

**AGENDA
TOWN OF NEW BALTIMORE, COUNTY OF GREENE
TOWN BOARD REGULAR MEETING**

AUGUST 22, 2022

Please turn off all cell phones and electronic devices.

Reports

Supervisor

County Legislator

Town Clerk

- Resolution to Authorize the Supervisor to Execute an Agreement with Value Payment Systems for Online and In-Person Payments at the Town Clerk's Office
- August 8, 2022 Town Board Work Meeting

Historian

Agriculture/AgFest (Chair Boehlke/Member Irving)

Animal Control (Chair Irving, Member Ruso)

Assessment (Chair VanEtten/Member Ruso)

- Resolution to Authorize the Supervisor to Execute an Agreement for Legal Services for Notice of Verified Petition Filed by Serta Simmons Bedding, LLC and SSB Manufacturing Company

Audit and Budget (Chair Ruso/Member Downes)

Buildings & Grounds/Recycling (Chair Irving/Member Boehlke)

Building Inspector/Code Enforcement Officer (Chair Downes/Member Ruso)

Fire, EMS & Law Enforcement (Chair Dellisanti/Member Downes)

Grants/Promotions/Economic Development (Chair VanEtten/Member Ruso)

Greene County Planning Board (Boehlke)

Highway (Chair Ruso/Member Downes)

Insurance (Chair Ruso/Member Downes)

Personnel (Chair Ruso/Member VanEtten)

Planning Board/Zoning Board of Appeals (Chair Boehlke/Member Irving)

Seniors (Chair VanEtten/Member Downes)

Technology/Website (Chair Downes/Member Boehlke)

- Resolution to Authorize the Supervisor to Sign an Agreement for a Computer Lease for the Town Clerk
- Resolution to Authorize the Supervisor to Sign an Agreement for a Computer Lease for the Assessor
- Resolution to Authorize the Supervisor to Sign an Agreement to Replace Two Wireless Access Points at Town Hall

Town Courts (Chair VanEtten/Member Ruso)

Veterans and Memorials (Chair VanEtten/Member Irving)

Wastewater Treatment (Chair Irving/Member Boehlke)

Youth, Parks and Recreation (Chair VanEtten/Member Boehlke)

Upcoming Meetings

- September 7, 2022 Zoning Board of Appeals Meeting if Needed
- September 8, 2022 Planning Board Meeting at 7 PM
- September 12, 2022 Town Board Regular Meeting at 7 PM
- September 17, 2022 Townwide Yard Sale at 9 AM

- September 26, 2022 Town Board Work Meeting at 7 PM

Public Comment Period/Community Events
Audit of Claims

Adjournment

****** Agenda Subject to Change******

GUIDELINES FOR PUBLIC CONDUCT DURING TOWN BOARD MEETINGS

1. The Supervisor shall preside at the meetings of the Town Board. In the absence of the Supervisor, the Deputy Supervisor shall be the acting Supervisor. In the event both the Supervisor and the Deputy Supervisor are absent, the other members shall designate one of their members to act as temporary chairman. A majority of the Board shall constitute a quorum for the transaction of business, but a lesser number may adjourn.
2. Town residents who wish to speak shall fill out a card at the entrances of the meeting room listing their name, contact information, and the subject matter in which they would like to speak. These cards will be collected prior to the beginning of the Town Board meeting and given to the Town Supervisor or Deputy Supervisor in the absence of the Supervisor.
3. Speakers must be recognized by the presiding officer and then proceed to the lectern and state their name and address. They must limit their remarks on official town business to up to three minutes on a given topic and may not yield any remaining time to another speaker. They must address their remarks to the Board as a body and not to any member thereof and not to other members of the audience in the form of a debate.
4. Speakers should present their remarks in a courteous manner and may not make disparaging remarks or personal comments about public officials, town residents, or others. All speakers will observe the commonly accepted rules of courtesy, decorum, dignity, and good taste with no cursing, swearing, clapping, booing, finger pointing, bullying, whispering, or talking that disrupts the proceedings of the business of the Town Board.
5. Any speaker who disregards the directives of the presiding officer in enforcing the rules, disturbs the peace at a meeting, makes impertinent or slanderous remarks, or generally conducts themselves in an inappropriate manner shall be barred from further participation and will forfeit any balance of time remaining for their comments.
6. After a final warning, if a speaker willfully refuses to step down, the Town Supervisor shall contact the appropriate authorities to remove the speaker from the meeting room and to restore order.
7. The Town Supervisor, or in their absence the Deputy Supervisor, shall ensure compliance with these rules.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

**RESOLUTION 117-2022
AUGUST 22, 2022**

**RESOLUTION TO AUTHORIZE THE SUPERVISOR TO EXECUTE AN
AGREEMENT WITH VALUE PAYMENT SYSTEMS FOR
ONLINE AND IN-PERSON PAYMENTS AT THE TOWN CLERK'S OFFICE**

WHEREAS the Town of New Baltimore wishes to accept debit, credit card, and e-check payments for property taxes; sewer and water fees; building permits; and other licensing services for the convenience of residents.

WHEREAS two proposals were procured, three Towns were contacted with recommendations, and the Town Clerk is recommending Value Payment Systems.

WHEREAS the service is 100 percent funded by the convenience fee charged to the cardholder which is 2.5% for both debit and credit cards, \$1.95 for E-checks with a minimum of \$1.95 for nontax payments and \$3.95 for tax payments.

RESOLVED the Town Supervisor is authorized to enter into an Agreement with Value Payment Systems

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

**RESOLUTION 118-2022
AUGUST 22, 2022**

**RESOLUTION TO AUTHORIZE THE SUPERVISOR TO AN EXECUTE
AGREEMENT FOR LEGAL SERVICES FOR NOTICE OF VERIFIED PETITION
FILED BY SERTA SIMMONS BEDDING, LLC AND
SSB MANUFACTURING COMPANY**

RESOLVED that Dreyer Boyajian LLP is hereby retained to provide legal services in connection with Notice and Petitions regarding the assessments for Serta Simmons Bedding, LLC and SSB Manufacturing Company at the hourly rate of \$350 for attorneys and \$125 for paralegal/law clerks.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

**RESOLUTION 119-2022
AUGUST 22, 2022**

**RESOLUTION TO AUTHORIZE THE SUPERVISOR TO
SIGN AN AGREEMENT FOR A COMPUTER LEASE FOR THE TOWN CLERK**

RESOLVED that the Town Supervisor is authorized to sign an agreement for a five-year lease of a laptop, dock and monitor for the Town Clerk at the quarterly cost of \$195 and one-time cost of \$99.99 for hardware and \$413 for configuration, Quote JW004712 v1.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 120-2022

AUGUST 22, 2022

**RESOLUTION TO AUTHORIZE THE SUPERISOR TO SIGN AN AGREEMENT
FOR A COMPUTER LEASE FOR THE ASSESSOR**

RESOLVED that the Town Supervisor is authorized to sign an agreement for a three-year lease of a desktop computer for the Assessor at the quarterly cost of \$112.50 and one-time cost of \$99.99 for hardware and \$413 for configuration, Quote JW 004701.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 121-2022

AUGUST 22, 2022

**RESOLUTION TO AUTHORIZE THE SUPERVISOR TO SIGN AN AGREEMENT
TO REPLACE TWO WIRELESS ACCESS POINTS AT TOWN HALL**

WHEREAS the current donated wireless access points at Town Hall installed three years ago have reached their end of life.

RESOLVED that the Town Supervisor is authorized to sign an agreement for two Ubiquiti Unifi UAP AC PROs for \$339.98, WatchGuard 3 Year Renewal at \$1,125, and \$204.60 for configuration, Quote JW004677 v1.

TOWN OF NEW BALTIMORE, COUNTY OF GREENE

RESOLUTION 122-2022

AUGUST 22, 2022

RESOLUTION TO AUTHORIZE SUPERVISOR TO PAY AUDITED CLAIMS

WHEREAS the Town Clerk has presented claims to the Town Board for audit and review, and

WHEREAS the Town Board has audited claims 2022b-08-01 to 2022b-08-, it is

RESOLVED that the Supervisor is hereby authorized to pay claims 2022b-08-01 to 2022b-08-.

BE IT FURTHER RESOLVED that the Town Clerk will prepare an abstract and hold it for public review until September 30, 2022.



PAYMENT PROCESSING SERVICES STATEMENT OF WORK

between

Value Payment Systems, LLC

("Provider")

having its principal place of business at:

155 Franklin Road, Suite 330
Brentwood, Tennessee 37027

and

Town of New Baltimore NY

("Merchant")

having its principal address at:

3809 County Route 51
Nannacroix, NY 12087

THIS PAYMENT PROCESSING SERVICE STATEMENT OF WORK (this "**SOW**") is made and entered into as of the ____ day of _____ 20__ ("**Effective Date**") by and between Value Payment Systems, LLC ("**Provider**") and the Town of New Baltimore ("**Merchant**"). Merchant and Provider may each be referred to individually as a "**Party**" and together as the "**Parties**."

The Terms and Conditions located at https://govcontract.wpengine.com/payment_processing/ are incorporated by reference.

TERM

This SOW will commence upon the Effective Date and continue for three (3) years, at which point in time the SOW will automatically renew for successive one (1) year periods unless either party, at least sixty (60) days prior to the expiration of the then applicable term, provides the other with written notice of its desire to terminate this SOW.

STRATEGY

After the contracting process has ended, Provider will build and the maintain payment channel(s), as defined below, to allow Merchant to securely accept, validate, and track payment data from its Customers. Where Web E-Payment System is in scope, an initial test site will be built to load all data received from Merchant and Municipality on this test site, Provider will build logic and business rules to govern the hosted data. Once the web services have been properly built, tested, and reviewed, Provider will establish Merchant Identification credentials. Web services and Merchant Identification credentials will be applied and integrated into the hosted site and data backed payments will be tested. Once the payments are tested, Provider will initiate training for all Merchant personnel, done remotely. Upon successful training, the hosted website will be moved into a production environment and undergo a subsequent round of testing. After testing and validation of the data, Merchant will direct Provider to launch the site.

The date of System launch ("**Go-Live**") will be targeted during an implementation kickoff call with all relevant stakeholders. The successful completion of this Statement of Work is dependent on Merchant reviewing test content, data, and functionality in a timely manner, and providing an appropriate level of operational and strategic engagement to participate in training, deploy the solution into production environments, and follow through with the responsibilities listed below.

SCOPE

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Merchant will make resources available to assist Provider in the timely launch of the payment processing program. Provider cannot be held accountable for unreasonable Merchant delays and may choose to delay the implementation should Merchant not be able to provide appropriate resources. If system does not launch within twelve (12) months of signature date due to Merchant delays, the full implementation fee will become due. Otherwise, there is not cost for the implementation or services provided unless specified herein.

Payments are deposited daily into a custodial account and transferred by ACH electronic transfer to Merchant daily. The payment will be accompanied by a reconciliation detailing the payments included. Any money transfer fees will be absorbed by Provider.

2. E-Payment System Utilization

- 2.1. Merchant will make Provider's Services available to its Customers through various means of communication, including a) through billing statements, invoices and other payment notices; b) by providing IVR and Web payment details on the Merchant's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) through the Merchant's general IVR/Phone system and d) other channels deemed appropriate by the Merchant.

- 2.2. Provider shall provide the Merchant with logos, graphics, and other marketing materials for use in its communication with its Customers regarding the payment services provided by Provider. Both parties agree that Provider will be presented as the primary payment method option. Merchant will communicate the Provider payment Service option to its Customers wherever the Merchant generally communicates its other payment methods.

