

# RevTrak Government Merchant Agreement

10800 Lyndale Ave S. Ste. 355  
 Bloomington, MN 55420  
 1-800-989-9653

Please fax signed application and voided check to 888-847-9948

<b>INFORMATION</b>	<b>Corporate/Legal Name:</b> Ramsey, City of (MN)			<b>Contact Name:</b> Denelle McAlpine		
	<b>Address:</b> 7550 Sunwood Drive NW			<b>Contact Email:</b> dmcalpine@ci.ramsey.mn.us		
	<b>City:</b> Ramsey			<b>Contact Phone:</b> (763) 433-9823		
	<b>State:</b> MN		<b>Zip:</b> 55303		<b>State specifically merchandise type or the exact services offered:</b> Utilities and other city related items.	
	<b>SIC Code:</b> 4900					
<b>Fed Tax ID#:</b>			<b>Give specific comments concerning location:</b> City administrative office.			
<b>Bank Routing/Transit #:</b>			<b>Bank Account #:</b>			

<b>Fees</b>	<b>Qualified Card Present Transaction Discount</b>	1.99% + 35¢ per transaction	<b>Monthly Statement Web/Site License</b> <sup>sle</sup> \$49.95	\$59.95
	<b>eCommerce/MOTO/Other Transaction Discount</b>	3.29% + 35¢ per transaction	<b>Monthly Rental per Card Swipe (optional)</b>	\$4.95
	<b>Non-qualified Transaction Discount</b>	3.49% + 35¢ per transaction	<b>2.79% sle</b>	

<b>APPROVAL</b>	<p>The parties hereto agree to abide by the terms and conditions contained in this Merchant Agreement. MERCHANT: The undersigned hereby authorizes RevTrak to investigate whether the officer listed below has the authority to provide such authorization and to execute this Agreement.</p> <p>Merchant hereby authorizes RevTrak to initiate credit and/or debit entries for amounts originating under the Merchant Agreement and the provision of related services, software and equipment (via ACH or otherwise) including any reversals or adjustments on original entries to the Merchant's Bank Account provided above. <b>Attach Voided Check.</b></p>			
	<p><b>Sherrie Erdenberg</b>                  REVTRAK, INC.</p>		<p>Digitally signed by Sherrie Erdenberg                  DN: cn=Sherrie Erdenberg, o=RevTrak, ou=Sherrie's Signature, email=se@revtrak.com, c=US                  Date: 2011.03.07 14:44:53 -06'00'</p>	
	<p>_____                  Merchant:</p>		<p>⊗ _____</p>	
	<p>REVTRAK, Witnessed by Signature</p> <p>Sherrie Erdenberg</p>	<p>Date</p>	<p>Signature of Officer</p>	<p>Date</p>
<p>Print Name</p>	<p>Title</p>	<p>Print Name</p>	<p>Title</p>	

<b>Visa Disclosure Page</b>	<p>Visa Member Information: Meridian Bank Phone: 1-866-327-9199                  92 Lancaster Avenue                  Devon, PA 19333</p>
	<p>The Visa Member is a principal party to the Agreement, and is the only entity authorized to offer or extend Visa products or services to the Merchant.</p>
	<p><b>The Visa Member is responsible for:</b>                  Merchant education regarding pertinent <i>Visa U.S.A. Inc. Operating Regulations</i> with which the Merchant must comply.                  Settlement funds and providing these funds to the Merchant.                  All funds held back or in reserve from settlement.</p>
	<p><b>The Visa Merchant is responsible for:</b>                  Ensuring compliance with the cardholder data security and storage requirements.                  Reviewing and understanding the terms of the Merchant Agreement.                  Complying with <i>Visa U.S.A. Inc. Operating Regulations</i>.</p>
<p>The responsibilities listed above do not supercede terms of the Merchant Agreement and are provided to ensure Merchant understands some important obligations of each party and that Meridian Bank is the ultimate authority should the Merchant have any problems.</p>	
<p>⊗ _____</p> <p>Signature of Officer</p>	<p>_____</p> <p>Date</p>

## MERCHANT PROCESSING AGREEMENT TERMS AND CONDITIONS

THIS IS A MERCHANT PROCESSING AGREEMENT (together with the Application and the Operating Procedures Guide, the "Agreement") entered into as of the date set forth on the cover-page hereof (the "Effective Date") by and between, Meridian Bank, located at 92 Lancaster Avenue, Devon PA 19333 ("Member Bank"), RevTrak, Inc., a company with its principal place of business at 10800 Lyndale Ave., Suite 355, Bloomington, MN 55420 USA ("RevTrak") and the U.S. domiciled entity identified on the cover-page hereof ("Merchant").

