CONTRACT FOR MERCHANT SERVICES

THIS CONTRACT is being entered into this __________ day of ___________________, 2010, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and BANC OF AMERICA, MERCHANT SERVICES, LLC. (Hereinafter the "Company") having its principal office located at 1307 Walt Whitman Road, Melville, New York 11747.

SECTION A – Contract Form

The subject matter of this Contract is Merchant Services.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"Effective Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon full execution by the parties.

(b) *"City"* means the City of Las Vegas.

(c) *"City Council"* means the governing body of the City of Las Vegas.

(d) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(e) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(f) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.

(g) *"Deliverable"* means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.

(h) *Project Manager"* means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

B-2 Contract Type

The Contract type is fixed-fee per transaction. The City understands that only Company's fees will be fixed for the term of the Contract. All Card Organization and third party fees are billed to the City on a pass through basis and such fees are subject to increase or decrease.

B-3 Prices/Costs

(a) <u>Merchant Service Fees will be charged in accordance with Master Services Agreement, Schedule A to Merchant Services Bankcard Addendum "Fee Schedule".</u>

(b) Monthly Fees will be separate debit that is automatically debited from the City's Main Concentration Account with Bank of America, N.A.

(c) Merchant Service fees for any optional renewal period(s) will be negotiated and substantiated using a recognized economic indicator or as indicated by change(s) to interchange fees assessed by the credit card companies.

B-4 Performance Period

The performance period commences from Award Date and continues for three (3) years, with two (2) three-year renewal options available at the City's sole option. The City will give the Company one hundred twenty (120) days written notice of intent to renew the Contract.

SECTION C – Statement of Work

C-1 Scope of Services

1. Scope of Merchant Services

The Merchant Services detailed in this section will be performed for the City, through the City's Financial Services Division. During the term of this Contract, the Company shall provide services in accordance with the terms and procedures documented in the Company's Proposal "Attachment 1 Work Plan: Response to Statement of Work".

2. Credit Card Processing Services

The Company agrees to provide credit card processing services as defined in the Master Services Agreement.

3. Other Merchant Services and Conditions

The City shall pay for all services specified within the Contract and included in Schedule A to the Bankcard Addendum.

4. Additional Merchant Services

Additional Merchant Services may be added during the term of this Contract if the City determines a need for such additional services. These services will be provided at a negotiated price as determined by both parties to this Contract. Any such services shall be added to the Contract by written amendment and signed by both parties to be effective on such date as these additional services are implemented.

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

(i) received by the party to whom it is directed by hand delivery or personal service, or transmitted by facsimile with confirmation of transmission,

FOR THE CITY:
City of Las Vegas
Manager, Purchasing and Contracts
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964

FOR THE COMPANY:
Banc America, Merchant Services LLC
Attn: Executive Vice President
1307 Walt Whitman Road
Melville, New York 11747
Fax: (631) 683-7516

With a copy to:

Attn: General Counsel's Office
5565 Glenridge Connector, NE
Atlanta, GA 30342

(b) The parties shall provide written notification of any change in the information stated above.

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

(a) The City designates Cory DeMille, Financial Analyst II, as the Project Manager for this Contract. The City will provide written notice to the Company, should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.

(b) The Company designates Matthew Palenschat, VP Strategic Account Executive, as the Company Representative for this Contract. The Company will provide written notice to the City, should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Intellectual Property Rights [CAO-7/24/08]

Except for Company's proprietary manuals, user guides, software and intellectual property rights, all deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City are exclusively the property of the City.

D-4 Licenses/Registrations [CAO-7/24/08]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

D-5 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Exhibit B shall prevail.

SECTION E – General Clauses

E-1 Disputes [CAO-7/25/08]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the parties may elect to resolve the claim or dispute through arbitration or litigation, as decided by the party against which such claim or dispute is asserted. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-7/24/08]

(a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Insurance [CAO-1/12/09]

(a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance to the City on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive.

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.

(iii) Commercial Automobile Liability Insurance of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles.

If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in (iii) above, do not apply.

(iv) Professional Liability Insurance (only if the contract is for professional services) of limits no less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(v) Director's and Officers' Insurance of limits to less than $1,000,000, combined single limited and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(vi) Banker's blanket bond for officers, managers and employees in the amount of $5,000,000.

(b) The Company shall deliver certificate(s) of insurance in ACORD form, and endorsements indicating that such coverage required by this Contract is in effect shall be delivered to Insurance Tracking Services, Inc. (ITS), the City's authorized representative, within three days after the Award Date of this Contract, or before work commences, whichever is earliest. All policy certificates and endorsements are required to be an agent authorized by that insurer and who is licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Company shall annually provide ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall endeavor to provide the ITS with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801
Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999
Email: michael.palacios@instracking.com

(c) The City, its officers and employees shall be named as additional insureds on the General Liability and Auto Liability Insurance and as loss payees on the Professional Liability and Fidelity Bond, and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(d) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Paragraph E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

(e) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

(f) The Company is encouraged to purchase any additional insurance as it deems necessary.

(g) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

E-4 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-5 Taxes/Compliance with Laws [CAO-7/24/08]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract.

(b) The Company in the performance of the obligations of this Contract shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

E-6 Audit of Records [CAO-8/5/08]

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of seven (7) years after the date of a transaction giving rise to the services hereunder. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. The City may inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City.

E-7 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-8 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-9 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-10 Modification/Amendment [CAO-7/24/08]

Except for modifications or amendments required by applicable law, rule and/or regulation, this Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-11 Entire Agreement, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-12 Conflict of Interest (City Officials) [CAO-7/24/08]

(a) An official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents, to the best of such parties knowledge, that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-13 Public Records [CAO-7/24/08]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

The City advises that, as a general matter, requests under the Nevada Public Records Law may seek cardholder information such as the cardholder's name and/or card number. The City further advises that if a requestor specifically seeks a cardholder's name and/or card number, the City shall dispute such request, including through litigation if necessary, and advise the Company of any such dispute or litigation. For avoidance of doubt, the City shall be liable for any claim (e.g., identity theft, fraudulent use of a card, violation of privacy rights) of any cardholder, and any fines, fees, and penalties assessed against the City by the Card Organizations, for which the City is responsible pursuant to Section 14.2 of the Bankcard Addendum to the MSA.

E-14 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-15 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-16. Signing Authority.

The City's Chief Financial Officer ("City CFO")shall have authority on behalf of the City to execute any and all subsequent agreements, addenda, supplements, schedules or related documents which are required to be executed as a part of this Contract, including, but not limited to, the documents which are attached to this Contract. Any agreements, addenda, supplements, schedules or related documents which have been executed by the City CFO prior to the approval of this Contract by the Las Vegas City Council are hereby approved and ratified.

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SECTION F – List of Attachments/Exhibits/Schedules

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Date	Pages
Attachment A	Certificate – Disclosure of Ownership/Principals	April 4, 2010	3
Exhibit A	Company's Proposal, excerpted	Sept.. 23, 2009	9
Exhibit B	Merchant Master Services Agreement	May 19, 2010	4
Exhibit C	Merchant Services Bankcard Addendum to Master Services Agreement Including: Annex 1 Equipment Purchase and Rental Supplement to Merchant Services Bankcard Addendum Schedule A to Merchant Services Bankcard Addendum Fee Schedule Attachment I to Schedule A to Merchant Services Bankcard Addendum Other Card Services Supplement to Merchant Services Bankcard Addendum and Attachment II to Schedule A Debit Transactions Supplement to Merchant Services Bankcard Addendum and Attachment III to Schedule A	May 19, 2010	29

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

J. Tombicello 5/10/10
Deputy City Attorney Date

BANC OF AMERICA, MERCHANT SERVICES, LLC

By:____________________
Name:____________________
Title:____________________
Date:____________________

"Company"

ATTACHMENT A
Certificate – Disclosure of Ownership/Principals

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1 **Contracting Entity**

Banc of America Merchant Services, LLC

5565 Glenridge Connector N.E. Atlanta, GA 30342

800-430-7161

EIN 90-0496995

Block 2 **Description**

Subject Matter of Contract/Agreement: Banking Services

RFP #: RFP# 090056-CW

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation

Block 4 **Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	BAMS Solutions, Inc.	100 N Tryon St, 57th Floor Charlotte, NC 28255	F 704-386-9990
2.	FDS Holdings, Inc.	6200 Quebec St, Suite 320-B Greenwood Village, CO 80111	F 303-967-6615
3.	Rockmount Investments, LLC	5565 Glenridge Connector N.E., Ste 18 Atlanta, GA 30342	F 404-890-2060
4.			
5.			
6.			
7.			
8.			
9.			

10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: __________

Block 5 **Disclosure of Ownership and Principals - Alternate**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: ______________________
Date of Attached Document: ______________ Number of Pages: ________

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

PAULA DUNCAN
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 11-24-2013

Subscribed and sworn to before me this 7th day of

April, 2010.

Paula Duncan
Notary Public

D. Kring
Name

4/7/2010
Date

D. Kring
David Kring
Senior Vice President,
Commercial & Business Banking
Bank of America Merchant Services

Exhibit A
Company's Proposal, Excerpted

1. BOA Proposal Attachment 1. "Work Plan – Response to Statement of Work"

2. BOA Proposal Attachment 2. "Additional Information"

3. Spreadsheet

Dual control, which consists of two bank employees, is just one of the methods used within the cash vaults to minimize losses. Dual control is used when opening and closing the cash vault, when shipping and receiving bags, and when distributing cash to tellers. In addition, the cash vault is equipped with surveillance cameras in key functional areas.
Charges for coin sorting will be reported as a separate line item in the City's cost analysis.

13. Statement and Advice Frequency
Monthly bank statements are available via CashPro Online the next calendar day after the generated cut-off date. By receiving electronic statements, the City will not have to wait for the printed statements to arrive in the mail. Statements can be viewed, printed or exported into PDF or text formats.
Account Analysis statements are available via CashPro Online the sixth business day of the billing month. Once historical information is available, the City can access six cycles for bank and account analysis statements. The City can elect to store six or 24 statement cycles for account reconciliation.

14. Credit Card Processing Services
In our proposal, we are presenting information to assist the City of Las Vegas in selecting a partner that can provide a suite of payment processing options now and well into the future. At Bank of America, our mission is to be the premier provider of bankcard products and services with emphasis on building customer relationships. Merchant Services is committed to providing the highest quality of service. Our goal is to meet or exceed the service expectations of every customer with accuracy, speed and responsiveness to requests and inquiries.

Major benefits of processing with Bank of America include:

- Bank of America Merchant Services is an experienced and respected bankcard transaction processor, accumulating over 30 years as a founding member of MasterCard and Visa.
- A dedicated Implementation Consultant will be assigned to assist during the conversion process: from the initial application through the first merchant settlement.
- Bank of America is one of the largest credit card issuers and bankcard merchant processors in the US.

Implementation

Bank of America Merchant Services uses a Project Management Methodology (PMM) to manage the implementation of your credit card acceptance program. Bank of America will take a phased approach to the implementation process in order to review each agencies individual needs. Depending on the needs of each agency, the implementation process can vary. An Implementation Consultant will be assigned as the primary point of contact throughout the conversion to Bank of America Merchant Services.

Merchant Services Customer Service and Support
The primary Bank of America Merchant support centers are located in Spokane, WA, Louisville, KY and El Paso, Texas. In total, there are more than 600 dedicated associates to provide merchant bankcard services and support. Some of the specialized bankcard center departments include Customer Service, Training and Activation, Chargebacks, Research, Technical Support and Product Consultants. The Merchant Services team excels at providing technical support, monitoring vendor service levels, supporting Help Desk services, research of Chargeback activity, executing the deployment of terminals and supplies, transaction/statement reconciliation services and providing direction for the deployment of new products and services. Outstanding customer service is the foundation of Bank of America. We strive for a one-call resolution for all merchant services needs.
Our Customer Service support is available Monday through Saturday, from 5am to 6pm (Pacific), and the Terminal Technical Support area is available 24x7, 365 days per year. The Merchant Services call center can be reached toll free at (800)228-5882. A special customer service team is available to merchants with Public Sector and Commercial banking relationships as a point of contact for day-to-day activities.

Senior Account Manager
A Senior Account Manager will also be assigned as a single point of contact for the City of Las Vegas. Your Account Manager will be engaged during the implementation phase and continue their role once testing and implementation is complete. The Account Manager will support your high level, strategic planning and relationship management needs as well as have ownership of the overall Merchant Services Relationship. They are responsible for the overall success of the relationship and will be the escalation point for any merchant services issues. Additional responsibilities include working with the City in a proactive manner anticipating needs and offering value added solutions along with collaborating with other Bank of America business partners. Your Account Manager will also identify gaps, potential issues or opportunities, and determine appropriate solutions

while working to establish her role as trusted advisor, soliciting expectations for service in order to exceed your expectations.

Merchant Services Reporting
Bank of America offers merchants our interactive, web-based reporting (BAMSAccess.net). Authorized users can review, print, email reports and obtain merchant statements. Transaction reports are available the following business day and statements are available by the fourth business day of the following month. Statements and transaction history are retained and available for 13 months. There are comprehensive reports for researching deposit and exception transactions, creating an audit trail and reconciling accounts. These reports are available "on-demand" or on a preformatted and scheduled basis. Reports can be automatically emailed in text format, or exported into several standard formats (pdf, xls, csv, txt or BAI). Merchants can select from over 100 preformatted report details.

Please feel free to visit the Access.net Demo using the link below to review and evaluate this product.
https://www.bamsaccess.net/jsp%5Ccommon%5Cindex.jsp
USER ID: regmdemo
PASSWORD: regmdemo

Funding Credit: Timing and Method
For electronic bankcard processing directed to a Bank of America checking account, Bank of America provides "next business day" funding for the net amount (total sales minus total sales credits/returns) transmitted. While "next business day" funding is still made available for non-Bank of America checking accounts, the availability of funds cannot be guaranteed on the same schedule. Business days are Monday through Friday, excluding Federal holidays. The deadline for electronic transmission varies depending on the application. The primary cut off time to receive next day funding for MasterCard and Visa transactions is 10:00 PM PST. The deposits into a Bank of America checking account memo post in the morning and final posting in the evening. Bank of America has the ability to deposit into one checking account and take fees from another as well as deposit by a unique location number. Merchant fees are deducted the first business day of the following month from the designated checking account. Bank of America can process American Express and Discover transactions through the same equipment, software, or web gateway however these companies directly deposit via ACH into the merchant's checking account at different time frames. Each company has their own related merchant discount pricing and deposit schedules.

Retrievals and Chargebacks
Our award winning Chargeback area uses an advanced system which enables us to resolve more than 35% of all chargebacks automatically without any intervention from Bank of America Merchant Services or the County. We use the most advanced technology for handling retrieval and chargeback processing. This technology has automated and expedited the exception handling process, minimizing chargeback losses and operational costs for our merchants. Because of this, multiple industry awards have been presented to Bank of America Merchant Services for our outstanding chargeback processing.
Bank of America will fax all preliminary retrieval requests. A second notice is faxed as a reminder of an outstanding request. Chargeback documentation is sent via US Mail. Bank of America handles all Chargebacks and retrieval requests in compliance with Visa and MasterCard regulations. Exception transactions (chargeback and retrievals) are also reported through our online reporting tool, BAMSAccess.net.

Security and Compliance
Internet Security
Bank of America Merchant Services and TSYS Acquiring Solutions have both passed the rigorous security requirements set forth by Visa and MasterCard. Security requirements start with detail at the level of the sturdiness of the doors and the door hinges behind which data files/transmissions/hardware are housed, and progress to computer and file requirements that include 100 percent security backup of transactions.

Bank of America uses a continually evolving Best-Practices protocol to maintain security and prevent unauthorized access to systems and data. Full cardholder numbers are truncated in keeping with card association and state laws to further protect cardholder identity. Firewalls are in place to meet the Federal Governments standards. Access is allowed on a need-to-know basis and passwords are established by users, changed frequently, and require best practices for acceptance.

PCI Data Security Standard Obligations

Per the processing agreement included in the RFP response, each merchant that engages in card acceptance must ensure its own compliance with all Card Organization rules and regulations regarding the security of cardholder data and must have proper security measures in place for the protection of cardholder data. This includes compliance with the Payment Card Industry ("PCI") Data Security Standard, which may be reflected in the Visa Cardholder Information Security Program ("CISP") and the MasterCard Site Data Protection Program ("SDP"), as well as all other Cardholder Data security rules and regulations set forth by any other Card Organizations now or in the future. Cooperation with Bank of America Merchant Services and the Card Organizations relating to any potential or suspected loss or theft of transaction information is crucial to minimize the losses in a timely manner. PCI compliance not only ensures that the information related to each customer utilizing a credit or debit card as a form of payment will be secure, but this level of security may also be viewed as a competitive advantage by each merchant. If a merchant is truly compliant with the PCI Data Security Standard at the time of any loss or theft of transaction data, the merchant would enjoy a "safe harbor" from any fines that may be imposed by the Card Organizations.

Your dedicated Account Manager will work with you to ensure the City is assessing, retaining and documenting PCI compliance.

Bank of America Compliance
Bank of America takes PCI Compliance seriously. Bank of America Merchant Services, in cooperation with CyberTrust, a third party assessor, renewed Payment Card Industry Data Security Standard (PCI DSS) compliance with the Card Organizations' effective March 18, 2009. A comprehensive Report on Compliance (ROC) was completed to satisfy these requirements. This annual validation, mandated by the Card Organizations' is valid through March 31, 2010. Bank of America Merchant Services is fully supportive of the Card Organizations' requirements for acquiring organizations to achieve complete PCI DSS compliance. To verify Bank of America Merchant Services PCI DSS compliance status you may visit www.visa.com/cisp and refer to the list of compliant service providers.

Contingency and Back Up Capabilities
Bank of America Merchant Services has participated in ongoing contingency planning for many years. Each unit is required to establish, maintain and test an alternative geographically separate site to provide full backup in the event of an emergency. Additionally, each unit has a management plan in place to provide for redundancy in all key functions. Bank of America Merchant Services devotes substantial focus to maintaining an active contingency plan. Bank of America and Bank of America Merchant Services have formal disaster planning programs. All Bank units update their disaster review planning every six months, and perform disaster recovery testing annually.

Bank of America Merchant Services utilizes TSYS Acquiring Solutions (formerly known as Vital Processing) for its primary authorization services for both dial and frame relay processing due to its fully redundant network processing platform and facilities. TSYS's network facilities have been engineered using multiple telecommunications carriers to provide merchants with full service in the event that any single system component should fail. The Vital system has only experienced 98 minutes of outage time over the last 12 years.

Production servers reside in two separate data centers, San Mateo, California and McLean, Virginia. All batch and authorization information is replicated real time between the two data centers. In the event of a loss of one of the data centers, all incoming traffic would automatically be rerouted to the available center. Once the center comes back online, the captured data is synchronized and normal production operations resume.

The TSYS facility in Tempe, Arizona, incorporates a business prudent disaster recovery environment for all information services-based activities. Copies of all data are stored off-site at a secured and environmentally controlled location. In addition to the Phoenix based off-site data storage capability, Vital regularly makes "across the network" copies of selective critical data to the VisaNet facility in the San Francisco area. The Tempe facility also includes the use of a state-of-the-art emergency power system, including a battery based Uninterrupted Power Supply (UPS) system for critical building facilities, network components, and staff areas. Switching of all authorization traffic is provided from multiple, redundant processing centers around the world, which are all cross connected via a high speed, redundant, multiple carrier network..

In the event of a major disaster, TSYS' data center recovery team would move immediately to their standby hot site and begin restoring systems for accounting and merchant files. Visa and MasterCard would stand in for

VITAL for authorizations. Incoming and outgoing clearing and settlement would be exchanged with Visa, MasterCard, and Diners Club daily with the use of magnetic tapes.

Bank of America Merchant Services maintains two Merchant Support Center sites to balance any activity in case of a disaster or emergency. The primary site located in Spokane, WA and the second site in Louisville, KY.

15. Other Banking Services and Conditions
(a) The bank affirms the requirement for items returned unpaid for insufficient funds upon first presentment, to automatically reclear a second time. The City will have a line item charge on their account analysis statement for "Returned Item Reclear," which represents the number of items that have been recleared by the bank. If the same item is returned unpaid a second time, the item will be charged back to the City's designated account. The account analysis statement will show a line item charge for "Returned Items," which represents the number of items that have been charged back by the bank.
(b) The bank affirms this requirement.
(c) The bank affirms the City's requirement to use compensating balances to pay for banking fees. The bank will provide the City with a preferred Earnings Credit Rate (ECR) that will generate the earnings credit to offset fees.
(d) The bank affirms this requirement. Adjustments are reported online within one to two days of the adjustments being made. To make it easier for the City to reconcile deposit activity, the bank posts a separate debit or credit to the account for an adjustment amount. The City can view deposit adjustments via CashPro Online, or view the adjustments on the bank statement. Bank of America will provide the dollar amount of the adjustment, the deposit bag number, the account the deposit was made to, and the location number. Deposit adjustments are reported at the account level.
(e) The bank affirms this requirement.
(f) The bank affirms this requirement.
(g) The bank affirms the requirement to provide and implement Positive Pay service uniformly across all of the City's accounts.
(h) Bank of America handles all card fraud and disputes including chargeback and retrievals requests in compliance with the MasterCard and Visa Association rules and regulations. Many chargebacks can be resolved within our system without merchant intervention. Our chargeback associates have a high level of expertise and have won many awards from MasterCard and Visa for their outstanding level of performance in this area.
Credit card disputes are handled in-house by our dedicated BA Merchant Service's Chargeback and Retrieval teams. BA Merchant Services provides the most comprehensive customer support in the industry and has been recognized 9 times over the past several years as "Best in Class" for Exceptions Processing. BA Merchant Services handles all Chargebacks and Retrieval requests in compliance with Visa and MasterCard regulations. In addition to the high level of expertise in our Chargeback and Retrieval teams, our Customer Service representatives are trained to assist merchants with Chargeback or Retrieval inquiries with access to online information. The Senior Account Manager is also available as an escalation point or to discuss non-routine Chargeback inquiries.
BA Merchant Service's Chargeback Image System incorporates the Retrieval and all aspects of the Chargeback dispute process. It marries image and data utilizing technology in concert with artificial intelligence software in order to achieve maximum Chargeback protection. Clear copies of Retrieval responses and Chargeback rebuttals/documentation may be faxed directly to the Image System. They are indexed into the system. Sales drafts responding to retrieval requests would be routed to Visa/MasterCard image workstations. Chargeback rebuttals would systemically reopen the corresponding Chargeback file folder for action by investigative staff. This method reduces merchant Retrieval requests and allows us to respond more rapidly to the Chargeback thus improving recovery potential. In addition to the efficient handling of Chargebacks and Retrievals, tracking and reporting are key attributes of our Image System.
BA Merchant Services does not arbitrarily debit merchants for chargebacks. Our exception processing resolution system scrutinizes each chargeback ensuring the issuing bank follows proper protocol when initiating a chargeback for any given reason code. Each disputed transaction is then reviewed by our specialized chargeback investigation team to verify the validity of supporting documentation and required data elements. Not until every possible avenue of returning the chargeback to the issuing bank is explored will BA Merchant Services debit the City for any chargeback and ask for documentation to refute the disputed transaction. As chargebacks are loaded to our CADRE system daily, notification files can be generated to alert the City of the chargeback received. This process allows our customers to be more proactive in their approach to responding to each exception item during such time as BA Merchant Services investigators review cases. A chargeback advice letter is generated to advise of the debit and provided integral information needed to respond appropriately.
Chargeback advices can be provided in a variety of manners including mail or fax. Each advice will contain a clearly defined date by which the City will need to respond to give BA Merchant Services the opportunity to

represent the transaction on the merchant's behalf. This respond by date will calculated to reflect 38 calendar days from the received date of the chargeback.

For electronic bankcard processing directed to a Bank of America checking account, Bank of America provides "next business day" credit via ACH for the total settled sales minus any credits/returns issued by the City. Business days are Monday through Friday, excluding federal holidays. The deadline for electronic transmission varies depending on the vendor or solution. The primary cut off time to guarantee receiving next day funding for MasterCard and Visa transactions using terminals is 10:00 PM PT. Batches settled after this time may also meet the timeframe to deposit the following day. Some software applications or internet gateway solutions may have their own internal settlement schedules with a different settlement time frame that is controlled by the software or gateway vendor and not by the merchant or Bank America Merchant Services. Joint discussion with these vendors may assist us in identifying ways to improve their funding time frames.

Our standard procedures for funding/settlement/fees:

- Monthly merchant fees are deducted once a month on the first business day of the following month from the designated checking account.
- Bank of America can make deposits into the checking account using a unique 1-6 digit identifying number assigned by the City instead of using our assigned merchant number.
- Bank of America can separate entries for deposits, adjustments, and chargebacks.
- Deposit can be made into one checking account and fees can be deducted from another checking account.
- Deposits by merchant number can be by each individual settled batch or total batches for the day.
- Deposits to another Bank's checking account take one extra day for depositing and once received the other Bank determines the posting time frame.

(i) The bank affirms this requirement.
(j) The bank affirms this requirement.
(k) The bank affirms this requirement.

Form E – Pricing for Merchant Services

Please see the following pages for our Form E – Pricing for Merchant Services.

FORM E – PRICING FOR CREDIT CARD SERVICES

BANK: Bank of America, N.A.

Credit Card Services:

The City currently accepts Master Card, Visa, Discover, and American Express card types.

The City is currently leasing the terminal equipment at 2 locations. Various other locations have equipment built into the point-of-sale register equipment.

The City requests a maximum dollar fee per transaction. During fiscal year 2009, the City processed approximately $30,000,000 in credit card sales.

At a minimum include:

i. Fee schedules and equipment charges for purchasing and leasing.

The Bank of America discount rate is presented in an "unbundled" format to allow the City to take advantage of Visa and MasterCard preferred Interchange rate programs. We will directly pass through the Visa/MasterCard Interchange rates/fees and Association dues based qualifications. Our discount rate is in addition to these pass through fees, however the Bank of America rate will be consistent and unchanged regardless of your interchange qualifications. Please see attached Fee Schedule for a detailed outline of rates.Equipment Options include phone training, support, and supplies

Hypercom T7+	
Terminal Rental Hypercom T7+	$17.25 + tax/month, per unit, minimum 6 month rental
Terminal Purchase Hypercom T7+	$282.00 + tax, per unit
Verifone Vx570(Dial up & IP)	
Terminal Rental Verifone Vx570	33.00 + tax/month, per unit, minimum 6 month rental
Terminal Purchase Verifone Vx570	$458.75 + tax, per unit

ii. Provide a funds availability schedule by card type.

For electronic bankcard processing directed to a Bank of America checking account, we provide "next business day" credit via ACH for the total settled sales minus any credits/returns issued by the City. The primary cut off time to guarantee receiving next day funding for transactions using terminals is 10 p.m.

Bank of America can process American Express and Discover transactions through the same terminal, software or web gateway however these companies directly deposit via ACH into the merchant's checking account at different time frames. Each company has their own related merchant discount pricing. Bank of America can internally set up Discover processing and pricing however would refer the City to American Express for the opportunity to better negotiate their rates and deposit time frames.