- 2.3. Payments types shall be processed through the payment channels defined in this SOW as marked (☒):

- | | |
|--|---|
| <input checked="" type="checkbox"/> Tax | <input type="checkbox"/> Parks & Recreation |
| <input checked="" type="checkbox"/> Utilities | <input type="checkbox"/> Child Support |
| <input checked="" type="checkbox"/> Misc. Town Clerk | <input type="checkbox"/> Permits |
| <input type="checkbox"/> Licenses | |

3. **Provider Deliverables:** Provider shall deliver the following, included as marked (☒):

3.1. ☒ Web E-Payment System

- 3.1.1. Provider shall build, host and maintain Merchant-specific website(s) for Merchant. Provider will purchase a URL.
- 3.1.2. Provider will provide a secure website that will allow payers to enter their pertinent information, e.g., citizen name or other unique identifier, and then proceed to pay with a credit or debit card.
- 3.1.3. System will collect and transmit payment information for authorization and settlement.
- 3.1.4. System will provide method of transferring transaction data back to Merchant.
- 3.1.5. The payer will be simultaneously advised via automated email that the transaction has been completed and will receive further notification when the Merchant processes the payment.

3.2. ☒ Counter E-Payment System

- 3.2.1. Provider shall deliver and configure 2 Ingenico device(s).
- 3.2.2. Provider shall deliver an administrator portal for counter payments.
- 3.2.3. Provider shall remotely upgrade EMV devices as appropriate.
- 3.2.4. Provider shall provide one (1) remote, web-based training session covering setup and use of EMV devices.

3.3. ☐ Phone / Call Center E-Payment System

- 3.3.1. Provider shall provide a toll-free telephonic customer service function to ensure that Customers utilizing the Program have a satisfactory experience that does not require the technological assistance of Merchant personnel.

3.4. ☐ IVR - E-Payment System

- 3.4.1. IVR solution shall be hosted and maintained by Provider.
- 3.4.2. Provider shall configure call scripts according to industry best practices.
- 3.4.3. IVR functionality shall only include search/retrieval and payment processing of Case payments in full.

3.5. ☐ Text and Email Payment System

- 3.5.1. Provider will deliver functionality to allow Customers to set up text (SMS) and/or email payment and notification preferences through their E-Payment System profile. Customers will be required to (i) have a valid payment method stored within their profile and (ii) verify their cell phone number prior to completing registration.

3.6. ☒ eCheck/ACH E-Payment System

- 3.6.1. Provider will configure web E-Payment System to accept eCheck/ACH Payments.

3.7. ☒ Integrations

- 3.7.1. Provider will create/maintain an integration with record management or other system. System integration Statement of Work is in Exhibit B.

3.8. ☒ E-Payment System Training

- 3.8.1. Provider will provide support and training to Merchant personnel via live, web-based session(s). A training schedule will be shared during implementation.

4. **Merchant's Responsibilities:** In order for Provider to provide the Services outlined in this SOW, the Merchant shall deliver the following, included as marked (☒):

4.1. ☒ General

- 4.1.1. If eCheck/ACH is in scope, provide ACH forms required for the remittance of funds.
- 4.1.2. Attend client care calls as requested.
- 4.1.3. Notify Provider of changes to any state, county, or municipal mandates or laws.
- 4.1.4. Revoke system access of terminated Merchant employees at time of termination.

4.2. ☒ Web E-Payment System

- 4.2.1. For the duration of this SOW, Merchant will maintain an active link connecting the Merchant website and the Provider payment portal in a prominent and mutually agreed location on the Merchant website.

4.3. ☒ Counter E-Payment System

4.3.1. Merchant will keep all point-of-sale terminals in good order and repair except for normal wear and tear in the ordinary course of business.

4.4. ☒ Integrations

4.4.1. The Merchant, via their BAS record management system, will update Provider's payment program on a near real-time basis, with data on all open and payable records from the Merchant's server. Upon exchange of the data, the information may be accessed, and payment made by the Customer. Record management system integration Statement of Work is in Exhibit B.

SIGNATURES

In witness whereof, the Parties have executed this SOW by their duly authorized representatives as of the date first above written.

Town of New Baltimore, NY

Value Payment Systems, LLC:

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A: FEES**1. E-Payment System**

In consideration for the provision of the development, hosting, application, customer service, and processing fees related to the E-Payment System, Customers will pay applicable fees ("**Convenience Fees**") and/or Merchant will be billed applicable fees ("**Merchant Absorbed Fees**") associated with payment transactions marked (☒) as follows:

Payment Channel	Transaction Type	Fee Structure	Merchant Absorbed
☒ Online (via web or mobile device)	☒ Credit Cards ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express	For each transaction, the higher of: 2.50% per transaction or \$3.95 minimum fee per transaction for tax payments \$1.95 minimum fee per transaction for non-tax payments	<input type="checkbox"/>
	☒ Debit Cards ☒ Visa ☒ Mastercard ☒ Discover		
	☒ PayPal / PayPal Credit / Venmo		
	☒ E-Check / ACH	\$1.95 per transaction	<input type="checkbox"/>
☒ Counter (in-office via PCI compliant, EMV ready card readers)	☒ Credit Cards ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express	For each transaction, the higher of: 2.50% per transaction or \$3.95 minimum fee per transaction for tax payments \$1.95 minimum fee per transaction for non-tax payments	<input type="checkbox"/>
	☒ Debit Cards ☒ Visa ☒ Mastercard ☒ Discover		

2. Implementation Services

Only the services marked (☒) will be implemented. Fees will be waived if Merchant implements E-Payment System within twelve (12) months:

Implementation Service	Fee Recurrence	Fee
☒ E-Payment System Deployment & Program Implementation	One-time	\$10,000.00 Waived
<input type="checkbox"/> IVR Implementation	One-time	
☒ Web Services or API Implementation	One-time	\$5,000.00 Waived
<input type="checkbox"/> File Integration	One-time	
☒ Support & Training (2 hour(s))	Per hour	\$150.00 Waived
☒ POS Terminals (1 terminal(s))	Per unit	\$350.00 Waived

3. Ongoing Services

Payment processing and development services to be funded by Merchant, as marked (☒):

Service	Fee Recurrence	Fee
<input type="checkbox"/> Address Verification	Per occurrence	
<input type="checkbox"/> Chargeback Processing	Per occurrence	
<input type="checkbox"/> Statement Fee	Per occurrence	

EXHIBIT B: INTEGRATION SCOPE

1. Merchant will make Edmunds GovTech/BAS ("**Software Vendor**") aware of the requirement to integrate with the Provider E-Payment system and of the anticipated Go-Live date contemplated herein. Merchant will compel Software Vendor to assist in setting up direct data interface, including providing all file descriptions or API and/or FTP documentation.
2. If Provider is delivering a web service or API service, Provider will need access and resources from the Merchant to ensure both systems from each company can interface and exchange data appropriately. Failure to grant Provider access or a Merchant resource to help support this step of the implementation process will result in delays to the Merchant's Go-Live date.
3. **Provider Responsibilities**
 - 3.1. Provider shall deliver a web service or API service to integrate Merchant's Edmunds GovTech/BAS system with the ePayment System as described in this Agreement. Failure to grant a Merchant resource to help support this step of the implementation process may result in delays to the Merchant's Go-Live date.
 - 3.2. All payment transactions will update the Merchant's Edmunds GovTech/BAS system on a predetermined cadence if write-back capabilities are available.
 - 3.3. If there are designated payments which are ineligible for online payment, Merchant will be able to omit those records from being paid through the Edmunds GovTech/BAS system.
 - 3.4. Determine the data that is necessary for each interface function.
 - 3.5. Create documentation for the interface.
 - 3.6. Provider shall provide access to a dedicated test and production environment for the implementation lifecycle.
4. **Merchant Responsibilities**
 - 4.1. Merchant will actively participate in accomplishing the Go-Live of the Program outlined in the agreed upon timeline.
 - 4.2. Merchant will provide the file format specification currently used to post its payments to the Edmunds GovTech/BAS system. Merchant will fully cooperate with Provider and provide the information required to integrate with the Merchant's system.
 - 4.3. Merchant to provide multiple copies of bills and/or receipts to Provider, if in project scope.
 - 4.4. Merchant is responsible for determining and notifying Provider if a partial or full payment shall be allowed. This notification must take place prior to completion of the Design Document and the beta version of the Merchant site, and no later than thirty (30) days after the Effective Date.
 - 4.5. Merchant shall supply Provider with the following:
 - 4.5.1. Business processes or rules that will govern the interface
 - 4.5.2. Payment information
 - 4.5.3. Any applicable test case scenarios
 - 4.5.4. Applicable collections logic
 - 4.5.5. Applicable custom verbiage to be included by record type
5. **Assumptions**
 - 5.1. Any modifications to the web service or API will be mutually executed via Change Order.

**SUBMITTER MERCHANT
PAYMENT PROCESSING AGREEMENT, INSTRUCTIONS AND GUIDELINES
(Standard MCC – Convenience Fee)**

Worldpay US, Inc. ("Worldpay" or "we", "us", or "our" and the like), for itself and on behalf of Citizens Bank, N.A., a national banking association ("Bank"), is very excited about the opportunity to join Value Payment Systems, LLC ("VPS"), in providing you with state-of-the-art payment processing services. When your customers pay you through VPS, you may be the recipient of a credit card or debit card ("Card") funded payment. The organizations that operate these credit card and debit card systems (such as Visa U.S.A., Inc. and MasterCard International, Inc. (collectively, the "Payment Networks") require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Networks and (ii) agree to comply with the operating rules and regulations of the Payment Networks, as in effect from time to time (collectively, the "Rules") as they pertain to applicable credit and debit card payments you receive through VPS.

By executing this document, you are fulfilling the Payment Network Rules that require you to enter into a direct contractual relationship with a member, and you are agreeing to comply with Payment Network Rules as they pertain to payments you receive through the VPS service. In the event you fail to comply with the Payment Network Rules, you will be liable for all fees and fines imposed by the Payment Networks. We understand and acknowledge that you have contracted with VPS to obtain credit card and debit card processing services on your behalf and that VPS may have agreed to be responsible to you for certain of your obligations to us under this Agreement as specifically set forth in the agreement between you and VPS (your "VPS Customer Agreement").

The following information is designed to inform and assist you as we begin our relationship.

1. Your acceptance of Cards

You agree to comply with all applicable Payment Network Rules. You understand that we may be required to modify these instructions and guidelines in order to comply with requirements imposed by the Payment Networks.

In offering payment options to your customers, you may elect any one of the following options: (1) Accept all types of Visa and MasterCard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards; (2) Accept only Visa and MasterCard credit cards and commercial cards (If you select this option, you must accept all consumer credit cards, but not consumer debit/check cards, and all commercial card products, including business debit/check cards); or (3) Accept only Visa and MasterCard consumer debit/check cards (If you select this option, you must accept all consumer debit/check card products but not business debit/check cards, and refuse to accept any kind of credit cards). The acceptance options above apply only to domestic transactions.

If you choose to limit the types of Visa and MasterCard cards you accept, you must display appropriate signage/postings to indicate acceptance of the limited acceptance category you have selected (that is, accept only debit/check card products or only credit and commercial products). You may not require a cardholder, as a condition for honoring a Card, to sign a statement that waives the cardholder's right to dispute the transaction with the Card issuer.