### BACKGROUND INFORMATION

Member Bank is a member of VISA U.S.A. Incorporated ("VISA"), MasterCard International ("MasterCard") and Discover Financial Services ("Discover") (each a "Card Association"). RevTrak processes financial Transactions for merchants in their relationships with banks including, without limitation, the facilitation and processing of bankcard payments by holders of VISA, MasterCard and Discover branded bankcards as well as ACH. Member Bank and RevTrak have entered into an agreement whereby RevTrak acts as Member Bank's agent and bankcard processor (Member Bank and/or RevTrak shall hereinafter collectively be referred to as "Processor"). Merchant desires to accept payments from its customers via Card Association branded bankcards for Merchant's goods and/or services and retains Processor to sponsor Merchant's acceptance of such bankcards and provide Merchant with bankcard processing and settlement services. Processor agrees to provide such services in accordance with the terms and conditions set forth herein. Accordingly, the parties to this Agreement, intending to be legally bound, agree as follows:

### OPERATIVE PROVISIONS

1. **Services; Operating Procedures Guide.** Processor agrees to provide to Merchant, at Merchant's U.S. locations identified in the Application (as defined below), (i) bankcard processing and settlement services for Card Association branded cards; and (ii) ACH Services (collectively, the "Services") in accordance with the terms and conditions of this Agreement and the Processor Operating Procedures Guide, the terms of which are incorporated into this Agreement by reference and made a part of this Agreement. Processor undertakes to deliver a copy of the Operating Procedures Guide to the Merchant concurrently with Processor's execution of this Agreement.

2. **Definitions.** Unless otherwise provided, the capitalized terms used in this Agreement have the meanings designated in the Operating Procedures Guide.

3. **Card Association Rules and Regulations.** ALL CARD TRANSACTIONS AND THIS AGREEMENT ARE SUBJECT TO, AND THE PARTIES AGREE TO BE BOUND BY, APPLICABLE CARD ASSOCIATION REGULATIONS, INCLUDING WITHOUT LIMITATION PCI DSS, AND ANY CHANGES TO THEM MADE BY A CARD ASSOCIATION FROM TIME TO TIME, WHETHER OR NOT ALL THE PARTIES HAVE BEEN NOTIFIED OF THOSE CHANGES. PROCESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF INFORMATION THEY MAY PROVIDE, IF ANY, TO MERCHANT REGARDING THE REGULATIONS FROM TIME TO TIME, AND DISCLAIMS ANY AND ALL LIABILITY FOR LOSSES INCURRED BY MERCHANT THAT IN ANY WAY ARISE OUT OF MERCHANT'S FAILURE TO COMPLY WITH THE REGULATIONS. IF THERE IS A CONFLICT BETWEEN THIS AGREEMENT AND THE REGULATIONS, THE ASSOCIATION REGULATIONS SHALL GOVERN.

4. **Fees.** The Fees to be charged by Processor to Merchant for the Services are set forth in the Application. The Discount Rate shall be charged on all new sales (i.e. sale Transactions not including "returns"). Processor may change Fees from time to time upon 30 days prior written notice to Merchant. The Fees set forth in the Fee Schedule do not include, and Merchant hereby agrees to pay and hold Processor harmless against, all fees, charges, penalties, fines, assessments and additional or increased costs of any nature that may be charged by the Card Associations or other third party, whether charged to directly or indirectly incurred by Processor in connection with matters contemplated by the Agreement, including without limitation, adjustment fees and interchange fees.

5. **Card Transactions.** In addition to the requirements for Card Transactions set forth in the Operating Procedures Guide and Association Regulations, Merchant agrees that it will not (a) deposit into its Bank Account any Sales Draft or Credit Draft for any Card Transaction between a Cardholder and an entity other than Merchant; (b) use the Services for any purpose that is illegal; (c) accept cash payments from a Cardholder for Card Transactions that have already been submitted to Processor; or (d) make a cash disbursement to a Cardholder arising out of a Card Transaction or any other use of a Card.