Bank of America

MERCHANT AGREEMENT

Fee Schedule

City of Las Vegas — Legal business name (as it appears on the Application)

September 15, 2009 — Effective Date

Bank of America Merchant Services Processing Fees for:

Interchange category	See Attached
Discount rate for Visa® Transactions	0.00%
Discount rate for MasterCard® Transactions	0.00%
Discount rate for Discover® Network Transactions	0.00%
Bank processing fee	
Per Item Authorization Fee[1] for Visa/Mastercard/Discover Network	$0.11

YES Discover Network

If service is already established, current Discover Account # 6011

American Express Card	$0.11	per authorization Fee[1]
JCB Card	3.00%	Discount rate
	$0.11	per authorization Fee[1]

Visa Association Fees	0.0925%	
MasterCard Association Fees	0.095%	
Discover Association Fees	0.0925%	
Voice Auth Address Verification Service	$0.50	per call
PIN Debit Card Fees		per transaction plus
		of monthly sales
Electronic Benefits Transfer		per transaction fee

☐ Food Stamps ☐ Cash Benefits ☐ Both

FNS#

Return Fee $0.00 per item

* Visa/MasterCard/Discover Network interchange is charged on monthly gross sales. Visa/MasterCard/Discover Network association fees and Bank of America, N.A. processing fees are charged on monthly gross sales.

* JCB Card discount rate is charged on monthly gross sales.

Visa/MasterCard/Discover Network discount rates:

~These fees are in addition to any charges, assessments and other fees from Visa, MasterCard and Discover Network. Possible Visa/MasterCard/Discover fee adjustments are explained in the Merchant Agreement.

~Also apply to Visa Check card, MasterMoney, Electron Card, and Diners Club/Carte Blanche.

~Are subject to periodic increases of fees by Bank of America Merchant Services / Bank.

* American Express Card authorization fee is not charged on authorizations processed through split dial.

* Rates quoted in this Fee Schedule are subject to change if a merchant relationship is not established within 60 days from the effective date stated above.

[1] The per item authorization fee applies to attempted and approved authorizations, for all card types.

MasterCard allows issuers to collect a handling fee for specific authorization chargebacks: 07-Warning Bulletin File, 08-Requested/Required Authorization not Obtained or Declined and 47-Fraudulent transaction/Exceeds Floor Limit/Not Authorized. This fee is in addition to any other fees assessed by BA Merchant Services or the Associations and will be processed separately from the applicable chargeback. Issuers may collect this fee on each submission of the chargeback for certain merchant industry types excluded from the handling fees which must be processed with the appropriate codes to avoid assessment of the handling fees.

Service Fees

Early Termination Fee	$300.00	per location Initial Term	3 years		
Set-Up Fee (non-refundable)	$0.00	per new account/location			
Monthly minimum discount	$25.00				
Chargeback Fee	$15.00	per item			
Support Package	$0.00	per month per location (Paper Statement)			
Additional Card Types		per installation after additional set-up			
Rush Order		per location			
BAMS Access Fee	$ WAIVED	monthly per UserID	1	Quantity	Merchant Access
Wireless Activation Fee		per device			
Other					
Other					
Other					

Fee Schedule Bank of America Merchant Services

Chart numbers 2221-3221-VSIP and 2221-3221-MCIP, 4221-DSIP

Merchant's Initials________

Account Boarding use only: A (M)

Other Card Service Provider Fees

YES American Express Card: Non-ESA**

Discount rate EDC ____________

or

Monthly $5.95 flat fee with estimated annual charge volume of up to $4,999.00.

Mandatory regardless of charge volume for Internet merchants with physical delivery, Mail Order/Telephone Order, and Home-based businesses. This monthly flat fee will be increasing

American Express Franchise Cap# ____________

Monthly Gross Pay (+.03% if above $100K) Does not apply to monthly flat fee

Monthly Net Pay (sales minus credits, less discount and fees)

3 Day Pay Frequency

If service is already established, current American Express Account Number ____________

**American Express discount rates and fees including a 0.30% downgrade for Retail transactions whenever a CNP or Card Not Present Charge occurs are established and billed separately by the issuer, who is responsible for settlement, chargebacks, and customer service.

Product Fees

	Model	Quantity	Purchase (Excluding Tax)	
Terminal				per device
Printer				per device
PIN Pad				per device
Check Reader/Imager				per device
Imprinter				per imprinter
Software				per software
Other				
Other				

Specialty Supported Activation Fee*** ____________ per terminal

Wireless Fee ____________ monthly per device

PIN Pad Encryption Fee ____________ per PIN Pad

Other ____________

Other ____________

Other ____________

All data communications and telecommunications costs will be passed through to merchant.

***This Fee is assessed monthly for certain terminal applications which require specialized support and licensing. Please contact Bank of America Merchant Services Acct. Rep for additional details.

Rental and/or Leased Fees are subject to separate agreements.

Select products, services and solutions listed above may be discontinued in the future. If you are using such a product, service or solution, you will be given advance notice of such a change as provided in the amendment section of the Merchant Agreement.

Fee Acknowledgement

I have reviewed the above fee structure of my Bank Merchant Account. I understand that the above stated fees for Visa/MasterCard/Discover Network is based on a minimum threshold of an average transaction size of $150 and an annualized Visa/MasterCard/Discover Network sales volume of $30,000,000. The rates and fees quoted by the Bank for acceptance of the American Express Card are subject to the terms and conditions of each respective Card issuer.

I further understand that the Bank will review those assumptions after a period of actual processing and that my rate could be increased if either the average ticket or volume run rates are lower than the minimum thresholds. In addition, the Bank may pass on charges imposed by credit card associations, such as Visa, MasterCard and Discover Network, resulting from my failure to comply with card association's regulations. The Bank may collect these charges in the same way as other amounts owed by me under the Agreement. I acknowledge that the Agreement provides for increases in fees. I understand that my application is subject to approval by the Bank and by American Express issuers for processing their transactions.

Merchant signature by authorized representative ____________ Print Name ____________ Date ____________

Matthew Palenschat 0419

Bank of America Merchant Services Representative Signature ____________ Print Name ____________ Date ____________

Fee Schedule Bank of America Merchant Services

Chart numbers 2221-3221-VSIP and 2221-3221-MCIP, 4221-DSIP

Account Boarding use only: A (M)

Exhibit B
Merchant Master Services Agreement

MASTER SERVICES AGREEMENT

CITY OF LAS VEGAS		**N/A**	
CUSTOMER's Legal Name		Doing Business As	
400 STEWART AVE.	**LAS VEGAS**	**NV**	**89101**
Street Address	City	State	Zip Code
MUNICIPAL CORPORATION DULY ORGANIZED IN THE STATE OF NEVADA			
CUSTOMER's business organization type (corporation, LLC, partnership, non-profit or other entity)	State of Organization	Taxpayer Identification Number	
KATHY RAINEY, MANAGING OF PURCHASING AND CONTRACTS DIVISION		**(702) 384-9964**	
Recipient/Title For Notices		Facsimile Number	

This Master Services Agreement ("**MSA**") is by and between the CUSTOMER identified above and BANC OF AMERICA MERCHANT SERVICES, LLC ("**BAMS**") for the Services identified below:

The intent of this MSA is to provide one set of standardized general terms and conditions to be utilized for multiple relationships within the United States between CUSTOMER and BAMS and/or third party providers who enter into addenda to this MSA with CUSTOMER (each of BAMS and such third party providers are referred to as a "**PROVIDER**") for all services provided by them. Each Addendum to this MSA ("**Addendum**" and collectively, the "**Addenda**"), whether entered into concurrently herewith or hereafter, will contain terms, operational descriptions, specifications and associated pricing specific to those services contemplated thereunder ("**Services**"). Each Addendum will be subject to this MSA unless the applicable Addendum provides that additional and/or other terms and conditions apply. Except to the extent otherwise expressly set forth in this MSA or an Addendum, references to this MSA shall be deemed to include each Addendum and references to each Addendum shall be deemed to include this MSA. For purposes of each Addendum, (i) the PROVIDER(S) thereunder will become parties to this MSA upon execution of such Addendum as if such PROVIDER(s) had physically executed this MSA, (ii) the terms of this MSA shall apply separately to each Addendum and the PROVIDER(s) thereunder; provided, that to the extent more than one PROVIDER enters into an Addendum, and unless that Addendum expressly provides otherwise, (a) each such PROVIDER'S obligations shall be joint, but not several, and (b) each such PROVIDER shall have separate but equal rights against the CUSTOMER. No PROVIDER shall be obligated to, or have any rights against, the CUSTOMER under any Addendum to which it is not a party.

In consideration of the mutual covenants and agreements set forth herein and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, BAMS and CUSTOMER agree as follows:

1. Services. The Services subscribed to concurrently herewith shall be more fully described in the following Addenda:
Bankcard Services.

2. Term.

2.1 This MSA, and each Addendum, shall (i) be in effect upon complete execution of each such document, and each such document shall remain effective through the initial term of three (3) years from the date of this MSA unless otherwise specified in an Addendum and (ii) renew for successive two (2) three (3) year terms until terminated by the parties thereto upon one hundred and twenty (120) days' notice prior to the end of the then existing term. This MSA shall remain in effect until all Addenda are terminated at which time it shall terminate automatically.

2.2 This Subsection 2.2, Sections 3-5, 7, 9, 11-19 and Subsection 10.2 will survive termination of this MSA.

3. Financial and Other Information.

CUSTOMER agrees to provide PROVIDER annual audited financial statements of CUSTOMER within six (6) months after the end of each fiscal year. Such financial statements shall be prepared in accordance with U.S. generally accepted accounting principles. CUSTOMER also shall provide such other financial statements and other information concerning CUSTOMER's business and CUSTOMER's compliance with the terms and provisions of this MSA as PROVIDER may reasonably request. CUSTOMER authorizes PROVIDER to obtain from third parties financial and credit information relating to CUSTOMER and CUSTOMER's individual principal officers or owners, as authorized under this MSA. Such information will be used by PROVIDER in connection with PROVIDER'S determination whether to accept this MSA and PROVIDER's continuing evaluation of the financial and credit status of CUSTOMER. Pursuant to Applicable Law, including the USA PATRIOT Act, PROVIDER is obtaining information and will take necessary action to verify CUSTOMER's identity. Upon request, CUSTOMER shall provide to PROVIDER or their representatives or our regulators reasonable access to CUSTOMER's facilities and records for the purpose of performing any inspection and/or copying of CUSTOMER's books and/or records deemed appropriate by PROVIDER.

4. Indemnification.

4.1 To the extent limited by the immunities and privileges provided in NRS Chapter 41, CUSTOMER agrees to indemnify and hold harmless PROVIDER, its affiliates, agents, subcontractors, employees directors and officers from and against all losses, liabilities, damages and expenses (including attorneys' fees and collection costs) resulting from any breach of any warranty, covenant, provision of this MSA or any misrepresentation by CUSTOMER under this MSA.

4.2 PROVIDER agrees to indemnify and hold harmless CUSTOMER from and against all losses, liabilities, damages and expenses resulting from any breach of any warranty, covenant, provision of this MSA or any misrepresentation by PROVIDER under this MSA.

4.3 In the event of any legal action or claim with any third parties concerning any transaction or event in which a claim for indemnification against a party may be made under this MSA, the party to be indemnified hereunder (the "indemnified party") agrees to: (a) promptly notify the indemnifying party hereunder (the "indemnifying party") of the legal action or claim, (b) reasonably cooperate with the indemnifying party in the making of claims or defenses, and (c) provide information, assist in the resolution of the legal action or claim and make available at least one employee or agent who can testify regarding said claim or defenses. The indemnifying party shall, upon written notice from the indemnified party, immediately undertake the defense of any said legal action or claim with counsel reasonably satisfactory to the indemnified party. In any event the indemnifying party shall be entitled to direct the defense and settlement thereof with counsel reasonably satisfactory to the indemnified party; provided, however, that the indemnifying party shall not compromise or settle any claim or action affecting the indemnified party to the extent that it involves more than the payment of money by the indemnifying party hereunder without the indemnified party's written consent.

5. Warranties; Exclusion of Consequential Damages; Limitation on Liability

5.1 **Disclaimer of Warranties. THIS MSA IS AN AGREEMENT FOR THE SERVICES AND EXCEPT AS EXPRESSLY PROVIDED HEREIN THIS MSA, PROVIDER AND ITS RESPECTIVE AFFILIATES DISCLAIM ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO CUSTOMER OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE (REGARDLESS OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE) OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS MSA.**

5.2 **Exclusion of Consequential Damages. NOTWITHSTANDING ANYTHING IN THIS MSA TO THE CONTRARY, IN NO EVENT SHALL PROVIDER OR ITS AFFILIATES BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PARTY OR ANY ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

5.3 **Limitation of Liability. NOTWITHSTANDING ANYTHING IN THIS MSA TO THE CONTRARY, PROVIDER'S CUMULATIVE LIABILITY , IN THE AGGREGATE (INCLUSIVE OF ANY AND ALL CLAIMS MADE BY CUSTOMER AGAINST PROVIDER, WHETHER SUCH CLAIMS ARE RELATED OR UNRELATED TO ONE ANOTHER) FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES, OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS MSA) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED THE GREATER OF, (I) $500,000; OR (II) THE AMOUNT OF FEES RECEIVED BY PROVIDER PURSUANT TO THIS MSA FOR THE SERVICES IN THE IMMEDIATELY PRECEDING 12 MONTHS.**

6. Independent Contractor; Third Party Beneficiaries. The parties are independent contractors. Neither party shall have any authority to bind the other. This MSA and any Addenda is entered into solely for the benefit of PROVIDER(S) and CUSTOMER and will not confer any rights upon any person not expressly a party to this MSA or any Addenda, including consumers. PROVIDER may subcontract with others to provide Services.

7. Publicity. Neither party will initiate publicity relating to this MSA without the prior written approval of the other, except that: (i) either party may make disclosures required by legal, accounting or regulatory requirements; and (ii) PROVIDER may use CUSTOMER's name in publicity indicating that CUSTOMER and PROVIDER have entered into a contractual relationship. In no event will either party publicly disparage the other party.

8. Annual Minimum Volume. Each contract year of the term of this MSA, CUSTOMER shall be responsible for maintaining a minimum transaction volume of 300,000 bankcard transactions per year (the "Minimum"). All transactions performed under this MSA shall be aggregated towards attainment of the Minimum. In the event, during any contract year, CUSTOMER's actual aggregate transaction volume is insufficient to meet the Minimum, PROVIDER shall bill and CUSTOMER hereby agrees to pay, the applicable transaction fee, multiplied by the Shortfall. For the purposes of this Section, "Shortfall" shall mean "the difference between CUSTOMER's actual annual aggregate transaction volume and the Minimum. The Minimum shall only include Billable Transactions. Billable transactions include: purchases, returns, declines, reversals, Terminal balancing totals and authorizations.

9. Compliance with Laws. In performing its obligations under this MSA, the parties agree to comply with all federal and state laws, rules and regulations applicable to it for the Services. CUSTOMER must not use the Services for transactions prohibited by Applicable Law or the Card Organization Rules due to the age of purchasers or otherwise such as alcoholic beverages, tobacco products, gambling (for example, the Unlawful Internet Gambling Enforcement Act 31 U.S.C. Section 5361 et seq.) drugs, weapons, adult-content material, or adult web sites, services or entertainment.

10. Assignment. PROVIDER may, however, assign any or all of its rights or delegate any or all of its obligations to an affiliate or an entity acquiring all or substantially all of the assets of PROVIDER. If CUSTOMER, in it commercially reasonable discretion, does not approve of PROVIDER'S assignee, CUSTOMER may terminate the Agreement upon thirty (30) days written notice to PROVIDER.

11. Choice of Law and Venue. This MSA will be governed by the laws respecting national banks and, to the extent not so covered, by the laws of the State of Nevada without regard to conflicts of law provisions, except that Section 29.B will be governed by the Federal Arbitration Act. If any part of this MSA is not enforceable, the remaining provisions still remain valid and enforceable. In performing its obligations under this MSA, each party agrees to comply with Applicable Law and Card Organization Rules.

12. Waiver of Jury Trial. To the extent permitted by Applicable Law, CUSTOMER and PROVIDER waive any right to trial by jury in any action or proceeding regarding any litigation related to this MSA and agree that any such actions or proceedings will be tried by a judge without a jury.

13. Confidentiality. CUSTOMER will treat this MSA, the Card Organization Rules and any information supplied or otherwise made accessible by PROVIDER or PROVIDER's agents as confidential, including without limitation, (i) information about the products, services, operations, procedures, customers, suppliers, sales, pricing, business plans and marketing strategies of PROVIDER, its affiliates and the customers, clients and suppliers of any of them; (ii) any scientific or technical information, design, process, procedure, formula, or improvement that is commercially valuable and secret in the sense that its confidentiality affords PROVIDER a competitive advantage over its competitors; (iii) user IDs, security codes, passwords, personal identification numbers, and other security devices and procedures for the Services or related thereto, and (iv) all confidential or proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, databases, inventions, know-how, show-how and trade secrets, whether or not patentable or copyrightable and will not disclose the same to any third parties, provided, however, that these restrictions do not apply to information: (a) rightfully obtained on a non-confidential basis from any individual or entity other than CUSTOMER or PROVIDER ("**Person**") and CUSTOMER's agents and representatives, which Person was not subject to a duty of confidentiality, (b) rightfully and independently known by CUSTOMER on a non-confidential basis prior to its disclosure or (c) generally available to the public other than through any disclosure by or fault of CUSTOMER, CUSTOMER's agents or representatives.

PROVIDER's confidential information shall be used by CUSTOMER only to exercise CUSTOMER's rights and to perform CUSTOMER's obligations hereunder. CUSTOMER shall receive PROVIDER's confidential information in confidence and not disclose the confidential information to any Person, except as may be agreed upon in writing by PROVIDER. CUSTOMER shall safeguard all of PROVIDER's confidential information using a reasonable degree of care, but not less than that degree of care used by it in safeguarding its own similar information or material. Upon request by PROVIDER or upon termination of this MSA, CUSTOMER shall return to PROVIDER or destroy all of PROVIDER's confidential information in its possession or control.

The obligations of confidentiality and restrictions on use in this Section shall not apply to any confidential information that: (i) was in the public domain prior to the date of this MSA or subsequently came into the public domain through no fault of CUSTOMER; (ii) was received from a Person free of any obligation of confidence of CUSTOMER to the Person and which Person, to CUSTOMER's knowledge, was not under an obligation to keep the information confidential; (iii) was already in CUSTOMER's possession prior to receipt from PROVIDER; (iv) is required to be disclosed by law, regulation or court order after giving PROVIDER as much advance notice as practical of the possibility of disclosure; or (v) is subsequently and independently developed by CUSTOMER's employees, consultants or agents without use of or reference to PROVIDER's confidential information.

PROVIDER acknowledges that CUSTOMER is a government entity subject to the Open Records Law contained in NRS Chapter 39. All records in the possession of CUSTOMER are considered public records unless deemed otherwise by law or judgment of the court. CUSTOMER agrees to comply with this Section only to the extent it is lawfully authorized to do so. CUSTOMER advises that, as a general matter, such Open Records Law requests may seek cardholder information such as the cardholder's name and/or card number. CUSTOMER further advises that if a requestor specifically seeks a cardholder's name and/or card number, the CUSTOMER shall dispute such request, including through litigation if necessary, and advise PROVIDER of any such dispute or litigation. For avoidance of doubt, CUSTOMER shall be liable for any claim (e.g., identity theft, fraudulent use of a card, violation of privacy rights) of any cardholder, and any fines, fees, and penalties assessed against CUSTOMER by the Card Organizations , **for which the City is responsible pursuant to Section 14.2 of the Bankcard Addendum to the MSA.**

Except as specifically provided for herein, this Section does not confer any right, license, interest or title in, to or under PROVIDER's confidential information to CUSTOMER. Except as specifically provided for herein, no license is hereby granted to CUSTOMER under any patent, trademark, copyright, trade secret or other proprietary rights of PROVIDER.

CUSTOMER acknowledges that breach of the restrictions on use or disclosure of PROVIDER's confidential information would result in immediate and irreparable harm to PROVIDER, and money damages would be inadequate to compensate for that harm. We shall be entitled to equitable relief, in addition to all other available remedies, to redress any breach.

With respect to any information received by PROVIDER from CUSTOMER via its use of the Services, PROVIDER will keep such information confidential in accordance with applicable law; provided, that PROVIDER may disclose such information (i) to third parties to the extent necessary to provide the Services, (ii) PROVIDER's auditors and attorneys (internal and external) and regulators, and (iii) as required or permitted by law, regulation or court order.

CUSTOMER shall not assign to any Person the rights to use the Marks of PROVIDER, it agents or the Card Organizations.

14. Force Majeure. PROVIDER shall not be held responsible for any delays in or failure or suspension of service caused, directly or indirectly, by mechanical or power failure, computer malfunctions (including, without limitation, software, hardware and firmware malfunctions), failure, delay or error in clearing or processing a transaction through the ACH Network or Federal Reserve system, if applicable, the nonperformance, delay or error by a third party or in any other third party system for any similar cause beyond the reasonable control of such party, including without limitation, failures or fluctuations in telecommunications, transmission links or other equipment; any outbreak or escalation of hostilities, war, riots, terrorism or civil disorders in any country; strikes, labor difficulties, fire, inability to operate or obtain service for its equipment, unusual delays in transportation, earthquake, fire, flood, elements of nature or other acts of God, any act or omission of the other party or any government authority, or other causes reasonably beyond the control of PROVIDER.

15. Notices. Except as otherwise specifically provided, all notices and other communications required or permitted hereunder (other than those involving normal operational matters relating to the Services) shall be in writing, shall be sent by mail, courier or facsimile (facsimile notices shall be confirmed in writing facsimile confirmation), if to CUSTOMER at the address appearing on the first page of this MSA and if to PROVIDER, at the following address (unless specified otherwise in an Addendum): Banc of America Merchant Services, LLC, 1307 Walt Whitman Road, Melville, New York 11747, Facsimile (631) 683-7516, Attention: Executive Vice President Operations, with a copy to Attention: General Counsel's Office, 5565 Glenridge Connector N.E., Atlanta, Georgia 30342, and shall be deemed to have been given (i) if sent by mail or courier, when received, and (ii) if sent by facsimile machine, when the confirmation copy is actually received. Notice given in any other manner shall be effective when actually received.

16. Headings. The headings contained in this MSA are for convenience of reference only and shall not in any way affect the meaning or construction of any provision of this MSA.

17. Severability. The parties intend every provision of this MSA to be severable. If any part of this MSA is not enforceable, the remaining provisions shall remain valid and enforceable. In such case, the parties will in good faith modify or substitute a provision consistent with their original intent. If any remedy fails of its essential purpose, then all other provisions, including the limitations on liability and exclusion of damages, will remain fully effective.

18. Entire Agreement; Waiver. This MSA constitutes the entire agreement between the parties with respect to the subject matter, supersedes any previous agreements and understandings and, except as provided in other Sections of this MSA, can be changed only by a written agreement signed by all parties. Except as specifically provided herein, this MSA will not benefit, or create any right or cause of action on behalf of, any person other than the parties. Throughout this MSA, where appropriate, singular terms include the plural and the plural includes the singular and the words "will" and "shall" are used interchangeably and have the same meaning. Headings are for convenience and reference only and not part of this MSA. Purchase orders, requests for production, pre-printed terms or other CUSTOMER-generated documents that PROVIDER may receive are for administrative convenience only and do not modify this MSA and are expressly rejected by PROVIDER.

A waiver by either of the parties of any of the covenants, conditions, or agreements to be performed by the other or any breach thereof will not be construed to be a waiver of any succeeding breach or of any other covenant, condition or agreement contained in this MSA. No waiver will be effective unless made in writing by the party against whom it is being enforced.

The parties hereto have caused this MSA to be executed by their duly authorized officers. **THIS MSA IS NOT BINDING UPON PROVIDER UNTIL SIGNED BY PROVIDER.**

CITY OF LAS VEGAS ("CUSTOMER")	**BANC OF AMERICA MERCHANT SERVICES, LLC ("BAMS")**
By:________	By:________
Name: Mark Vincent (Please Print or Type)	Name:________ (Please Print or Type)
Title: Chief Financial Officer	Title:________
Date:________	Date:________

Exhibit C
Merchant Services Bankcard Addendum to Master Services Agreement

MERCHANT SERVICES BANKCARD ADDENDUM TO MASTER SERVICES AGREEMENT

This Merchant Services Bankcard Addendum ("**Bankcard Addendum**") is entered into by and among the undersigned customer ("**CUSTOMER**", BANK OF AMERICA, NA ("**BANK**") and BANC OF AMERICA MERCHANT SERVICES, LLC ("**BAMS**") and supplements the Master Services Agreement between BAMS and CUSTOMER (the "**MSA**"). BANK hereby joins the MSA as a PROVIDER (as defined in the MSA) and agrees to be bound by its terms. Each of BANK and BAMS is a PROVIDER and collectively referred to in this Bankcard Addendum as the "**SERVICERS**". References to the MSA in this Bankcard Addendum shall include this Bankcard Addendum. Capitalized terms not defined in this Bankcard Addendum are defined in the MSA or Card Organization Rules. The Card Organization Rules are made a part of this Bankcard Addendum by this reference to them, and reference to this Bankcard Addendum or Operating Guide shall be deemed to include the Card Organization Rules, unless stated otherwise.

This Bankcard Addendum governs processing services regarding credit, debit and certain other Card transactions and other services, as those services are further described in this Bankcard Addendum, the Fee Schedule attached hereto as Schedule A (including any additions and changes thereto, the "**Fee Schedule**"), any and all concurrent and subsequent addenda, supplements or schedules to this Bankcard Addendum (each, including the Fee Schedule, as amended from time to time, a "**Supplement**"), and the Card Organization Rules, all as elected by CUSTOMER and approved by SERVICERS (or their applicable Affiliate) (for the purposes of this Addendum, collectively, the "**Services**"). Unless otherwise expressly provided in the MSA, this Bankcard Addendum or any Supplement, (i) references to each Supplement shall be deemed to include this Bankcard Addendum, (ii) references to this Bankcard Addendum shall be deemed to include each Supplement, and (iii) references to an Addendum in the MSA shall be deemed to include this Bankcard Addendum and each Supplement with respect to the Services. To the extent the terms of a Supplement directly conflict with the terms of this Bankcard Addendum, the terms of that Supplement shall control. CUSTOMER and SERVICERS agree to comply with this Bankcard Addendum. In performing this Bankcard Addendum, without diminishing SERVICERS' obligations to CUSTOMER, SERVICERS may use the services of third parties, including, without limitation, their respective Affiliates.

BANK's obligations hereunder shall be limited to the sponsorship and settlement of certain Card transactions submitted in accordance with the terms and conditions of this Bankcard Addendum and the Bankcard Card Organization Rules, and BANK shall not have any obligation or liability of any nature in connection with any and all debit or EBT transactions or related services or any services of any kind provided by BAMS or its Affiliates provided hereunder or pursuant hereto.

In consideration of the mutual covenants and agreements set forth herein and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, SERVICERS and CUSTOMER agree as follows:

1. **Definitions.** As used in this Bankcard Addendum, capitalized terms will have the meaning set forth in Annex 1, the Operating Guide or Card Organization Rules, as applicable.

2. **Services.**
   2.1 Subject to Card Organization Rules, Services may be performed by BAMS or BANK subject to the agreements between them as the same may be modified from time to time. In addition to SERVICERS, one or more affiliates of BAMS may assist in providing Terminals or other equipment and local support functions in connection with this Bankcard Addendum.
   2.2 SERVICERS will make the Services operational and available to CUSTOMER through a mutually agreed upon implementation plan. CUSTOMER agrees to at all times cooperate with SERVICERS and provide SERVICERS with all necessary information and assistance required by SERVICERS to provide the Services in accordance with the Card Organization Rules and Applicable Law, including, without limitation, making changes to Merchant Equipment as SERVICERS require. CUSTOMER will be responsible for (i) use of the Services by CUSTOMER, CUSTOMER's employees and agents and Merchant Providers, (ii) CUSTOMER's failure to properly access the Services in the manner prescribed by SERVICERS, and (iii) CUSTOMER's failure to supply accurate information regarding the Services.