For recurring transactions, you must obtain a written request or similar authentication from your customer for the goods and/or services to be charged to the customer's account, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

2. Submission of Transactions; Payment

You will transmit, or cause to be transmitted on your behalf, information to us, which information represents your sales to be authorized and settled (paid) by Card transactions. We will process your sales data to facilitate the funds transfer between the various Payment Networks and you for Card sales. After we receive funds for such sales from the Payment Networks, we will make payments to you as more specifically set forth on the Funding Schedule attached hereto.

You must not submit transactions for payment until the goods are delivered, shipped, or the services are performed. If the cardholder disputes being charged for merchandise or services before receiving them, the result may be a chargeback to you ("Chargeback").

3. Chargebacks; Fraud; Temporary Holdback

3.1 Chargebacks. You may receive a Chargeback for a number of reasons. The following are some of the most common reasons for Chargebacks: (1) You do not issue a refund to a customer upon the return or non-delivery of goods or services; (2) An authorization/approval code was required and not obtained; (3) The transaction was fraudulent; (4) The customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or (5) The customer refuses to make payment for a Card sale because in the customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner. You agree to (1) reimburse the Bank or Worldpay (or VPS, if VPS has reimbursed Bank or Worldpay on your behalf) for the amount of the transaction in the event of a Chargeback (the "Transaction Amount") and (2) to pay a handling fee for each Chargeback (the "Handling Fee") unless VPS has agreed to do so on your behalf pursuant to both your VPS Customer Agreement and an agreement between VPS and Worldpay.

3.2 Fraud. You agree to be solely responsible for losses and expenses incurred by Bank or Worldpay as a result of or arising out of the fraud, gross negligence or willful misconduct of your employees, contractors (other than VPS) or agents.

3.3 Temporary Holdback. In addition to any of the other rights granted to the Bank and Worldpay in this Section 3, in the event that the Bank and Worldpay, at any time during the term of this Agreement, determine in their commercially reasonable discretion that it may be prudent or necessary to do so as a result of any unusual or suspicious activity involving your account, a cardholder's account, or otherwise, including, without limitation, money laundering, invalid sales transactions, counterfeit transactions, altered or duplicate transactions, activity related to a suspected compromise of cardholder data or other breach of Data Security Guidelines, or you are identified by a Payment Network as experiencing excessive Chargebacks, the Bank, or Worldpay on behalf of the Bank, may hold funds otherwise due you in the Bank's name and in a non-segregated and non-interest bearing account for a commercially reasonable period as the Bank or Worldpay, in its commercially reasonable discretion deems necessary, to reimburse the Bank and Worldpay for Chargebacks and credits issued by you in respect of such activity, plus other costs or liabilities reasonably anticipated to be due from you to Worldpay or the Bank under the terms of this Agreement as a result of such activity. Worldpay and the Bank shall communicate the findings of the related investigation to you, as well as their determination regarding the disposition of such funds, as soon as possible.

4. Financial Information

You agree to provide such financial information as may be requested by Worldpay or the Bank from time to time during the term of this Agreement in order for Worldpay or the Bank to comply with the Payment Network Rules or to otherwise enable Worldpay and the Bank to assess your financial condition and the related risk associated with your business as it relates to this Agreement.

5. Data Security and Privacy

You represent to us that you do not have access to Card information (such as the cardholder's account number, expiration date, and CVV2) and you will not request access to such Card information from VPS. In the event that you receive such Card information in connection with the processing services provided under this Agreement, you agree that you will not use it for any fraudulent purpose or in violation of any Payment Network Rules or applicable law. Further, in the event you do have access to Card information, you acknowledge that you are bound to abide by all applicable standards, guidelines, practices or procedures recommended or required by the applicable Payment Networks with respect to data security or protection of cardholder data, as such may be amended from time to time (collectively "Data Security Guidelines"), including, without limitation, Payment Card Industry Data Security Standards ("PCI"), PIN Entry Device Standards ("PED"), and Payment Application- Data Security Standards ("PA-DSS"). Currently, the PCI guidelines require Customer (a) to observe, among other things, standards of due care with regard to the protection of sensitive cardholder information; and (b) to insure that the point of sale equipment and applicable software used by Customer comply with PCI guidelines. If you know or suspect a security breach, you must notify us immediately. If a Payment Network requires you to submit to an audit in connection with a breach or suspected compromise of cardholder data or any other breach of Data Security Guidelines, you shall cooperate with such audit and shall be responsible for the cost of the audit. Your obligations under this provision shall survive termination of this Agreement.

6. Disclaimer; Limited Liability

6.1 Disclaimer of Warranties. Worldpay and the Bank hereby disclaim all warranties, with respect to the services and products provided hereunder, whether expressed, implied, statutory or otherwise, including without limitation, any warranty of merchantability or fitness for a particular purpose.

6.2 Limitation of Liability. Under no circumstances shall the financial responsibility of Worldpay or the Bank for any failure of performance by Worldpay or the Bank under this Agreement exceed the fees or charges paid to such party for the transaction or activity that is or was the subject of the alleged failure of performance. In no event shall the Bank or Worldpay, their agents, officers, directors, employees or affiliates, be liable for any special, incidental, consequential, punitive, or exemplary damages or claims by you or any third party relative to the transactions or activities hereunder, whether or not such damages were foreseeable.

7. Term; Termination

7.1 Term. This Agreement shall continue in effect until the earlier of (a) termination or expiration of your VPS Customer Agreement or (b) a period of one year after the date on which your first draft is presented to the Bank following acceptance of this Agreement (as evidenced by an authorized signature hereon) by Worldpay and the Bank. Such term shall automatically renew for successive one year periods at the end of the original and each renewal term, unless any party elects to terminate by giving written notice of non-renewal to the other party 90 days before the expiration of the then current term.

7.2 Termination Without Notice. Worldpay or the Bank may terminate this Agreement without notice, at any time as a result of any of the following events: (a) your material noncompliance with the Rules; (b) any voluntary or involuntary bankruptcy or insolvency proceedings by you, your parent or an affiliated entity; (c) Worldpay or the Bank, in its commercially reasonable discretion, deems you to be financially insecure such that Worldpay or the Bank is at a material risk of loss; (d) you or any other person owning or controlling your business is or becomes listed in the Combined Terminated Customer File (or its equivalent) maintained by the Payment Networks; (e) you materially alter the nature and type of business conducted, or (f) Worldpay or the Bank is prohibited by applicable law from conducting business with you or your principals.

7.3 Additional Rights. Upon notice of any termination of this Agreement, the Bank shall determine, in its commercially reasonable discretion, and the Bank, or Worldpay on behalf of the Bank, may notify you of the estimated aggregate

dollar amount of your Chargebacks, refunds, and other obligations and liabilities that the Bank and Worldpay reasonably anticipate may become due subsequent to termination, and you shall immediately deposit such amount with the Bank or the Bank may withhold such amounts from credits due to you. The Bank is authorized to hold such funds for a reasonable period not to exceed the latter of the ten months after termination of this Agreement or the length of time applicable laws, rules or regulations or Payment Networks impose actual or potential liability upon any party to this Agreement. You shall have no rights to such funds until all of your obligations under this Agreement are satisfied, and Worldpay and the Bank may receive out of such funds those amounts that are or become due to Worldpay and the Bank pursuant to this Agreement.

7.4 Survival. The obligations of all parties hereto incurred prior to the effective date of termination or arising from transactions processed prior to the termination shall survive the termination of this Agreement. In addition to the foregoing and in addition to those sections of this Agreement which by their terms survive, Sections 3.2, 6.1, 6.2, 7.4, and 8.1 through 8.5 shall survive any termination or expiration of this Agreement.

8. General Provisions

8.1 Assignment. You may not assign this Agreement, directly or indirectly, including by operation of law, without the prior written consent of the other parties. Any sale or transfer of equity interests such that the holders of the equity interests as of the date hereof do not own more than 50% of the equity interests immediately after such transfer shall be deemed an assignment of this Agreement.

8.2 Attorneys' Fees. In the event any party hereto shall employ legal counsel or bring an action at law or other proceeding against another party to enforce any of the terms, covenants, or conditions hereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs so incurred.

8.3 Confidentiality. The parties acknowledge that each of their respective businesses is highly competitive and that their respective books, records and documents, technical information concerning their respective products, equipment, services and processes, procurement procedures and pricing information, and the names or other information (such as credit and financial data) concerning cardholders, all comprise confidential business information and trade secrets of each and are valuable, special and unique assets of the parties that they use in their business to obtain a competitive advantage over their competitors, which do not know or use this information or have access to it (collectively, "Protected Information"). The parties further acknowledge that the protection of each other's Protected Information against unauthorized disclosure and use is of critical importance to each in maintaining their respective competitive position. Accordingly, the parties hereby agree that neither they, nor any of their respective employees or agents, shall make any unauthorized disclosure of any Protected Information, or make any use thereof, except for the benefit of, and on behalf of, that party. The following information shall not be subject to protection under this Section 8.3: information that (a) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public; (b) was known by the receiving party before receiving such information from the disclosing party; (c) is hereafter rightfully obtained by the receiving party from a third party, without breach of any obligation to the disclosing party; or (d) is independently developed by the receiving party without use of or reference to the Protected Information. Each party may disclose the other party's Protected Information if and to the extent that such disclosure is required or requested by applicable law or any regulatory or governmental authority. The provisions of this Section 8.3 shall be effective during the term of this Agreement and shall survive for a period of two years thereafter, provided with respect to Protected Information that constitutes a trade secret under applicable law, the provisions of this Section 8.3 shall be effective during the term of this Agreement and shall survive for the longer of (i) two years after the termination of this Agreement, or (ii) for so long as such information continues to qualify as a trade secret under applicable law, excluding failure to so qualify as a result of breach of this Agreement. Notwithstanding anything contained to the contrary herein, the parties further agree that all cardholder data shall be protected in accordance with applicable law and the Rules.

8.4 Entire Agreement; Modification, Waiver. This Agreement and any accompanying schedules constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings or negotiations, whether oral or written between them with respect to the subject matter hereof. Except as otherwise set forth herein, this Agreement may not be amended or modified, except by an instrument in writing executed by all parties. No waiver by any party of any provision of this Agreement will be valid unless the same will be in writing and signed by the party making such waiver. No waiver of a provision of this Agreement shall constitute a waiver of any other provision or of the same provision on another occasion.

8.5 U.S. Patriot Act Customer Identification Notice, Regulatory Requirements, Credit Reports. In order to assist the U.S. government in its efforts to fight terrorism and money laundering activities, federal law requires Worldpay and the Bank to obtain, verify, and record information that identifies persons and entities establishing a business relationship with Worldpay or the Bank through the purchase of products or services. The information required varies based on whether you are a publicly or privately owned business. When establishing a business relationship, Worldpay and the Bank shall ask for identification and verification information, which may include, without limitation, the legal name of the entity, identification of the primary principal contact of the business (if required by law), physical address of the entity or principal, date of formation (for business entities), date of birth (for individuals), and other information that allows Worldpay and the Bank to identify you and your principals. You agree to provide all information requested by Worldpay and the Bank that is required in order for Worldpay and the Bank to comply with applicable law. In addition and in connection with such regulatory requirements, you shall provide prior written notice to the Bank and Worldpay of any change in the ownership or composition if as a result of such change, an individual or entity who does not own 20% or more of the beneficial equitable ownership as of the date hereof becomes the owner of 20% or more of the beneficial equitable interest hereafter. You acknowledge that Worldpay and the Bank may require that a consumer report of certain officers, partners, or owners be provided from a consumer and/or credit reporting agency at the inception of this Agreement and from time to time thereafter.

8.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Please acknowledge your receipt of these instructions and guidelines and your agreement to comply therewith.

(Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Agreed and Accepted by:

Worldpay US, Inc. for itself and on behalf of
Citizens Bank, N.A.

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

FUNDING SCHEDULE

In order to receive funds from Worldpay you must designate a bank account (the "Deposit/Chargeback Account") at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system. You authorize Worldpay to initiate electronic credit and debit entries and adjustments to the Deposit/Chargeback Account in accordance with this Funding Schedule. You agree that you will not close or restrict Bank or Worldpay's access to the Deposit/Chargeback Account. We will not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the Payment Networks or the bank.

The funds payable to the Deposit/Chargeback Account shall be equal to the amounts received by us from the Payment Networks in respect of your Card transactions less all Chargebacks, customer refunds and other applicable charges. Such amounts will be paid into the Deposit/Chargeback Account as soon as practicable following our receipt of the funds from the applicable Payment Network. If the funds payable to the Deposit/Chargeback Account do not represent sufficient credits, or the Deposit/Chargeback Account does not have a sufficient balance to pay amounts due from you under this funding schedule, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit the Deposit/Chargeback Account for the amount of the negative balance; (iii) withhold settlement payments to the Deposit/Chargeback Account until all amounts are paid; (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

Unless and until we receive written instructions from you to the contrary, all amounts payable by Worldpay to you will be deposited in the Deposit/Chargeback Account designated and authorized by you as set forth below:

Name of Bank: _____

ABA No.: _____

Account No.: _____

Account Name: _____

Reference: _____

Service Agreement

This agreement is entered into between T TECH, LLC. (Hereinafter called T TECH) and _____ (hereinafter called Merchant). Merchant acknowledges that it has read and understands the Terms and Conditions of this agreement, including the provisions contained on the back page hereof, and the information completed below is accurate.

Merchant's Legal Name:	Date:
Merchant's "Doing Business As" Name:	Fed Tax ID # or SSN:
Store Number (if any)	Type of Business SIC Code
Street Address:	Phone Number:
City, State, Zip:	Fax Number:
Contact Name:	E-Mail Address:
Contact Title:	

Automated Clearing House (ACH)	
ACH Service Type: ARC: WEB: TEL: POP: BOC: PPD: CCD:	
MID: Note - Additional MID's required for multiple service type's	
Administrative Set-Up Fee PASS THROUGH	VPS
Monthly Minimum Fee	VPS
ACH Transaction Fee	VPS
ACH Discount Rate	
ACH Chargeback Fee	VPS
ACH Representments -- Returns due to insufficient funds are re-deposited twice	Yes / <u>No</u>
ACH Representments Fee	

AUTHORIZATION FOR PRE-ARRANGED PAYMENT (ACH): Please attach "voided check" or deposit ticket

Merchant hereby authorizes T TECH, LLC. or its designated agent to initiate ACH debit and / or deposit entries for the one-time, monthly, per transaction, chargeback and adjustment entries, and percentage fees described above, as well as applicable tax, to be automatically deducted from the Merchant's GL account indicated below at the depository named below (hereinafter called DEPOSITORY)

Depository Bank _____

Transit / ABA Number _____

Account # _____

This authority is to remain in full force and effect until T TECH and DEPOSITORY have received written notification from merchant of its termination in such time and in such manner as to afford T TECH and DEPOSITORY an opportunity to act on it. If Merchant refuses or fails to honor a valid ACH transaction initiated by T TECH, T TECH shall have the right to charge Merchant with T TECH's usual administrative fee and Merchant agrees to pay such fee upon demand by T TECH. Merchant has the right to stop payment of a debit entry and to have an erroneous debit credited to its account in accordance with the NACHA Rules.

By authorizing this agreement you acknowledge you accept the Terms and Conditions of Service:

T Tech LLC

(Merchant) _____

By: _____

By: _____

Print: Scott Haskins

Print: _____

Title: President

Title: _____

Terms and Conditions

SERVICES: T TECH agrees to provide the services selected by Merchant on the front side hereof. All such services shall be provided by T TECH in accordance with laws applicable to the services and subject to the terms and conditions of this Agreement.

AUTHORIZATION REQUIREMENTS FOR ACH ITEMS: Merchants originating entries being submitted into the ACH Network for electronic settlement, must follow and adhere to the terms and conditions of this Agreement. Merchant agrees to comply with all NACHA Operating Rules (the "Rules"). Merchant shall strictly comply with all guidelines and rules established by T TECH regarding the quality of data submitted to T TECH, input schedules and deadlines and all other matters pertinent to the processing and delivery of ACH entry data.

Checks that may not be converted into ACH entries:

- Corporate or Business checks (except for WEB)
- Third-party checks,
- Credit card checks (equity line / line of credit checks),
- Obligations of a financial institution (e.g. cashier's checks, money orders, etc),
- Checks drawn on the Treasury of the United States, A Federal Reserve Bank, or a Federal Home Loan Bank,
- Checks drawn on a state or local government, or
- Checks payable in a medium other than United States currency.

WEB SALES PROCEDURES:

WEB ENTRY: A WEB entry is defined as an ACH debit entry to a Consumer Account (personal DDA number) initiated by the consumer to a Merchant-Business, via the Internet, for goods or services provided by said merchant.

AUTHORIZATION REQUIREMENTS FOR ACH ITEMS: Merchants originating WEB entries being submitted into the ACH Network for electronic settlement, must obtain the consumer's authorization prior to initiating a debit entry under this application. Although the NACHA Operating Rules do not prescribe specific authorization language for the WEB application, the authorization must conform to the requirements of the NACHA Operating Rules, which require that the authorization (1) be in a writing that is signed or similarly authenticated by the Consumer, (2) be readily identifiable as an ACH debit authorization, (3) clearly and conspicuously state its terms, and (4) must (for recurring payments only) provide the Consumer with a method to revoke their authorization by notifying the Merchant in the manner prescribed. The Merchant should prompt the consumer to print the authorization and retain a copy. The Merchant must be able to provide the consumer with a hard copy of the authorization if requested to do so. Only the consumer may authorize the WEB transaction, and not a Third-Party Service Provider on behalf of the consumer. The NACHA Operating Rules include the use of a digital signature or code to similarly authenticate a written authorization. This does not exclude other methods of similarly authenticating an authorization, such as passwords, biometrics, etc.

"WEB" CHECK CONVERSION OBLIGATIONS: Merchant agrees to comply with all NACHA Operating Rules (the "Rules"). The Rules are incorporated herein by reference. Merchant agrees to retain, or have retained on their behalf by an outside vendor, a written authorization from each customer prior to transmitting a WEB based ACH entry to the customer's account. The authorization shall conform to the requirements of the Rules for WEB based transactions as stated above. Merchant shall retain a copy of such authorization for a period of two (2) years following the date the authorization is initiated. Merchant agrees and acknowledges that it will assist in resolving all consumer disputes in a timely manner, and will allow T Tech to refer inquiring Financial Institutions directly to Merchant, or to Merchant's supporting vendors, for information regarding the nature and conditions of each transaction initiated to the customer's account.

TEL SALES PROCEDURES:

TEL ENTRY: A TEL entry is defined as a Single-Entry ACH debit entry to a Consumer Account (personal DDA number) initiated in response to a consumer's oral authorization to a Merchant-Business, captured via the telephone, for goods or services provided by said merchant.

AUTHORIZATION REQUIREMENTS FOR ACH ITEMS: Merchants originating TEL entries being submitted into the ACH Network for electronic settlement, must adhere to the following requirement. A TEL entry may be transmitted only in circumstances in which (1) there is an existing relationship between the Merchant and the consumer, or (2) there is not an existing relationship between the Merchant and the consumer, but the consumer has initiated the telephone call to the Merchant. **A TEL entry may not be used when the Merchant has initiated the telephone call.** The Merchant and the consumer are considered to have an existing relationship when either (1) there is a written agreement in place between the Merchant and the consumer for the provision of goods or services, or (2) the consumer has purchased goods or services from the Merchant within the past two years. For purposes of these "Rules", an affiliate of a Merchant that has an existing relationship is not deemed to have an existing relationship with respect to TEL items.

TEL TRANSACTION OBLIGATIONS: Merchant agrees to comply with all NACHA Operating Rules (the "Rules"). The Rules are incorporated herein by reference. Merchant agrees to obtain the consumer's explicit authorization prior to initiating a debit entry to a consumer's account. Merchant need not provide the consumer with a written authorization for the consumer to sign or similarly authenticate. Instead, the Merchant may obtain the consumer's authorization for a TEL entry orally via the telephone. Merchant is obligated either to tape record the consumer's oral authorization or to provide, in advance of the Settlement Date of the entry, written notice to the consumer that confirms the oral authorization. The consumer must be provided, and must acknowledge, the following terms of the transaction:

- The date on or after which the consumer's account will be debited;
- The amount of the debit entry to the consumer's account;
- The consumer's name;
- A telephone number that is available to the consumer and answered during normal business hours for customer inquiries;
- The date of the consumer's oral authorization; and
- A statement by the consumer that the authorization obtained from the consumer will be used to originate an ACH debit entry to the consumer's account.

For an oral authorization obtained over the telephone to be in accordance with the requirements of the NACHA Rules, (1) the Merchant must state clearly during the telephone conversation that the consumer is authorizing an ACH debit entry to his account, (2) the Merchant must express the terms of the authorization in a clear manner, and (3) the consumer must unambiguously express consent. Silence is not express consent. The Merchant must retain either the original or a duplicate tape recording of the consumer's oral authorization OR a copy of the written notice confirming the consumer's oral authorization for two (2) years from the date of the authorization. Merchant must provide a copy of the consumer's authorization when requested. Such request could be by the Merchant's bank, T TECH, NACHA, the consumer's bank, or any proper Government Agency. A Merchant using a voice response unit (VRU) to capture a consumer's authorization for a TEL entry must understand that key-entry



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responses by the consumer to input data and to respond to questions does not qualify as an oral authorization. A VRU may be used by the consumer to key enter data and to respond to questions, provided that the actual authorization by the consumer is provided orally. A Merchant that chooses the option to provide the consumer with written notice confirming the consumer's oral authorization must disclose to the consumer during the telephone call the method by which such notice will be provided. The written notice must include, at a minimum, the six pieces of information required to be disclosed during the telephone call, as described above. Merchant understands that the term 'provide' is intended to mean that the merchant has utilized a medium such as US mail, fax, or other mail delivery, to send the written notice to the consumer. Disclosure in electronic form, including e-mail, can be used however; state and or federal laws may require consumer consent before using electronic notices/disclosures. The term "provide" does not imply receipt of such notice by the consumer. Merchant also understands that when written notice is used to confirm the authorization, the consumer must be afforded the right to contact the Merchant, using the telephone number provide, to correct any erroneous information contained within the notice. In order to minimize the risk of entry errors, Merchant agrees to use a commercially reasonable system, technology, practice, or procedure to verify, (A) that the routing numbers are valid, and (B) the identity of the consumer. Merchant agrees and acknowledges that it will assist in resolving all consumer disputes in a timely manner, and will allow T TECH to refer inquiring Financial Institutions directly to Merchant, or to Merchant's supporting vendors, for information regarding the nature and conditions of each transaction initiated to the customer's account.

POP SALES PROCEDURES

CHECK VERIFICATION: Each check tendered at the point of sale will be processed through T TECH's national positive and negative database to help Merchant decide whether to accept or decline the customer's check. Merchant agrees to use the check verification service solely for legitimate Merchant business purposes at Merchant's business location(s) in connection with the presentment of customers' checks for the purchase of goods or services from Merchant. Merchant shall not permit the check verification service to be used for any other purpose or by any person or entity other than Merchant, and Merchant agrees to instruct its employees accordingly.

