conditions of Participation.** Merchant if participating, shall be identified as a participating Merchant and in agreeing to the terms and conditions of this Agreement is entitled to the rights of participation as defined by this Agreement.
2. **Merchant Accounting.**
  - 2.1 **Merchant Account.** Merchant shall maintain a checking account at a financial institution of Merchant's choice for purposes of electronic settlement of Transactions ("Settlement Account"). This checking account must accept debit and credit ACH Transactions.
  - 2.2 **Merchant ACH Returns.** Any fees assessed by the Merchant's financial institution or by ACH Operator to FIS for activity related to processing redemption Transactions will become the responsibility of the merchant, via monthly invoice, and will be charged back to the Merchant.
  - 2.3 **Merchant IRS Fees.** Merchant shall be liable for any fees or costs assigned to FIS by the IRS or State Treasury departments for updates, corrections, and re-distributions of 1099K filings for Merchant. Merchant must promptly notify FIS in writing of any licensing or tax reporting changes for Merchant.
  - 2.4 **Credits to Account.** Merchant's Settlement Account shall be credited in an amount equal to the aggregate value of all on-line and all authorized offline transactions completed pursuant to this Agreement no later than, depending upon time of Merchant processing cutoff, either one (1) or two (2) bank business days following the day on which such transactions occur less monthly service and transaction fees, chargebacks and applicable State taxes or other required deductions. FIS shall guarantee settlement for all Transactions approved by FIS. Merchants shall have a cutoff time of 2:30 am Central Time ("CT") with the option to change. For cutoff times prior to 6:00 p.m. Central Time ("CT"), funds will be deposited to the Merchant's bank on the next bank business day following the day on which the

transactions occurred. For cutoff times after 6:00 p.m. ("CT"), funds will be deposited two banking days following the day on which the transactions occurred. A "banking day" shall mean a day that is not a nationally recognized bank holiday and on which a branch of the Federal Reserve that is used for settlement is open for business. FIS reserves the right to discontinue authorizing Transactions if FIS fails to receive reimbursement of funds from the appropriate Issuing institution. In the event of such a discontinuance, FIS shall use reasonable commercial efforts to notify affected Merchants.

### 2.5 Out of Balance Discrepancies.

2.5.1 Merchant shall notify FIS of any Transaction that is erroneously or believed to be erroneously handled by the System within six (6) business days from the original Transaction date. Merchant shall supply FIS with any supporting documentation upon request. Failure to notify FIS within such six (6) business day period waives any right to an adjustment. In addition, FIS may initiate adjustments where a Recipient submits a substantiated claim within ninety (90) calendar days of the date of a Transaction or where other System errors have been identified. The out of balance discrepancies are between the Merchant and FIS and are not client or Merchant adjustments that must comply with the timeframes as specified in the federal regulations.

2.6 **Correction of Data.** In the event FIS' employees cause errors in Merchant's data to occur and Merchant requests correction of such data within six (6) business days from the date of the error, FIS will correct such data as necessary at FIS' expense. Merchant is required to provide all information requested with respect to alleged errors. The expense to FIS of correcting such data shall be the only obligation of FIS and shall constitute Merchant's sole and exclusive remedy with respect to such errors.

### 3. Term and Termination.

3.1 **Term.** The term of this Agreement shall begin as of the date hereof and shall continue until terminated in accordance with this Agreement or upon termination of the Contract, whichever is earlier.

#### 3.2 Termination.

3.2.1 **By Merchant Without Cause.** Merchant may terminate this Agreement and return the Equipment, for any reason, upon at least sixty (60) days prior written notice to FIS. If notice is not given, then Merchant shall pay FIS, in addition to any other amounts owed, liquidated damages equal to the estimated monthly charge for service (as set forth in the Monthly Service and Fees Addendum), multiplied by two (2). Notwithstanding anything to the contrary in the Agreement, Merchant's monthly charges shall continue until all Equipment is returned to FIS.