3. **Election of Cards, Duty to Honor Cards and Use of Marks.**
   3.1 Card Election. CUSTOMER has elected and SERVICERS have approved CUSTOMER to accept those Card types and Services designated in this Bankcard Addendum or the Supplements. CUSTOMER may change CUSTOMER's election of Card types and Services from time to time upon at least sixty (60) days' advance notice to SERVICERS; SERVICERS will use their reasonable efforts to accommodate CUSTOMER's requests in less than this time but SERVICERS will not be obligated to do so. Upon SERVICERS' approval of such new Card type or Service, the parties will execute a Supplement therefor. CUSTOMER will not seek authorization for or submit a transaction of a new Card type until the parties have entered into a Supplement for it. Unless otherwise directed by SERVICERS, CUSTOMER will not seek authorization for or submit a Card transaction of a Card type CUSTOMER desire to discontinue accepting later than the effective date of the notice to SERVICERS. With respect to inadvertent or intentional acceptance of a transaction other than the type or service anticipated for CUSTOMER's account (including ,without limitation, a different Card type), CUSTOMER will also be subject to payment to SERVICERS of their then-current transaction fee(s) with respect to such Card, transaction and/or service and be liable, obligated and responsible under this Bankcard Addendum for any such transaction or service to the same extent as CUSTOMER would be if it was of an anticipated Card type or service.

   3.2 Honoring Cards Generally. CUSTOMER will honor a Card by accepting it for payment. CUSTOMER will not engage in any acceptance practice or procedure that discriminates against, or discourages the use of, any particular Card type elected by CUSTOMER and approved by SERVICERS, in favor of any competing Card brand also elected and approved.

   3.3 Cards Issued by US Card Issuers. For all Cards issued by U.S. Issuers, CUSTOMER will honor all Cards within the Card types elected and approved in accordance with this Bankcard Addendum. For example, if CUSTOMER elects and is approved to accept Visa credit Cards, CUSTOMER will submit payments from Visa-branded credit Card Cardholders without regard to whether the credit Card is a Visa-branded rewards credit Card or Visa-branded business purpose credit Card.

3.4 Cards Issued by Non–US Card Issuers. CUSTOMER will honor all Cards issued by non-U.S. Issuers. For example, even if CUSTOMER elects to limit CUSTOMER's acceptance of MasterCard Cards to MasterCard credit Cards, CUSTOMER will accept for processing a MasterCard debit Card issued by a non-U.S. Card issuer.

3.5 Marks Generally. CUSTOMER and SERVICERS acknowledge that no party will acquire any right, title or interest in or to the Marks of any other party or of any Card Organization or SERVICERS' agents by virtue of this Bankcard Addendum, without prior written consent. CUSTOMER will not assign to any third party any of the rights to use the Marks of SERVICERS, SERVICERS' agents or Card Organizations.

Except as otherwise provided herein, no party will use any other party's Marks, or use language from which the connection of such Marks may be inferred, in any advertising, written sales promotion, press releases or other publicity matters relating to this Bankcard Addendum without such party's prior written consent.

4. **General Requirements and Restrictions for Card Transactions.**

4.1 Accuracy of Data Submitted. CUSTOMER will be responsible for the quality and accuracy of all data provided to SERVICERS. SERVICERS may, at SERVICERS' option, return to CUSTOMER for correction before processing any data submitted by CUSTOMER which is incorrect, illegible or otherwise not in proper form. If CUSTOMER do not provide data in accordance with SERVICERS' specified format and schedule, SERVICERS will use reasonable efforts to reschedule and process the data as promptly as possible, but related expenses incurred by SERVICERS will be charged to CUSTOMER.

4.2 Prohibitions on Increasing Price of Goods or Services. CUSTOMER will not increase the price of goods or services for a Card transaction or impose any fee for the service of accepting a Card except as allowed by the Card Organization Rules and Applicable Law. CUSTOMER may charge a convenience or service fee for a Card transaction only as permitted by the Card Organization Rules and Applicable Law. If clearly disclosed to the Cardholder, CUSTOMER may offer a discount from the standard price for payments by cash.

4.3 Payments from Cardholders. CUSTOMER agrees that CUSTOMER will not accept or process, any funds representing a Cardholder's payment to an Issuer.

4.4 Prohibition on Aggregating and Factoring and Employee Transactions. CUSTOMER is prohibited from submitting or presenting, and agrees not to submit or to present, any authorization requests for transactions and Sales Drafts arising from transactions between (i) CUSTOMER and Cardholders who are CUSTOMER's owners, partners, guarantors, officers or employees, other than genuine purchases, leases or rentals of goods or services from CUSTOMER or other payments to CUSTOMER, all in the ordinary course of CUSTOMER's business, and (ii) Cardholders and third parties for their goods or services or other payments to them.

4.5 Draft Requirements. All Sales Drafts and Credit Drafts must include all information required under and in accordance with the Operating Guide, Card Organization Rules and Applicable Law:

4.6 Unless otherwise agreed in advance and writing by SERVICERS, CUSTOMER must submit all Card transactions in U.S. dollars.

5. **Operating Guide; Card Organization Rules and Compliance.**

CUSTOMER acknowledges that it has received the Operating Guide, the terms of which are incorporated into this Bankcard Addendum; any reference to this Bankcard Addendum includes the Operating Guide. Notwithstanding any provision to the contrary contained in this Bankcard Addendum, the parties hereto acknowledge and agree that the Operating Guide provides the principals of a sound Card program and contain the relevant subset of the Card Organization Rules. However, the Operating Guide is not a complete set of all Card Organization Rules. If CUSTOMER loses or otherwise misplaces the Operating Guide or notices of changes thereto, CUSTOMER shall be responsible for contacting SERVICERS to obtain replacement copies From time to time, SERVICERS may change the Operating Guide, in whole or in part, and other operating procedures, by providing CUSTOMER with at least thirty (30) days' prior written notice of the change. However, in the event of changes in the Card Organization Rules or due to security reasons, certain changes in Card procedures may become effective on shorter notice. If there is any conflict between the terms of this Bankcard Addendum and the Operating Guide, the terms of this Bankcard Addendum will govern, unless the conflict is directly related to a change in the Operating Guide which specifically addresses a procedure or requirement detailed in this Bankcard Addendum.

CUSTOMER must comply with the Card Organization Rules and Applicable Law, however, with regard to Card Organization Rules; CUSTOMER need only comply with those applicable to Cards. CUSTOMER will review the Card Organization Rules and Applicable Law from time to time for changes. Card Organization Rules are available on web sites, such as http://www.usa.visa.com/merchants, and http://www.mastercardmerchant.com, as those links may be changed from time to time.

6. **Authorization.**

6.1 CUSTOMER agrees to submit only Card transactions for which CUSTOMER has received an Authorization. Obtaining an Authorization will not ensure payment to CUSTOMER for a Sales Draft. The fact that an Authorization is obtained by CUSTOMER will not affect SERVICERS' rights thereafter to revoke Authorization of a Card transaction or to charge back the transaction to CUSTOMER. In no event will the fact that an Authorization is obtained by CUSTOMER be deemed to be SERVICERS' representation or warranty, either express or implied, that the particular Card transaction is in fact a valid, authorized or undisputed transaction entered into by the Cardholder.

6.2 The Authorization number provided by SERVICERS shall be noted by CUSTOMER in the appropriate place on the Sales Draft. If Authorization is declined, CUSTOMER shall not complete the Card transaction.

6.3 CUSTOMER shall comply with any special authorization procedures contained in the Card Organization Rules and any other sections of parts of this Bankcard Addendum.

6.4 CUSTOMER acknowledges that Authorization, (i) indicates only the availability of credit at the time of Authorization; (ii) does not warrant that the person presenting the Card is the rightful Cardholder; and (iii) is not an unconditional promise or guarantee by SERVICERS that any Card transaction will not be subject to Chargeback.

6.5 If CUSTOMER obtains an Authorization by telephone, CUSTOMER shall record the approval number on the Sales Draft.

7. **Electronic Commerce Transactions**

CUSTOMER acknowledges and agrees that this Section 7 pertains only to ECTs that arise from transactions effected in U. S. dollars. All CUSTOMER's ECTs must be in U.S. dollars and will be settled in U.S. dollars. Under the Card Organization Rules, ECTs are considered non face-to-face Card transactions. In addition, CUSTOMER must properly identify each ECT in the Sales Draft.

CUSTOMER agrees to develop and maintain a point of presence on the Internet at CUSTOMER's expense. CUSTOMER must post CUSTOMER's consumer data privacy policy and method of transaction security on CUSTOMER's web site(s) in accordance with the Card Organization Rules and Applicable Law. CUSTOMER will, in accordance with the Card Organization Rules and Applicable Law, (i) install and maintain a working firewall to protect data accessible via the Internet; (ii) keep security patches up to date; (iii) encrypt stored data; (iv) encrypt data sent across networks; (v) use and regularly update anti-virus software; (vi) restrict access to data on a "need to know" basis; (vii) assign a unique ID to each person with computer access to data; (viii) not use vendor-supplied defaults for system passwords and other security parameters; (ix) track access to data by unique ID; (x) regularly test security systems and processes; (xi) maintain a policy that addresses information security for employees and contractors; and (xii) restrict physical access to Cardholder data.

CUSTOMER's Internet web site must contain (a) a complete description of the goods or services offered, (b) CUSTOMER's returned merchandise and refund policy, (c) CUSTOMER's customer service contact information, including e-mail address and/or telephone number, (d) transaction currency, (e) export or legal restrictions (if known), (f) CUSTOMER's delivery policy and (g) CUSTOMER's country of domicile immediately prior to the Cardholder's accessing of payment instructions. In addition, CUSTOMER must disclose, at all points of Cardholder interaction (including any of CUSTOMER's supplier or subcontractor Internet web sites and any of CUSTOMER's promotional materials and invoices), to the Cardholder that CUSTOMER, and not any of any CUSTOMER's suppliers of goods or subcontractors for services, is the merchant of record and responsible for any Card transaction. CUSTOMER must also notify the Cardholder that CUSTOMER is responsible for (i) payment transactions, (ii) products and services, (iii) direct customer service, (iv) dispute resolution, and (v) all terms and conditions of the transaction. CUSTOMER must display on CUSTOMER's Internet web site(s) the Card Organization Marks, wherever CUSTOMER display payment options, in accordance with the Operating Guide and Subsection 3.5 of this Bankcard Addendum.

CUSTOMER will be responsible for all costs of connectivity and communication between CUSTOMER, the Internet and SERVICERS. CUSTOMER agrees to utilize SSL (Secure Sockets Layer) or other secure compatible encryption method acceptable to SERVICERS in providing CUSTOMER's ECTs to SERVICERS for authorization, processing and settlement.

CUSTOMER assumes all responsibility for identification of the Cardholder and the validity of the Card information for ECT. CUSTOMER agrees that each Authorization request will include a request for address verification and a positive response for it. CUSTOMER agrees to identify separately any high-risk transactions CUSTOMER submits. The high-risk transactions include, but are not limited to, any under Merchant Category Code 5967 – Direct Marketing – Inbound Telemarketing Merchants.

8. **Multiple Sales Drafts and Partial Consideration.**

8.1 Except as shall be specifically set forth in the Operating Guide or the Card Organization Rules, CUSTOMER shall list all items of goods and services purchased during each Card transaction and the total amount thereof on a single Sales Draft.

8.2 CUSTOMER shall comply with all special procedures and conditions applicable under the Operating Guide and the Card Organization Rules with respect to any partial payment, installment payment, delayed delivery or advance deposit situation and any delayed or amended charges for a travel and entertainment transaction. CUSTOMER shall not use more than one Sales Draft to represent a single Card transaction to avoid the need for Authorization.

9. **Pre-Authorized Orders.**

9.1 A Pre-Authorized Order may include the payment of recurring charges such as insurance premiums, subscriptions, membership fees, tuition or utility charges and may also include preauthorized health care payments (subject to a Supplement).

9.2 If CUSTOMER is authorized to accept Pre-Authorized Orders, Authorization for each such Card transaction, regardless of the amount, must be obtained, and CUSTOMER must write "Recurring Transaction" (for Visa and other non-MasterCard Card transactions) or "PO" (for MasterCard Card transactions) as applicable, on the Sales Draft in lieu of the Cardholder's signature.

9.3 Except for preauthorized health care payments for the incremental costs not covered by insurance, advance deposits and installment payments, all made in compliance with this Bankcard Addendum, a Pre-Authorized Order may not include partial payments made to CUSTOMER for goods or services purchased in a single transaction. In no event may any finance charges be imposed on any periodic payments in connection with a Pre-Authorized Order.

9.4 CUSTOMER may not accept a Pre-Authorized Order from a Cardholder for the purchase of goods or services which are delivered or performed periodically unless the Cardholder completes and delivers to CUSTOMER a written request (and, when applicable, a written renewal request) identifying (i) the goods or services to be charged to the Cardholder's account, (ii) the amount of the preauthorized or recurring charges (unless such charges are for variable amounts), (iii) the frequency of the preauthorized or recurring charges and (iv) the duration of time for which the Cardholder's permission is granted. If CUSTOMER accepts any Pre-Authorized Orders for variable amounts, CUSTOMER must comply with the supplemental provisions set forth in the applicable Supplements.

9.5 The Cardholder's written request (including any written renewal request) must be (a) retained for the duration of the preauthorized or recurring charges; (b) provided in response to an Issuer's request for original documentation; and (c) used no longer after receiving notice of cancellation.

10. CUSTOMER Responsibilities for Persons Used by CUSTOMER.

10.1 Use of Persons. CUSTOMER's use of the services, equipment, Software, systems, materials, supplies or resources of Persons regarding CUSTOMER's Card transactions processing, including, without limitation, Merchant Providers and any third party lessors and licensors, will not affect CUSTOMER's obligations under this Bankcard Addendum to SERVICERS which will apply to the same extent as if CUSTOMER had not used them. SERVICERS have no liability or responsibility to CUSTOMER or others regarding these Persons, even if SERVICERS referred them to CUSTOMER. These third parties are CUSTOMER's agents, and CUSTOMER is solely responsible for (i) determining whether they can meet CUSTOMER's needs and standards, (ii) their actions, inactions and compliance with the terms of this Bankcard Addendum and Applicable Law and (iii) any and all fees, costs, expenses and other obligations owed to them by CUSTOMER or owed by them to SERVICERS or to the Card Organizations.

10.2 Merchant Providers. Before CUSTOMER engages any Merchant Provider, CUSTOMER must provide to SERVICERS in writing (a) the Merchant Provider's legal name, (b) contact information, and (c) intended function. CUSTOMER covenants with SERVICERS that CUSTOMER will not use, allow the use of, or provide to any Merchant Provider access to any Cardholder data, BAMS Systems, BAMS Software or Services until CUSTOMER receives SERVICERS' approval and, if required, confirmation of SERVICERS' registration of that Merchant Provider with applicable Card Organizations. CUSTOMER must ensure that CUSTOMER and Merchant Providers: (i) comply with the registration process which can involve site inspections, background investigations, provision of financial statements, and any other information required by a Card Organization; (ii) comply with the periodic and other reporting required by a Card Organization; and (iii) comply with this Bankcard Addendum and Applicable Law, including without limitation, those provisions requiring security of Cardholder data. CUSTOMER may allow Merchant Providers access to Cardholder data only for purposes authorized under and in conformance with the Card Organization Rules and Applicable Law. CUSTOMER is responsible for all SERVICERS' costs and expenses associated with SERVICERS' review, approval, certification (and recertification as may required by the Card Organization Rules) and registration of any Merchant Providers.

Upon request and reasonable notice, CUSTOMER will provide and will ensure that Merchant Providers provide to SERVICERS and SERVICERS' respective representatives prompt access to CUSTOMER's and their facilities and records for the purposes of performing any inspection and copying books or records pertaining to the transactions contemplated under this Bankcard Addendum. CUSTOMER must have written agreements with Merchant Providers requiring such access.

11. Cardholder Refunds and Credits.

11.1 If a Cardholder returns goods or cancels services purchased from CUSTOMER with a Card, or CUSTOMER allows any other price adjustment after a sale has been completed and a refund or adjustment is due to the Cardholder (other than any involuntary refund required by applicable airline or other tariff or by Applicable Law), CUSTOMER will not return cash to the Cardholder but will instead prepare a Credit Draft and process each such refund or adjustment, as specified in the Operating Guide and Card Organization Rules. CUSTOMER will give the Cardholder a copy of the completed Credit Draft.

11.2 If CUSTOMER establishes a policy limiting refunds or acceptance of returned merchandise (*e.g.*, no refund, exchange only, in-store credit only, or special conditions), CUSTOMER must follow the procedures set forth in the Operating Guide regarding refunds and returned merchandise.

12. Presentment of Card Transactions.

12.1Locations. CUSTOMER will provide SERVICERS with a complete list of all CUSTOMER's Locations in the United States and its territories where CUSTOMER desires to accept Cards, with current information for each Location, including, physical address and telephone number(s), mailing address and, if available, fax number(s) and email address(es). CUSTOMER will provide an updated list as changes to any of CUSTOMER's Locations or their related information occur.

12.2CUSTOMER shall electronically (or physically, when authorized by SERVICERS) deliver to SERVICERS Sales Drafts and Credit Drafts for all Card transactions to be processed and settled under this Bankcard Addendum. The deadlines for submitting Sales Drafts and Credit Drafts are set forth in the Operating Guide and Card Organization Rules corresponding to the applicable Card types and desired rates. In no event shall such deadlines be later than the fifth calendar day or third banking day (whichever is earlier) after completing Card transactions (unless CUSTOMER is entitled to any special extension of these deadlines). CUSTOMER acknowledges that the times specified in the preceding sentence are the maximum deadlines and that faster time frames are required to qualify for incentive programs.

12.3 CUSTOMER will not submit any Sales Draft that was not created in conjunction with a Card transaction between CUSTOMER and the applicable Cardholder. Under no circumstances will CUSTOMER submit any Sales Draft that has been previously charged back by the Cardholder and subsequently returned to CUSTOMER.

13. Settlement of Card Transactions.

13.1 Settlement of Sales Drafts. SERVICERS will settle with CUSTOMER for each Sales Draft acquired and accepted by SERVICERS under this Bankcard Addendum after SERVICERS receive payment for that Sales Draft from the related

Card Organization, subject to the terms of this Bankcard Addendum. Unless SERVICERS agree in writing otherwise, SERVICERS will only acquire Sales Drafts for Visa, MasterCard and Discover Network Card types (including those of other Card Organizations processed under Visa, MasterCard or Discover Network Card Organization Rules); provided, however, that, if CUSTOMER has been classified by Discover Network as having a Discover Direct Strategic Relationship with Discover Network, SERVICERS will not acquire CUSTOMER's Discover Network transactions and they will be subject to CUSTOMER's agreement with Discover Network. CUSTOMER acknowledges and agrees that if SERVICERS have not agreed to or do not acquire transactions for any Card type (i) SERVICERS have no liability or responsibility whatsoever for the settlement of or disputes regarding those transactions and (ii) CUSTOMER will pursue directly with the related Card Organization all claims and disputes regarding those transactions. CUSTOMER agrees to pay SERVICERS for per item processing, authorization and other fees in the Fee Schedule for any non-acquired transaction services CUSTOMER receives from SERVICERS.

13.2 Settlement Account and Its Operation. CUSTOMER will designate, in writing, and maintain, the Settlement Account for the purposes of settling transactions under this Bankcard Addendum. If the Settlement Account is with BANK, in the absence of any other written agreement with BANK, the standard terms and conditions that apply to BANK's deposit accounts of the same type will apply. As amounts become payable to CUSTOMER or to SERVICERS under this Bankcard Addendum, SERVICERS may, unless otherwise agreed, make payments to or receive payments from CUSTOMER by crediting or debiting the Settlement Account without prior notice. If CUSTOMER does not maintain a Settlement Account with BANK, payments between CUSTOMER and SERVICERS must be made in a manner satisfactory to SERVICERS. If CUSTOMER does not maintain sufficient balances in the Settlement Account to cover amounts owing under this Bankcard Addendum, CUSTOMER must immediately pay all such amounts directly to SERVICERS, and if CUSTOMER does not do so, at SERVICERS' discretion SERVICERS may cease processing additional Card transactions until the amounts due are paid.

CUSTOMER acknowledges and agrees that transfers to or from the Settlement Account will be made on the basis of account number and bank routing number only. SERVICERS are not responsible for detecting errors in any Settlement Account information CUSTOMER provides, including the account numbers and routing numbers associated with the Settlement Account, even if any of those numbers do not correspond to the account or bank identified by name. CUSTOMER's obligations and SERVICERS' rights regarding any settlement transfers SERVICERS make in reliance on the account number(s) and bank routing number(s) for the Settlement Account are not excused in those circumstance, even if CUSTOMER provides SERVICERS erroneous information.

SERVICERS will initiate a transfer of settlement funds to CUSTOMER as set forth in Section 13.3. SERVICERS will not be liable for any delays in receipt of settlement funds or errors in credits or debits to the Settlement Account that are caused by Persons, including but not limited to, delays or errors of any Card Organization or any financial institution other than BANK.

13.3 Settlement Amounts and Time for Settlement. All settlements to CUSTOMER for Sales Drafts will be based upon gross sales, minus the amounts of Credit Drafts, adjustments, applicable fees, Chargebacks, and any other amounts then due from CUSTOMER to SERVICERS, whether netted at settlement or separately debited. All credits to CUSTOMER's Settlement Account or other payments to CUSTOMER are provisional and are subject to (i) SERVICERS' final audit and confirmation, (ii) Card Organization Rules and (iii) any other obligations owed by CUSTOMER to SERVICERS.

Except as otherwise set forth in this Bankcard Addendum, if SERVICERS receive CUSTOMER's Sales Drafts by the applicable cut off time established by SERVICERS, SERVICERS will initiate a transfer of applicable settlement funds, after receipt thereof from the Card Organizations, via ACH (or other payment system available from SERVICERS for these types of transfers) to CUSTOMER's Settlement Account. SERVICERS will generally initiate this transfer by the following Business Day after SERVICERS process the applicable transactions. Generally, the Settlement Account will be credited within two Business Days after SERVICERS' initiation of the transfer.

13.4 Settlement Amounts Subject to Adjustments. This Bankcard Addendum is a contract whereby SERVICERS are extending financial accommodations to CUSTOMER within the meaning of Section 365(c) of the Bankruptcy Code. CUSTOMER's right to receive any amounts due or to become due from SERVICERS or SERVICERS' respective Affiliates, whether or not those amounts are related to this Bankcard Addendum, is expressly subject and subordinate to Chargeback, setoff, lien, security interest and SERVICERS' rights to withhold settlement funds under this Bankcard Addendum, without regard to whether such Chargeback, setoff, lien, security interest and the withholding of settlement funds rights are being applied to claims that are liquidated, unliquidated, fixed, contingent, matured or unmatured.

14 **Fees; Adjustments; Collection of Amounts Due; Reconcilement.**

14.1Fees and Card Organization Charges. CUSTOMER will pay SERVICERS, within the times specified by SERVICERS, all the fees and charges for the Services calculated pursuant to the Fee Schedule, which includes fees that are in whole or in part based on (i) fees set by Card Organizations, including, without limitation, interchange fees ("**Card Organization Based Fees**"), and (ii) fees set by other third parties (together with Card Organization Based Fees, "**Third Party Based Fees**"), and (iii) fees that SERVICERS set. Fees will be charged for all authorization requests, whether or not approved, all Sales Drafts submitted for processing, all Credit Drafts and all Chargebacks. If a Card transaction does not qualify for the lowest interchange rate for which it is eligible, then that Card transaction will be downgraded and processed at a more costly interchange rate for which it qualifies. CUSTOMER will pay retroactive increased interchange fees for any Card transactions that a Card Organization determines did not qualify for the rates originally used.

CUSTOMER acknowledges that the fees stated herein are based upon the qualification of CUSTOMER's Card transactions for certain reduced interchange fees as set by the applicable Card Organizations. If a transaction fails to qualify for CUSTOMER's anticipated interchange levels or CUSTOMER inadvertently or intentionally accepts a Card transaction other than the type anticipated for its account (including a different Card type), then, as applicable to the pricing set forth in the Fee Schedule, CUSTOMER will be charged a higher interchange, discount rate or non-qualified interchange fee, as well any applicable surcharge for that transaction, all as set forth in the Fee Schedule.

The fees for Services set forth in this Bankcard Addendum are based upon assumptions associated with the anticipated annual volume and average transaction size set forth on the Fee Schedule and CUSTOMER's method of doing business. If the actual volume or average transaction size are not as expected or if CUSTOMER significantly alters your method of doing business, SERVICERS may adjust your discount fees and transaction fees without prior notice.

14.2 Card Organization Fees, Fines, Assessments and Penalties. In addition, CUSTOMER will pay to SERVICERS all fees (including increased fees), assessments, fines, penalties, Issuer reimbursements and similar charges imposed by Card Organizations on SERVICERS, directly related to CUSTOMER's Card transactions or based on CUSTOMER's actions or failure to act, including, but not limited to, CUSTOMER's non compliance with data security requirements. Upon receipt of notice from the Card Organizations, SERVICERS will provide CUSTOMER with reasonable notice of such fees, assessments, fines, penalties, Issuer reimbursements, etc.

14.3 Payment of Fees, Charges and Other Amounts. SERVICERS may debit the Settlement Account for, or withhold from funds SERVICERS owe CUSTOMER under this Bankcard Addendum, all amounts CUSTOMER owes SERVICERS under this Bankcard Addendum. If the Settlement Account has insufficient funds, SERVICERS may, without advance notice, withdraw the funds CUSTOMER owes SERVICERS from the Reserve Account, or any other account CUSTOMER maintains with SERVICERS (or their respective Affiliates) or to which CUSTOMER has granted SERVICERS access. If sufficient funds are not available from those sources, CUSTOMER must pay the amount of any deficiency immediately upon demand.

14.4 Changes in Amount of Fees and New Fees. SERVICERS will provide CUSTOMER with at least thirty (30) days' advance notice of any Third Party Based Fee changes in the Fee Schedule. However, SERVICERS' ability to provide notice of changes to Third Party Based Fees depends on SERVICERS' receipt of timely notice from those parties, and SERVICERS may not be able to provide CUSTOMER with that much advance notice for those fee changes, and in those instances, changes will become effective on the date specified in the notice. CUSTOMER will be responsible for paying any increased or new fees as of the effective date in SERVICERS' notice, unless CUSTOMER gives notice of termination of this Bankcard Addendum to SERVICERS, and ceases processing Card transactions, within 30 days of SERVICERS' notice.

14.5 Fees for Supplies and Other Services. In addition to the other payments required in this Bankcard Addendum, CUSTOMER agree to pay SERVICERS for any other fees and charges and any special services or handling CUSTOMER requests or requires not covered in this Bankcard Addendum. CUSTOMER also agrees to pay SERVICERS for amounts CUSTOMER owes to Persons that SERVICERS pay, for example, payments for leased or rented Merchant Equipment.

14.6 Taxes, Installation & De-Installation. CUSTOMER agrees to pay any and all sales, use, excise, personal property, stamp, documentary and ad-valorem taxes, license and registration fees, assessments, fines, penalties and similar charges ("**Taxes**") imposed on the Services or the transactions contemplated by this Bankcard Addendum. CUSTOMER also agrees to pay any and all Taxes imposed on the ownership, possession or use of the Merchant Equipment. CUSTOMER authorizes SERVICERS, or SERVICERS' respective assigns, to increase the amount of CUSTOMER's preauthorized payment to reflect any and all increases in all applicable Taxes. CUSTOMER further agrees to pay any and all costs associated with the installation and de-installation of Purchased Equipment. CUSTOMER is not responsible for any taxes imposed on SERVICERS based on SERVICERS' net income.