POINT OF SALES PROCEDURES: Merchant agrees that in order for check data provided at the point of sale to be accurately compared with the T TECH database, Merchant must use a properly programmed and functioning check reader. As a result of information obtained through T TECH, Merchant shall immediately advise the customer whose check was declined, via a T TECH referral card and/or copy of the printed receipt. Customer inquiries concerning the reasons for decline and requests for assistance to correct the problem shall be directed to the reporting agency that communicated the fact that the customer's check should be declined (i.e., not T TECH). This agency name and phone number will be provided on the receipt and/or terminal display screen.

NO LIABILITY FOR LOSSES: Merchant agrees and understands that T TECH is not guaranteeing or insuring any consumer transactions. T TECH has no liability for any losses the Merchant may incur as the result of a consumer transaction that has been authorized by the Merchant using T TECH. T TECH will not be liable to Merchant, customers or any third party for any failure, error or delay in performance. In no event will T TECH be liable for incidental, special or consequential damages incurred by Merchant or any other person or entity.

CHECK CONVERSION OBLIGATIONS: Merchant agrees to comply with all NACHA Operating Rules (the "Rules"). The Rules are incorporated herein by reference. Merchant agrees to obtain a written authorization from each customer prior to transmitting a point-of-purchase entry to the customer's account. The authorization shall conform to the requirements of the Rules which require that the authorization (1) be in writing and signed or similarly authenticated by the customer using a digital signature or other code, (2) be readily identifiable as an EFT debit authorization, and (3) clearly and conspicuously state its terms. Merchant shall provide the customer with a copy of the authorization at the time the authorization is obtained and shall retain a copy of such authorization for a period of two (2) years following the date the authorization is signed. Merchant shall provide to the customer a copy of his authorization, along with a receipt containing specific information relating to the transaction. Merchant shall provide each customer with a transaction receipt at the time and place of purchase. The receipt shall contain, at a minimum, the following information regarding each debit entry to be initiated to the customer's account: (a) Merchant's name; (b) Merchant's telephone number; (c) the date of the transaction; (d) the amount of the transaction; (e) the check serial number captured from the source document; and (f) the Merchant number or other unique number that identifies the location of the transaction. If required by T TECH, Merchant agrees to also include the following additional information on the receipt provided to the customer: (a) Merchant's address; (b) Merchant's identification number; (c) the customer's financial institution routing number; (d) the account number of the customer; (e) the identification number of the customer; and (f) a transaction reference number. Merchant understands and agrees that the Rules prohibit the placement of a customer's complete account number and identification number on the receipt. Merchant shall void the check presented to Merchant by the customer in connection with each point-of-purchase transaction (i.e., the check that has been used as the source document for information relating to the transaction), and return it to the customer.

ADDITIONAL ITEMS

NO LIABILITY FOR LOSSES: Merchant enrolled in T TECH's Program, as indicated on the front section of this form, agrees and understands that T TECH is not guaranteeing or insuring any consumer transactions. T TECH has no liability for any losses the Merchant may incur as the result of a consumer transaction that has been authorized by the Merchant using T TECH's service. T TECH is not guaranteeing or insuring against bad-check losses. T TECH will not be liable to Merchant, customers or any third party for any failure, error or delay in performance. In no event will T TECH be liable for incidental, special or consequential damages incurred by Merchant or any other person or entity.

CONSUMER INQUIRY ASSISTANCE: Merchant agrees to provide to T TECH, or other requesting Financial Institutions or Government Agencies, all supporting documents or materials (as required by merchant to keep as prior reference within this Agreement) being held in connection to consumer transactions generated under the terms of this agreement. Merchant further agrees to provide said records within 5 days of being notified by T TECH or other Institution. Merchant will supply records in the manner that will provide the fastest and clearest copy.

TERMINATION: Either party reserves the right to terminate this agreement with 60 days written notice to the other party. Additionally, T TECH may immediately discontinue providing check processing to Merchant in the event Merchant fails to comply with or otherwise breaches the terms of this Agreement. In the event Merchant has transaction returns that exceed 8% of their monthly volume, T TECH may, at its option, terminate this Agreement. In the event Merchant stops conducting business in the normal course, becomes insolvent, or becomes subject to proceedings under the Federal Bankruptcy Act. T TECH may, at its option, immediately terminate this Agreement. In the event Merchant provides written notice to cancel, or verbal notice to cancel T TECH services and Merchant continues to utilize T TECH services, Merchant will continue to be charged for transaction activity.

INDEMNIFICATION: Merchant shall indemnify and hold harmless T TECH, their agents and employees against and from all actions, suits, losses, liabilities, damages, costs, and expenses, including court costs and attorneys' fees, relating to or arising from any and all claims asserted against T TECH due to negligence or misuse by Merchant in its use of T TECH services.

PRICING: Merchant agrees to pay T TECH, according to the "Fee Schedule" set forth on the front side hereof and pursuant to T TECH's usual fee schedule for any other services, T TECH's fees for services performed under this Agreement. T TECH reserves the right to change the service or the service fees with 30 days written notice to



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Merchant. Further, merchant agrees to pay T TECH for any fees, fines, or penalties that result, or could result, from violations or sanctions assessed or levied by the NACHA Organization due to merchant not following these stated rules or from any improper compliance of these rules by merchant.

REPRESENTED ITEMS: Client represents and warrants with respect to all entries we process for you that: (a) EACH Customer has authorized the debiting and/or crediting of his, her, or its account and also for the collection of any returned check or transaction check fees, (b) EACH entry is for an amount agreed to by the Customer, (c) EACH entry is in accordance with the rules and properly authorized in all other respects. Client agrees to defend, indemnify, and hold Processor and all its agents harmless for any losses, liabilities, legal action costs or expenses we incur as a result of any breach of these representations and warranties either intentionally or unintentionally by Client. Client shall cease initiating Entries immediately upon receiving actual or constructive notice of the termination or revocation by the Receiver of authority.

ENTIRE AGREEMENT: This Agreement makes up the entire agreement between the parties concerning Processors ACH services. If any provision of this Agreement is deemed unenforceable, the remaining provisions shall remain enforceable. There are no third party beneficiaries of this Agreement. Client means each Client named on the T Tech, LLC. Processing Agreement and any and all other parties as the contract requires. If there is more than one Client named on the Processing Agreement each and every so named Client is bound by the signing thereof.

Expected Monthly Activity (Transactions and Amounts)

ACH	Remote Deposit Capture
Items: _____	Items: _____
Returns: _____	Returns: _____
Unauthorized Returns: _____	

Please provide copies of the following documents:

- ____ Most recent FYE and interim financial statements (income statement, balance sheet, etc.)
- ____ Government-issued identification of beneficial owners, officers, principals, attorneys-in-fact, or other authorized signers
- ____ Documents verifying the existence of the entity (e.g., Articles of Incorporation, Partnership Agreement, Articles of Organization (Limited Liability Companies), Fictitious Business Name Statement (Sole Proprietorships)
- ____ Copy of Statement of previous ACH provider



Town of New Baltimore

Forte Payment Systems is proud to provide a robust processing platform and flexible pricing strategies:

Service (Convenience) Fee Pricing:

MasterCard, Visa, Discover and American Express cards

2.50% of the payment amount with a minimum fee of \$1.95 based upon volume.

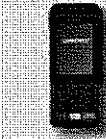
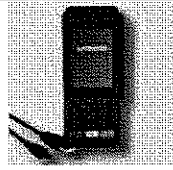

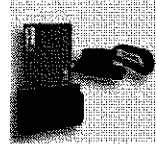
Electronic check – online WEB payments

Includes Forte Verification for known accounts.

eCheck Transaction Tiers	Fees	Frequency
\$0.00 to \$50,000.00	\$1.75 w/Verification	Per Transaction
\$50,000.01 to \$75,000.00	\$3.00 w/Verification	Per Transaction
\$75,000.01 to \$100,000.00	\$6.00 w/Verification	Per Transaction
\$100,000.01 to \$150,000.00	\$10.00 w/Verification	Per Transaction
\$150,000.01 + \$250,000.00	\$15.00 w/Verification	Per Transaction

Equipment and Service Pricing:

The following table reflects our Equipment and Service Offerings

Standard Product	Description	Fees and Cost of Equipment
VeriFone V400c Terminal (Standalone)		\$299.00 per terminal plus shipping
VeriFone V400c Terminal (Hybrid with cables)		\$350.00 per terminal plus shipping
MagTek eDynamo		\$155 per device plus shipping
MagTek eDynamo and Counter-Top Docking Station Bundle (recommended)		\$190/Device with Docking station plus shipping

***Required Merchant Signature:** _____

Date _____

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement ("Agreement"), including all applicable appendices and addendums hereto, is entered into as of _____, 20__ (the "Effective Date") by and between CSG Forte Payments, Inc. ("FORTE" or "Party") a Delaware corporation and _____ ("AGENCY" or "Party" or "Merchant"). FORTE and its affiliates provide payment processing and related services including but not limited to Automated Clearing House ("ACH"), Credit and Debit Card processing, account verification and customer identification (collectively and individually, as applicable, the "Services") to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities ("Constituents").

1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the products and services described in the Agreement and attached Appendices, which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular product or service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by Agency at any given time shall apply.

2. USAGE

2.1 Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non-exclusive and non-transferable license to access and use FORTE's products and services contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise notified by FORTE. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither AGENCY nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

2.2 AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY's accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE, and for User access to FORTE's systems either directly or through software.

3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to FORTE's products and services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to AGENCY (or any of its affiliates), even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which AGENCY or any of its affiliates may have in and to such refinements and improvements. All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with

the requirements, including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including but not limited to proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property as defined herein confidential in perpetuity.

Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to information which can be used to identify an individual consumer (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, payment history, and other unique identifiers) ("Personal Information"). As such, each Party shall: (i) keep all Personal Information in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use Personal Information solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect Personal Information that are at least as rigorous as accepted industry practices; (iv) as applicable, have in place a program that complies with applicable legal requirements regarding Personal Information.

Except with respect to Personal Information, this section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, (iii) is disclosed under force of law, governmental regulation or court order, (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Association.

5. TERM AND TERMINATION

5.1 **Term.** This Agreement shall have an initial term of five (5) years. Thereafter, this Agreement will automatically renew for additional one (1) year terms unless either Party provides thirty (30) days' prior written notice of termination to the other Party.

5.2 **Exclusivity.** During the term of this Agreement, AGENCY shall use FORTE as its exclusive provider of all Services.

5.3 **Termination.** In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination. Additionally, FORTE may immediately terminate this Agreement without prior notice in the event that (i) there is a material adverse change to AGENCY or its financial condition; or (ii) AGENCY experiences excessive chargebacks; or (iii) AGENCY experiences an actual or suspected data security breach; or (iv) AGENCY violates any applicable Law, Rule or Regulation; or (v) if FORTE is instructed to terminate by Financial Institution, Acquirer or Payment Association.

6. TRANSACTION PROCESSING

6.1 **Accepting Transactions.** FORTE shall process Credit Card, Debit Card and ACH Transactions on the AGENCY's behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.

6.1.1 **Sale Transactions.** If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 **Auth/Capture Transactions.** If a Transaction is sent to FORTE for authorization only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding "capture" Transaction within 48 hours of the authorization in order to complete the Transaction process for settlement. Transactions which are not captured within 48 hours of Authorization are untimely and may be rejected by FORTE.