3.2.2 **For Breach.** Either party may terminate this Agreement upon the material breach of this Agreement by the other party if the breaching party fails to cure

such breach within (30) calendar days after receipt of written notice specifying in detail the breach claimed, provided.

- 3.2.3 **By Request of Government Agency.** FIS may terminate this Agreement immediately upon the request of this State or U.S. Federal Agency having the authority to request such termination.
- 3.2.4 Upon any termination, hereof or any insolvency or bankruptcy of Merchant, all Equipment shall be immediately returned to FIS, at Merchant's expense, in good condition, normal wear and tear excepted. In any such event, FIS shall have the right to enter Merchant's premises and take possession of Equipment or charge Merchant for the cost of the Equipment.
4. **Charges to Cardholders.** Unless specifically allowed by law, Merchant shall not charge Recipients a fee for providing access to program funds. Merchant shall not require a balance inquiry as a condition to a purchase. A card must be present for all Transactions.
5. **NYCE Payment Network Operating Rules.** NYCE Payments Network, LLC ("NYCE") publishes card operating rules (the "NYCE Rules"). The NYCE Rules provide customary payment card network governance for participants in the NYCE network, including but not limited to card issuers, participating retailers and processors with respect to card and other NYCE network transactions. Current NYCE Rules are available upon request. Merchants will provide store location information as requested by FIS. Filtered Pay transactions shall be governed by the NYCE Rules. FIS and Merchant shall each comply with the NYCE Rules, as amended from time-to-time.
6. **Signage.** Cardholders shall not be identified or otherwise singled out as Recipients of the Program. Specifically prohibited is the designation of "Program Only" lanes. Merchant agrees to maintain signage as requested by program(s) to indicate participation by the Merchant and within the store to allow the cardholder participation.
7. **Confidentiality/Release of Information.**
- 7.1 **Confidentiality.** "Confidential Information" means (i) a party's proprietary or confidential information which is designated in writing as such or that by nature of the circumstances surrounding the disclosure ought in good faith to be treated as proprietary or confidential, and (ii) all FIS products or services, including all trade secrets contained therein. Each party agrees
- (a) that during the course of its performance of this Agreement it may learn certain information concerning the other party's Confidential Information;
- (b) that the Confidential Information of the other shall remain the property of the other, and that

such Confidential Information is made available on a limited use basis solely in connection with this Agreement; (c) that it will advise its employees to whom the information is disclosed of their obligations under this Agreement; (d) that it will not use, sell, disclose or otherwise make available any such Confidential Information, in whole or in part, to any third party without the prior written consent of the other party; and (e) that it will utilize the same degree of care it utilizes for its own confidential information, but in no case less than a reasonable degree of care, to prevent disclosure or use of such Confidential Information to or by any unauthorized person or entity. Upon termination of this Agreement all copies of Confidential Information shall be returned. The restrictions under this section shall not apply to information which: (i) is or becomes publicly known through no wrongful act of the party receiving the Confidential Information; or (ii) becomes known to a party without confidential or proprietary restriction from a source other than the disclosing party; or (iii) a party can show by written records that such information or data was in its possession prior to disclosure by the other party. In the event a party is legally compelled to disclose the Confidential Information it will be entitled to do so provided it gives the other party prompt notice and assists the other party, at the other party's expense, in obtaining any protective order.