14.7 Duty to Review Statements and Report Discrepancies. CUSTOMER must promptly and carefully review, statements and reports provided or made available to CUSTOMER (physically, electronically or otherwise) reflecting Card transaction activity, including, activity in the Settlement Account and Reserve Account, whether provided by SERVICERS or Persons.

14.8 Duty to Notify Bank of Discrepancies or Adjustments. If CUSTOMER believes any discrepancies exist or adjustments are needed with respect to any debits or credits effected by SERVICERS with respect to CUSTOMER's Settlement Account or the Reserve Account or for any amounts due to or due from CUSTOMER, or if CUSTOMER has any other questions or concerns regarding CUSTOMER's Card transactions that are processed and settled by SERVICERS or regarding any statement or report provided or made available by SERVICERS (physically, electronically or otherwise), CUSTOMER must notify SERVICERS in writing (i) within sixty (60) days after such debit or credit is effected, such transaction is processed and settled, or such statement or report is provided, or (ii) such shorter time as is provided in the terms and conditions covering that account. If CUSTOMER fails to notify SERVICERS within such time frame, SERVICERS will not be required to investigate the matter or effect any related adjustment, absent any willful misconduct by SERVICERS. If CUSTOMER notifies SERVICERS after such time period, SERVICERS may, in SERVICERS' discretion and at CUSTOMER's cost, investigate the matter addressed in CUSTOMER's notice, but SERVICERS will not have any liability to effect any related adjustment absent any willful misconduct by SERVICERS. Any voluntary efforts by SERVICERS to assist CUSTOMER in investigating such matters will not create any obligation to continue such investigation or any future investigation.

14.9 Duty Regarding Merchant Systems. CUSTOMER will be responsible for auditing, balancing, verifying and reconciling any out-of-balance condition within the Merchant Systems, and for notifying SERVICERS of any errors in the foregoing after receipt of the applicable report from SERVICERS. CUSTOMER will notify SERVICERS of all incorrect reports or output within two (2) Business Days after receipt of such reports or output. Within one (1) business day of the original transaction, CUSTOMER must balance each Location to the BAMS system for each business day that each Location is open. If CUSTOMER determines that transaction(s) have been processed in error, CUSTOMER will initiate the appropriate transaction for adjustment to correct the transaction in question. CUSTOMER is responsible for all applicable adjustment fees per applicable Card Organization.

15. **Chargebacks.**

15.1 Chargebacks Payable Immediately. CUSTOMER will pay SERVICERS the amount of each Card transaction that CUSTOMER submitted to SERVICERS for processing that is charged back to SERVICERS for any reason permitted by the Card Organization Rules. Each Chargeback to CUSTOMER is immediately due and payable by CUSTOMER.

15.2 Disputing Chargebacks. CUSTOMER may dispute a Chargeback as provided in the Card Organization Rules, including any requirements for timely submission. SERVICERS' obligation to CUSTOMER respecting Chargeback disputes is limited to permissible presentment of CUSTOMER's dispute to the appropriate Card Organization. SERVICERS will not engage in direct collection efforts against Cardholders on CUSTOMER's behalf.

15.3 Chargeback Fees. CUSTOMER will pay SERVICERS the fees associated with processing Chargebacks as provided in the Fee Schedule, without regard to whether the Chargeback is settled in CUSTOMER's favor or the Cardholder's favor. In addition, in the event the percentage of Chargebacks to CUSTOMER's merchant account meets or exceeds the percentage considered excessive by the Card Organizations, CUSTOMER will pay SERVICERS the Excess Chargeback Fee stated in the Fee Schedule (in addition to any fees imposed on SERVICERS by the Card Organizations). The rate and the method of calculation for what each Card Organization considers excessive may be found in itsCard Organization Rules. All fees related to processing Chargebacks, including any Excess Chargeback fees, are immediately due and payable to SERVICERS upon assessment.

16. **Representations; Warranties and Covenants.**

16.1 Without limiting any other warranties hereunder, CUSTOMER represents, warrants and covenants with SERVICERS and with the submission of each Card transaction reaffirms, the following representations, warranties and/covenants

(i) each Card transaction is genuine and arises from a bona fide transaction, permissible under the Card Organization Rules and Applicable Law, by the Cardholder directly with CUSTOMER;

(ii) Each Card transaction represents a valid obligation for the amount shown on the Sales Draft, Preauthorized Order, or Credit Draft, and does not involve the use of a Card for any other purpose;

(iii) each Card transaction represents an obligation of the related Cardholder for the amount of the Card transaction;

(iv) the amount charged for each Card transaction is not subject to any dispute, set off or counterclaim;

(v) each Card transaction amount is only for respective merchandise or services (including taxes, but without any surcharge) sold, leased or rented or other payments to CUSTOMER and, except for any delayed delivery or advance deposit Card transactions expressly authorized by this Bankcard Addendum, that merchandise or service was actually delivered to or performed for the Cardholder entering into that Card transaction simultaneously upon CUSTOMER accepting and submitting that Card transaction for processing;

(vi) with respect to each Card transaction, CUSTOMER has no knowledge or notice of any fact, circumstance or defense which would indicate that such Card transaction is fraudulent or not authorized by the related Cardholder or which would otherwise impair the validity or collectability of that Cardholder's obligation arising from that Card transaction or relieve that Cardholder from liability with respect thereto;

(vii) each Card transaction is made in accordance with this Bankcard Addendum and Applicable Law; and

(viii) each Sales Draft is free of any alternation not authorized by the related Cardholder;

(ix) CUSTOMER has completed one Card transaction per sale; or one Card transaction per shipment of goods for which the Cardholder has agreed to partial shipments;

(x) CUSTOMER is validly existing, in good standing and free to enter into this Bankcard Addendum;

(xi) all information provided to SERVICERS in support of this Bankcard Addendum is true and correct;

(xii) CUSTOMER is not doing business under a name or style not previously disclosed to SERVICERS;

(xiii) CUSTOMER has not changed the nature of CUSTOMER's business, Card acceptance practices, delivery methods, return policies, or types of products or services sold requiring a different merchant category code under Card Organization Rules, in a way not previously disclosed to SERVICERS;

(xiv) CUSTOMER will use the Services only for CUSTOMER's own proper business purposes and will not resell, directly or indirectly, any part of the Services to any Person;

(xv) CUSTOMER has not filed a bankruptcy petition not previously disclosed to SERVICERS;

(xvi) CUSTOMER owns and controls the Settlement Account, and no security interest or lien of any type in favor of a Person exists regarding the Settlement Account or any Card transaction.

(xvii) CUSTOMER will not at any time during the term of this Bankcard Addendum, or until all amounts due under this Bankcard Addendum have been paid in full, grant or pledge any security interest or lien in the Reserve Account, Settlement Account or transaction proceeds to any Person, without SERVICERS consent;

(xviii) each Card transaction was made in accordance with the terms of this Bankcard Addendum.

16.2 SERVICERS represent and warrant to CUSTOMER that:

(i) SERVICERS will perform their obligations pursuant to this Bankcard Addendum in accordance with the Applicable Law.

(ii) SERVICERS are validly existing, in good standing and free to enter into this Bankcard Addendum;

17. **Retention of Records.**

17.1 Unless prohibited by the Card Organization Rules, CUSTOMER will retain, for a period of at least eighteen (18) months from the date of the Card transaction or such other longer period as may be required by the Card Organization Rules, legible copies or images (electronically or otherwise) of CUSTOMER's Sales Drafts, Cardholder consents for Pre-Authorized Orders and Credit Drafts. CUSTOMER's obligation to retain records does not provide authority for CUSTOMER to retain Card magnetic stripe data.

17.2 CUSTOMER will submit to SERVICERS a legible copy or image of a Sales Draft, Cardholder consent for a Pre-Authorized Order or Credit Draft if any Issuer requests one. CUSTOMER's deadline for providing to SERVICERS a legible copy or image of the requested Sales Draft, Cardholder consent for a Pre-Authorized Order or Credit Draft is ten

(10) days after the date of the Issuer's retrieval request, or as specified in the notice from SERVICERS. CUSTOMER acknowledges that CUSTOMER's failure to properly and timely respond to any retrieval request may result in a Chargeback.

18. **System Testing and System Enhancements**

18.1 SERVICERS reserve the right to conduct testing of the Merchant Systems for a period of time reasonably necessary for them to meet SERVICERS', the Merchant Equipment manufacturers', any third party integrators' and the Card Organizations' then-current applicable requirements. Throughout the term of this Bankcard Addendum, if CUSTOMER changes or modifies the Merchant Systems for any reason, including but not limited to modifications to accommodate changes in Card Organization Rules or Applicable Law, CUSTOMER will immediately notify SERVICERS of such changes or modifications, and SERVICERS will have a reasonable amount of time to conduct certification testing of the Merchant Systems to verify that it meets SERVICERS', any third party integrator's and the Card Organizations' then-current applicable requirements. The first such standard re-certification will be performed by SERVICERS at no cost to CUSTOMER; however, subsequent re-certifications will be billed to CUSTOMER at SERVICERS' then-current hourly rate. Notwithstanding anything to the contrary, by conducting implementation or certification testing, SERVICERS do not guarantee that CUSTOMER's transactions will qualify at the lowest possible interchange level. CUSTOMER assumes all liability resulting from CUSTOMER's failure to notify SERVICERS of the changes or modifications or CUSTOMER's refusal to allow SERVICERS to conduct the implementation or certification testing.

18.2 If, after the effective date of this Bankcard Addendum, CUSTOMER requests SERVICERS to perform or provide any system enhancements, custom reports, special files, terminal applications, related service enhancements or new services (collectively, "**System Enhancements**"), and SERVICERS agree to do so, these System Enhancements will be made in accordance with terms and conditions, including pricing, agreed to by the parties in writing

19. **Confidentiality**

19.1 In addition to the information security provisions elsewhere in the MSA and this Bankcard Addendum, neither CUSTOMER nor SERVICERS will use, store, disclose, sell or disseminate any Cardholder data obtained in connection with a Card transaction, except in accordance with the Card Organization Rules and Applicable Law (e.g., for purposes of authorizing, completing and settling Card transactions and resolving any Chargebacks, retrieval requests or similar issues involving Card transactions). The foregoing will not apply in the instance of a court or governmental request, subpoena or order and records in the possession of CUSTOMER which are deemed public records by law. SERVICERS acknowledged that CUSTOMER is a government entity subject to the Open Records Law in Nevada Revised Statutes Chapter 41. However, CUSTOMER advises that if a requestor under the Open Records law specifically seeks a cardholder's name and/or card number, CUSTOMER shall dispute such request, including through litigation if necessary, and advise PROVIDER of any such dispute or litigation. For avoidance of doubt, CUSTOMER shall be liable for any claim (e.g., identity theft, fraudulent use of a card, violation of privacy rights) of any cardholder, and any fines, fees, and penalties assessed against CUSTOMER by the Card Organizations, for which the City is responsible pursuant to Section 14.2 of the Bankcard Addendum to the MSA.

SERVICERS may use any Cardholder data for purposes associated with BANK's role as an Issuer if such Cardholder data is derived from a Card transaction in which the Card used was issued by BANK. Further, in accordance with the Operating Guide, Card Organization Rules and Applicable Law, SERVICERS may participate in sharing Cardholder data among SERVICERS' Affiliates, other financial institutions, regulatory authorities, law enforcement agencies and any other Persons authorized by the Card Organization Rules and Applicable Law. In addition, SERVICERS may participate in sharing Cardholder data with any Card Organization or its designee at the request of that Card Organization.

19.2 SERVICERS will keep confidential, in accordance with Applicable Law and the Card Organization Rules, any information received by SERVICERS from CUSTOMER or CUSTOMER's agents regarding CUSTOMER's use of the Services, including any relationship and transaction information; provided, that SERVICERS may disclose such information (i) to Persons to the extent necessary to provide the Services, (ii) SERVICERS' respective auditors and attorneys (internal and external) and regulators, (iii) as required or permitted by Applicable Law and (iv) to SERVICERS' respective Affiliates as SERVICERS deem appropriate. CUSTOMER acknowledges and agrees that any of information obtained by SERVICERS may be shared with SERVICERS' respective Affiliates, who have a need-to-know, in connection with the provision of the Services, as long as such Affiliates are under obligation to treat such information with the same degree of care as required of SERVICERS.

20. **Examinations, Audits and Corrective Action.**

20.1 <u>SERVICERS' Rights</u>. SERVICERS or their respective designees will have the right, during the term of this Bankcard Addendum and for one (1) year thereafter, upon reasonable advance written notice and during normal business hours, to conduct a review of the books, records, operations and Merchant Equipment of CUSTOMER, Merchant Providers and CUSTOMER's other third party service providers to determine or to verify CUSTOMER's and their compliance with CUSTOMER's obligations under this Bankcard Addendum.

20.2 <u>Card Organization and Investigation</u>. CUSTOMER will, upon reasonable prior written notice from SERVICERS and as directed by any Card Organization, permit any Person acceptable to that Card Organization to examine and audit the records, operations and Merchant Systems relevant to such Card Organization. The scope, standards and frequency of the examinations and audits will be determined by the Card Organization requesting it. The results, including, but not limited to any written reports of such examinations and audits, must be made available to the Card Organization requesting it and SERVICERS. All expenses related to such examinations and audits will be paid by CUSTOMER.

20.3 <u>Remediation</u>. CUSTOMER must promptly take corrective action acceptable to SERVICERS and the Card Organizations to rectify (i) any failure to comply with this Bankcard Addendum or any problem identified in any report, examination or audit that could reasonably be expected to have an adverse impact on SERVICERS, Issuers, Card Organizations or Cardholders and (ii) any control deficiencies identified in such report.

20.4 Regulatory Agencies. Notwithstanding anything to the contrary in Section 13 of the MSA and Sections 19 and 26 of this Bankcard Addendum, CUSTOMER agrees to provide reasonable access to Merchant Systems and CUSTOMER's facilities and records and those of Merchant Providers during normal business hours for examination purposes to any state or federal agencies with jurisdiction over SERVICERS or any Card Organization, upon SERVICERS' prior written request.

21. **Assignment.**

21.1 Any transfer or assignment of this Bankcard Addendum by CUSTOMER without SERVICERS' prior written consent, by operation of law or otherwise, is voidable at either SERVICER'S sole discretion. In the event of such transfer or assignment, the party to whom the Bankcard Addendum was transferred or assigned shall be bound to the terms and conditions of this Bankcard Addendum to the same extent as if SERVICERS and such assignee or transferee, as the case may be, entered into an agreement identical to this Bankcard Addendum on the effective date of such transfer or assignment. Furthermore, CUSTOMER shall indemnify and hold SERVICERS harmless from all liabilities, Chargebacks, expenses, costs, fees and fines arising in connection with such transferee's or assignee's, as the case may be, submission of Card transactions to SERVICERS for processing. For purposes of this Bankcard Addendum, any transfer of voting control of CUSTOMER or its parent shall be considered an assignment or transfer hereof.

21.2 Upon notice to CUSTOMER, another Visa and MasterCard member may be substituted for BANK under whose sponsorship this Bankcard Addendum is performed. Upon substitution, such other Visa and MasterCard member shall be responsible for all obligations required of BANK, including without limitation, as may be expressly required by applicable Card Organization Rules. Subject to Card Organization Rules, SERVICERS may assign or transfer this Bankcard Addendum and their respective rights and obligations hereunder and may delegate their respective duties hereunder, in whole or in part, to any Person, whether in connection with a change in sponsorship, as set forth in the preceding sentence, or otherwise, without the notice to or consent of CUSTOMER.

21.3 Except as provided in the following sentence, this Bankcard Addendum shall be binding upon permitted successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of a party's assets or business, shall have any right to continue or to assume or to assign this Bankcard Addendum.

22. **Term; Events of Default.**

22.1 This Bankcard Addendum and the applicable Schedules shall become effective upon the date this Bankcard Addendum and the applicable Supplements are signed by BANK, which shall in all instances be on or after the date(s) CUSTOMER and SERVICERS sign this Bankcard Addendum and the applicable Supplements.

22.2 The initial term and any subsequent terms of this Bankcard Addendum shall commence and shall continue in force as described in Subsection 2.1 of the MSA.

22.3 If any of the following events shall occur (each an "Event of Default"):

(i) a material adverse change in the business, financial condition, business procedures, products or services of CUSTOMER; or

(ii) any assignment or transfer of voting control of CUSTOMER or its parent; or

(iii) a sale of all or a substantial portion of CUSTOMER's assets; or

(iv) irregular Card sales by CUSTOMER, excessive Chargebacks or any other circumstances which, in SERVICERS' sole discretion, may increase SERVICERS' exposure for CUSTOMER's Chargebacks or otherwise presents a financial or security risk to SERVICERS; or

(v) any representation, warranty or covenant of CUSTOMER in this Bankcard Addendum is breached in any material respect or was or is incorrect in any material respect when made or deemed to be made; or

(vi) CUSTOMER shall default in any material respect in the performance or observance of any term, covenant, condition or agreement contained in this Bankcard Addendum, including, without limitation, the establishment or maintenance of funds in a Reserve Account, as detailed in Section 23, or the Information Security requirements as detailed in Section 26;

(vii) CUSTOMER shall default in any material respect in the performance or observance of any term, covenant or condition contained in any agreement with any respective Affiliate of SERVICERS, including, but not limited to, any agreement governing check guarantee or check verification services; or

(viii) CUSTOMER shall default in the payment when due, whether upon maturity or otherwise, of any material indebtedness for borrowed money or any material trade payable; or

(ix) CUSTOMER shall: commence a voluntary case under the Bankruptcy Code; file a petition seeking to take advantage of any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or entry into a composition agreement or similar arrangement for adjustment of debts; consent to or fail to contest in a timely and appropriate manner any petition filed against it in an involuntary case under such bankruptcy laws or other laws; apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of a substantial part of its property, domestic or foreign; generally become unable to pay its debts or trade obligations as they become due; make a general assignment for the benefit of creditors; or take any corporate action for the purpose of authorizing any of the foregoing; or

(x) a case or other proceeding shall be commenced against CUSTOMER, in any court of competent jurisdiction seeking relief under the Bankruptcy Code or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts, the appointment of a trustee, receiver, custodian, liquidator or the like of CUSTOMER, or of all or any substantial part of the assets, domestic or foreign, of CUSTOMER, and such case or proceeding shall continue undismissed or unstayed for a period of sixty (60) consecutive days, or an order granting the relief requested in such case or proceeding against CUSTOMER (including, but not limited to, an order for relief under the Bankruptcy Code) shall be entered; or

(xi) the independent certified accountants retained by CUSTOMER shall refuse to deliver an unqualified opinion with respect to the annual financial statements of CUSTOMER and its consolidated subsidiaries;

then, upon the occurrence of (1) an Event of Default specified in subparagraphs (iv), (vi), (ix) or (x) above, SERVICERS may consider this Bankcard Addendum to be terminated immediately, without notice, and all amounts payable hereunder by CUSTOMER to SERVICERS shall be immediately due and payable in full without demand or other notice of any kind, all of which are expressly waived by CUSTOMER, and (2) any other Event of Default, this Bankcard Addendum may be terminated by SERVICERS by giving not less than ten (10) days' notice to CUSTOMER, and upon such notice all amounts payable hereunder by CUSTOMER to SERVICERS shall be due and payable on demand.

If any of the following events shall occur (each an "Event of Default"):

(i) a material adverse change in the business, financial condition, business procedures, products or services of SERVICERS; or

(ii) any assignment or transfer of voting control of SERVICERS or its parent; or

(iii) a sale of all or a substantial portion of SERICERS' assets; or

(iv) any representation, warranty or covenant of SERVICERS in this Bankcard Addendum is breached in any material respect or was or is incorrect in any material respect when made or deemed to be made; or

(v) SERVICERS shall default in any material respect in the performance or observance of any term, covenant, condition or agreement contained in this Bankcard Addendum;

(vi) SERVICERS shall: commence a voluntary case under the Bankruptcy Code; file a petition seeking to take advantage of any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or entry into a composition agreement or similar arrangement for adjustment of debts; consent to or fail to contest in a timely and appropriate manner any petition filed against it in an involuntary case under such bankruptcy laws or other laws; apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of a substantial part of its property, domestic or foreign; generally become unable to pay its debts or trade obligations as they become due; make a general assignment for the benefit of creditors; or take any corporate action for the purpose of authorizing any of the foregoing; or

(x) a case or other proceeding shall be commenced against SERVICERS, in any court of competent jurisdiction seeking relief under the Bankruptcy Code or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts, the appointment of a trustee, receiver, custodian, liquidator or the like of SERVICERS, or of all or any substantial part of the assets, domestic or foreign, of SERVICERS, and such case or proceeding shall continue undismissed or unstayed for a period of sixty (60) consecutive days, or an order granting the relief requested in such case or proceeding against SERVICERS (including, but not limited to, an order for relief under the Bankruptcy Code) shall be entered; or

then, upon the occurrence of (1) an Event of Default specified in subparagraphs (v), (ix) or (x) above, CUSTOMER may consider this Bankcard Addendum to be terminated immediately, without notice, and all amounts payable hereunder by SERVICERS to CUSTOMER shall be immediately due and payable in full without demand or other notice of any kind, all of which are expressly waived by SERVICERS, and (2) any other Event of Default, this Bankcard Addendum may be terminated by CUSTOMER by giving not less than ten (10) days' notice to SERVICERS, and upon such notice all amounts payable hereunder by SERVICERS to CUSTOMER shall be due and payable on demand.

22.4 Neither the expiration nor termination of this Bankcard Addendum shall terminate the obligations and rights of the parties pursuant to provisions of this Bankcard Addendum which by their terms are intended to survive or be perpetual or irrevocable and such provisions shall survive the expiration or termination of this Bankcard Addendum.

22.5 If any Event of Default shall have occurred and be continuing, SERVICERS may, in their sole discretion, exercise all of their rights and remedies under Applicable Law, including, without limitation, exercising their rights under Section 23.

22.6 This Bankcard Addendum also may be terminated by SERVICERS prior to the then-current expiration date upon at least 90 days' advance written notice, if CUSTOMER's Card transactions fail to conform to the volume or average transaction size representations as set forth in the Supplements.

22.7 This Bankcard Addendum also may be terminated by SERVICERS without notice or penalty, if in their sole discretion, such termination is necessary for SERVICERS to comply with their obligations under any Applicable Law, rule or regulation including, but not limited to, the Office of Foreign Assets Control ("OFAC") Regulations and Card Organization Rules. SERVICERS' termination of this Bankcard Addendum pursuant to this Subsection 22.7 shall not be deemed a breach of contract by SERVICERS.

22.8 If this Bankcard Addendum is terminated for cause, CUSTOMER acknowledges that SERVICERS may be required to report CUSTOMER's business name and the names and other identification of its principals to the terminated merchant files maintained by the Card Organizations. CUSTOMER expressly agrees and consents to such reporting in the event CUSTOMER is terminated as a result of the occurrence of an Event of Default or for any reason specified as cause by a Card Organization. Furthermore, CUSTOMER agrees to waive and hold SERVICERS harmless from and against, any and all claims which CUSTOMER may have as a result of such reporting.

22.9 In addition to the provisions of the MSA that survive termination, the terms and provisions governing CUSTOMER's obligations and liabilities and SERVICERS' rights regarding the following matters will survive termination until all these matters are resolved or settled and all amounts owed to SERVICERS regarding these matters are fully paid: (i) processing and settlement of Card transactions, Sales Drafts and Credit Drafts, (ii) adjustments, (iii) all amounts due SERVICERS under this Bankcard Addendum, (iv) the resolution of any Chargebacks, disputes or other issues involving Card transactions, (v) Compromised Data Events and (vi) all SERVICERS' rights regarding CUSTOMER's breach of any of its agreements, representations, warranties, covenants or other obligations under this Bankcard Addendum. In addition to the above and any terms and provisions which by their terms or nature survive termination, the terms and provisions of Sections 9, 14 through 21, inclusive, 23 through 27, inclusive, Subsection 22.7 and this Subsection 22.9 shall survive any termination of this Bankcard Addendum. Upon termination of this Bankcard Addendum, CUSTOMER agrees to immediately send SERVICERS all the data relating to Card transactions made up to the date of termination.

22.10 After termination of this Bankcard Addendum for any reason whatsoever, CUSTOMER shall continue to bear total responsibility for all Chargebacks, fees, credits and adjustments resulting from Card transactions processed pursuant to this Bankcard Addendum and all other amounts then due or which thereafter may become due to SERVICERS under this Bankcard Addendum or which may be due to SERVICERS before or after such termination to either SERVICERS or any of SERVICERS' respective Affiliates for any related equipment or related services.

23. **Reserve Account; Security Interest.**

23.1 CUSTOMER expressly authorizes SERVICERS to establish a Reserve Account pursuant to the terms and conditions set forth in this Section 23. The initial amount of such Reserve Account shall be set by SERVICERS, in their sole discretion, based upon CUSTOMER processing history and the anticipated risk of loss to SERVICERS.

23.2 The Reserve Account shall be fully funded upon three days' notice to CUSTOMER, or in instances of fraud or an Event of Default, Reserve Account funding may be immediate. Such Reserve Account may be funded by all or any combination of the following: (i) one or more debits to CUSTOMER's Settlement Account or any other accounts held by BANK or any of its Affiliates; (ii) one or more deductions or off sets to any payments otherwise due to CUSTOMER; (iii) CUSTOMER's delivery to SERVICERS of a letter of credit; or (iv) if SERVICERS so agree, CUSTOMER's pledge to SERVICERS of a freely transferable and negotiable certificate of deposit. Any such letter of credit or certificate of deposit shall be issued or established by a financial institution acceptable to SERVICERS and shall be in a form satisfactory to SERVICERS. In the event of termination of this Bankcard Addendum by either CUSTOMER or SERVICERS, an immediate Reserve Account may be established without notice in the manner provided above.. Any Reserve Account will be held by BANK for the greater of ten months after termination of this Bankcard Addendum or for such longer period of time as is consistent with BANK's liability for Card transactions in accordance with Card Organization Rules. CUSTOMER's funds held in a reserve account may be held in a commingled Reserve Account for the reserve funds of BANK's customers, without involvement by an independent escrow agent. SERVICERS will hold funds pursuant to this Section 23 in master account(s) with your funds allocated to separate sub accounts.

23.3 If CUSTOMER's funds in the Reserve Account are not sufficient to cover the Chargebacks, adjustments, fees and other charges due from CUSTOMER, or if the funds in the Reserve Account have been released, CUSTOMER agrees to promptly pay SERVICERS such sums upon request. In the event of a failure by CUSTOMER to fund the Reserve Account, SERVICERS may fund such Reserve Account in the manner set forth in Subsection 23.2 above.