6. **Term.** This Agreement will be effective as of the Effective Date and will continue in effect for a term of one (1) month following such date (the "Initial Term"). Following the Initial Term, this Agreement will automatically renew for additional and successive one (1) month terms (each a "Renewal Term"), unless a party provides written notice to the other parties of its intent not to renew this Agreement at least 30 days prior to the expiration of the then current Term (a "Termination Notice"). The Initial Term, together with all Renewal Terms, if any, shall be referred to herein, collectively, as the "Term". If a party provides a Termination Notice to the other parties, this Agreement shall terminate on the expiration of the then current Term.

7. **Representation and Warranties.** Merchant makes the following representations and warranties which shall be true and correct on the date of this Agreement and at all times thereafter: (a) all information contained in Application or any other document or communication delivered to Processor or its representatives in connection therewith or with this Agreement is true and complete in all material respects; (b) Merchant has the power to execute, deliver and perform this Agreement; (c) this Agreement is duly authorized and will not violate any provisions of law, or conflict with any other agreement to which Merchant is subject or by which Merchant's assets are bound; (d) Merchant has all required licenses, if any, to conduct its business and is qualified to do business in every jurisdiction where it is required to do so; (e) there is no action, suit or proceeding at law or in equity pending, or to the knowledge of Merchant, threatened, by or against or affecting Merchant which if adversely decided to Merchant would impair the right of Merchant to carry on its business substantially as now conducted or adversely affect its financial condition or operations in any material respect; and (f) Merchant is not now, nor shall it in the future, become engaged in any method of selling which is now or in the future set forth in the Operating Procedures Guide as an "Unacceptable Selling Method."

8. **Indemnity.** To the maximum extent allowed by law, Merchant agrees to indemnify, defend and hold harmless Processor, their respective affiliates, directors, officers, employees and agents from all claims, liabilities, loss, damage, and expenses of any nature (including fees and expenses of legal counsel and costs of litigation) arising from or in connection with: (a) any dispute or claim made by a Cardholder with respect to a Card Transaction, including but not limited to, any such dispute concerning the quality, fitness or delivery of merchandise or the performance or quality of services; and (b) the failure of Merchant to comply with the provisions of this Agreement, Association Regulations or applicable federal, state or local laws and regulations.

9. **JURISDICTION; WAIVER.** MERCHANT HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) AGREES THAT ANY ACTION, SUIT OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT COURSE OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT (COLLECTIVELY, "RELATED LITIGATION") MUST BE BROUGHT IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION SITTING IN PHILADELPHIA, PENNSYLVANIA, GOVERNED UNDER THE LAWS OF SAID STATE; (B) SUBMITS TO THE JURISDICTION OF SUCH COURTS (BUT NOTHING HEREIN SHALL AFFECT THE RIGHT OF PROCESSOR TO BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM); (C) WAIVES ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY RELATED LITIGATION BROUGHT IN ANY SUCH COURT, WAIVES ANY CLAIM THAT ANY SUCH RELATED LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM, AND WAIVES ANY RIGHT TO OBJECT, WITH RESPECT TO ANY RELATED LITIGATION BROUGHT IN ANY SUCH COURT, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER MERCHANT; (D) CONSENTS AND AGREES TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY RELATED LITIGATION BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO MERCHANT AT THE ADDRESS DESCRIBED ON THIS APPLICATION AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW); AND (E) WAIVES THE RIGHT TO TRIAL BY JURY IN ANY RELATED LITIGATION.

10. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, (i) NO CLAIM MAY BE MADE BY MERCHANT AGAINST PROCESSOR OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS OF ANY OF THEM FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY STATEMENT, COURSE OF CONDUCT, ACT, OMISSION OR EVENT OCCURRING IN CONNECTION WITH THIS AGREEMENT (WHETHER FOR BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY); AND (ii) THE AGGREGATE LIABILITY OF THE PROCESSOR UNDER THIS AGREEMENT, NOT INCLUDING AMOUNTS TO BE SETTLED TO MERCHANT IN RESPECT OF CARD TRANSACTIONS, SHALL NOT EXCEED THE AMOUNT OF FEES PAID TO THE PROCESSOR HEREUNDER DURING THE SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY. MERCHANT HEREBY WAIVES, RELEASES AND AGREES NOT TO SUE UPON ANY CLAIM FOR ANY SUCH DAMAGES, WHETHER SUCH CLAIM PRESENTLY EXISTS OR ARISES HEREAFTER AND WHETHER OR NOT SUCH CLAIM IS KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