- 7.2 **Disclosure of Cardholder Information.** The use or disclosure by Merchant of any information concerning an Cardholder for any purpose not directly connected with the performance of Merchant's duties pursuant to this Agreement is prohibited.
- 7.3 **Merchant Information.** Notwithstanding the foregoing, Merchant acknowledges that FIS may release Merchant information regarding Merchant's use of the System upon request by any Federal or State agency having authority to request such information, and Merchant shall have no claim or cause of action against FIS for such release of information.
8. **Compliance with Laws.** Merchant is responsible for complying with all applicable state and federal laws or regulations as amended from time to time, including but not limited to the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the American With Disabilities Act of 1990, the Clean Air Act, the Clean Water Act, the Energy Policy and Conservation Act and the Immigration Reform and Control Act of 1986. Merchant shall not, on grounds of race, color, religion, sex, sexual preference, national origin, creed, marital status, age, Vietnam era or disabled veteran's status, or the presence of any sensory, physical or mental handicap: (a) deny an individual any contracted activities or other benefits provided under this Agreement; (b) provide any contracted activities or other benefits to an individual which are different, or are provided in a different manner, from those provided to others under this Agreement; (c) deny any individual an opportunity to participate in any program provided by this Agreement through the provision of contracted activities or otherwise, or afford an opportunity to do so which is different from that afforded under this Agreement.
9. **Indemnification and Liability.** Notwithstanding any other

provisions of this Agreement, FIS shall not be obligated to indemnify or to hold harmless Merchant, or Merchant's officers, directors, employees, or any other party, except as required by applicable law or applicable operating rules, provided that FIS shall refund to Merchant the correct Transaction amount of an erroneous or fraudulent Transaction where such erroneous or fraudulent Transaction was caused solely by FIS's fraud, gross negligence, or breach of this Agreement. Except to the extent required by applicable law or applicable operating rules, FIS's liability to Merchant shall be limited in all cases and in the aggregate to direct damages not to exceed the fees paid by Merchant to FIS in the three (3) months preceding the event that is the basis of the claim. Merchant hereby agrees to indemnify and hold FIS harmless from and against any liability arising out of this Agreement and FIS' performance hereunder except with respect to Merchant's direct damages caused by fraud or gross negligence of FIS' employees. In no event shall either party be liable to the other for indirect, incidental or consequential damages.

10. **Equipment and Installation.**

10.1 **FIS Supplied Terminals.** FIS will furnish a POS terminal and/or pin pads, scanners and any other equipment ("Equipment") to Merchant in accordance with the Monthly Service and Fees Addendum. FIS will furnish the Equipment for installation in Merchant's store(s) as listed in Merchant Section 1.

10.2 **Conditions of Use.**

- 10.2.1 Use of FIS-supplied Equipment for purposes other than contracted reasons is strictly prohibited.
- 10.2.2 The Merchant shall maintain security procedures reasonably necessary to ensure the physical security of the Equipment.
- 10.2.3 All Equipment and title thereto shall at all times hereunder remain the property of FIS. FIS reserves a security interest in all Equipment. Merchant shall provide FIS all reasonable assistance in perfecting such interests. No right or title to Equipment shall pass to Merchant by virtue of this Agreement except as expressly provided hereunder.
- 10.2.4 Merchant shall not suffer or allow any lien, claim or encumbrance to attach to Equipment.
- 10.2.5 All Equipment shall be returned to FIS at Merchant's expense in the same condition as supplied to Merchant,

normal wear and tear accepted, within thirty (30) days of any termination of this Agreement.

- 10.2.6 Risk of loss or damage to Equipment shall pass to Merchant upon delivery to Merchant's store(s). Merchant shall be liable for lost, stolen, or damaged Equipment, or Equipment not returned to FIS, and Merchant's Settlement Account will be debited at the cost of any lost, stolen, or damaged Equipment not returned to FIS. Merchant must notify FIS promptly if Equipment is lost, stolen or damaged. Merchant is advised to maintain adequate insurance to cover the value of Equipment in the event of any loss or damage thereto or theft thereof.
- 10.2.7 Merchants desiring to support digital service are required to use a Broadband connection to the Equipment. FIS will utilize Merchant's broadband internet connectivity for each POS configuration. Establishing broadband service and payment for broadband service is the responsibility of the Merchant.
- 10.2.8 Merchant shall ensure that a current Approved Product List ("APL") is available to each terminal that will be redeeming Program Card transactions. A new APL is available to be scheduled daily. Merchant should initiate download if APL file is not current.
- 10.2.9 Voice over IP ("VoIP") is not supported for Transaction processing. Operation of the Terminal using VoIP is at the Merchant's own risk.
- 10.2.10 Analog Lines are required to support dial-up communications for Transaction processing.
- 10.3 **Terminal Problems.** If Merchant believes an FIS- supplied Terminal is malfunctioning, Merchant shall call the appropriate phone number to report such problem. FIS will attempt to determine by phone if there is a Terminal problem. Merchant shall cooperate with FIS in attempting to resolve any Terminal problems. If an FIS-supplied Terminal has a problem that would negatively impact program funds redemption, FIS shall use its best efforts to replace the Terminal within 48 hours after Merchant reports a service issue.
- 10.4 **Replacement Terminals.** If a replacement Terminal is shipped to the Merchant, FIS may contact the Merchant to assist with the replacement process. In good faith at the Merchant's expense, Merchant is expected to return malfunctioning equipment at the time replacement equipment is ordered. If