23.4 To secure CUSTOMER's performance of CUSTOMER's obligations under this Bankcard Addendum, and any other agreement for the provision of related equipment or related service CUSTOMER grants SERVICERS security interests in each transaction and its proceeds, the Settlement Account, the Reserve Account and any other depository, reserve or bank account held by CUSTOMER with SERVICERS, the Settlement Account at any other financial institution, whether now existing or established in the future, and in the balances and proceeds of all those accounts, any funds due CUSTOMER from SERVICERS and any of CUSTOMER's property held by SERVICERS and SERVICERS' respective Affiliates. SERVICERS may enforce these security interests without notice or demand to the extent permitted by the Card Organization Rules and Applicable Law. The security interests granted under this Bankcard Addendum will survive the termination of this Bankcard Addendum until all CUSTOMER's obligations are irrevocably paid and performed in full. In addition, CUSTOMER's assent to the terms of this Bankcard Addendum will be considered CUSTOMER's agreement to obtain and execute an appropriate control agreement, pursuant to Article 9 of the Uniform Commercial Code, among CUSTOMER, SERVICERS and any other financial institution, under which agreement SERVICERS, CUSTOMER and that other financial institution agree to the disposition of funds in the Settlement Account, the Reserve Account or any other account or property subject to the security interest in this Bankcard Addendum without further consent by CUSTOMER, provided that such agreement will not obligate CUSTOMER to pay additional fees to SERVICERS. In addition to any rights now or hereafter granted under Applicable Law and not by way of limitation of any such rights, SERVICERS are hereby authorized by CUSTOMER at any time and from time to time, without notice or demand to CUSTOMER or to any other Person (any such notice and demand being hereby expressly waived), to set off, recoup and to appropriate and to apply any and all such funds against and on account of CUSTOMER's obligations to SERVICERS and their respective Affiliates under this Bankcard Addendum and any other agreement with SERVICERS or any of SERVICERS' respective Affiliates for any related equipment or related services (including any check guarantee and check verification services), whether such obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured.

24 **Indemnification.** In addition to the indemnity obligations set forth in Section 4 of the MSA, subject to the limitations and immunities provided by NRS Chapter 41, CUSTOMER agrees to indemnify and hold harmless SERVICERS from and against all losses, liabilities, damages and expenses resulting from any breach of any representation, warranty, covenant, provision of this Bankcard Addendum or any misrepresentation by CUSTOMER under this Bankcard Addendum, or arising out of any

gross negligence or willful misconduct of CUSTOMER, its employees, or agents in connection with CUSTOMER's Card transactions or otherwise arising from CUSTOMER's provision of goods and services to Cardholders.

25. **Liquidated Damages.**

25.1 The parties further agree and acknowledge that, in addition to any remedies contained herein or otherwise available under Applicable Law and, notwithstanding anything to the contrary elsewhere in this Bankcard Addendum, if (i) CUSTOMER breaches this Bankcard Addendum by improperly terminating it prior to the expiration of the applicable term of the Bankcard Addendum, or (ii) this Bankcard Addendum is terminated prior to the expiration of the applicable term of the Bankcard Addendum in accordance with, and due to, an Event of Default by CUSTOMER specified in Subsection 22.3, then SERVICERS will suffer a substantial injury that is difficult or impossible to accurately estimate. Accordingly, in an effort to liquidate in advance the sum that should represent the damages which would actually be sustained by SERVICERS as the result of such a termination, the parties have agreed that the amount calculated in the manner specified below is a reasonable pre-estimate of SERVICERS' probable loss, which shall be paid to SERVICERS as liquidated damages in the event of any such termination. Any recovery pursuant to this Section 25 shall in no way limit SERVICERS' right to receive any payments due from CUSTOMER pursuant to Section 14. Such liquidated damages shall be paid to SERVICERS within 15 days after CUSTOMER's receipt of SERVICERS' calculation of the amount due. The liquidated damages amount shall equal 80% of the product of (a) the average net monthly fees, as determined in accordance with Subsection 25.2, and (b) the number of months, including any pro rata portion of a month, then remaining in the initial term or any renewal term, as applicable.

25.2 The average net monthly fees shall equal one-twelfth of the gross fees payable pursuant to the Supplements, less applicable interchange fees and assessments due pursuant to this Bankcard Addendum, during the 12 months immediately preceding the date on which (i) SERVICERS receive notice from CUSTOMER of its intention to terminate this Bankcard Addendum early, or (ii) SERVICERS learn of CUSTOMER's early termination in violation of this Bankcard Addendum, or (iii) this Bankcard Addendum is terminated early pursuant to subsection 22.3 (whichever produces the higher amount); provided, however, if the Bankcard Addendum has been in place less than 12 months, the estimated average net monthly fees shall equal the aggregate gross fees paid hereunder by CUSTOMER, divided by the number of months the Bankcard Addendum was effective.

25.3 Liquidated Damages as defined herein shall not apply to any automatic renewal period.

26. **Information Security.**

26.1 Data Protection. CUSTOMER must, and must ensure that Merchant Providers, have proper security measures in place for the protection of Cardholder data, and comply with the Data Security Standards adopted by the PCI Security Standards Council, LLC.(as amended, the "**PCI DSS**"), which may be reflected in the Visa Cardholder Information Security Program ("**CISP**"), the MasterCard Site Data Protection Program ("**SDP**") and Discover Network's Information and Security Compliance ("**DISC**"), in addition to all other Card Organization Rules, now or in the future. Additional information regarding the CISP, SDP programs and DISC is available at the Visa web site, www.visa.com/cisp, the MasterCard web site, www.mastercard.com/banksdp/, Discover Network's web site, www.DiscoverNetwork.com/fraudsecurity/disc.html, and at the PCI DSS web site: http://www.PCISecurityStandards.Org, as those links may be updated by such parties, respectively, from time to time. In addition, when available, CUSTOMER must use only services and Merchant Equipment that have been certified as PCI DSS compliant by the Card Organizations. CUSTOMER must have written agreements with Merchant Providers requiring such compliance. CUSTOMER is responsible for demonstrating CUSTOMER's and Merchant Providers' compliance with the CISP, SDP, DISC, and PCI DSS programs and providing SERVICERS or SERVICERS' designee with reasonable access to CUSTOMER's Locations and facilities, and ensuring that Merchant Providers provide reasonable access to their facilities, to verify CUSTOMER's and Merchant Providers' ability to prevent security violations.

26.2 Controls. CUSTOMER must, and must ensure that all Merchant Providers, have, maintain, and use at all times proper controls as specified in the Card Organization Rules and Applicable Law for secure storage of, limited access to, and rendering unreadable prior to discarding, all records containing Cardholder data, Card imprints and Cardholder signatures. CUSTOMER must not retain or store magnetic stripe or PIN data after a transaction has been authorized. If CUSTOMER stores any electronically captured Cardholder signature, CUSTOMER may reproduce such signature only upon SERVICERS' request.

26.3 Costs. In addition to CUSTOMER's obligations as set forth in Section 4 of the MSA and Sections 14 and 24 of this Bankcard Addendum, if CUSTOMER or a Merchant Provider (or other Person used by CUSTOMER) is determined by any Card Organization, regardless of any forensic analysis or report, to be the likely source of any loss, disclosure, theft or compromise of Cardholder data or Card transaction information (together, "**Compromised Data Event**") and regardless of CUSTOMER's belief that CUSTOMER has complied with the Card Organization Rules and Applicable Law or any other security precautions and is not responsible for the Compromised Data Event, CUSTOMER must promptly pay SERVICERS for all related expenses, claims, assessments, fines, losses, costs, and penalties and Issuer reimbursements imposed by the Card Organizations against SERVICERS (together, "**Data Compromise Losses**").

26.4 Issuer Costs. In addition to CUSTOMER's obligations in Section 4 of the MSA and Sections 14 and 24 and Subsection 26.3 of this Bankcard Addendum, CUSTOMER must pay SERVICERS promptly for all expenses and claims made by Issuers against SERVICERS alleging CUSTOMER's responsibility for the loss, disclosure, theft or compromise of Cardholder data or transaction data, apart from any claim procedures administered by the Card Organizations.

26.5 Compromised Data Event Appeals. If SERVICERS are allowed under the Card Organization Rules to contest or appeal any claim of an Issuer, or any amount assessed by a Card Organization against SERVICERS, which CUSTOMER is obligated to pay under this Section 26, CUSTOMER will be given the opportunity to advise whether CUSTOMER wishes SERVICERS to contest or appeal the claim, assessment, penalty or fine. The decision to contest or appeal will be in SERVICERS' reasonable discretion, and if CUSTOMER asks SERVICERS to contest or appeal, all related costs will be paid by CUSTOMER. Any amount returned to SERVICERS as a result of the contest or appeal will be promptly refunded to CUSTOMER.

26.6 Notice of Data Breach. CUSTOMER will (i) immediately notify SERVICERS of any suspected, alleged or confirmed Compromised Data Event, regardless of the source, including any from any Merchant Provider, and (ii) engage, at CUSTOMER's expense, a certified forensic vendor acceptable to SERVICERS and the Card Organizations no later than the time required by a Card Organization, which may be no longer than 24 hours following CUSTOMER's suspected or actual discovery of that Compromised Data Event. If required by a Card Organization, SERVICERS will engage a forensic vendor approved by a Card Organization at CUSTOMER's expense. CUSTOMER must cooperate with the forensic vendor so that it may immediately conduct an examination of Merchant Equipment, Merchant Systems, and CUSTOMER's and Merchant Providers' procedures and records and issue a written report of its findings. CUSTOMER agrees that upon CUSTOMER's suspected or actual discovery of a Compromised Data Event, CUSTOMER will not alter or destroy any related records. CUSTOMER agrees to maintain complete and accurate documentation regarding any modifications made to the records. CUSTOMER will share with SERVICERS information related to CUSTOMER's or any Card Organization's investigation related to any actual or suspected Compromised Data Event (including, but not limited to, forensic reports and systems audits), and SERVICERS may share that information with Card Organizations.

26.7 System Scans. Upon notice to CUSTOMER, SERVICERS or SERVICERS' respective representatives may conduct remote electronic scans of Merchant Systems, similar to those conducted under the PCI DSS, to confirm compliance with the requirements of the PCI DSS and similar requirements of the Card Organizations. CUSTOMER must promptly cooperate with SERVICERS to facilitate the scans.

26.8 SERVICER Requirements. SERVICERS must comply with all applicable Card Organization Rules, including without limitation, those related to PCI DSS. SERVICERS may in their sole discretion, suspend or terminate Services under this Bankcard Addendum for any Compromised Data Event.

27. **Notices**

The notice address for BAMS shall be as set forth in Section 16 of the MSA; the notice address for BANK shall be: 1231 Durrett Lane, Louisville, KY 40213, Attention: Operations Manager, with a copy to BANK's Legal Department-Merchant Services Group, at Bank of America, N.A., Bank of America Plaza, 101 South Tryon Street, Mail Code: NC1-002-29-01, Charlotte, North Carolina, 28255-0001; Facsimile: 704-719-5308.

28. **Card Organization Disclosure**

Member Bank Information: Bank of America, NA

The BANK's mailing address is 1231 Durrett Lane, Louisville, KY 40213
and its phone number is 800-430-7161.

Important Member Bank Responsibilities

(a) The BANK is the only entity approved to extend acceptance of Visa and MasterCard products directly to a Merchant
(b) The BANK must be a principal (signer) to this Bankcard Addendum.
(c) The BANK is responsible for educating Merchants on pertinent Card Organization Rules with which Merchants must comply; but this information may be provided to CUSTOMER by BANK.
(d) The BANK is responsible for and must provide settlement funds to the CUSTOMER in accordance with the terms of this Bankcard Addendum.
(e) The BANK is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities

(a) Ensure compliance with Cardholder data security and storage requirements.
(b) Maintain fraud and Chargebacks below Card Organization thresholds.
(c) Review and understand the terms of the Bankcard Addendum.
(d) Comply with Card Organization Rules.

The parties hereto have caused this Bankcard Addendum to be executed by their duly authorized officers. **THIS BANKCARD ADDENDUM IS NOT BINDING UPON SERVICERS UNTIL SIGNED BY SERVICERS.**

CITY OF LAS VEGAS
("CUSTOMER")

By:____________________

Name: Mark Vincent
(Please Print or Type)

Title: Chief Financial Officer

Date:____________________

BANK OF AMERICA, N.A.
("BANK")

By: BANC OF AMERICA MERCHANT SERVICES, LLC, PURSUANT TO A LIMITED POWER OF ATTORNEY

Name:____________________
(Please Print or Type)

Title:____________________

Date:____________________

BANC OF AMERICA MERCHANT SERVICES, LLC
("BAMS")

By:____________________

Name:____________________
(Please Print or Type)

Title:____________________

Date:____________________

ANNEX 1

The following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"**Acquirer**" means Bank, in the case of MasterCard, Visa and certain debit Card transactions, and Processor, in the case of Discover Network Card transactions.

"**Affiliate**" means a Person that, directly or indirectly, (i) owns or controls a party to this Bankcard Addendum or (ii) is under common ownership or control with a party to this Bankcard Addendum.

"**Agreement**" means, collectively, the MSA, this Bankcard Addendum (including the Supplements) and the Operating Guide, as each may be amended from time to time.

"**Applicable Law**" means all federal, state and local statutes, ordinances, laws, regulations and executive, administrative and judicial orders applicable to this Bankcard Addendum, the transactions or other matters contemplated under this Bankcard Addendum (including, without limitation, the rules and regulations promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury), and all amendments thereto; and with respect to Bank, also guidance by its financial institution regulators.

"**Authorization**" means an approval by, or on behalf of, the Issuer to validate a Card transaction. An Authorization indicates only the availability of the Cardholder's credit limit or funds at the time the Authorization is requested.

"**BAMS Software**" means Software licensed to CUSTOMER by BAMS, including any third party Software BAMS sublicensed to CUSTOMER.

"**BAMS Systems**" means any and all Card-related information reporting, operating and processing systems used by BAMS or Persons on BAMS' behalf, including, without limitation, hardware, BAMS Software, related documentation, technical formats and specifications, technical and business information related to inventions, present and future products and product lines, intellectual property, know-how, and any other information that is identified as BAMS' systems, whether owned by BAMS or Persons used by BAMS.

"**Bankruptcy Code**" means title 11 of the United States Code, as amended from time to time.

"**Billable Transactions**" include: purchases, returns, declines, reversals, Terminal balancing totals and authorizations.

"**Business Day**" means a day (other than Saturday or Sunday) on which SERVICERS are generally open for business.

"**Card**" - See either Credit Card or Debit Card.

"**Cardholder**" means a Person whose name is embossed on the Card and any authorized user of such Card.

"**Card Organization**" means any entity formed to administer and promote Cards, including Visa U.S.A., Inc. ("Visa"), MasterCard International Incorporated ("MasterCard") and DFS Services LLC ("Discover Network"), and any applicable Debit Networks

"**Card Organization Rules**" means the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Organization and related authorities, including without limitation, those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association (including, with respect to EBT, the Quest Operating Rules and with respect to PIN debit Cards, the rules, regulations, policies and procedures of the applicable Debit Network).

"**Chargeback**" means a Card transaction (or disputed portion thereof) that is returned to SERVICERS by the Issuer, the liability of which is the CUSTOMER's responsibility.

"**Credit Card**" means a valid device bearing Organization the Mark of Visa, MasterCard or Discover Network and authorizing the Cardholder to buy goods or services on credit and, to the extent the Supplements so provide, a valid device authorizing the Cardholder to buy goods or services on credit and issued by any other Card Organization specified on such Supplements.

"**Credit Draft**" means a document evidencing the return of merchandise by a Cardholder to CUSTOMER, or other refund or price adjustment made by the CUSTOMER to the Cardholder, whether electronic, paper or some other form, all of which must conform to Card Organization Rules and Applicable Law.

"**Debit Card**" - See either PIN Debit Card or Non-PIN Debit Card.

"**Debit Network**" means the telecommunications and processing system of a shared electronic funds transfer network.

"**Discount Rate**" means a percentage rate and/or amount charged a merchant for processing its qualifying daily Credit Card and Non-PIN Debit Card transactions, as further described in Subsection 14.1 of this Bankcard Addendum and in the Fee Schedule. Transactions that fail to meet applicable interchange requirements will be charged additional amounts as set forth in Subsection 14.1 of this Bankcard Addendum and the Fee Schedule.

"**Electronic Benefits Transfer**" ("EBT") means the electronic transfer of government benefit funds to individuals through the use of Card technology with point of sale terminals, as further described in the applicable Addenda.

"**EBT Network**" means a shared electronic funds transfer network that is used by its members to assist government agencies in the distribution of benefits to eligible Recipients, whether such benefits are for the delivery of services or the transfer of funds or information.

"**Electronic Commerce Transaction**" ("ECT") means a Card transaction that occurs on the Internet, as further described in Section 7.

"**Fee Schedule**" means the fee schedules provided with this Bankcard Addendum, including, without limitation, Schedule A and any attachments thereto, and all additions or changes SERVICERS make to them, whether contained in updated versions or in separate communications.

"**Issuer**" means the Card Organization or its financial institution member that has provided a Card presented to CUSTOMER by a Cardholder for a Card transaction.

"**Location**" means a physical location, internet address, division, processing method or business activity for which (i) CUSTOMER has requested and SERVICERS have approved the assignment of a unique merchant account number or (ii) SERVICERS have otherwise determined a unique merchant account number is required and have assigned it.

"**Merchant Equipment**" means any and all equipment CUSTOMER uses in connection with Card authorization, clearing, completing, settling, transmitting or other related processing, including, without limitation, all telecommunication lines and wireless connections and Software (excluding BAMS Software), Purchased Equipment and Merchant Systems, point-of-sale terminals, card readers, merchandise and card scanners, printers, PIN pad devices and other hardware, whether owned by CUSTOMER, Merchant Providers or other Persons used by CUSTOMER.

"**Merchant Provider**" means any Person engaged by CUSTOMER to provide services to CUSTOMER involving or relating to (i) access to Cardholder data, transaction data or information related to either Cardholder data or transaction data or (ii) PIN encryption, including without limitation, Encryption Service Organizations (ESOs).

"**Merchant Systems**" means any and all Card acceptance and processing systems used by CUSTOMER (except BAMS Systems), including, without limitation, Software (except BAMS Software), related documentation, technical formats and specifications, technical and business information related to inventions and present and future products and product lines, intellectual property, know-how, and any other information that is identified as CUSTOMER's systems, whether owned by CUSTOMER or Merchant Providers or other Persons used by CUSTOMER.

"**Non-PIN Debit Card**" means a device with a Visa, MasterCard or Discover Network Mark that is tied to a Cardholder's bank account or a prepaid account and which is processed without the use of a PIN.

"**Operating Guide**" means the then-current manual prepared by SERVICERS, containing operational procedures, instructions and other directives relating to Card transactions, as amended from time to time.

"**Person**" means a third party individual or entity, other than the CUSTOMER, BAMS or Bank.

"**PIN**" means the Personal Identification Number used by a Cardholder to complete a PIN debit Card transaction.

"**PIN Debit Card**" means a device bearing the Marks of ATM networks (such as NYCE or Star) used at a Location by means of a Cardholder-entered PIN in the merchant PIN Pad.

"**Pre-Authorized Order**" means any Card transaction permitted by this Bankcard Addendum for which a Cardholder provides CUSTOMER advance permission to charge the Cardholder's Card for recurring sales, delayed delivery orders or other preauthorized orders.

"**Purchased Equipment**" means any and all Merchant Equipment sold to CUSTOMER by BAMS (or its applicable Affiliate) pursuant to this Bankcard Addendum or any Supplement.

"**Reserve Account**" means an account established and funded at SERVICERS' request or on CUSTOMER's behalf, pursuant to Section 23 of this Bankcard Addendum.

"**Sales Draft**" Evidence of a purchase, rental or lease of goods or services by a Cardholder from, and other payments to, Client using a Card, including preauthorized orders and recurring transactions (unless the context requires otherwise); regardless of whether the form of such evidence is in paper or electronic form or otherwise, all of which must conform to Card Organization Rules and applicable law.

"**Settlement Account**" means an account or accounts at a financial institution designated by CUSTOMER as the account to be debited and credited by SERVICERS for Card transactions, fees, Chargebacks and other amounts due hereunder or in connection herewith (e.g., fines, penalties, attorneys' fees, etc.).

"**Software**" means any and all software, computer programs, related documentation, technology, knowhow and processes embodied in or provided in connection with Card authorization, clearing, completing, settling, transmitting or other related processing, whether equipment, PC, server or Internet based.

"**Terminal**" means a device placed in a Location which is connected to the BAMS Systems via telephone lines and is designed to authorize, record and transmit settlement data by electronic means for all sales Card transactions.

Schedule A to Merchant Services Bankcard Addendum
Fee Schedule

Capitalized terms not defined above are defined in the Merchant Services Bankcard Addendum ("**Bankcard Addendum**") to which this Schedule A is attached.

1. **Bankcard Fees (per transaction):** $0.11

(a) The Bankcard Service Fee of $0.11 per Visa and/or MasterCard transaction. Sales plus Interchange and Assessments will be charged daily and is based on:

(i) An average ticket of $85.00 and
(ii) An annual bankcard volume of $30,000,000; and
(iii) Each of CUSTOMER's transactions qualifying for Visa CPS Retail and MasterCard Domestic Merit III interchange levels. If any of CUSTOMER's MasterCard and Visa transactions qualify for different interchange levels than those stated above, CUSTOMER will be charged the rate for that interchange level, which will appear separately on the merchant account statement, plus the difference between that rate and the interchange rate for which the transaction actually qualifies (the "Non-Qualified Interchange Fee", also referred to as the "Non-Qualified Interchange Rate"), according to the Non-Qualified Rate Schedule, plus the Non-Qualified Surcharge; the Non-Qualified Interchange Fee and the Non-Qualified Surcharge will appear in the form of one entry as "Billback" and may include additional information.

(b) The qualifying criteria set forth in Attachment I annexed hereto may be changed from time to time as mandated by the Associations.

(c) Each contract year of the term of this MSA, CUSTOMER shall be responsible for maintaining a minimum transaction volume of 300,000 bankcard transactions per year (the "Minimum"). All transactions performed under this MSA shall be aggregated towards attainment of the Minimum. In the event, during any contract year, CUSTOMER's actual aggregate transaction volume is insufficient to meet the Minimum, SERVICERS shall bill and CUSTOMER hereby agrees to pay, the applicable transaction fee, multiplied by the Shortfall. For the purposes of this Section, "Shortfall" shall mean "the difference between CUSTOMER's actual annual aggregate transaction volume and the Minimum. The Minimum shall only include Billable Transactions. Billable Transactions include: purchases, returns, declines, reversals, Terminal balancing totals and authorizations.

2. **Discover Network Processed Cards Fees:**

Interchange Plus:

Discover Network Credit Transaction Fee	**(170)**	**$0.11 (IP)**
Discover Network Debit Transaction Fee	**(964)**	**$0.11 (IP)**

3. **Additional Services Fees (per item):**

APPLICATION FEE	$0.00
MONTHLY SERVICE FEE - Per Outlet	$0.00
MONTHLY PAPER STMT FEE - Per Outlet	$0.00
MONTHLY MINIMUM FEE - Per Outlet	$0.00
CHARGEBACK FEE- Per Chargeback	$15.00
BATCH SETTLEMENT FEE	$0.00
VOICE AUTHORIZATION FEE- Per Auth	$0.50
REPROGRAM FEE- Per Outlet	$0.00
DEBIT SETUP FEE - Merchant owned pin pad	$0.00
DEBIT SETUP FEE - Sold pinpad	$0.00
AVS TRANSACTIONS	$0.00
NON QUALIFIED SURCHARGE FEE (BILLBACK) - enter as %	0.00%
INTERNET SET-UP FEE	$0.00
ANNUAL COMPLIANCE FEE	$0.00

4. **Equipment Costs:**

Hypercom T7+ (Dial)	
Terminal Rental Hypercom T7+	$17.25 + tax/month, per unit (minimum 6 month rental)
Terminal Purchase Hypercom T7+	$282.00 + tax, per unit
PIN Pad Rental Hypercom S9	$24.00 + tax/month, per unit (minimum 6 month rental)
PIN Pad Purchase Hypercom S9	$175.00 + tax, per unit
Verifone Vx570 (Dial and IP)	
Terminal Rental Verifone Vx570	$33.00 + tax/month, per unit (minimum 6 month rental)
Terminal Purchase Verifone Vx570	$458.75 + tax, per unit
PIN Pad Rental Verifone 1000SE	$23.00 + tax/month, per unit (minimum 6 month rental)
PIN Pad Purchase Verifone 1000SE	$150.00 + tax, per unit

5. **Card Organization Pass Through Fees:**

In addition to the interchange rates, SERVICERS may pass through to CUSTOMER any fees assessed to SERVICERS by the Card Organizations, including but not limited to, new fees, fines, penalties and assessment imposed by the Card Organizations. These pass through fees include the following:

VISA FEES: The following fees result from charges assessed to SERVICERS from Visa and are subject to increases, decreases and additional new fees imposed by Visa.

VISA ASSESSMENT. 0.0925% of the total dollar amount of all Sales Drafts. Paid by CUSTOMER daily.

VISA KILOBYTE FEE: $0.0025 per kilobyte.

VISA MDEX Access Charge $2,000, $5,000, $8,000 per month/per connection as determined by Visa.

VISA ZERO DOLLAR VERIFICATION FEE: $0.025 assessed on ALL Account Verification messages submitted for $0.00, including both approved and declined, AVS, and SMS account verification messages. Paid by CUSTOMER monthly

VISA ZERO FLOOR LIMIT FEE: $0.10 assessed on all clearing transactions when the Transaction ID on the Authorization does not match the Transaction ID on the Clearing. Fee also applies when Transaction ID is missing altogether. Paid by CUSTOMER monthly.

VISA NETWORK ACQUIRER PROCESSING FEE (NAPF) $0.0195 assessed on all Visa authorizations, including POS Check, to merchants not using Visa's Merchant Direct Exchange (MDEX). Merchants using MDEX shall be assessed $0.0145, shown as an increase to the variable V.I.P. Access Fee. The NAPF fee will not apply to Account Verification messages, pre-authorization requests, Interlink/PLUS PIN Debit, adjustment messages, authorization reversals, and other administrative messages. Paid by CUSTOMER monthly.

VISA AUTHORIZATION SYSTEM MISUSE FEE (MISUSE) $0.045 per authorization that is not followed by a matching Visa clearing (or is not properly reversed in the case of a cancelled/voided transaction) as shown by a matching transaction ID.

VISA INTERNATIONAL SERVICE ASSESEMENT FEES (FOR PURCHASE TRANSACTIONS): 0.40% of the source amount on U.S. Acquired Original Purchase transactions when the Issuer Country is different from the Merchant Country. Paid by CUSTOMER daily.

VISA INTERNATIONAL SERVICE ASSESMENT FEES (FOR CASH ADVANCE TRANSACTIONS): 0.40% of the source amount on U.S. Acquired Cash Disbursement transactions when the Issuer Country is different from the Merchant Country. Paid by CUSTOMER daily.

U.S. VISA INTERNATIONAL ACQUIRER FEE (IAF) 0.45% per transaction conducted at U.S. merchant locations with a non-U.S. issued card; or 0.90% for the same, applicable to high-risk merchants in MCCs 5962 (Direct Marketing – Travel-Related Arrangement Services), 5966 (Direct Marketing – Outbound Telemarketing Merchants), and 5967 (Direct Marketing – Inbound Telemarketing Merchants).

LATIN AMERICA CARIBBEAN (LAC) VISA INTERNATIONAL ACQUIRER FEE 0.50% per transaction conducted at LAC merchant locations with a card issued outside merchant country.

ASIA PACIFIC (AP) VISA INTERNATIONAL ACQUIRER FEE 0.60% per transaction conducted at AP merchant locations with a card issued outside merchant country.

VISA PARTIAL AUTHORIZATION NON PARTICIPATION FEE (PANPF) FOR AFD MERCHANTS $0.01 per authorization for Merchants in MCC 5542 (Automated Fuel Dispensers) who are required to support partial authorizations. PANPF is imposed on AFD transactions that do not support partial authorization. This fee was initially effective in April 2008 but was then delayed to allow merchants time to become compliant.