### 11. MISCELLANEOUS PROVISIONS.

a. Merchant shall not assign, subcontract, license, franchise or in any manner attempt to extend to any third party any right or obligation under this Agreement. Processor may assign any or all of its rights or obligations under this Agreement at any time without notice.

b. The prevailing party in any legal proceedings in an action arising from this Agreement shall be entitled to the recovery of its reasonable attorney's fees, costs and expenses.

c. This Agreement may be modified by Processor upon 30 days prior written notice to Merchant or by written agreement of all the parties hereto.

d. No party shall, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of their rights under this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

e. No party shall be liable for any loss or damage due to causes beyond its control, including earthquake, war, fire, flood, power failure, acts of God or other catastrophes.

f. If the Merchant is or becomes the subject of any insolvency, bankruptcy, receivership, dissolution, reorganization or other similar proceeding, federal or state, voluntary or involuntary, under any present or future law or act, Merchant consents to the immediate and absolute lifting of any stay as to the enforcement of remedies under this Agreement, including specifically the stay imposed by §362 of the United States Federal Bankruptcy Code, as amended.

g. Each party and each person signing on behalf of a party represents and warrants that it has the full legal capacity and authority to enter into and perform the obligations of this Agreement without any further approval.

h. This Agreement and the documents referenced herein constitute the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations are terminated and canceled in their entirety.

i. If there is any conflict between a part of this Agreement and any present or future Association Regulation or applicable federal, state or local law or regulation, only the part of this Agreement that is affected shall be modified and that modification shall be limited to the minimum necessary to bring this Agreement within the requirements of the Association Regulation, law or regulation.

j. All notices, including invoices, given in connection with this Agreement, shall be in writing and deemed received one week after deposit in first class United States mail, postage prepaid, or if given by other means, upon actual receipt. Notices shall be delivered to the appropriate party at its address set forth on this Application.

k. Merchant shall be liable for all applicable taxes, except Processor's income taxes, required to be paid or collected as a result of this Agreement.

l. All obligations, warranties and liabilities of Merchant incurred or existing as of the date of termination of this Agreement, including without limitation, Merchant's obligations with respect to subsequent Adjustments or Chargebacks based upon Card Transactions incurred prior to termination, shall survive termination and shall continue in full force and effect as if the termination had not occurred. The right of Processor to revoke credit as well as hold, retain, or set off against amounts due to Merchant, shall survive the termination of this Agreement and shall continue in full force and effect as if termination had not occurred.

m. Nothing in this Agreement shall be deemed to create a partnership, joint venture or any agency relationship between the parties.




n. Processor specifically disclaims all warranties of any kind, expressed or implied, including warranties of merchantability. This Agreement is a service agreement and the provisions of the Uniform Commercial Code shall not apply to it.

o. Each party retains responsibility for the security of the Cardholder or Card Transaction information that it collects, stores or discloses.

# RevTrak MN City Volume Pricing Program

Rates	
Monthly fee	\$59.95
In person (qualified swiped) transactions*	1.99% + 35¢ per transaction
Online, phone, and mail order transactions*	2.79% + 35¢ per transaction
Refunds (full or partial)	(1.99%) + 35¢ per transaction
Card reader (optional)	\$4.95/month (rent) or \$89.95 (purchase)

**No hidden fees, no start-up costs, no minimum volumes.**

What's Included
Web Store and Dashboard, hosted by RevTrak
Ability to issue refunds (full or partial) and voids
Merchant account**
Integrations with other software programs
Training for your staff
Full service setup of your <b>RevTrak</b> ® Web Store
Full service support (Monday through Friday, 7 a.m. – 5 p.m. CT)
Credit cards accepted:   

How To Get Started
<b>Step 1:</b> Call your RevTrak sales representative to request an application package.
<b>Step 2:</b> Return your completed application. Your application will be processed within 2 weeks.
<b>Step 3:</b> A RevTrak Business Development team member will coordinate the building of your Web Store.
<b>Step 4:</b> A RevTrak support specialist will install your integration (if applicable).
<b>Step 5:</b> A RevTrak Business Development team member will train your staff.

