

Principal/Bank: _____ Group: 513000 Association: 513208 MID#: _____ MCC Code: 9999



Merchant Transaction Processing Agreement - Merchant Application

201804 Merchant Application SBS Pass Through

Confidential

Business Information

Business Legal Name (must match name on tax return) ("MERCHANT"): Village of Westmont

Business D/B/A: Village of Westmont

Location Street Address (No P.O. Boxes): 31 West Quincy Street

City: WESTMONT State: IL Zip: 60559

Contact Name: Spencer Parker Phone: (630)981-6234 Fax: (630)839-4440 Email: finance@westmont.il.gov

Mailing/Billing Address: _____

(if different from Location)

City: _____ State: _____ Zip: _____ Phone: _____

Business Profile and Assumptions

Number of Locations: 1 Federal Tax ID: 366006151

Annual Visa/Master Card/Discovery/American Express Volume (\$): 1943318.04 Location Volume (\$): 1943318.04 Business Open Date: 01/01/1921

Average Ticket (\$): 189.00 Highest Ticket (\$): 16,500.00 Avg. monthly Vol. (\$): 161943.17 Length of Ownership: Yr _____ Mo _____

Visa/Master Card/Discovery/American Express Currently Accepted? Yes or No

of Employees: _____ Ownership Type: Government % of Goods/Services Cash and Carry: _____

Type of Business: R Pricing Method: Retail Type of Goods/Services sold: (Please include a copy of your return/refund policy) Utility

Previous Processor: (Please Include copy of statements) _____ Business Website: www.westmont.il.gov

Card Present 25 % + Card Not Present 75 % = TOTAL: 100% If CNP Choose one: Catalog/MOTO

Sales to: Consumer 65 % + Business 35 % = TOTAL: 100% Card Swipe 100 % + Imprint 0 % = TOTAL Card Present %

Application Type: _____ Addl. Location LOC/Old MID: _____ Dun & Bradstreet #: (if available) _____

Have you or your business ever declared bankruptcy? Yes or No

Do you use any third party fulfillment houses? Yes or No

If Yes, please provide a contact list of all third party fulfillment houses.

Company Name: _____ Contact: _____ Phone: _____

Company Name: _____ Contact: _____ Phone: _____

Do you work with any third parties or software vendors who have access to cardholder data? Yes or No

If yes, please provide a contact list of all third parties and software vendors who have access to cardholder data.

Company Name: _____ Contact: _____ Phone: _____

Company Name: _____ Contact: _____ Phone: _____

When is cardholder billed for goods/services? On Order On Shipment Average number of days between order and shipment? 0

Expected date of first transaction? _____ Do you operate as a Seasonal Merchant? Yes or No

If seasonal, indicate operating months: Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

References

Bank Reference Name: _____ Contact: _____ Phone: _____ Account Number: _____

Trade/Supplier 1 Name: _____ Contact: _____ Phone: _____ Account Number: _____

Trade/Supplier 2 Name: _____ Contact: _____ Phone: _____ Account Number: _____

Click to Initial

Merchant Initials: X

Ownership

Owner/Principal/Officer Information (list at least two owners with the largest share of ownership, if sole proprietor list only one owner)

Prefix: _____ First Name: _____ Last Name: _____ Authorized Signer

Citizenship of Owner: _____ Title: _____

Owner 1 Ownership %: _____ SSN: _____ DOB: _____ Passport # (non-U.S.): _____

Residential Address (Street): _____

City: _____ State: _____ Zip Code: _____ Country: _____

Phone Number: _____ Email: _____

Prefix: _____ First Name: _____ Last Name: _____ Authorized Signer

Citizenship of Owner: _____ Title: _____

Owner 2 Ownership %: _____ SSN: _____ DOB: _____ Passport # (non-U.S.): _____

Residential Address (Street): _____

City: _____ State: _____ Zip Code: _____ Country: _____

Phone Number: _____ Email: _____

(For beneficial owners with 25% or more ownership)