MASTERCARD FEES: The following fees result from charges assessed to SERVICERS from MasterCard and are subject to increases, decreases and additional new fees imposed by MasterCard.

MASTERCARD GATEWAY ACCESS FEE. $0.0025 per MasterCard authorization processed through Visanet. Paid by CUSTOMER monthly.

MASTERCARD ASSESSMENT. 0.095% of the total dollar amount of all Sales Drafts. Paid by CUSTOMER daily.

MASTERCARD KILOBYTE FEE. $0.0035 per Kilobyte.

MASTERCARD CROSS BORDER FEE (US). 0.40% of the total dollar amount of a transaction that is completed at a U.S. merchant location with a non U.S. or a non U.S. Territory issued card. Paid by CUSTOMER daily.

MASTERCARD CROSS BORDER FEE (Asia/Pacific). 0.40% of the total dollar amount of a transaction that is completed in the Asia/Pacific merchant location with a non Asia/Pacific issued card. Paid by CUSTOMER daily.

MASTERCARD CROSS BORDER FEE (Latin America/Caribbean). 0.40% of the total dollar amount of a transaction that is completed in the Latin American/Caribbean merchant location with a non Latin American/Caribbean issued card. Paid by CUSTOMER daily.

MASTERCARD CROSS BORDER FEE (Canada). 0.40% of the total dollar amount of a transaction that is completed at a Canadian merchant location with a non Canadian issued card. Paid by CUSTOMER daily.

Any combination of merchant location and issuer in USA, Puerto Rico, Virgin Islands, Guam, Marshall Islands and Northern Marianna Islands will be exempt from the Cross Border fee. Transaction on a MasterCard branded credit or debit card processed through MasterCard's clearing system in which the cardholder country code differs from the country code of the merchant; applicable to sale/purchase transactions, chargeback re-presentment and reversal transactions.

MASTERCARD ADJUSTED/NON-ADJUSTED FEE. $0.01 on downgraded MasterCard items. Paid by CUSTOMER monthly.

MASTERCARD AQUIRER PROGRAM SUPPORT FEE. $ 0.55% will be charged on all U.S. Region Acquired transactions for Cards issued outside the U.S. Region. Paid by CUSTOMER daily.

MASTERCARD NETWORK ACCESS AND BRAND USAGE (NABU) FEE. $0.0185 per domestic acquired financial detail record. Paid by CUSTOMER daily.

MASTERCARD MIP CONNECTION. $2,000 per month/per connection

DISCOVER NETWORK FEES : The following fees result from charges assessed to SERVICERS from Discover Network and are subject to increases, decreases, and additional new fees imposed by Discover Network.

DISCOVER NETWORK ASSESSMENT. 0.0925% of the total dollar amount of all Sales Drafts. Paid by CUSTOMER daily.

DISCOVER NETWORK INTERNATIONAL PROCESSING FEE 0.30% of the amount of Sales Drafts (Card Sales and Cash Advances). Discover Network shall charge to Acquirers for Card Sales (including Cash Over) and Cash Advances conducted at a Merchant in a country other than the country of domicile of the Issuer of a Card used in the Card Sale or Cash Advance, provided that such fee is not applicable to Card Sales or Cash Advances with JCB or China Unionpay Cards. Paid by CUSTOMER daily.

DISCOVER NETWORK INTERNATIONAL SERVICE FEE 0.45% of amount of Card Sales . Discover Network shall charge to Acquirers for Card Sales (excluding Cash Over) conducted at a Merchant location in the United States where the domicile of the Issuer of the Card used in the Card Sale is a country other than the United States, provided that such fee is not applicable to Card Sales with JCB and China Unionpay Cards. Paid by CUSTOMER daily.

6. **General Pricing Information:**

a. Interchange Schedules. The interchange fees, assessments and qualifying criteria are set forth in Attachment I and annexed hereto (collectively, the "**Interchange Schedules**") may be changed from time to time as mandated by the Card Organizations. References in the Interchange Schedules to the "Program Guide" and "Application" shall mean the Bankcard Addendum.

b. Visa and MasterCard Credit Transactions:

(i) Billable Transactions include: purchases, returns, declines, reversals, Terminal balancing totals and authorizations.

(ii) The Visa/MC transaction fee includes authorization, data capture and settlement.

(iii) The fees and charges set forth on this Schedule A are in addition to all other Third Party Based Fees and all fees due and payable to SERVICERS and/or any applicable Person and will be collected by SERVICERS as set forth in the Bankcard Addendum.

(iv) Supplies provided at SERVICERS' then-current costs, plus a minimum supplies handling fee of $11.95 per shipment.

(v) CUSTOMER shall be responsible for payment of all shipping costs associated with any equipment purchased, leased or maintained by SERVICERS under this Bankcard Addendum.

c. Discover Network Credit Transactions:

(i) Billing transactions include: purchases, returns, declines, reversals authorizations and Terminal balancing totals.

(ii) The Discover Network Processed Cards transaction fees include authorization, data capture and settlement.

(iii) The fees and charges set forth on this Attachment II are in additional to all other Third Party Based Fees and all fees due and payable to SERVICERS and/or any applicable Person and will be collected by SERVICERS as set forth in the Bankcard Addendum.

Attachment I - Interchange Fees, Qualifications and Assessment Fees
Other Card Services Supplement to Merchant Services Bankcard Addendum and Attachment II
Debit Transactions Supplement to Merchant Services Bankcard Addendum and Attachment III

Attachment I to Schedule A to Merchant Services Bankcard Addendum

See attached [Interchange Qualification Matrix and Interchange Rate Schedule or Non-Qualified Rate Schedule]

INTERCHANGE RATE SCHEDULE AND SPECIAL ADDENDUM TO MERCHANT PROCESSING APPLICATION AND AGREEMENT

I. SPECIAL ADDENDUM TO MERCHANT PROCESSING APPLICATION AND AGREEMENT FOR SCHEDULED MASTERCARD ASSESSMENT FEE INCREASE

This Special Addendum to Merchant Processing Application and Agreement for Scheduled MasterCard Assessment Fee Increase ("Addendum") is part of the Merchant Processing Application and Agreement ("Application") and provides additional fee information regarding the MasterCard Assessment Fee applicable to this Interchange Plus Pricing Method ("MC Assessment Fee"). Effective with MasterCard Card transactions Client process on and after **April 1, 2010** ("Effective Date"), (i) the MC Assessment Fee, as shown in the Application, will increase to 0.11%, without further notice or reminder from Servicers, and (ii) Client will be responsible for payment of the increased MC Assessment Fee. Capitalized terms not defined in this Addendum have the meaning set forth in the Program Guide.

II. INTERCHANGE RATE SCHEDULE

The schedule below shows the amount of the interchange fee that will be assessed for each transaction. These are the interchange fees that will apply after **April 1, 2010**; interchange fees prior to that date will either be the same or slightly lower than the below rates.

The amount of the interchange fee will depend on the type of transaction and the interchange level at which the transaction is ultimately processed. In order to qualify for any specific interchange level, you must satisfy certain qualification criteria and clearing requirements established by the Card Organizations. The attached Interchange Qualification Matrix identifies the primary qualification criteria and clearing requirements for the various interchange levels.

Please note that the Card Organizations regularly add new interchange levels, and change the rates and/or qualification criteria. Also note that the interchange fees shown below are in addition to any dues or assessments charged by the Card Organizations, as well as any other processing or transaction fees set forth in your Application and/or merchant agreement.

The amount shown under "Rate" is multiplied by the amount of the transaction; the amount shown under "Per Item" is charged per transaction. Both amounts are included in the interchange fee.

This document is part of the Application, as defined and further described in the Program Guide. Capitalized terms not defined in this document are defined in the Program Guide.

Levels and rates are not all inclusive. The most common clearing levels for this pricing type are listed below. For a complete list, call the number on your merchant statement.

PC	Visa Credit	Rate	Per Item
1	LAC Chip Issuer	1.20%	$0.00
2	Intl Chip Issuer (includes Electron)	1.20%	$0.00
3	Intl Chip Acquirer (includes Electron)	1.00%	$0.00
4	Intl Electronic (Pre-PS2000 and includes Electron)	1.10%	$0.00
5	Domestic Cash Advance	0.18%	$1.50
6	Foreign Cash Advance	0.33%	$1.75
7	VI-Canada Intra Cash Advance	0.00%	$1.55
8	Intl Infinite	1.80%	$0.00
9	Domestic Standard Airlines	2.70%	$0.10
10	Intl Standard (includes Electron)	1.60%	$0.00
11	Intl Commercial Standard	1.80%	$0.00
12	Standard - Hotel / Car Rental	2.70%	$0.10
14	Domestic Standard Card Not Present	2.70%	$0.10
17	Domestic Standard - All Other	2.70%	$0.10
21	CPS Supermarket	1.24%	$0.05
23	CPS Retail - All Other	1.54%	$0.10
24	CPS Retail - Hotel / Car Rental	1.54%	$0.10
25	CPS Retail - Pass Trans AIR	1.54%	$0.10
27	CPS Passenger Transport AIR	1.70%	$0.10
29	CPS Hotel (CNP) - Preferred	1.54%	$0.10
30	CPS Hotel (Card Present)	1.54%	$0.10
31	CPS Car Rentl (CNP)- Preferred	1.54%	$0.10
32	CPS Car Rental (Card Present)	1.54%	$0.10
34	CPS Card Not Present	1.80%	$0.10
35	CPS Automated Fuel	1.15%	$0.25
37	CPS Retail Key Entered	1.80%	$0.10
38	CPS Retail 2 (Emerging Market)	1.43%	$0.05
39	Interregional Secure E-Com	1.44%	$0.00
40	Interregional Secure E-Com Merchant	1.44%	$0.00
43	Interregional Airline - Consumer (US)	1.10%	$0.00
44	Interregional Airline - Commercial (US)	1.80%	$0.00
45	Interregional Airline - Infinite (US)	1.80%	$0.00
47	CPS Small Ticket	1.65%	$0.04
50	CPS/Rewards 1	1.65%	$0.10

PC	Visa Credit	Rate	Per Item
51	CPS/Rewards 2	1.95%	$0.10
52	Utility Credit Business	0.00%	$1.50
53	Utility Credit	0.00%	$0.75
54	CPS Restaurant	1.54%	$0.10
55	Interregional Bus/Sig.Bus/Corp/Purch/Distribution	2.25%	$0.00
56	CPS Retail Service Station	1.15%	$0.25
57	GSA Govt. to Govt.	1.65%	$0.10
58	Interregional Infinite/Signature	2.25%	$0.00
63	Interregional Electronic (includes Electron)	1.55%	$0.00
65	Interregional Issuer Chip (incl. Issuer Chip Electron)	1.65%	$0.00
66	Interregional Airline (includes Airline Electron)	1.55%	$0.00
67	Interregional Secure E-Comm (includes Secure E-Comm Electron)	1.89%	$0.00
68	Interregional E-Comm Merchant (includes E-comm Electron)	1.89%	$0.00
69	Interregional Standard (includes Std Electron)	2.05%	$0.00
71	CPS E Comm Prefer - Pass Trans	1.70%	$0.10
72	CPS E Comm Hotel – Preferred	1.54%	$0.10
73	CPS E Comm Car Rntl - Preferred	1.54%	$0.10
77	CPS E Commerce – Basic	1.80%	$0.10
78	CPS E Commerce – Preferred	1.80%	$0.10
79	CPS Account Funding	2.14%	$0.10
80	EIRF Non CPS- All Other	2.30%	$0.10
81	EIRF Non CPS Pass Transport AIR	2.30%	$0.10
82	Commercial Card T&E Electronic	2.25%	$0.10
90	MOTO / E Comm Credit Voucher	2.05%	$0.00
91	Pass Trans Credit Voucher - All Cards	2.07%	$0.00
92	Cons Card Non PassTran Cred Voucher	1.76%	$0.00
93	Comm Card Non PassTran Cred Voucher	2.24%	$0.00
94	CPS Retail Credit -Tier 1	1.43%	$0.10
95	CPS Retail Credit - Tier 3	1.51%	$0.10
96	CPS Supermarket Credit -Tier 1	1.15%	$0.05
97	CPS Supermarket Credit -Tier 2	1.20%	$0.05
98	CPS Supermarket Credit -Tier 3	1.22%	$0.05

*Non-PIN Debit rates apply to US issued consumer debit cards (Check Cards)

INTERCHANGE RATE SCHEDULE

PC	Visa Credit	Rate	Per Item
99	CPS Retail Credit - Tier 2	1.47%	$0.10
108	Commercial Card AIR Electronic	2.25%	$0.10
109	Commercial Card Standard	2.95%	$0.10
110	Signature Card Standard ****	2.70%	$0.10
111	Interregional Merchant Signature	1.80%	$0.00
112	Interregional Merchant Infinite	1.80%	$0.00
113	Commercial Card Non T&E Electronic	2.25%	$0.10
114	Signature Card Electronic****	2.30%	$0.10
115	Interregional Signature	1.80%	$0.00
116	LAC Signature Card	1.80%	$0.00
118	Purchase Large Ticket	0.95%	$35.00
119	Intl Purchase Large Ticket	0.95%	$35.00
120	GSA Large Ticket	1.20%	$39.00
230	Business Card - Business-to-Business	2.10%	$0.10
231	Business Card - Card Not Present	2.25%	$0.10
232	Business Card - Retail	2.20%	$0.10
188	USVI Business/Signature Card	1.80%	$0.00
189	USVI Corporate Card	1.80%	$0.00
190	USVI Purchase/Distribution Card	1.80%	$0.00
191	USVI Infinite Credit	1.80%	$0.00
192	USVI Signature Card	1.80%	$0.00
193	USVI Electronic	1.10%	$0.00
194	USVI Electron	1.10%	$0.00
195	USVI Issuer Chip	1.20%	$0.00
196	USVI Issuer Chip Electron	1.20%	$0.00
197	USVI Acquirer Chip	1.00%	$0.00
198	USVI Acquirer Chip Electron	1.00%	$0.00
199	USVI Airline Acquirer Chip	1.00%	$0.00
200	USVI Airline Acquirer Chip Electron	1.00%	$0.00
204	USVI Chip Full Data	1.00%	$0.00
205	USVI Chip Full Data Electron	1.00%	$0.00
206	USVI Airline Chip Full Data	1.00%	$0.00
207	USVI Airline Chip Full Data Electron	1.00%	$0.00
208	USVI Chip Full Data with PIN	0.95%	$0.00
209	USVI Chip Full Data with PIN Electron	0.95%	$0.00
210	USVI Airline Chip Full with PIN	0.95%	$0.00
211	USVI Airline Chip Full with PIN Electron	0.95%	$0.00

PC	Visa Credit	Rate	Per Item
212	USVI Airline	1.10%	$0.00
213	USVI Airline Electron	1.10%	$0.00
214	USVI Secure Ecomm	1.44%	$0.00
215	USVI Secure Ecomm Electron	1.44%	$0.00
216	USVI Ecomm Merchant	1.44%	$0.00
218	USVI Ecomm Merchant Electron	1.44%	$0.00
220	USVI Standard	1.60%	$0.00
221	USVI Standard Electron	1.60%	$0.00
375	Interregional Chip Issuer	1.20%	$0.00
470	Signature Interregional Airline	1.80%	$0.00
550	Interregional Airline (includes Electron)	1.10%	$0.00
171	Commercial Card Level 2	2.05%	$0.10
172	US Bus/Purch Level 2	2.05%	$0.10
173	Purchase Card Level 3	1.80%	$0.10
236	Purchase Card - Business-to-Business	2.10%	$0.10
237	Purchase Card - Card Not Present	2.20%	$0.10
238	CPS Purchase Card - Retail	2.10%	$0.10
239	Purchase Card - Electronic with L3 Data	2.10%	$0.10
240	Business Card T&E Electronic	2.55%	$0.10
241	Business Card AIR Electronic	2.30%	$0.10
242	Business Card Non T&E Electronic	2.65%	$0.10
243	Purchase Card T&E Electronic	2.40%	$0.10
244	Purchase Card AIR Electronic	2.40%	$0.10
245	Purchase Card Non T&E Electronic	2.40%	$0.10
246	Signature Preferred - Business-to-Business	2.65%	$0.10
247	Signature Preferred - Card Not Present	2.65%	$0.10
248	Signature Preferred - Retail	2.65%	$0.10
249	Signature Preferred - Electronic	2.10%	$0.10
250	Signature Preferred - Standard	2.40%	$0.10
251	Purchase Card - Retail Fleet	2.10%	$0.10
252	International Merchant - Signature Preferred	2.40%	$0.10
253	Signature Preferred - Interregional	2.95%	$0.10
254	Signature Preferred - Fuel	2.30%	$0.10
233	Commercial Card - Business-to-Business	1.80%	$0.00
234	Commercial Card - Card Not Present	1.80%	$0.00
235	Commercial Card - Retail	1.15%	$0.25

PC	Visa Non-PIN Debit*	Rate	Per Item
609	Standard Debit - PassTran AIR	1.90%	$0.25
612	Standard Debit - Hotel / Car Rental	1.90%	$0.25
614	Standard Debit - CNP	1.90%	$0.25
617	Standard Debit - All Other	1.90%	$0.25
621	CPS Supermarket Debit***	0.00%	$0.35
623	CPS Retail Debit - All Other***	0.95%	$0.20
624	CPS Retail Debit - Hotel / Car Rental ***	0.95%	$0.20
625	CPS Retail Debit - Pass Transport AIR ***	0.95%	$0.20
626	CPS Supermarket Debit	0.95%	$0.20
627	CPS Pass Transport AIR Debit	1.60%	$0.15
629	CPS Hotel (CNP) - Prefer Debit	1.36%	$0.15
630	CPS Hotel (Card Present) Debit	1.36%	$0.15
631	CPS Car Rental (CNP) - Prefer Debit	1.36%	$0.15
632	CPS Car Rental (Card Present) Debit	1.36%	$0.15
634	CPS Card Not Present Debit	1.60%	$0.15
635	CPS Automated Fuel Debit	0.75%	$0.17
636	CPS Retail Debit - Hotel /Car Rental	0.95%	$0.20
637	CPS Retail Debit - Key Entered	1.60%	$0.15
638	CPS Retail 2 (Emerging Markets) Debit	0.80%	$0.25
647	CPS Small Ticket Debit	1.55%	$0.04
653	Utility DB	0.00%	$0.75
654	CPS Restaurant Debit	1.19%	$0.10
656	CPS Retail Service Station Debit	0.75%	$0.17
658	CPS Automated Fuel Dispenser Debit Cap	0.00%	$0.95
659	CPS Retail Service Station Debit Cap	0.00%	$0.95

PC	Visa Non-PIN Debit*	Rate	Per Item
660	CPS Debt Repayment Debit	0.35%	$0.50
661	CPS Tax Payment 1 Debit	0.00%	$2.50
662	CPS Tax Payment 2 Debit	0.00%	$0.00
671	CPS E Comm Prefer - PassTran Debit	1.60%	$0.15
672	CPS E Comm Prefer - Hotel Debit	1.36%	$0.15
673	CPS E Comm Prefer - Car Rental Debit	1.36%	$0.15
677	CPS E Commerce - Basic Debit	1.60%	$0.15
678	CPS E Commerce - Preferred Debit	1.55%	$0.15
679	CPS Account Funding Debit	1.75%	$0.20
680	EIRF Non CPS Debit - All Other	1.75%	$0.20
690	MOTO/E Comm Credit Voucher - Debit	1.87%	$0.00
691	Passenger Trans Credit Voucher - Debit	1.18%	$0.00
692	Cons NonPassTran Credit Voucher - Debit	1.31%	$0.00
681	EIRF Non CPS Pass Trans Debit	1.75%	$0.20
684	EIRF Fuel Debit Cap	0.00%	$0.95
688	CPS Supermarket Debit Tier Cap	0.00%	$0.35
689	CPS Supermarket Debit Cap	0.00%	$0.35
694	CPS Retail Debit - Tier I	0.62%	$0.13
695	CPS Retail Debit - Tier III	0.92%	$0.15
696	CPS Supermarket Debit - Tier I	0.62%	$0.13
697	CPS Supermarket Debit - Tier II	0.81%	$0.13
698	CPS Supermarket Debit - Tier III	0.92%	$0.15
699	CPS Retail Debit - Tier II	0.81%	$0.13
817	CPS Retail Debit - All Other	0.95%	$0.20
819	CPS Retail Debit - Pass Trans	0.95%	$0.20

*Non-PIN Debit rates apply to US issued consumer debit cards (Check Cards)

INTERCHANGE RATE SCHEDULE

PC	MasterCard Credit	Rate	Per Item
3	Standard	2.95%	$0.10
5	Foreign Electonic Plus (US Acquirer)	1.65%	$0.00
6	Foreign Standard Plus (US Acquirer)	2.15%	$0.00
7	Cash Advance	0.00%	$2.05
8	Foreign Cash Advance	0.09%	$3.60
9	Merit III	1.58%	$0.10
10	World Card Cash Advance	0.00%	$2.05
11	Merit I	1.89%	$0.10
12	Merit III Passenger Transport	1.58%	$0.10
13	Passenger Transport	1.75%	$0.10
14	Merit I Passenger Transport (Airline)	1.89%	$0.10
15	Standard Passenger Transport	2.95%	$0.10
16	Merit I Passenger Railway	1.89%	$0.10
17	Supermarket	1.48%	$0.05
18	Quick Pay Merit I	1.89%	$0.10
19	Merit I (MOTO)	1.89%	$0.10
20	Public Sector	1.55%	$0.10
22	Canada Intracountry Standard	1.72%	$0.00
23	Puerto Rico Intracountry Electronic	1.30%	$0.00
24	Petroleum Base	1.90%	$0.00
25	Petroleum Base CAP	0.00%	$0.95
26	Warehouse Base Non-fuel	1.10%	$0.00
27	Bill Payments Merit I Real Estate	1.10%	$0.00
28	Convenience Purchases	1.90%	$0.00
30	Merit III - Tier 1	1.43%	$0.10
31	Merit III - Tier 2	1.48%	$0.10
32	Merit III - Tier 3	1.55%	$0.10
33	Quick Pay Merit III	1.58%	$0.10
35	Foreign Electronic (Non US Acquirer)	1.10%	$0.00
36	Foreign Standard (Non US Acquirer)	1.60%	$0.00
40	Warehouse - Tier 1	0.90%	$0.00
43	Supermarket - Tier 1	1.27%	$0.00
44	Diners Electronic Interchange	2.00%	$0.00
45	Diners Standard Interchange	2.50%	$0.00
46	Supermarket - Tier 2	1.32%	$0.00
47	Supermarket - Tier 3	1.42%	$0.05
48	Utility Credit	0.00%	$0.65
49	World Utility	0.00%	$0.65
50	TIPS - Lodging	1.58%	$0.10
51	TIPS - Vehicle Rental	1.58%	$0.10
52	TIPS - Cruise Lines	1.58%	$0.10
54	Merchant UCAF	1.58%	$0.10
55	Full UCAF	1.68%	$0.10
58	World Merchant UCAF	1.73%	$0.10
59	World Full UCAF	1.83%	$0.10
60	World Card - Lodging	2.30%	$0.10
61	World Card - Vehicle Rental	2.30%	$0.10
62	World Card - Pass Trans	2.30%	$0.10
63	World Card - Other	2.30%	$0.10
64	World Elite Utilities	0.00%	$0.75
65	Emerging Markets	0.80%	$0.25
66	Services Industies (SIIP)	1.15%	$0.05
71	World MC Supermarket Base	1.58%	$0.05
72	World MC Supermarket Tier 1	1.37%	$0.00
73	World MC Warehouse Base	1.10%	$0.00
74	World MC Warehouse Tier 1	0.90%	$0.00
77	World MC Public Sector	1.55%	$0.10
78	World MC Restaurant	1.73%	$0.10
79	World MC Service Industries	1.15%	$0.05
81	Key Entered	1.89%	$0.10
83	Consumer Credit Refund 1	2.42%	$0.00
84	Consumer Credit Refund 2	2.09%	$0.00
85	E-Comm Merch UCAF (Non US)	1.44%	$0.00
86	E-Comm Full UCAF (Non US)	1.54%	$0.00
87	E-Comm Merch UCAF (US Loc)	1.99%	$0.00
88	E-Comm Full UCAF (US Loc)	2.09%	$0.00
89	Merit I Electronic Commerce	1.89%	$0.10
90	Issuer Chip - LAC	1.26%	$0.00
91	Acquirer Chip - LAC	1.06%	$0.00
92	Foreign Elect Plus - Diners	1.65%	$0.00
93	Foreign Stnd Plus - Diners	2.15%	$0.00
94	World MC Standard	2.95%	$0.10
95	World MC Merit 1	2.05%	$0.10
96	World MC Key-Entered	2.05%	$0.10
97	World MC Merit III	1.73%	$0.10
98	World MC Merit III Tier 1	1.53%	$0.10
99	World MC Convenience Purchases	2.00%	$0.00
100	Consumer Credit Refund 3	1.95%	$0.00
101	Consumer Credit Refund 4	1.82%	$0.00
102	Consumer Credit Refund 5	1.73%	$0.00
103	Commercial Standard - Bus	2.95%	$0.10
104	Commercial Credit Refund 1	2.37%	$0.00
105	Commercial Credit Refund 2	2.30%	$0.00
106	Commercial Credit Refund 3	2.21%	$0.00
107	Commercial Credit Refund 4	2.16%	$0.00
108	Commercial Standard Corp	2.95%	$0.10
109	Commercial Standard Fleet at Fuel	2.95%	$0.10
111	Canada Intra Country Commercial	2.00%	$0.00
112	World Merit III Tier 2	1.58%	$0.10
113	World Merit III Tier 3	1.65%	$0.10
114	World Supermarket Tier 2	1.42%	$0.00
115	World Supermarket Tier 3	1.52%	$0.05
117	Commercial Standard Purch	2.95%	$0.10
118	Warehouse	1.10%	$0.00
119	World Bill Payments Merit I Real Estate	1.10%	$0.00
120	Commercial Face to Face Purch	2.40%	$0.10
121	Commercial Data Rate I Purch	2.65%	$0.10
122	Commercial Data Rate II Purch	2.40%	$0.10
123	Commercial Data Rate III Purch	1.80%	$0.10
125	Commercial T&E I Purch	2.70%	$0.00
126	Commercial Large Ticket II Purch	1.25%	$40.00
127	Commercial Warehouse Purchase	1.10%	$0.00
128	Commercial Large Ticket III Purch	1.25%	$40.00
129	Commercial Large Ticket / DR III Purch	1.25%	$40.00
130	Commercial T&E II Purch	2.55%	$0.10
131	Commercial Data Rate I Fleet	2.65%	$0.10
132	Commercial Data Rate II Petroleum Fleet at Fuel	2.05%	$0.10
133	Commercial T&E III Purch	2.50%	$0.10
134	Commercial Large Ticket Fleet	1.25%	$40.00
135	Commercial T&E I Airline	2.70%	$0.00
136	Commercial Large Ticket II Fleet	1.25%	$40.00
137	Commercial T&E II Airline	2.55%	$0.10
138	Commercial T&E III Airline	2.50%	$0.10
139	Commercial Large Ticket III Fleet	1.25%	$40.00
140	Commercial Face to Face Bus	2.20%	$0.10
141	Commercial Data Rate I Bus	2.65%	$0.10
142	Commercial Data Rate II Bus	2.20%	$0.10
143	Commercial Data Rate III US Bus	1.80%	$0.10
145	Commercial T&E I Bus	2.50%	$0.00
146	Commercial Large Ticket II Bus	1.25%	$40.00
147	Commercial Warehouse Bus	1.10%	$0.00
148	Commercial Large Ticket III Bus	1.25%	$40.00