malfunctioning Equipment is not returned within 14 days of replacement order, Merchants' Settlement Account will be debited fair value of equipment.

10.5 **Training and Operation.**

10.5.1 FIS will supply initial training to Merchant on how to use the Equipment. Thereafter, Merchant shall be responsible for on-going training of its employees.

10.5.2 POS Operating Procedures. The Merchant Procedure Manual is available via down load from the Merchant portal [www.ebtEDGE.com](http://www.ebtEDGE.com) or may be mailed to Merchant at Merchant's request, and is a manual governing the operation of the System and Equipment and Merchant shall comply with the procedures of such manual.

10.5.3 Merchants will not receive supply beyond initial supplies provided with the terminal shipment. Any items beyond that are at the Merchant's expense.

10.5.4 Availability. A designated employee of Merchant shall be available to assist Cardholders with purchases during normal store hours of operation.

10.6 **Power.** Merchant is expected to have adequate clean power located in close proximity to accommodate the Equipment. A UL approved power strip with a surge protector may be utilized to supplement existing power outlets.

10.7 **NO WARRANTIES.** FIS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE EQUIPMENT PROVIDED BY FIS AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED INCLUDING ANY WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Taxes.** Any and all sales, use, excise, value-added, personal property or any other taxes (excluding taxes based on FIS' net income) imposed, assessed, levied or otherwise arising from the transactions contemplated by this Agreement or the installation, use or operation of Equipment shall be the sole responsibility of Merchant.

12. **Fees; Adjustments.**

12.1 Merchant agrees to pay charges and fees in the amount and in the frequency as specified in Monthly Service and Fees Addendum. All fees and charges

owed to FIS shall be deducted from Merchant's Settlement account on a monthly basis for the prior month's services. Merchant can obtain a copy of its monthly invoice on [www.ebtEDGE.com](http://www.ebtEDGE.com).

12.2 FIS has the right to revise the fees and charges and add new fees upon 30 days' written notice and Merchant agrees to pay such revised charges and fees unless Merchant objects to the revisions within 30 days receipt of the notice by first class mail. Any objections to any such charges or fees that are not made and timely received by FIS as provided herein, shall be deemed waived. Merchant's continued use of the services after the period for objection has passed shall be deemed acceptance of the new terms.

13. **Notification of Address or Other Changes.**

Merchant must provide notice to FIS of any changes in the Merchant ownership and/or address. Merchant must provide notice to FIS of any changes in the Merchant bank account number.

14. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be deemed given when sent by first class mail, to the address of the party receiving notice as appears on the signature page of this Agreement or as changed through written notice to the other party. All legal notices will be sent via certified mail return receipt requested.

15. **Settlement Account Information.** Merchant must provide FIS notice of any changes to its Settlement Account information within three (3) days of any changes to the Settlement Account information. In the event Merchant fails to notify FIS of such changes, Merchant shall be responsible and shall reimburse FIS for any fees or costs accessed on FIS for failing to maintain correct settlement information.