**\*Surcharges:** There are occasional cards or situations to which Visa/MasterCard applies a surcharge. The non-qualified transactions are 3.49%. The most common non-qualified transactions are corporate credit cards, some rewards cards, and credit cards issued in a foreign country.

**\*\*Merchant Account:** A merchant account provides the financial account to electronically process your payments and identifies your entity name to your customers. Visa requires each entity to maintain a merchant account in their name for the settlement of credit and debit card transactions. The gross amount of your transactions is sent to your bank daily by ACH on the 2<sup>nd</sup> business day after the batch is closed. Fees are billed and drafted from your account at the beginning of the next month. Your entity will receive a statement detailing activity from the previous month and all fees deducted.

# Proposal to Use RevTrak for Online Payments



## Who is RevTrak?

- A national online payment service provider in 36 states (since 1998)
- Currently serving over 800 clients nationwide, including 52 cities in Minnesota
- Listed on the PCI Compliant Service Provider List:

**VISA** Global List of PCI DSS Validated Service Providers

As Of 10/21/2010

The companies listed below were validated as being PCI DSS compliant by a QSA as of the "VALIDATION DATE". Service providers are required to revalidate their compliance to Visa on an annual basis, with the next annual Report on Compliance (ROC) due to Visa one year from the "VALIDATION DATE". ROCs that are from 1-60 days late are noted in yellow and ROCs that are from 60-90 days late are noted in red. Entitles with ROCs over 90 days past due are removed from this list. Entitles are listed in each Visa region where they have been registered by at least one client, including: AP - Asia Pacific, CEMEA - Central Europe / Middle East / Africa, LAC - Latin America / Caribbean, NA - North America - Canada / United States. Visa clients are responsible for and are required to use compliant service providers and to follow up with service providers directly if there are any questions about their compliance status.

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List of Compliant Service Providers - All **VISA**

SERVICE PROVIDER	VALIDATION DATE	SERVICES COVERED BY REVIEW (1)	ASSESSOR	AP	CEMEA	LAC	NA
RevTrak, Inc	May 31, 2010	Authorization Payment Gateway	Coalfire Systems, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## How will RevTrak help the City? The following items are provided at NO charge:

- Provide a shopping cart solution, called the RevTrak Web Store
- Host the RevTrak Web Store on our secure online servers
- Program the RevTrak Web Store for all desired payments
- Maintain the RevTrak Web Store as needed (adding or changing items available for purchase)
- Publish links to your forms, and/or show you how to utilize Google Forms linked to the store
- Provide unlimited training
- Provide unlimited Tech Support
- Provide the City's PCI DSS Compliance

## How will RevTrak help residents?

- Credit card payments may be made in person at the City's front desk, phone, mail, or online
- Payments may be for utilities, permits, licenses, fundraisers, shelter rental, etc.
- Residents make payments using Visa or MasterCard, credit or debit; and Discover
- Residents may fill out forms and make payments from the City's website (saving fuel, time and postage)
- Residents may check and pay a utility balance online (when integrated with a third-party vendor)

## Why RevTrak?

- Because 52 other cities in Minnesota are satisfied clients
- RevTrak provides the entire solution, including the merchant account
- RevTrak Tech Support can handle most questions without involving City technology staff
- Funds are sent electronically in gross to the City's bank account from the credit card network, 2-3 business days after being processed
- Refunds: Full and partial
- All payments are guaranteed — RevTrak approves the transaction; the City will receive the money
- Tech Support: 97% of all calls to RevTrak Tech Support are answered *before* reaching the option to leave a message

## What is our commitment if we move forward?

While the agreement states 12-months, RevTrak will release any client at any time before 12-months, upon request.

## What is the implementation process?

Implementation requires 5-10 business days. It may take longer when coordinating with a utility billing third party.

## RevTrak Contact Info:

Sherrie Erdenberg, Sales Rep, SE@RevTrak.com, (888) 847-3216, x3

Bruce Fladebo, National Sales Director, Bruce@RevTrak.com, (888) 847-9962