6.2 Transaction Format. FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

6.2.1 Card Not Present Transactions. For card-based transactions in which the card is not present, AGENCY must obtain and include as part of the authorization request the 3 or 4 digit Validation Code and cardholder's billing address information.

6.3 AGENCY Account. In order to provide transaction processing services, FORTE may need to establish one or more service accounts on AGENCY's behalf or require AGENCY to establish a service account with a third party provider sub-contracting with FORTE.

6.4 Limited-Acceptance Agency. If appropriately indicated on AGENCY's application attached hereto, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card acquirer have no obligation other than those expressly provided under the Payment Association Operating Regulations and applicable law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

6.5 Bona Fide Sales. AGENCY shall only complete sales transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than AGENCY, or for purposes related to financing terrorist activities.

6.6 Setting Limits on Transaction Amount. AGENCY may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 -Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

6.7 Modifying Transactions. AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests, and delivered to FORTE. AGENCY agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network.

6.8 Delay or Rejection of Transactions. FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, is missing information, which may cause it to downgrade or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized or for any reason permitted or required under the Rules or Regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.

6.9 Returned Items. FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.

6.10 Chargebacks. AGENCY acknowledges and agrees that it is bound by the Rules and Regulations of the Payment Associations with respect to any Chargeback. AGENCY understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY

like any other item hereunder. In the event a Transaction is charged back, for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

6.11 Excessive Chargebacks. Using limits established by Associations as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly authorizes FORTE, in compliance with Payment Association Rules and Regulations, to provide to the Payment Associations and applicable regulatory bodies, AGENCY's name and contact information as well as transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

6.12 Resubmitting Transactions. AGENCY shall not re-submit any Transaction unless it is returned as (i) Insufficient funds (R01); or (ii) Uncollected funds (R09); or unless a new authorization is obtained from Constituent.

6.13 Settlement. Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within 72 hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of Agency's sales data for card transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Associations and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE ("FORTE Designated Account"), at Acquirer's sole option, for such card transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY, and that any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, unless an Agency-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believe a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an Agency-owned account or debited from the FORTE Designated Account if settled to that account.

6.14 Provisional and Final Payment. AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's agent(s) understand and agree that Entries may be transmitted through the ACH Network, that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry, and that if such settlement is not received, then the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Entry. The rights and obligations of AGENCY concerning the Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located, unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern their rights and obligations.

6.15 Reporting. FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

7. TRANSACTION AUTHORIZATION

7.1 Constituent Authorization. AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

7.2 Retention. AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of five (5) years for health-related Transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.

7.3 Revoked Authorization. AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of that Constituent's termination or revocation of authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new authorization from the Constituent.

8. AGENCY PROHIBITIONS

AGENCY must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to Transactions, unless applicable law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY, v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY), or AGENCY is participating in a cash back service, vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY, or ix) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that, under no circumstance, will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Association including but not limited to the storage of track-2 data. Neither AGENCY nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales Transaction.

9. AUTHORIZATION

9.1 ACH Authorization. AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement.

9.2 Third Party Service Provider. If AGENCY uses the Services through or in conjunction with a third party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide _____ ("Partner") with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes Partner to originate Transactions and receive the corresponding results on its behalf.

10. CONSTITUENT DISPUTES

All disputes between AGENCY and its Constituent (s) relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees that FORTE bears no responsibility or involvement in any such dispute.

11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, Regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Associations, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or Regulation. Additionally, should a Payment Association or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

12. PRICING AND PAYMENT

12.1 FORTE will provide the Services in accordance with the fees listed on the Pricing Schedule(s) attached hereto or any amendments thereto. Pricing which utilizes an Absorbed Fee Model will be billed to the AGENCY

monthly in arrears and will automatically be debited from AGENCY's designated account via ACH Debit. Pricing which utilizes a Service Fee Model will result in a processing fee being charged to the Constituent in the form of a non-refundable service fee which is either (i) added to; or (ii) charged as a separate transaction to the Constituent at the time of payment.

12.2 Pricing which utilizes a flat service fee model are calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance to the experiential transaction activity.

12.3 FORTE's pricing is subject to the underlying fees established by the Payment Associations and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during any term of this Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days' notice of any change or adjustment in fees.

13. LIMITS OF LIABILITY

13.1 Neither Party shall be liable to the other Party or to any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to this Agreement. The amount of damages recoverable by either Party from the other will not exceed that Party's actual, direct damages and will be limited to the amount of the average monthly fees and charges paid by AGENCY for the Service for the immediate three (3) month period prior to the event giving rise to the applicable claim. Neither Party will be liable for failure to perform any of its obligations under this Agreement if such performance would result in it being in breach of any Law, Rule or requirement of any governmental authority. The provisions of this section will survive the termination of this Agreement.

13.2 FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, other processors, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.

14. REPRESENTATIONS AND WARRANTIES.

14.1 **FORTE's Representations and Warranties.** FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein.

14.1.1 FORTE hereby warrants that its software solutions and services will perform in accordance with their published specifications in all material respects.

14.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

14.2 **AGENCY's Representations and Warranties.** AGENCY represents and warrants to FORTE that:

14.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY that (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver and; (iii) AGENCY shall provide proof of authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

14.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

14.3 **Mutual Representations and Warranties.** Each Party represents and warrants to the other that:

14.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

14.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

14.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

15. FORTE SERVICE POLICY.

FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in service as quickly as possible.

16. FORCE MAJEURE

Neither Party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party shall give prompt written notice to the other Party and shall use all commercially reasonable efforts to minimize the impact of the event.

17. ASSIGNMENT

The rights granted under this Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld.

18. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of _____. Agency hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Operating Guide, see Appendix C, Section 4 herein.

19. AMENDMENT

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by the parties hereto and specifically referring to this Agreement.

20. PUBLICITY

Neither Party shall use the other Party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

21. NOTICE

Any notice required to be given by either Party hereunder, shall be in writing and delivered personally to the other designated Party, or sent by any commercially reasonable means of receipted delivery, addressed, to that Party at the address most recently provided in writing. Either Party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

Notices to FORTE:

CSG Forte Payments, Inc.
500 W. Bethany Drive
Suite #200
Allen, TX 75013
Attn: General Counsel

Notices to AGENCY:

22. HEADINGS

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

23. SEVERABILITY

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

24. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS

This Agreement constitute the entire understanding of the Parties, and revoke and supersede all prior agreements between the Parties and are intended as a final expression of their agreement. Either Party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of same or other provision. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

FORTE:

AGENCY:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPENDIX A DEFINITIONS

ACH Network – Automated Clearing House Network is a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer – A sponsoring financial institution or payment processor that enters into an agreement which enables merchants/government agencies or their Agent(s) to submit Transactions to a payment network.

Affiliate – A business entity effectively controlling or controlled by another or associated with others under common ownership or control.

Agent Any director, officer, employee, representative, affiliate, third-party vendor or any other person acting on behalf of the Merchant/Agency with the actual, implied or apparent authority of Merchant/Agency.

Business Banking Day – Monday through Friday excluding banking holidays.

Chargeback – A Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically a Merchant/Agency) and the account owner.

Confidential Information - Confidential Information may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the

disclosing Party's company(s) or investments or its internal administrative, billing and accounting systems, customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party's products and services that is not generally available to the public.

Credit Entry (or "Entry") – An ACH/EFT Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's/Agency's Settlement Account (defined below).

Debit Entry (or "Entry") – An ACH/EFT Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's/Agency's Settlement Account (defined below).

Laws – All international, national, regional and local regulations or laws which are applicable to the services provided herein.

NACHA – National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI – Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant/Agency through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator – A Merchant/Agency who has contracted with FORTE to initiate ACH entries, on their behalf, to the ACH Network.

Payment Association – Any entity governing a payment network, including but not limited to VISA, M/C, Discover, American Express, NACHA, CPA.

PCI-DSS – System security measures established by the various credit card companies, known as the Payment Card Industry Data

Security Standards.

RDFI – Receiving Depository Financial Institution is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Receiver – An entity or individual consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Reserve – A specific amount of money that is held in your Merchant/Agency account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other Merchant/Agency obligations to FORTE that FORTE is unable to collect from Merchant/Agency.

Returned Entries – Any Transaction that is not able to be completed successfully and is returned/rejected back to the Originator.

Rules – The operational rules, policies and procedures established by each applicable Payment Association to govern all transactions and parties that participate in the associated

payment network.

Settlement Account – An account established and maintained by Merchant/Agency with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the parties.

Settlement Entry – A Debit or Credit Entry to Merchant's/Agency's Settlement Account which corresponds to the net amount owed Merchant/Agency by FORTE at the end of each Business Banking Day.

Transactions – Any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

Users - All individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of Merchant/Agency directly or through software that accesses the FORTE systems through Merchant's/Agency's systems, by using Merchant's/Agency's access credentials or any other access reasonably presumed to be on behalf of Merchant/Agency.

APPENDIX B

ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Agency. Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by Agency that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules or Laws; and (ii) shall be used solely for the intended use as stated by Agency on the application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act ("FCRA") as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>; (iii) Agency will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) Agency acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 Agency understands and agrees that it cannot decline services to a consumer or customer after receiving an approval result from FORTE on a verification inquiry unless Agency is declining based on other grounds and/or information. Further, if Agency does decline services to a FORTE approved consumer or customer based on alternate information, Agency shall not provide FORTE's contact information as recourse for the consumer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 Agency shall provide to FORTE, as part of a verification inquiry, the accurate amount for each transaction Agency wants to verify.

3. Retention of Data. Agency acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable law or to perform its obligations under this Agreement.

APPENDIX C

ACCOUNT UPDATER SERVICES

- 1. Description of Services.** Participating Visa/MasterCard Issuers submit their account changes to the Account Updater Database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized transactions against the Account Updater Database. FORTE will then update the tokenized card information on file with updated account information.
- 2. Agency Requirements for Account Updater Participation.**
 - a. AGENCY must be properly established and registered in the United States.
 - b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, American Express, or Discover programs.
 - c. AGENCY must be in compliance with all Card Association Operating Regulations.
 - d. AGENCY must submit inquiries only for those accounts with which the it has an ongoing customer relationship and customer's authority to submit such payments.
 - e. AGENCY may not request authorization on accounts that have returned "Contact Cardholder" or "Closed."
 - f. AGENCY must not submit inquiries on behalf of any other entity.
 - g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

APPENDIX D
AMERICAN EXPRESS CARD ACCEPTANCE

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the "Operating Guide") is hereby incorporated by reference into this Agreement and can be found at www.americanexpress.com/merchantopguide.

All capitalized terms found in this section shall have the attributed meaning from the Operating Guide.

2. Merchant hereby acknowledges and agrees that it is not a party to any agreement between FORTE and American Express.

3. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Agreement. For the avoidance of doubt, "cardholder" as used in this Agreement shall include Cardmembers as defined in the Operating Guide.

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

5. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant's website must display the following:

- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant's physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant's delivery policy (e.g., no overnight delivery).
- A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.

- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.

6. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

7. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

8. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.

9. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.

10. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

11. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

12. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

13. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.