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INTERCHANGE RATE SCHEDULE

PC	MasterCard Credit	Rate	Per Item
149	Commercial Large Ticket / DR III Bus	1.25%	$40.00
150	Commercial T&E II Bus	2.35%	$0.10
151	Commercial T&E III Bus	2.30%	$0.10
152	Commercial Data Rate II (INTL) Purch	1.70%	$0.00
153	Business Utility	0.00%	$1.50
154	Commercial Large Ticket (INTL) Purch	0.90%	$30.00
156	Commercial Purchasing (INTL) Purch	2.45%	$0.00
157	Commercial Face to Face Corp	2.15%	$0.10
158	Commercial Data Rate I Corp	2.65%	$0.10
159	Commercial Data Rate II Corp	2.15%	$0.10
160	Commercial Data Rate III US Corp	1.80%	$0.10
162	Commercial T&E I Corp	2.40%	$0.00
163	Commercial Large Ticket II Corp	1.25%	$40.00
164	Commercial Large Ticket (INTL) Fleet	0.90%	$30.00
166	Commercial Purchasing (INTL) Fleet	2.45%	$0.00
167	Commercial Warehouse Corp	1.10%	$0.00
168	Commercial Large Ticket III Corp	1.25%	$40.00
169	Commercial Large Ticket / DR III Corp	1.25%	$40.00
170	Commercial T&E II Corp	2.25%	$0.10
171	Commercial T&E III Corp	2.20%	$0.10
172	Commercial Data Rate II Petroleum Bus	2.05%	$0.10
173	Commercial Data Rate II Petroleum Corp	2.05%	$0.10
174	Commercial Data Rate II Petroleum Purch	2.05%	$0.10
176	Commercial (INTL) Business	2.45%	$0.00
178	Puerto Rico Intra Commercial	1.85%	$0.00
179	Puerto Rico Intra Commercial. Purchase	1.85%	$0.00
180	World Petroleum Base	2.00%	$0.00
181	World Petroleum Base CAP	0.00%	$0.95
182	Commercial Large Ticket Rate I MPG	1.20%	$0.00
183	Commercial Large Ticket Rate II MPG	0.90%	$0.00
184	Commercial Large Ticket Rate III MPG	0.70%	$0.00
185	Commercial Warehouse Tier I	0.90%	$0.00
187	Commercial Warehouse Fleet	1.10%	$0.00
188	Puerto Rico Intracountry Premium Standard	1.85%	$0.00
190	Private Label	1.68%	$0.00
194	Commercial Face to Face Fleet at Non Fuel	2.50%	$0.10
195	Commercial Data Rate II Fleet at Non Fuel	2.50%	$0.10
197	Commercial Face to Face Petroleum Bus	2.05%	$0.10
198	Commercial Face to Face Petroleum Corp	2.05%	$0.10
199	Commercial Face to Face Petroleum Purch	2.05%	$0.10
200	World Elite Standard	3.25%	$0.10
201	World Elite Merit I	2.50%	$0.10
202	World Elite Key Entered	2.50%	$0.10
203	World Elite Merit III	2.20%	$0.10
204	World Elite Merit III Tier 1	2.05%	$0.10
205	World Elite Merit III Tier 2	2.10%	$0.10
206	World Elite Merit III Tier 3	2.15%	$0.10
124	Business Enhanced Value Data Rate I	2.77%	$0.10
110	Business Enhanced Value Data Rate II Petroleum	2.17%	$0.10
144	Business Enhanced Value Data Rate II	2.32%	$0.10
155	Business Enhanced Value Data Rate III	1.92%	$0.10
116	Business Enhanced Value Face-to-Face Petroleum	2.17%	$0.10
161	Business Enhanced Value Face-to-Face	2.32%	$0.10
165	Business Enhanced Value Large Ticket I	1.37%	$40.00
175	Business Enhanced Value Large Ticket II	1.37%	$40.00
177	Business Enhanced Value Large Ticket III	1.37%	$40.00
186	Business Enhanced Value Large Ticket I MPG	1.20%	$0.00
189	Business Enhanced Value Large Ticket II MPG	0.90%	$0.00
196	Business Enhanced Value Large Ticket III MPG	0.70%	$0.00
227	Business Enhanced Value Standard	3.07%	$0.10
239	Business Enhanced Value T & E Rate I	2.62%	$0.00

PC	MasterCard Credit	Rate	Per Item
251	Business Enhanced Value T & E Rate II	2.47%	$0.10
263	Business Enhanced Value T & E Rate III	2.42%	$0.10
288	Business Enhanced Value Warehouse Base	1.10%	$0.10
289	Business Enhanced Value Warehouse Tier I	0.90%	$0.10
301	Business Enhanced Value Utilities	0.00%	$1.50
038	Rewards Redemption	0.90%	$0.00
306	Inter. Consumer Premium Standard US/CAN	2.40%	$0.00
307	Inter. Consumer Premium Full UCAF US/CAN	2.40%	$0.00
212	World Elite Warehouse Base	1.10%	$0.00
213	World Elite Warehouse Tier 1	0.90%	$0.00
214	World Elite Service Industries	1.15%	$0.05
215	World Elite Public Sector	1.55%	$0.10
216	World Elite Restaurant	2.20%	$0.10
217	World Elite T&E-Lodging	2.75%	$0.10
218	World Elite Merchant UCAF	2.20%	$0.10
219	World Elite Full UCAF	2.30%	$0.10
220	World Elite Airlines	2.30%	$0.10
221	World Elite - Vehicle Rental	2.75%	$0.10
222	World Elite - Other	2.75%	$0.10
223	World Elite Petroleum Base	2.00%	$0.00
224	World Elite Petroleum Base CAP	0.00%	$0.95
225	World Elite T&E Large Ticket	2.00%	$0.00
226	World Commercial Face-to-Face Bus	2.37%	$0.10
228	World Commercial Standard Bus	3.12%	$0.10
229	World Commercial Data Rate III Bus	1.97%	$0.10
230	World Commercial Data Rate II Bus	2.37%	$0.10
231	World Commercial Data Rate I Bus	2.82%	$0.10
232	World Commercial T&E Rate II Bus	2.52%	$0.10
233	World Commercial T&E Rate I Bus	2.67%	$0.00
234	World Commercial T&E Rate III Bus	2.47%	$0.10
235	World Commercial Warehouse Base Bus	1.10%	$0.00
236	World Commercial Large Ticket II Bus	1.42%	$40.00
237	World Commercial Large Ticket III Bus	1.42%	$40.00
238	World Elite Commercial Face-to-Face Bus	2.42%	$0.10
240	World Elite Commercial Standard Bus	3.17%	$0.10
241	World Elite Commercial Data Rate III Bus	2.02%	$0.10
242	World Elite Commercial Data Rate II Bus	2.42%	$0.10
243	World Elite Commercial Data Rate I Bus	2.87%	$0.10
244	World Elite Commercial T&E Rate II Bus	2.57%	$0.10
245	World Elite Commercial T&E Rate I Bus	2.72%	$0.00
246	World Elite Commercial T&E Rate III Bus	2.52%	$0.10
247	World Elite Commercial Whse Base Bus	1.10%	$0.00
248	World Elite Commercial Large Ticket II Bus	1.47%	$40.00
249	World Elite Commercial Large Ticket III Bus	1.47%	$40.00
250	World Commercial Face-to-Face Corp	2.15%	$0.10
252	World Commercial Standard Corp	2.95%	$0.10
253	World Commercial Data Rate III Corp	1.80%	$0.10
254	World Commercial Data Rate II Corp	2.15%	$0.10
255	World Commercial Data Rate I Corp	2.65%	$0.10
256	World Commercial T&E Rate II Corp	2.25%	$0.10
257	World Commercial T&E Rate I Corp	2.40%	$0.00
258	World Commercial T&E Rate III Corp	2.20%	$0.10
259	World Commercial Warehouse Base Corp	1.10%	$0.00
260	World Commercial Large Ticket II Corp	1.25%	$40.00
261	World Commercial Large Ticket III Corp	1.25%	$40.00
262	World Elite Commercial Face-to-Face Corp	2.15%	$0.10
264	World Elite Commercial Standard Corp	2.95%	$0.10
265	World Elite Commercial Data Rate III Corp	1.80%	$0.10
266	World Elite Commercial Data Rate II Corp	2.15%	$0.10
267	World Elite Commercial Data Rate I Corp	2.65%	$0.10
268	World Elite Commercial T&E Rate II Corp	2.25%	$0.10

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INTERCHANGE RATE SCHEDULE

PC	MasterCard Credit	Rate	Per Item
269	World Elite Commercial T&E Rate I Corp	2.40%	$0.00
270	World Elite Commercial T&E Rate III Corp	2.20%	$0.10
271	World Elite Commercial Whse Base Corp	1.10%	$0.00
272	World Elite Commercial Large Ticket II Corp	1.25%	$40.00
273	World Elite Commercial Large Ticket III Corp	1.25%	$40.00
274	World Comm Large Ticket I / Data Rate III Bus	1.42%	$40.00
275	World Elite Comm Lg Ticket I / Data Rate III Bus	1.47%	$40.00
276	World Comm Large Ticket I / Data Rate III Corp	1.25%	$40.00
277	World Elite Comm Lg Ticket I / Data Rate III Corp	1.25%	$40.00
278	World Commercial Data Rate II Petroleum Bus	2.22%	$0.10
279	World Elite Comm Data Rate II Petroleum Bus	2.27%	$0.10
280	World Commercial Data Rate II Petroleum Corp	2.05%	$0.10
281	World Elite Comm Data Rate II Petroleum Corp	2.05%	$0.10
282	World Commercial Face-to-Face Petroleum Bus	2.22%	$0.10
283	World Elite Comm Face-to-Face Petroleum Bus	2.27%	$0.10
284	World Commercial Face-to-Face Petroleum Corp	2.05%	$0.10
285	World Elite Comm Face-to-Face Petroleum Corp	2.05%	$0.10
286	World Business Utility	0.00%	$1.50
287	World Elite Business Utility	0.00%	$1.50
290	Commercial Large Ticket Rate I MPG Bus	1.20%	$0.00
291	Commercial Large Ticket Rate II MPG Bus	0.90%	$0.00
292	Commercial Large Ticket Rate III MPG Bus	0.70%	$0.00
293	Commercial Large Ticket Rate I MPG Corp	1.20%	$0.00
294	Commercial Large Ticket Rate II MPG Corp	0.90%	$0.00
295	Commercial Large Ticket Rate III MPG Corp	0.70%	$0.00
296	Commercial Large Ticket Rate I MPG Fleet at Fuel	1.20%	$0.00
297	Comm. Large Ticket Rate II MPG Fleet at Fuel	0.90%	$0.00
298	Comm. Large Ticket Rate III MPG Fleet at Fuel	0.70%	$0.00
299	World Elite Bill Payments Merit I Real Estate	2.20%	$0.10
303	Enhanced Standard	2.95%	$0.10
309	Enhanced Merit III	1.73%	$0.10
311	Enhanced Merit I	2.04%	$0.10
313	Enhanced Passenger Transport	1.90%	$0.10
317	Enhanced Supermarket Base	1.48%	$0.05
318	Enhanced Warehouse Base	1.10%	$0.00
320	Enhanced Public Sector	1.55%	$0.10
324	Enhanced Petroleum Base	1.90%	$0.00
325	Enhanced Petroleum Base CAP	0.00%	$0.95
327	Enhanced Bill Payments Merit I Real Estate	1.10%	$0.00
328	Enhanced Convenience Purchase	1.90%	$0.00
330	Enhanced Merit III Tier 1	1.43%	$0.10
331	Enhanced Merit III Tier 2	1.48%	$0.10
332	Enhanced Merit III Tier 3	1.55%	$0.10
338	Electronic Payment Account Data Rate II	2.40%	$0.10
339	Electronic Payment Account Data Rate I	2.65%	$0.10
340	Enhanced Warehouse Tier 1	0.90%	$0.00
361	Canada Intra Cash Advance	0.00%	$6.50 CAD
362	Commercial Intl. Non-US	2.00%	$0.00
363	Commercial Intl. Purch Non-US Fleet	2.00%	$0.00
364	Intl. Electronic Card	1.65%	$0.00
365	Commercial Purchasing Intl. Purch	2.00%	$0.00
366	Enhanced Service Industry	1.15%	$0.05
367	Puerto Rico Intracountry Petroleum	1.16%	$0.00
368	Puerto Rico Intracountry Warehouse	0.60%	$0.00
369	Puerto Rico Intracountry Government	1.00%	$0.00
370	Puerto Rico Intracountry Supermarket	1.20%	$0.00
371	Puerto Rico Intracountry Emerging Markets	1.00%	$0.00
372	Puerto Rico Intracountry Utilities	0.00%	$0.95
373	Puerto Rico Intracountry Rapid Payments	1.16%	$0.00
374	Puerto Rico Intracountry Charities	0.00%	$0.00
375	LAC Premium Acquirer Chip	1.85%	$0.00

PC	MasterCard Credit	Rate	Per Item
376	LAC Premium Issuer Chip	1.85%	$0.00
381	Enhanced Key Entered	2.04%	$0.10
382	Enhanced Supermarket Tier 1	1.27%	$0.00
383	Enhanced Supermarket Tier 2	1.32%	$0.00
384	Enhanced Supermarket Tier 3	1.42%	$0.05
385	Enhanced Utilities	0.00%	$0.65
386	Enhanced Travel Industries - Lodging	1.90%	$0.10
387	Enhanced Travel Industries - Vehicle Rental	1.90%	$0.10
388	Enhanced Travel Industries - Cruise Lines	1.90%	$0.10
389	Enhanced Merchant UCAF	1.73%	$0.10
390	Enhanced Full UCAF	1.83%	$0.10
391	Bill Payments Merit I Insurance	1.43%	$0.05
392	World Bill Payments Merit I Insurance	1.43%	$0.05
393	World Elite Bill Payments Merit I Insurance	2.20%	$0.10
394	Enhanced Bill Payments Merit I Insurance	1.43%	$0.05
395	Electronic Payment Account	0.00%	$0.00
396	LAC Premium Electronic	1.85%	$0.00
397	LAC Premium Full UCAF	1.85%	$0.00
398	LAC Premium Merchant UCAF	1.85%	$0.00
399	LAC Premium Standard	1.85%	$0.00
488	World Comm. Large Ticket Rate I MPG Bus	1.20%	$0.00
489	World Comm. Large Ticket Rate II MPG Bus	0.90%	$0.00
490	World Comm. Large Ticket Rate III MPG Bus	0.70%	$0.00
491	World Elite Comm. Large Ticket Rate I MPG Bus	1.20%	$0.00
492	World Elite Comm. Large Ticket Rate II MPG Bus	0.90%	$0.00
493	World Elite Comm. Large Ticket Rate III MPG Bus	0.70%	$0.00
494	World Commercial Large Ticket Rate I MPG Corp	1.20%	$0.00
495	World Commercial Large Ticket Rate II MPG Corp	0.90%	$0.00
496	World Commercial Large Ticket Rate III MPG Corp	0.70%	$0.00
497	World Elite Comm. Large Ticket Rate I MPG Corp	1.20%	$0.00
498	World Elite Comm. Large Ticket Rate II MPG Corp	0.90%	$0.00
499	World Elite Comm. Large Ticket Rate III MPG Corp	0.70%	$0.00
573	High Value Petroleum Base Cap	0.00%	$0.95
574	High Value Merit I - Real Estate	2.20%	$0.10
575	High Value Merit I - Insurance	2.20%	$0.10
576	High Value Standard	3.25%	$0.10
577	High Value Merit I	2.50%	$0.10
578	High Value Key-Entered	2.50%	$0.10
579	High Value Merit III	2.20%	$0.10
580	High Value Merit III Tier1	2.05%	$0.10
581	High Value Merit III Tier 2	2.10%	$0.10
582	High Value Merit III Tier 3	2.15%	$0.10
583	High Value Convenience Purchases	2.00%	$0.00
584	High Value Supermarket Base	1.90%	$0.05
585	High Value Supermarket Tier 1	1.37%	$0.00
586	High Value Supermarket Tier 2	1.42%	$0.00
587	High Value Supermarket Tier 3	1.52%	$0.05
588	High Value Warehouse Base	1.10%	$0.00
589	High Value Warehouse Tier 1	0.90%	$0.00
590	High Value Service Industries	1.15%	$0.05
591	High Value Public Sector	1.55%	$0.10
592	High Value Restaurant	2.20%	$0.10
593	High Value T&E	2.75%	$0.10
594	High Value Merchant UCAF	2.20%	$0.10
595	High Value Full UCAF	2.30%	$0.10
596	High Value Airline	2.30%	$0.10
597	High Value Utilities	0.00%	$0.75
598	High Value Petroleum Base	2.00%	$0.00
599	High Value T&E Large Ticket	2.00%	$0.00
207	World Elite Convience Purchases	2.00%	$0.00
208	World Elite Supermarket Base	1.90%	$0.05

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INTERCHANGE RATE SCHEDULE

PC	MasterCard Credit	Rate	Per Item
209	World Elite Supermarket Tier I	1.37%	$0.00
210	World Elite Supermarket Tier 2	1.42%	$0.00
211	World Elite Supermarket Tier 3	1.52%	$0.05
308	Inter. Consumer Premium Electronic US/CAN	2.40%	$0.00
310	Inter. Consumer Premium Merch. UCAF US/CAN	2.40%	$0.00
312	Inter. Commercial Premium Standard US/CAN	2.00%	$0.00
314	Inter. Consumer Premium Standard US/LAC	2.40%	$0.00
315	Inter. Consumer Premium Full UCAF US/LAC	2.40%	$0.00
316	Inter. Consumer Premium Electronic US/LAC	2.40%	$0.00
319	Inter. Consumer Premium Merch. UCAF US/LAC	2.40%	$0.00
321	Inter. Commercial Premium Standard US/LAC	2.00%	$0.00
322	Inter. Consumer Premium Standard US/AP	2.40%	$0.00
323	Inter. Consumer Premium Full UCAF US/AP	2.40%	$0.00

PC	MasterCard Credit	Rate	Per Item
326	Inter. Consumer Premium Electronic US/AP	2.40%	$0.00
329	Inter. Consumer Premium Merchant UCAF US/AP	2.40%	$0.00
333	Inter. Commercial Premium Standard US/AP	2.00%	$0.00
334	Inter. Consumer Premium Standard US/EU	2.40%	$0.00
335	Inter. Consumer Premium Full UCAF US/EU	2.40%	$0.00
336	Inter. Consumer Premium Electronic US/EU	2.40%	$0.00
337	Inter. Consumer Premium Merchant UCAF US/EU	2.40%	$0.00
406	Inter. Consumer Premium Standard US/SAMEA	2.40%	$0.00
407	Inter. Consumer Premium Full UCAF US/SAMEA	2.40%	$0.00
408	Inter. Consumer Premium Electronic US/SAMEA	2.40%	$0.00
409	Inter. Cons. Premium Merch. UCAF US/SAMEA	2.40%	$0.00
411	Inter. Commercial Premium Standard US/SAMEA	2.00%	$0.00

PC	MasterCard Non-PIN Debit*	Rate	Per Item
603	Standard - DEBIT	1.90%	$0.25
609	Merit III - DEBIT	1.05%	$0.15
611	Merit I - DEBIT	1.64%	$0.16
612	Merit III Pass Transport - DEBIT	1.05%	$0.15
613	Passenger Transport - DEBIT	1.60%	$0.15
614	Merit I Pass Transport - DEBIT	1.64%	$0.16
615	Standard Pass Transport -DEBIT	1.90%	$0.25
616	Merit I ECCB Airlines - DEBIT	1.64%	$0.16
617	Supermarket - DEBIT	1.05%	$0.15
618	Quick Payment Service - DEBIT	1.64%	$0.16
619	Merit I (MOTO) - DEBIT	1.64%	$0.16
626	Warehouse Base Non-fuel - DEBIT	1.05%	$0.15
627	Bill Payments - (Merit I) Real Estate - DEBIT	1.10%	$0.00
629	Small Ticket Tier 1 - DEBIT	1.30%	$0.02
630	Merit III Tier 1 - DEBIT	0.70%	$0.15
631	Merit III Tier 2 - DEBIT	0.83%	$0.15
632	Merit III Tier 3 - DEBIT	0.95%	$0.15
633	QPS- Merit III Debit	1.05%	$0.15
638	Supermarket Tier Cap - DEBIT	0.00%	$0.35
639	Supermarket Cap - DEBIT	0.00%	$0.35
640	Warehouse Tier 1 - DEBIT	0.70%	$0.15
641	Warehouse Tier 2 - DEBIT	0.83%	$0.15

PC	MasterCard Non-PIN Debit*	Rate	Per Item
642	Warehouse Tier 3 - DEBIT	0.95%	$0.15
643	Supermarket Tier 1 - DEBIT	0.70%	$0.15
646	Supermarket Tier 2 - DEBIT	0.83%	$0.15
647	Supermarket Tier 3 - DEBIT	0.95%	$0.15
648	Utility Debit	0.00%	$0.45
650	TIPS Lodging - DEBIT	1.36%	$0.15
651	TIPS Vehicle Rental - DEBIT	1.36%	$0.15
652	TIPS Cruise Lines - DEBIT	1.36%	$0.15
654	Merchant UCAF - DEBIT	1.05%	$0.15
655	Full UCAF - DEBIT	1.15%	$0.15
656	Petroleum CAT/AFD - DEBIT CAP	0.00%	$0.95
657	Service Station - DEBIT CAP	0.00%	$0.95
665	Emerging Markets - DEBIT	0.80%	$0.25
666	Services Indust (SIIP) - DEBIT	1.15%	$0.05
667	Small Ticket - DEBIT	1.55%	$0.04
668	Restaurant - DEBIT	1.19%	$0.10
669	Service Station - DEBIT	0.70%	$0.17
670	Petroleum CAT/AFD - DEBIT	0.70%	$0.17
681	Key Entered - DEBIT	1.64%	$0.16
689	Merit I E Commerce - DEBIT	1.64%	$0.16
733	Warehouse Cap - DEBIT	0.00%	$0.35
734	Warehouse Tier Cap - DEBIT	0.00%	$0.35

*Non-PIN Debit rates apply to US issued consumer debit cards (Check Cards)

INTERCHANGE RATE SCHEDULE

PC	Discover® Network Credit	Rate	Per Item
004	PSL - Recurring Payments Rewards	1.20%	$0.05
005	PSL - Supermarkets/Warehouse Clubs Rewards	1.65%	$0.05
006	PSL - Emerging Markets Rewards	1.45%	$0.05
007	PSL - Public Services Rewards	1.50%	$0.10
008	PSL - Express Services Rewards	1.70%	$0.03
009	PSL - Petroleum Rewards	1.73%	$0.05
010	PSL - Retail Rewards	1.71%	$0.10
011	PSL - Restaurants Rewards	1.90%	$0.10
012	PSL - Hotels/Car Rentals Rewards	1.90%	$0.10
013	PSL - Passenger Transport Rewards	1.90%	$0.10
014	PSL - Card Not Present/E-commerce Rewards	1.97%	$0.10
015	PSL - Key Entry Rewards	1.97%	$0.10
018	Mid Submission Level Rewards	2.40%	$0.10
019	Base Submission Level Rewards	2.95%	$0.10
020	Consumer Adjustmt Voucher Program 1 Rewards	2.07%	$0.00
021	Consumer Adjustmt Voucher Program 2 Rewards	2.02%	$0.00
022	Consumer Adjustmt Voucher Program 3 Rewards	1.75%	$0.00
023	Cash Reimbursement	0.16%	$1.65
024	PSL - Utilities Rewards	0.00%	$0.75
025	PSL - Real Estate Rewards	1.10%	$0.00
026	PSL - Insurance Rewards	1.43%	$0.05
104	PSL - Recurring Payments Premium	1.20%	$0.05
105	PSL - Supermarkets/Warehouse Clubs Premium	1.65%	$0.05
106	PSL - Emerging Markets Premium	1.45%	$0.05
107	PSL - Public Services Premium	1.50%	$0.10
108	PSL - Express Services Premium	1.70%	$0.03
109	PSL - Petroleum Premium	1.73%	$0.05
110	PSL - Retail Premium	1.71%	$0.10
111	PSL - Restaurants Premium	2.20%	$0.10
112	PSL - Hotels / Car Rentals Premium	2.30%	$0.10
113	PSL - Passenger Transport Premium	2.30%	$0.10
114	PSL - Card Not Present/E-commerce Premium	2.00%	$0.10
115	PSL - Key Entry Premium	2.00%	$0.10
118	Mid Submission Level Premium	2.40%	$0.10
119	Base Submission Level Premium	2.95%	$0.10
120	Consumer Adjustmt Voucher Program 1 Premium	2.07%	$0.00

PC	Discover® Network Credit	Rate	Per Item
121	Consumer Adjustmt Voucher Program 2 Premium	2.02%	$0.00
122	Consumer Adjustmt Voucher Program 3 Premium	1.75%	$0.00
124	PSL - Utilities Premium	0.00%	$0.75
125	PSL - Real Estate Premium	1.10%	$0.00
126	PSL - Insurance Premium	1.43%	$0.05
200	Commercial Electronic - Passenger Transport	2.30%	$0.10
201	Comm Elec - Emerging Markets / Public Services	2.30%	$0.10
202	Commercial Electronic - All Others	2.30%	$0.10
203	Commercial Base	2.95%	$0.10
204	Commercial Adjustment Voucher Program 1	2.25%	$0.00
205	Commercial Utilities	0.00%	$1.50
210	International Base	2.00%	$0.10
211	International Electronic	1.46%	$0.00
212	International Cash Reimbursement	0.16%	$3.00
213	International Adjustment Voucher Program	0.00%	$0.00
304	PSL - Recurring Payments Core	1.20%	$0.05
305	PSL - Supermarkets / Warehouse Clubs Core	1.40%	$0.05
306	PSL - Emerging Markets Core	1.45%	$0.05
307	PSL - Public Services Core	1.50%	$0.10
308	PSL - Express Services Core	1.70%	$0.03
309	PSL - Petroleum Core	1.55%	$0.05
310	PSL - Retail Core	1.56%	$0.10
311	PSL - Restaurants Core	1.56%	$0.10
312	PSL - Hotels/Car Rentals Core	1.58%	$0.10
313	PSL - Passenger Transport Core	1.75%	$0.10
314	PSL - Card Not Present / E-Commerce Core	1.87%	$0.10
315	PSL - Key Entry Core	1.87%	$0.10
318	Mid Submission Level Core	2.40%	$0.10
319	Base Submission Level Core	2.95%	$0.10
320	Consumer Adj. Voucher Program 1 Core	2.07%	$0.00
321	Consumer Adj. Voucher Program 2 Core	2.02%	$0.00
322	Consumer Adj. Voucher Program 3 Core	1.75%	$0.00
324	PSL - Utilities Core	0.00%	$0.75
325	PSL - Real Estate Core	1.10%	$0.00
326	PSL - Insurance Core	1.43%	$0.05

PC	Discover® Network Non-Pin Debit*	Rate	Per Item
604	PSL - Recurring Payments Debit	1.20%	$0.05
605	PSL - Supermarkets / Warehouse Clubs Debit**	1.02%	$0.16
606	PSL - Emerging Markets Debit	0.90%	$0.20
607	PSL - Public Services Debit	0.90%	$0.20
608	PSL - Express Services Debit	1.55%	$0.04
609	PSL - Petroleum Debit	0.76%	$0.16
610	PSL - Retail Debit	1.02%	$0.16
611	PSL - Restaurants Debit	1.19%	$0.10
612	PSL - Hotels / Car Rentals Debit	1.35%	$0.16
613	PSL - Passenger Transport Debit	1.59%	$0.16

PC	Discover® Network Non-Pin Debit*	Rate	Per Item
614	PSL - Card Not Present / E-commerce Debit	1.62%	$0.16
615	PSL - Key Entry Debit	1.62%	$0.16
618	Mid Submission Level Debit	1.72%	$0.20
619	Base Submission Level Debit	1.89%	$0.25
620	Consumer Adjustment Voucher Program 1 Debit	1.80%	$0.00
621	Consumer Adjustment Voucher Program 2 Debit	1.69%	$0.00
622	Consumer Adjustment Voucher Program 3 Debit	1.35%	$0.00
624	PSL - Utilities Debit	0.00%	$0.75
625	PSL - Real Estate Debit	1.10%	$0.00
626	PSL - Insurance Debit	0.80%	$0.25

*Non-PIN Debit rates apply to U.S. issued consumer debit cards (Check Cards)

For more information regarding your Rates and fees, please call Customer Service.