16. **Merchant Tax ID/FEI.** FIS is obligated to send Merchant an IRS Form 1099 annually. Merchant must provide FIS with its correct Federal Tax ID/FEI. In the event that FIS is assessed any fees from the IRS as a result of Merchants' failure to provide FIS with the correct tax information (including for FIS having to make updates, corrections, and re-distributions of 1099K files for Merchant), Merchant shall reimburse FIS for any such fees. Merchant must promptly notify FIS in writing of any licensing or tax reporting changes for Merchant.

17. **No Assignment.** Merchant may not assign this Agreement.

18. **Force Majeure.** Each party hereto shall be excused from performance hereunder for any period and to the extent that it is prevented or delayed in the performance of any obligation as a result of acts of God or other causes beyond its control.

19. **Precedence.** In the event of a conflict between the terms and conditions of this Agreement and Operating Rules, the Operating Rules applicable to the transaction shall take precedence.

20. **Choice of Law/Dispute Resolution.** The Agreement shall be governed by the laws of the state of Florida, without regard to internal principles relating to conflict of laws. Any dispute, difference, controversy or claim arising out of or relating to the Agreement shall be settle by binding arbitration before a single arbitrator in Jacksonville, Florida in accordance with the Commercial Arbitration Rules (including Procedures for Large, Complex, Commercial Disputes) of the American Arbitration Association, Judgment of any resulting award may be entered into by any court having jurisdiction over the parties or their respective property. The arbitrator shall decide any issues submitted in accordance with the provisions and commercial purposes of the Agreement and shall not have the power to award damages other than those described in the Agreement. The prevailing party in any dispute arising out of this Agreement shall be entitled to, and the arbitrator shall have jurisdiction to award, the recovery of reasonable attorneys' fees, costs and expenses
21. CLASS ACTION WAIVER. MERCHANT WAIVES ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST FIS RELATED TO THIS AGREEMENT OR

THE SERVICES PROVIDED HEREUNDER.

22. **Amendment.**
- 22.1 FIS reserves the right to modify or amend this Agreement upon thirty (30) days written notice. Any objections to any such modifications or amendments that are not made and received by FIS within thirty (30) days of Merchant's receipt of the notice, shall be deemed waived. Merchant's continued use of the services after the period for objection has passed shall be deemed acceptance of the new terms. FIS reserves the right to send change in terms and conditions to merchant's known address.
- 22.2 If Merchant timely objects to any modification or amendment and FIS and Merchant, after good faith negotiations, are unable to agree to the amendment terms, Merchant may terminate this Agreement effective on the effective date of the modification or amendment as provided in the notice
23. **Entire Agreement.** Unless explicitly stated elsewhere, this Agreement is the complete Agreement between the parties and supersedes any other oral or written communication.

---END OF TERMS AND CONDITIONS---

**FEES and MONTHLY RATES**

Merchant Transaction and Service Fees

1. Per Terminal Merchant Monthly Service Fee includes:

- ☐ 24 x 7 Customer Service Support
- ☐ Terminal Application Support
- ☐ FIS Settlement
- ☐ Web Merchant Portal
- ☐ Access & Statements
- ☐ Terminal Troubleshooting Support

2. Per Terminal and Support by Program, Transaction Fees are depicted below:

Monthly	Terminal Service Fee	Transaction Fees** Quantity (Qty) < 100	Transaction Fees** Qty 101-500	Transaction Fees** Qty 501-1,000	Transaction Fees** Qty > 1,000
Program Cards	\$25.00 *	***	***	***	***

\* Monthly fee for Filtered Pay when combined with one of the other services is \$0.00, when it is the only service \$25.00 fixed, no transaction fees

\*\*This fee applies only in months where merchant conducts one (1) or more transactions

Note: If enrolled (signed and returned to FIS) in Filtered Pay by 12/31/2020 23:59 Central – Filter Pay fees shall be waived for the life of the contract.