14. American Express Liability. SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.



Merchant Application

Business Information			
Merchant's Legal Name:		Department (DBA):	
Physical Street Address (No PO Boxes):			
City:		State:	Zip Code:
Phone:		Fax:	
Customer Service/General Office Phone Number:		Website:	
Primary Contact-System Administrator:		Secondary Contact-Billing:	
Name:		Name:	
Business Phone:		Business Phone:	
E-mail:		E-mail:	
IT Contact:		Third Party Vendor (If Applicable)	
Name:		Vendor Name:	
Business Phone:		Contact Name:	Contact Phone:
E-mail:		Email:	
Business Profile			
Federal Tax ID:	Merchant Time Zone: Select		Cut-Off Time: Select
Avg. Bill Amt.: \$	Max. Bill Amt.: \$	Gross Annual \$ Collected (Cash/Check/CC/Money Order):	
Bank Account Where Funds Will Be Deposited			
Deposit Transit Routing/ ABA Number (9 Digits):		Deposit Bank Account Information DDA/Checking Account #:	
If a Different Bank Account is Needed to Debit Fees, Provide the Information Below			
Debit Transit Routing/ ABA Number (9 Digits):		Debit Bank Account Information DDA/Checking Account #:	
Select Services Select Payment Types to Be Accepted Select Equipment			
<input type="checkbox"/> Internet (WEB)	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> AMEX <input type="checkbox"/> eCheck <input type="checkbox"/> All	<input type="checkbox"/> V400c Stand Alone <input type="checkbox"/> Magtek iDynamo (Apple)	
<input type="checkbox"/> Phone (IVR)	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> AMEX <input type="checkbox"/> eCheck <input type="checkbox"/> All	<input type="checkbox"/> V400c w/Cables <input type="checkbox"/> Magtek uDynamo (Android)	
<input type="checkbox"/> Terminal (POS)	<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> AMEX <input type="checkbox"/> All	<input type="checkbox"/> eDynamo Equipment Quantity: <input type="text"/>	
What type of services or products are you accepting payments for?			
Notifications			
Name: <input type="text"/>		Phone Number: <input type="text"/>	Email: <input type="text"/>
<input type="checkbox"/> Returned Check	<input type="checkbox"/> Training	<input type="checkbox"/> Reporting	<input type="checkbox"/> IT <input type="checkbox"/> Accounting <input type="checkbox"/> Notifications/Maintenance <input type="checkbox"/> Dispute Mgmt. <input type="checkbox"/> All
Name: <input type="text"/>		Phone Number: <input type="text"/>	Email: <input type="text"/>
<input type="checkbox"/> Returned Check	<input type="checkbox"/> Training	<input type="checkbox"/> Reporting	<input type="checkbox"/> IT <input type="checkbox"/> Accounting <input type="checkbox"/> Notifications/Maintenance <input type="checkbox"/> Dispute Mgmt. <input type="checkbox"/> All
Name: <input type="text"/>		Phone Number: <input type="text"/>	Email: <input type="text"/>
<input type="checkbox"/> Returned Check	<input type="checkbox"/> Training	<input type="checkbox"/> Reporting	<input type="checkbox"/> IT <input type="checkbox"/> Accounting <input type="checkbox"/> Notifications/Maintenance <input type="checkbox"/> Dispute Mgmt. <input type="checkbox"/> All
Name: <input type="text"/>		Phone Number: <input type="text"/>	Email: <input type="text"/>
<input type="checkbox"/> Returned Check	<input type="checkbox"/> Training	<input type="checkbox"/> Reporting	<input type="checkbox"/> IT <input type="checkbox"/> Accounting <input type="checkbox"/> Notifications/Maintenance <input type="checkbox"/> Dispute Mgmt. <input type="checkbox"/> All



Merchant Application

Terminals	
Should a Field Be Collected on the Point of Sale Terminal. <input type="checkbox"/> Yes <input type="checkbox"/> No	Does The Terminal Require a Static IP Address? <input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, Provide the Names of the Fields to Be Collected - i.e., Cashier ID or Invoice Number Name <input type="text"/> Name <input type="text"/>	Receipt Header Information <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Pricing	
**Review and sign the Pricing Schedule	
Signature:	Date:
Printed Name:	Title:



DREYER·BOYAJIAN
ATTORNEYS AT LAW

Letter of Engagement

August 4, 2022

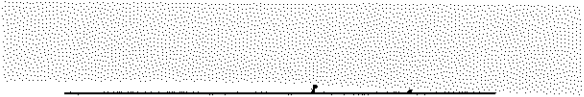
Town of New Baltimore
Town Supervisor
3809 County Road 51
Hannacroix, NY 12087

The undersigned Town of New Baltimore, to include its agents, officers and employees, (the "Client") hereby agrees to retain Dreyer Boyajian LLP (the "Law Firm"), pursuant to the following terms and conditions, to provide legal services to the Client in connection with a Notice of Verified Petition by Serta Simmons Bedding, LLC and SSB Manufacturing Company filed in Greene County Supreme Court as Index No. ER2022-465.

1. In consideration of the professional legal services rendered by the Law Firm, the Client agree to pay the Law Firm on an hourly basis at a rate of \$350.00 per hour for attorneys, William J. Dreyer, James R. Peluso and John J. Dowd, and \$125.00 per hour for paralegals/law clerks. Disbursements and expenses will be separately billed to the Client. Work performed prior to the date of this letter will be billed at the foregoing hourly rates. These rates are subject to periodic review and adjustment by the Law Firm, which shall be effective only after written notice to the Client.
2. Client is responsible for all expenses and shall advance any required material costs, including for retention of investigators, consultants and experts. The Law Firm will not advance funds or deduct funds from the retainer for such purposes.
3. Client shall also be responsible for legal research expenses incurred by the Law Firm. The Law Firm utilizes an online legal research database service provider.
4. The Law Firm is authorized to act on the Client's behalf and fully investigate and prosecute the claim as advisable in the Law Firm's judgment. The Law Firm's legal representation will include all aspects of any litigation, from the commencement of the lawsuit through entry of judgment. Not included within the scope of this agreement is any appeal brought by any party from a final judgment, which is subject to separate discussion and agreement between our firm and the Client. Also not included in the scope of this agreement are services you may request of us in connection with any other civil or criminal matters, investigations, actions, proceedings or appeals. Separate matters must be covered by a separate Letter of Engagement.
5. Client may terminate the client-lawyer relationship at any time.

6. In the event legal fees or expenses are not paid and outstanding for more than sixty (60) days, the Client authorizes the Law Firm to take whatever steps are necessary to withdraw from representing the Client. The Law Firm shall have all general, possessory, or retaining liens and all special or charging liens existing at statutory or common law for unpaid fees and expenses. In the event that a dispute arises between us relating to fees, you may have the right to arbitrate the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.
7. *Litigation Hold - Preservation of Documents and Electronically Stored Information:* Your assistance and cooperation are required with respect to preserving information in this matter, including electronically stored information. Electronically stored information is an important and irreplaceable source of discovery and evidence. The law requires that all parties and their officers, members and employees preserve all documents and information in their possession, including information from computer systems, removable electronic media, and other locations relating to this matter. This includes, but is not limited to, e-mail and other electronic communication, word processing documents, spreadsheets, databases, calendars, telephone logs, contact manager information, Internet usage files, and network access information. You must take every reasonable step to preserve this information until further notice from the Firm. Failure to do so could result in extreme penalties against you including dismissal of the case. If, at any time, you have any questions or need further information, please contact us.
8. Upon conclusion of the Firm's representation of the Client, the Firm shall send the Client notice advising that this engagement has ended. You will then have thirty (30) days to pick up your file materials at our office. If you do not take possession of your file within said time period, you hereby agree and understand that any materials in our possession after the engagement ends may be retained or destroyed at our discretion.
9. A facsimile or electronic signature of this agreement shall be effective as an original.

DREYER BOYAJIAN, LLP


William J. Dreyer

SIGNED and ACKNOWLEDGED
THIS _____ DAY OF AUGUST, 2022.

TOWN SUPERVISOR

TOWN OF NEW BALTIMORE BUILDING DEPARTMENT
Hannacroix, New York

Monthly Report
August 22, 2022

Summarization of Code Enforcement Officer activities for July, 2022, is as follows:

Building Inspections: For June: 27; For July 28
Total Building Permits Issued: 5
Building Permits Renewed: 3
Building Permit Renewal Letters Sent: 2 First Notice; 1 Second Notice
Certificates of Compliance Issued: 2
Certificate of Occupancy Search Requests: 8
Commercial Site Fire Inspections: 1
Do Not Occupy: 1
New Building Permit Applications Received: 10
Building Permit Applications Awaiting Permit Issuance: 18
Open Building Permits: 192
Pool Permit Applications Received: 2
Pool Permits Issued: 1

Application Fees for July, 2022: \$817.37
Total Building Permit Fees for Year to Date: \$21,460.57
Commercial Fire Inspection Fees for July: \$250.00
Total Commercial Fire Inspection Fees for Year: \$250.00

Allan Jourdin, CEO

TOWN OF NEW BALTIMORE PLANNING BOARD

Monthly Report
August 22, 2022

The Planning Board met on August 11, 2022, with the following business transacted:

...Public Hearing was held on the Sydney Owens Special Use Permit Application for a 24kW residential ground mount solar system.

...In the Regular Monthly Meeting that followed:

The Owens' Special Use Permit Application was approved.

New Baltimore Conservancy representative was present to advise the Board of their planned September 10, 2022, special event at Longview Park, at which they would like to have music. Per condition of their Special Use Permit, required resolution granting permission for the music was passed.

Minor Subdivision Application was presented by Surveyor Jeff Ostertag for the two-lot subdivision of the Charles J. Haegele, Jr. property at 3918 County Route 51. Required Public Hearing on the application is scheduled for 7 p.m., September 9.

Discussed with a property owner his proposed plans to purchase part of an adjoining parcel with the acreage to be added to parcel currently owned by the altered lot line application process. Because of the number of acres in the proposed transaction, the acquisition will have to be handled through a minor subdivision rather than the altered lot line process.

Robert Van Etten, Chair

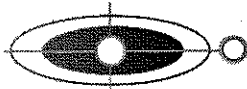
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TOWN OF NEW BALTIMORE ZONING BOARD OF APPEALS
Hannacroix, New York

Monthly Report
August 22, 2022

The ZBA did not meet on August 3, 2022, since there were no applications to come before the Board.

Patrick Linger, Chair



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11786 State Rte. 9W
West Coxsackie, NY 12192

We have prepared a quote for you

PC Rental -TONB Town Clerk LT 2022 - 5 Year

Quote # JW004712 v1

Prepared for:
Town of New Baltimore

Prepared by:
Joseph Wolodkevich



intelligent technology
solutions, inc.

Friday, August 12, 2022

Town of New Baltimore
Barbara Finke
3809 County Route 51
Hannacroix, NY 12087
clerk@townofnewbaltimore.org

Dear Barbara,

This is a new quote for a 5 Year Lease on a Dell Latitude Laptop with a Dell LCD and Docking Station, Wired Keyboard and Mouse. The system will maintain a full Dell Pro Plus with Accidental Damage Protection for Accidental Damage.

By renewing for 5 Years we are able to keep your current lease rates constant at \$195/Quarter.

Joseph Wolodkevich
President
intelligent technology solutions, inc.