Other Card Services Supplement to Merchant Services Bankcard Addendum and Attachment II to Schedule A

This Other Card Services Supplement to Merchant Services Bankcard Addendum and Attachment II to Schedule A (referred to herein as the "OCS Supplement") supplements the Merchant Services Bankcard Addendum (the "Bankcard Addendum") and Schedule A to which is attached and sets forth the terms applicable to BAMS provision of the specified services for the Card transactions set forth below:

OTHER CARD SERVICES SUPPLEMENT TO BANKCARD ADDENDUM:

1. **GENERAL**: CUSTOMER understands and acknowledges that BAMS' sole responsibility with respect to Issuer Card transactions shall be to provide the services specified in this OCS Supplement.

In the event CUSTOMER has a separate agreement with an Issuer to accept such Issuer's cards ("**Issuer Agreement**") respective Issuer, all Chargeback and financial obligations including but not limited to fees and issues related thereto shall be governed by the terms of such Issuer Agreement. Notwithstanding the foregoing, in the event BAMS is providing settlement services for Diners Club International and/or JCB transactions, BAMS shall be responsible for providing such services pursuant to the terms of the Bankcard Addendum, except to the extent set forth in Subsection 13.1 thereof, and Section 5 of this OCS Supplement. CUSTOMER shall comply with all terms and conditions of the Issuer Agreement and the applicable rules, regulations, interpretations and other requirements of the respective Issuer and shall not seek authorization for or submit for processing or settlement hereunder any Issuer Card transactions at any time when CUSTOMER does not have in effect a valid Issuer Agreement with such Issuer. CUSTOMER agrees to notify BAMS immediately upon the termination of any Issuer Agreement to which it is a party. Upon such termination, BAMS shall have no further obligations hereunder to provide any services to CUSTOMER with respect to any transactions involving such Issuer Cards.

In the event CUSTOMER does not have a separate Issuer Agreement with a respective Issuer, the Issuer Card services to be provided hereunder shall be in accordance with the terms of the Bankcard Addendum and this OCS Supplement. Issuer Cards shall be considered "Cards" for purposes of Services provided by SERVICERS with respect to them and "Card Organizations" shall be deemed to include any Card Organizations set forth in this OCS Supplement for purposes of such Services.

2. **ISSUER CONSENTS:**

CUSTOMER shall be responsible for obtaining any operational consents required of Issuer to comply with procedures or practices contemplated by both CUSTOMER and BAMS under this OCS Supplement.

3. **AUTHORIZATION SERVICES ONLY:**

In the event BAMS is providing authorization services only for Issuer Card transactions as specified herein, CUSTOMER shall seek such authorization through BAMS. In the event that BAMS is not providing processing services for Issuer Card transactions as specified in this OCS Supplement, CUSTOMER shall be responsible for processing and submitting directly to the applicable Issuer for settlement of such Card transactions.

4. **PROCESSING AND SUBMISSION TO ISSUERS:**

In the event BAMS is providing processing services for Issuer Card transactions as specified herein, CUSTOMER shall submit to BAMS for processing all of CUSTOMER's Issuer Card transactions and BAMS shall process such transactions and transmit them electronically to the applicable Issuer with a summary of such Card transactions

BAMS does not warrant or bear responsibility for the performance of any Issuer in any way.

5. **DISCOVER NETWORK PROCESSING PROVISIONS:**

Acceptance of Discover Network Processed Cards: Except as provided in this Discover Supplement, the terms and conditions governing CUSTOMER's acceptance of Discover Network Cards and any other Card Organization Cards processed via Discover Network, including JCB and Diners Club International Cards, (collectively, "**Discover Network Processed Cards**") are as specified in the Bankcard Addendum. CUSTOMER agrees to follow the Bankcard Addendum concerning CUSTOMER's acceptance of Discover Network Processed Cards.

Any provision contained in the Bankcard Addendum which directs CUSTOMER to contact Discover Network for customer services or for any other inquiry or purpose is modified hereby to provide that CUSTOMER is to contact BAMS for customer service or in relation to such inquiry or purpose.

ATTACHMENT II TO SCHEDULE A:

American Express*	X	Diners Club***	______	Discover® Network***	______
JCB***	______	Fleet*	______	Voyager	______
Wright Express*	______				

*Card processing services for these transaction types may be subject to a separate agreement.

**SERVICERS will settle Voyager transactions directly to merchants. All other Card types listed in this Attachment shall be settled by the Issuer.
***These are Discover Network Processed Cards which will be processed via Discover Network systems and subject to Discover Network Card Organization Rules; BAMS will settle transactions for all Discover Network Processed Cards, unless CUSTOMER is classified by Discover Network as a Discover Direct Strategic Relationship as further described in Subsection 13.1 of the Bankcard Addendum.

1. **FEES:**
Authorization
(Per transaction)

American Express: $0.11of face amount of transaction

General Pricing Information:
Billable Transactions include: purchases, returns, declines, reversals, authorizations & Terminal balancing totals.

Unless expressly set forth above, the Card transaction fee includes authorization and data capture. Settlement and payment for such Card types will be provided by the applicable Issuer, pursuant to the agreement between CUSTOMER and such Issuer.

The fees and charges set forth above are in addition to all other Third Party Based Fees and all fees due and payable to SERVICERS and/or any applicable Person and will be collected by SERVICERS as set forth in the Bankcard Addendum.

General Pricing Information:

BANC OF AMERICA MERCHANT SERVICES, LLC (BAMS)	CITY OF LAS VEGAS (CUSTOMER)
By: ______________	By: ______________ Mark Vincent
Title: ______________	Title: Chief Financial Officer
Date: ______________	Date: ______________

Debit Transactions Supplement to Merchant Services Bankcard Addendum and Attachment III to Schedule A

This Debit Transactions Supplement to Merchant Services Bankcard Addendum and Attachment II to Schedule A ("**Debit Supplement**") is entered into by and among the undersigned Customer ("**CUSTOMER**"), Banc of America Merchant Services, LLC ("**BAMS**") and Bank of America, N.A. ("**BANK**") and supplements the Merchant Services Bankcard Addendum by and among CUSTOMER, BAMS and BANK (the "**Bankcard Addendum**") and Schedule A to Bankcard Addendum to which it is attached and sets forth the additional terms applicable to BAMS' provision of the specific services for the PIN debit Card transactions ("**Debit Services**"). Capitalized terms not defined below have the meanings set forth in the Bankcard Addendum. CUSTOMER understands and agrees that BAMS is the service provider for Debit Services pursuant to the terms herein. The sponsoring member of the Debit Networks is BANK, or its successors or assigns ("Debit Network Bank"). Unless stated otherwise, (i) any reference to the Bankcard Addendum shall include the MSA (as defined in the Bankcard Addendum) and this Debit Supplement, with respect to the Debit Services, and (ii) any reference to this Debit Supplement shall include the MSA and the Bankcard Addendum.
GENERAL: Except and to the extent provided below in this Debit Supplement, the terms and conditions of the Bankcard Addendum (which may be amended from time to time, as provided in the MSA) shall govern CUSTOMER's acceptance of PIN debit Cards and BAMS' provision of Debit Services to CUSTOMER.

DEBIT TRANSACTIONS SUPPLEMENT TO BANKCARD ADDENDUM:

1. Until and unless otherwise authorized by BAMS, CUSTOMER agrees to utilize BAMS compatible Terminals/PIN pads or systems capable of processing all on-line PIN debit Card transactions, and to place them at its Locations. As between BAMS and CUSTOMER, all software residing on these Terminals or systems is the sole property of BAMS. Any software residing in CUSTOMER-owned Terminals or systems must be BAMS compatible. CUSTOMER's placement of the Terminals or system at its Locations shall constitute acceptance of all terms and conditions set forth in this Debit Supplement. CUSTOMER understands and agrees that neither BAMS nor BANK bear any responsibility whatsoever for CUSTOMER's-owned inoperative Terminals or Merchant Systems (or Software if applicable). In the case of an inoperative Terminal or Merchant System CUSTOMER shall consult CUSTOMER's warranty, or Terminal maintenance addendum, as applicable.

2. CUSTOMER agrees to submit all debit Card transactions and to abide by Applicable Law and the Card Organization Rules of the applicable PIN Debit Network(s) selected by CUSTOMER. CUSTOMER understands and agrees that neither BAMS nor Debit Network Bank has any responsibility or liability for any debit Card transactions. CUSTOMER agrees to hold BAMS and Debit Network Bank harmless from any and all claims, actions, proceedings and other liability which may arise pertaining to such debit Card transactions. In no event shall BAMS or Debit Network Bank be liable for special, consequential or exemplary damages, including lost profits, revenues and business opportunities.

3. CUSTOMER understands and agrees that the Debit Services are being provided by BAMS and not Debit Network Bank, and therefore Debit Network Bank shall have no liability whatsoever regarding the Services provided by BAMS.

4. Upon notice to CUSTOMER, another Debit Network member may be substituted for Debit Network Bank under whose sponsorship this Supplement is performed. Upon substitution, such other Debit Network member shall be responsible for all obligations required of Debit Network Bank, including without limitation, as may be expressly required by applicable Card Organization Rules. Subject to Card Organization Rules, BAMS and Debit Network Bank may assign or transfer this Supplement and their rights and obligations hereunder and may delegate their duties hereunder, in whole or in part, to any third party, whether in connection with a change in sponsorship, as set forth in the preceding sentence, or otherwise, without the notice to or consent of CUSTOMER.

5. CUSTOMER further understands that any claims it may have regarding the Debit Services may not be offset against non PIN Debit sales.

6. CUSTOMER assumes all responsibility for paper copy of debit Card transactions, pursuant to the appropriate Debit Network rules.

7. The fees for the Debit Network used to process your transaction will be applied. Which Debit Network will be used will depend upon the availability of the Debit Network at the time of the transaction, whether a particular PIN Debit Card is enabled for a particular Debit Network, the routing requirements established by the Debit Networks and the Issuers, or other factors. CUSTOMER agrees that SERVICERS may, in their sole discretion, utilize any Debit Network available to SERVICERS for a given transaction.

ATTACHMENT III TO SCHEDULE A TO BANKCARD ADDENDUM:

8. **CUSTOMER shall be responsible for the following debit related fees:**

BAMS DEBIT FEE	$ 0.11 per transaction
Debit Adjustments	$15.00

General Pricing Information:

1. Billable Transactions include: purchases, returns, declines, reversals, and authorizations.

2. The Debit Network transactions include authorization, settlement and sponsorship.

3. The fees and charges set forth above are in addition to all other Third Party Based Fees and all fees due and payable to SERVICERS and/or any applicable Person, will be collected by SERVICERS as set forth in the Bankcard Addendum. In addition, CUSTOMER will also be charged the Debit Network fees on a per transaction per Debit Network basis, pursuant to Sections 8 and 9, above.

CUSTOMER AGREES THAT THE ABOVE-REFERENCED DEBIT NETWORK FEES ARE CONTROLLED BY SAID DEBIT NETWORK(S) AND ARE SUBJECT TO CHANGE BY THE DEBIT NETWORK(S) AND THEREFORE TO THE CUSTOMER AT ANY TIME. SERVICERS WILL USE COMMERCIALLY REASONABLE EFFORTS TO NOTIFY CUSTOMER PRIOR TO ANY EFFECTIVE CHANGE.

NOTWITHSTANDING THE ABOVE, CUSTOMER WILL BE GIVEN WRITTEN NOTICE THIRTY DAYS BY SERVICERS PRIOR TO OTHER CHANGES IN FEES. CUSTOMER AGREES TO COMPLY WITH APPLICABLE LAW. CUSTOMER ACKNOWLEDGES THAT DEBIT TRANSACTIONS ARE GOVERNED BY DEBIT NETWORK REGULATIONS AS WELL AS FEDERAL AND STATE LAW, INCLUDING THE ELECTRONIC FUNDS TRANSFER ACT (KNOWN AS REGULATION E) AND AGREES TO BE COMPLIANT WITH SUCH REGULATIONS.

CITY OF LAS VEGAS (CUSTOMER)	BANC OF AMERICA MERCHANT SERVICES, LLC (BAMS)
By:____________________	By:____________________
Title: Mark Vincent, Chief Financial Officer	Title:____________________
Date:____________________	Date:____________________

EQUIPMENT PURCHASE AND RENTAL SUPPLEMENT TO MERCHANT SERVICES BANKCARD ADDENDUM

This Equipment Purchase and Rental Supplement to Merchant Services Bankcard Addendum ("**Equipment Supplement**") is being entered into by and between Banc of America Merchant Services, LLC ("**BAMS**") and the party identified on the signature panel of this Equipment Supplement ("**CUSTOMER**") and supplements the Merchant Services Bankcard Addendum ("**Bankcard Addendum**") to MSA (as defined in the Bankcard Addendum). In this Equipment Supplement, the words "we", "our" and "us" refer to BAMS and its successors and assigns and the words "you" and "your" refer to CUSTOMER and its permitted successors and assigns. References to the MSA and Bankcard Addendum in this Equipment Supplement shall include this Equipment Supplement. Capitalized terms not defined in this Equipment Supplement are defined in the Bankcard Addendum.

Unless otherwise expressly provided in the MSA, this Equipment Supplement, (i) references to each Addendum and Supplement in the MSA shall be deemed to include this Equipment Supplement and (ii) references to an Addendum in the MSA shall be deemed to include the Bankcard Addendum and this Equipment Supplement. To the extent the terms of this Supplement directly conflict with the terms of the Bankcard Addendum or MSA, this Equipment Supplement shall control.

This Equipment Supplement governs any equipment that is rented to you on a month to month basis or that is sold to you by BAMS under the purchase or rental agreements and/or other documentation provided in connection with the purchase or rental of Equipment ("**Equipment Documents**"). If the Equipment Documents provide that your equipment is leased, then your lease is governed by a separate Addendum to the MSA with one of our Affiliates ("**Lease Addendum**"). Equipment rented to or purchased by you under the Equipment Documents is referred to in this Equipment Supplement as the "**Equipment**." THE EQUIPMENT IS NOT BEING SOLD OR RENTED TO YOU FOR HOME OR PERSONAL USE. Sales and rentals of equipment are made by BAMS.

YOU ACKNOWLEDGE THAT THE EQUIPMENT AND/OR SOFTWARE YOU PURCHASED OR RENT FROM US MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS. WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH SOFTWARE AND/OR EQUIPMENT COMPATIBLE WITH ANY OTHER PROCESSING SYSTEMS. IN THE EVENT THAT YOU ELECT TO USE ANOTHER PROCESSING SERVICE PROVIDER UPON THE TERMINATION OF THE BANKCARD ADDENDUM, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT AND/OR SOFTWARE RENTED OR PURCHASED HEREUNDER.

1. **Purchased Equipment; Supplies.** We will sell to you, and you will buy from us the Equipment identified in the Equipment Documents throughout the term of the Bankcard Addendum as being purchased by you (individually and collectively, the "**Purchased Equipment**"), free and clear of all liens and encumbrances (subject to Section 7), except that any "Software" (as defined in Section 8) will not be sold to you outright but instead will be provided to you pursuant to, and subject to the conditions of Section 8 of the Bankcard Addendum. You shall pay the purchase price specified for the Purchased Equipment and the related software license(s), including all applicable Taxes, in accordance with the Equipment Documents or at our option, such amounts will be collected by us by debits or deductions pursuant to Section 5. We will provide you supplies as requested by you from time to time. You shall pay the purchase price for such supplies, plus shipping and handling charges, including all applicable Taxes, prior to delivery of the supplies or upon invoice, as specified by us, or at our option, such amounts will be collected by us by debits or deductions pursuant to Section 5. (Maintenance and repair of merchant-owned equipment is your responsibility). Should your terminal become inoperable, we can provide you with equipment at a monthly rental fee. There will also be a nominal shipping and handling fee. For such rental equipment contact the POS Help Desk.

2. **Rental Equipment.** We agree to rent to you and you agree to accept and rent from us the Equipment identified in the Equipment Documents as being rented to you (individually and collectively, the "Rental Equipment"), according to the terms and conditions of this Equipment Supplement. In addition, any Equipment ordered by and rented to you during the term of the Bankcard Addendum shall constitute Rental Equipment and be governed by the terms of this Equipment Supplement.

3. **Effective Date and Term of Equipment Supplement.** This Equipment Supplement shall become effective on the first date you receive any piece of Equipment covered by this Equipment Supplement. This Equipment Supplement will remain in effect until all of your obligations and all of our obligations under the Bankcard Addendum have been satisfied. We will deliver the Equipment to the site designated by you. You shall be deemed to have accepted each piece of Equipment at the earlier of: (a) your actual acceptance after installation, (b) delivery to you if your site is not prepared and ready for installation, or (c) for Equipment that we have not agreed to install for you, seven (7) days after shipment of each such piece of Equipment. The rental period with respect to each piece of Rental Equipment shall commence on the date such Equipment is deemed accepted and shall terminate at the scheduled termination date (but not upon any early termination) of the Bankcard Addendum and/or any other agreement then in effect with us for Card services. The provisions of this Equipment Supplement shall survive the termination of the Bankcard Addendum and continue until all Rental Equipment is returned or paid for.

   Warranties, if any, for First Data POS Value Exchange ℠ Equipment or Software originate from the third party provider or manufacturer ("Vendor"). Materials or documents, if any, setting forth warranty terms, conditions, exceptions, exclusions and disclaimers will be contained within the First Data POS Value Exchange ℠ Equipment or Software packaging shipped from the Vendor. We do not make or provide any warranty with respect to the First Data POS Value Exchange ℠ Equipment or Software or any related services provided hereunder, and specifically disclaim all other warranties of any kind, express or implied, including warranties of merchantability, fitness for a particular purpose or noninfringement, arising out of or related to them, which are hereby excluded by agreement of the parties. We will only provide help desk support and related services for First Data POS Value Exchange ℠ Equipment purchased from us hereunder, and will not provide any such support or related services for any other products or equipment.

4. **Site Preparation. Installation & Maintenance.** You will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date.

- Upon request, you must allow us (or our agents) reasonable access to the premises where Authorization terminals or other communications Equipment (e.g., printers) are or will be located.
- Any alterations required for installation of Authorization terminal(s) or other communications Equipment will be done at your expense.
- Only we or our agents can alter or modify Authorization terminal(s) or other communications equipment owned by us.
- If a terminal or printer appears to be defective, you must immediately call the POS Help Desk.
- You are responsible for safeguarding Equipment from loss, damage, unauthorized use, misuse or theft; we should be notified immediately if any of the foregoing occurs.
- If necessary, we will assist you in obtaining replacement Equipment. If you fail to return any defective Equipment, you may be responsible for its replacement value and for any legal and/or collection costs incurred by the Equipment owner in connection with recovering Equipment.
- You are responsible for keeping all communication Equipment free of any claims, liens and legal processes initiated by creditors.
- Equipment may not be subleased at any time. The cost of comparable new Equipment, as well as any associated legal and/or collection costs incurred by us or the owner of the Equipment, will be assessed to you for each piece of Equipment not returned upon termination of the Bankcard Addendum by either party, or upon request for the return of the Equipment for any reason.
- You may not relocate, remove, disconnect, modify or in any way alter any equipment used in connection with the Services without first obtaining our permission.
- You must provide us with thirty (30) days' prior written notice to request the relocation of any Equipment.
- Should you require additional equipment, you must contact Relationship Management or Customer Service (there may be additional costs or fees charged to you in connection with any new equipment ordered, including download fees).

You shall ensure the following requirements have been met at each of your locations prior to any appointment for installation of the First Data POS Value Exchange SM Equipment: (i) retail counter prepared for the products – minimum dimensions for each component; (ii) retail counter grommet hole drilled if CPU box below the counter; (iii) retail counter has valid, working IP connectivity to Internet; (iv) network cable in place between POS stations if multi-lane; (v) specified power to POS retail counter; (vi) product boxes within short distance from POS retail counter. You shall comply with the following during installation of First Data POS Value Exchange SM Equipment: (i) access to POS retail counter with no interruptions by merchant staff; (ii) merchant store manager available for scheduling of installation services and sign-off.

5. **Payment of Amounts Due.**

(a) You agree to pay the monthly rental charge specified in the Equipment Documents which shall be due and payable on the first day of each month of the rental period for each piece of Rental Equipment, except that the first payment of the monthly rental charge for each piece of Rental Equipment shall be due and payable upon acceptance of such Equipment by you at the location designated in the Equipment Documents or, upon delivery if the site is not prepared for installation (as provided in Section 3). The monthly rental charge for fractions of a calendar month shall be prorated based on a thirty (30) day month.

(b) You hereby authorize us to collect all amounts due from you under this Equipment Supplement and any Equipment Documents by initiating debit entries for such amounts to the Settlement Account or by deducting such amounts from amounts due to you from us, BANK or PROVIDERS under any other Addenda to the MSA, as further described in Section 14 of the Bankcard Addendum.

(c) In addition to the purchase price or monthly rental charge due hereunder, you shall pay, or reimburse us for, amounts equal to any Taxes levied or based on such charges or on the Bankcard Addendum or the Equipment and related supplies or any services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise taxes, exclusive, however, of taxes based on our net income.

(d) Separate charges will apply for supplies; they are not included in monthly rental charges.

6. Use and Return of Equipment; Insurance.

(a) You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer and in connection with the Services. You shall not use the Equipment, or permit the Equipment to be used, in any manner or for any purpose for which the Equipment is not designed or reasonably suited.

(b) You shall not permit any physical alteration or modification of the Equipment without our prior written consent.

(c) You shall not change the installation site of the Equipment without our prior written consent, which consent we will not unreasonably withhold.

(d) You shall not assign your rights or obligations under this Equipment Supplement, or pledge, lend, create a security interest in, directly or indirectly create, incur, assume or allow to exist any other consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Rental Equipment to any other person, firm or organization without our prior written consent. Any such assignment, delegation, sublease, pledge, security interest or lien in the absence of such consent shall be void.

(e) You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all legally required permits for the Equipment.

(f) We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.

(g) Promptly upon termination of all applicable rental periods or promptly following any action by us pursuant to Section 11(b), you shall deliver possession of the Rental Equipment (including all attachments and parts) to us at your cost in the same operating order, repair, condition and appearance that the Rental Equipment had at the time of its delivery to you, reasonable wear and tear excepted.

(h) For each item of Rental Equipment that you fail to return to us at your cost in the same operating order, repair, condition and appearance that it had at the time of delivery to you, reasonable wear and tear excepted, by the 10th Business Day after (i) termination of the applicable rental period, or (ii) any action by us pursuant to Section 11(b), you agree to pay us the greater of $250 or the fair market value of such item of Equipment if it were in the condition described above, as determined by us. We may collect such amounts in the manner provided in Section 5 and to the extent we are unable to do so, you agree to pay us the amounts owed promptly.

(i) Except for Purchased Equipment that has been paid for in full, the Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment indicating our ownership.

(j) You shall keep the Rental Equipment adequately insured against loss by fire, theft and all other hazards (comprehensive coverage). The loss, destruction, theft of or damage to the Rental Equipment shall not relieve you from your obligation to pay the full purchase price or rent payable hereunder.

(k) Except for Purchased Equipment that has been paid in full, the Equipment shall be kept at the address indicated in the Equipment Documents and shall not be removed from there without our prior written consent (except where normal use of the Equipment requires temporary removal).

(l) In order to return Equipment, you should:

- Call Customer Service for the address of the location to send the Equipment.
- The following information must be included within the shipping box:

  1. Company name, complete address and phone number.
  2. Name of person to contact if there are any questions.
  3. Your Merchant Account Number.
  4. Serial number of the Equipment (found on the underside of it).

- Please maintain proof of delivery documents for your records, and the Equipment serial number.

- Rental fees may be continued until Equipment is returned.

7. **Security Interest; Financing Statements.** You hereby grant to us a security interest in (a) all Purchased Equipment and the related Software to secure payment of the purchase price, and (b) all Rental Equipment and the related Software to secure payment of the monthly payments therefor and authorize us to file financing statements with respect to the Equipment and the Software in accordance with the Uniform Commercial Code, signed only by us or signed by us as your attorney-in-fact.

8. **Software License.** Anything in this Agreement to the contrary notwithstanding, we retain all ownership and copyright interest in and to all software, computer programs, related documentation, technology, know-how and processes embodied in or provided in connection with the Equipment (collectively "Software"), and you shall have only a nonexclusive license to use the Software in your operation of the Equipment. You shall not reverse engineer, disassemble or decompile the Software. You shall not give any Person access to the Software without our prior written consent. Your obligations under this Section 8 shall survive the termination of the Bankcard Addendum.

   You acknowledge that Software embodied in or provided in connection with the Data POS Value Exchange SM Equipment is owned and copyrighted by third party suppliers, including Hewlett-Packard Co. and Microsoft, Corp., and nothing in this Equipment Supplement confers any title or ownership of any such Software to You or shall be construed as a sale of any rights in any such Software to You. You agree to accept, agree to and be bound by all applicable terms and conditions of use and other license terms applicable to such Software.

9. **Limitation on Liability.** Notwithstanding any provision of this Equipment Supplement to the contrary, our liability arising out of or in any way connected with the Equipment shall not exceed the purchase price or prior twelve month's rent, as applicable, paid to us for the particular Equipment involved.

10. **Indemnification.** Subject to the limitations and immunities of NRS Chapter 41, you shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses, resulting from (a) the purchase, delivery, installation, acceptance, rejection, ownership, leasing, possession, use, operation, condition, liens against, or return of the Equipment, or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

    In addition to your other obligations hereunder, You acknowledge and agree that the "use" and "operation" of the Equipment for which you will indemnify and hold us harmless shall include, but not be limited to, You loading additional software onto Equipment or using such software, or using Equipment or Software to access the Internet.

11. **Default; Remedies.**

    (a) If any debit of your Settlement Account initiated by us for rent and/or other charges due hereunder is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision in this Equipment Supplement, or if any other default occurs under the Bankcard Addendum, any such event shall be a default hereunder.

    (b) Upon the occurrence of any Event of Default, we may at our option, effective immediately without notice, either: (i) terminate the period of rental and our future obligations under this Equipment Supplement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, in which case this Equipment Supplement shall terminate as soon as your obligations to us are satisfied, or (ii) accelerate and declare immediately due and payable all monthly rental charges for the remainder of the applicable rental period and proceed in any lawful manner to obtain satisfaction of the same.

CITY OF LAS VEGAS (CUSTOMER)	BANC OF AMERICA MERCHANT SERVICES, LLC (BAMS)
By:____________ Mark Vincent	By:____________
Title: Chief Financial Officer	Title:____________
Date:____________	Date:____________