Hardware	Price	Qty	Ext. Price
CP685AVRLCD CyberPower 685VA 390W UPS CyberPower CP685 AVR LCD * 685VA/390 Watts UPS system - Protects PCs, workstations, and home entertainment systems. Prevents data loss and interruptions that can cause lost product configurations. * Line interactive, AVR and GreenPower - Corrects brownouts and overvoltage without using the battery. GreenPower UPS reduces energy consumption up to 75%. * Interactive LCD display provides runtime in minutes, battery status, load level and other status information. * Output Connections: (4) Battery Backup & Surge Protected Outlets, (4) Surge Protected Outlets * Compact Desktop Form Factor - 3 Year Warranty	\$99.99	1	\$99.99
Subtotal:			\$99.99

Services	Price	Qty	Ext. Price
New System Load i.t.s. New System Load/Configuration	\$185.00	1	\$185.00
STL Onsite Deployment, Migration of Data & Backup Setup Only actual time used to be billed, Prepaid or Service Contract Time will be used if available.	\$76.50	2	\$153.00
DOD - Workstation DOD Wipe & Disposal of Workstation Hardware DOD Wipe & Disposal of Workstation Hardware per Department of Defense Standard 3 Times	\$75.00	1	\$75.00
Subtotal:			\$413.00

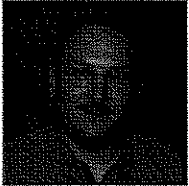


Monthly Services		Recurring	Qty	Ext. Recurring
PC Rental- Quarterly	Quarterly System Rental - Laptop Clerk - 2k22 - 5YR Laptop: - Intel Core i5 or Higher - 16GB Ram or Higher - Windows 10 Pro or Higher - 250GB SSD Hard Drive or Higher - Docking Station - 20" LCD or Higher - 36 Month Term - Early Termination Fee would be 50% of the remaining payments or \$250 whichever is greater - Equipment Buyout Fee at the end of Lease would be 20% of the value of the lease. i.t.s. would provide all hardware warranty services/repairs during the period the lease Client would be responsible for: - All software support/service as well as software licensing outside of the Windows Operating System License. - Any initial system deployment costs/loads - Any reloads due to software changes - Maintaining proper power protection - Have to maintain at least a Basic Service Contract otherwise the lease rate per machine would increase to \$85/Month. Example, if the Hard Drive fails, i.t.s. will reload the computer and redeploy at no charge. If an Optical Drive fails, i.t.s. will replace at no charge to you. If a system has to be reloaded due to a virus or software corruption Client would be responsible for those costs. The cost will be \$65/Month billed quarterly at \$195 for 60 Months.	\$195.00	1	\$195.00
		Monthly Subtotal:		\$195.00



intelligent technology
solutions, inc.

PC Rental -TONB Town Clerk LT 2022 - 5 Year



Prepared by:
**intelligent technology solutions,
inc.**

Joseph Wolodkevich
518-731-9766 Ext. 103
Fax 5187319767
jwolodkevich@itsyourit.com

Prepared for:
Town of New Baltimore

3809 County Route 51
Hannacroix, NY 12087
Barbara Finke
(518) 756-6671
clerk@townofnewbaltimore.org

Quote Information:

Quote #: JW004712

Version: 1
Delivery Date: 08/12/2022
Expiration Date: 09/09/2022

Quote Summary

Description	Amount
Hardware	\$99.99
Services	\$413.00
Total:	\$512.99

Monthly Expenses Summary

Description	Amount
Monthly Services	\$195.00
Monthly Total:	\$195.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

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Town of New Baltimore

Signature: _____

Name: Joseph Wolodkevich

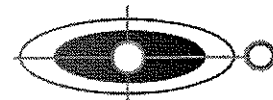
Title: President

Date: 08/12/2022

Signature: _____

Name: Barbara Finke

Date: _____



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solutions, inc.

itsyourit.com

We have prepared a quote for you

Assessor - New Lease AIO

Quote # JW004701
Version 1

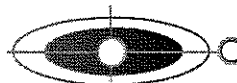
Prepared for:

Town of New Baltimore

Barbara Finke
clerk@townofnewbaltimore.org

11786 State Rte. 9W
West Coxsackie, NY 12192

5187319766



intelligent technology
solutions, inc.

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Monday, August 08, 2022

Town of New Baltimore
Barbara Finke
3809 County Route 51
Hannacroix, NY 12087
clerk@townofnewbaltimore.org

Dear Barbara,

For a Lease Option of 3 Years, same as other systems it would be \$37.50/Month and the users already have Office 365 Subscriptions, etc..

If we can do a Disk to Disk Migration the services time would be minimal.

Joseph Woioukevich
President
intelligent technology solutions, inc.

11786 State Rte. 9W
West Coxsackie, NY 12192

5187319766



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solutions, inc.
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Quarterly Services

Description	Recurring	Qty	Ext. Recurring
<p>PC Rental- Quarterly</p> <p>Quarterly System Rental - Assessor</p> <p>AIO:</p> <ul style="list-style-type: none">- Intel Core i5 or Higher- 16GB Ram or Higher- Windows 10 Pro or Higher- 250GB SSD Hard Drive or Higher- 36 Month Term- Early Termination Fee would be 50% of the remaining payments or \$250 whichever is greater- Equipment Buyout Fee at the end of Lease would be 20% of the value of the lease. <p>i.t.s. would provide all hardware warranty services/repairs during the period the lease</p> <p>Client would be responsible for:</p> <ul style="list-style-type: none">- All software support/service as well as software licensing outside of the Windows Operating System License.- Any initial system deployment costs/loads- Any reloads due to software changes- Maintaining proper power protection- Have to maintain at least a Basic Service Contract otherwise the lease rate per machine would increase to \$50/Month. <p>Example, if the Hard Drive fails, i.t.s. will reload the computer and redeploy at no charge. If an Optical Drive fails, i.t.s. will replace at no charge to you.</p> <p>If a system has to be reloaded due to a virus or software corruption Client would be responsible for those costs.</p>	\$112.50	1	\$112.50

Monthly Subtotal:

\$112.50

11786 State Rte. 9W
West Coxsackie, NY 12192

5187319766



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solutions, inc.
itsyourit.com

Hardware

Description	Price	Qty	Ext. Price
CyberPower 685VA 390W UPS CyberPower CP685 AVR LCD * 685VA/390 Watts UPS system - Protects PCs, workstations, and home entertainment systems. Prevents data loss and interruptions that can cause lost product configurations. * Line interactive, AVR and GreenPower - Corrects brownouts and overvoltage without using the battery. GreenPower UPS reduces energy consumption up to 75%. * Interactive LCD display provides runtime in minutes, battery status, load level and other status information. * Output Connections: (4) Battery Backup & Surge Protected Outlets, (4) Surge Protected Outlets * Compact Desktop Form Factor - 3 Year Warranty	\$99.99	1	\$99.99

Subtotal: **\$99.99**

Services

Description	Price	Qty	Ext. Price
i.t.s. New System Load/Configuration	\$185.00	1	\$185.00
Onsite Deployment, Migration of Data & Backup Setup Only actual time used to be billed, Prepaid or Service Contract Time will be used if available.	\$76.50	2	\$153.00
DOD Wipe & Disposal of Workstation Hardware DOD Wipe & Disposal of Workstation Hardware per Department of Defense Standard 3 Times	\$75.00	1	\$75.00

Subtotal: **\$413.00**

11786 State Rte. 9W
West Coxsackie, NY 12192

5187319766



intelligent technology
solutions, inc.
itsyourit.com

Assessor - New Lease AIO



Prepared by:
intelligent technology solutions, inc.
Joseph Wolodkevich
518-731-9766 Ext. 103
Fax 5187319767
jwolodkevich@itsyourit.com

Prepared for:
Town of New Baltimore
3809 County Route 51
Hannacroix, NY 12087
Barbara Finke
(518) 756-6671
clerk@townofnewbaltimore.org

Quote Information:

Quote #: JW004701

Version:

Delivery Date:

Expiration Date:

Quote Summary

Description	Amount
Hardware	\$99.99
Services	\$413.00
Total:	\$512.99

Monthly Expenses Summary

Description	Amount
Quarterly Services	\$112.50
Monthly Total:	\$112.50

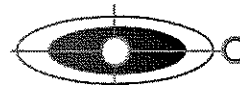
Payment Options

Description	Payments	Interval	Amount
Term Options			
3 Year Lease	12	Quarterly	\$112.50

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

11786 State Rte. 9W
West Coxsackie, NY 12192

5187319766



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Town of New Baltimore

Signature: _____

Name: Joseph Wolodkevich

Title: President

Date: 08/08/2022

Signature: _____

Name: Barbara Finke

Date: _____



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11786 State Rte. 9W
West Coxsackie, NY 12192

We have prepared a quote for you

New Wireless Access Points - Town Hall

Quote # JW004677 v1

Prepared for:
Town of New Baltimore

Prepared by:
Joseph Wolodkevich



intelligent technology
solutions, inc.

www.intelligenttech.com

Thursday, July 28, 2022

Town of New Baltimore
Amanda Eldred
3809 County Route 51
Hannacroix, NY 12087
clerk@townofnewbaltimore.org

Dear Amanda ,

In support of Service Ticket #4200467 - Town Hall Wireless Access Points - End of Life, here is a quote to replace the 2 Wireless Access Points located at Town Hall. The WAPS are physically located in the Hallway by the Copier as well as in the Court area. They are 6 to 7 years old and are end of life from Ubiquiti. The devices were donated 3 years ago by Scott Briody, a then current board member.

There would be no changes or wiring needed but we would recommend updating the Wireless Credentials for the internal network at the same time.

The WatchGuard Firewall, T35 is also coming up for renewal as of December and needs to be renewed for it's security subscription as well,

I have included the costs for all services, licenses and hardware.

Joseph Wolodkevich
President
intelligent technology solutions, inc.



intelligent technology
solutions, inc.

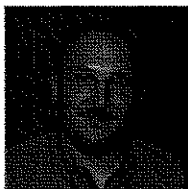
Hardware		Price	Qty	Ext. Price
UAP-AC-Pro	Ubiquiti Unifi UAP AC PRO PoE not included Ubiquiti Networks UniFi AP Enterprise WiFi System - UAP-AC-PRO 3 Dual-Band Antennas, 3 dBi each Networking Interface: 2 10/100/1000 Ethernet Ports Features auto-sensing 802.3af/802.3at PoE support and can be powered by any of the following: Ubiquiti Networks UniFi Switch 802.3af/802.3at PoE+ compliant switch Ubiquiti Networks Gigabit PoE Adapter (48V, 0.5A) Wi-Fi Standards: 802.11 a/b/g/n/ac	\$169.99	2	\$339.98
WGT35333	WatchGuard T35 - BSS 3YR Renewal WatchGuard Basic Security Suite - Subscription license renewal / upgrade license (3 years) - for Firebox T35	\$1,125.00	1	\$1,125.00
			Subtotal:	\$1,464.98

Services		Price	Qty	Ext. Price
STL	Remote Build/Configuration & Onsite Swap of WAPS Only actual time used to be billed, Prepaid or Service Contract Time will be used if available.	\$102.30	2	\$204.60
			Subtotal:	\$204.60



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solutions, inc.

New Wireless Access Points - Town Hall



Prepared by:
**intelligent technology solutions,
inc.**

Joseph Wolodkevich
518-731-9766 Ext. 103
Fax 5187319767
jwolodkevich@itsyourit.com

Prepared for:
Town of New Baltimore

3809 County Route 51
Hannacroix, NY 12087
Amanda Eldred
(518) 756-6671
clerk@townofnewbaltimore.org

Quote Information:

Quote #: JW004677

Version: 1
Delivery Date: 07/28/2022
Expiration Date: 08/25/2022

Quote Summary

Description	Amount
Hardware	\$1,464.98
Services	\$204.60
Total:	\$1,669.58

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

intelligent technology solutions, inc.

Town of New Baltimore

Signature: _____

Name: Joseph Wolodkevich

Title: President

Date: 07/28/2022

Signature: _____

Name: Amanda Eldred

Date: _____