Prefix: _____ First Name: _____ Last Name: _____ Authorized Signer

Citizenship of Owner: _____ Title: _____

Owner 3 Ownership %: _____ SSN: _____ DOB: _____ Passport # (non-U.S.): _____

Residential Address (Street): _____

City: _____ State: _____ Zip Code: _____ Country: _____

Phone Number: _____ Email: _____

(For beneficial owners with 25% or more ownership)

Prefix: _____ First Name: _____ Last Name: _____ Authorized Signer

Citizenship of Owner: _____ Title: _____

Owner 4 Ownership %: _____ SSN: _____ DOB: _____ Passport # (non-U.S.): _____

Residential Address (Street): _____

City: _____ State: _____ Zip Code: _____ Country: _____

Phone Number: _____ Email: _____

Individual with Significant Managerial Control of Legal Entity

Prefix: _____ First Name: _____ Last Name: _____ Authorized Signer

Citizenship: _____ Title: _____

Ownership %: _____ SSN: _____ DOB: _____ Passport # (non-U.S.): _____

Residential Address (Street): _____

City: _____ State: _____ Zip Code: _____ Country: _____

Phone Number: _____ Email: _____

Visa Disclosure

<p>Member Bank (Acquirer) Information First National Bank of Omaha 1620 Dodge Street Omaha, NE 68197 800-853-9586</p>	<p>Important Member Bank (Acquirer) Responsibilities</p> <ol style="list-style-type: none"> 1. A Visa member is the only entity approved to extend acceptance of Visa products directly to a merchant. 2. A Visa member must be a principal (signer) to the Merchant Agreement. 3. The Visa member is responsible for and must provide settlement funds to the merchant. 4. The Visa member is responsible for all funds held in reserve that are derived from settlement. 5. The Visa member is responsible for educating merchants on pertinent Visa International Operating Regulations with which merchants must comply. 	<p>Important Merchant Responsibilities</p> <ol style="list-style-type: none"> 1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain fraud and chargebacks below thresholds. 3. Review and understand the terms of the Merchant Agreement. 4. Comply with Visa International Operating Regulations.
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The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the merchant understands some important obligations of each party and that the Visa Member (acquirer) is the ultimate authority should the merchant have any problems.

<p>Merchant Name: Village of Westmont</p>	<p>Authorized Signature:  2396C610-27D5-A0EA-607B-C8F9AFB63C59 finance@westmont.il.gov</p>
<p>Address: 31 West Quincy Street</p>	<p>City: WESTMONT</p>
<p>State: IL</p>	<p>Zip Code: 60559</p>
<p>Print Name: Spencer Pargett</p>	<p>Title: Treasurer</p>
<p>Date:</p>	

FEES

Visa/MasterCard/Discover/American Express OptBlue Discount¹ Rates

Pass through pricing: 0.60 % Discount¹ on Sales + \$ \$0.15 per item on gross items (Sales plus Credits)

PaymentSpring AMEX Support Fee*: 0.60 % Discount¹ on Sales + \$ \$0.15 per item on gross items (Sales plus Credits)

* Applies in addition to Pass through pricing above

Merchant Setup	\$ <u>100.00</u> per MID
Monthly Maintenance	\$ <u>35.00</u> per MID
Minimum Discount Billing	\$ _____ per month/MID
Chargebacks	\$ <u>15</u> each
Retrievals	\$ <u>15</u> each
Batch Capture	\$ _____ each
Insufficient Funds Fee	\$35 per unsuccessful debit of DESIGNATED Account
Annual Seasonal	\$ _____ per MID
Regulatory and Compliance	\$ _____ per month/MID
Authorizations	\$ _____ per V/MC/Disc/AMEX OptBlue Auth
"or"	
Excessive Electronic Authorizations	\$ _____ per V/MC/Disc Auth over 100% of SALES & per AMEX OptBlue Auth
Non V/MC/Disc/AMEX OptBlue Authorizations	\$ _____ each
Voice Authorizations	\$ <u>0.65</u> each
Voice AVS	\$ <u>1.99</u> each
Paper Statement Yes <input type="radio"/> or No <input checked="" type="radio"/>	\$9.95 per month/MID
Wireless Monthly	\$ _____ per device
Wireless Set up	\$ _____ per device
Gateway Access Fee	\$ _____ per month/MID
Other	\$ _____

DEBIT Yes or No

Setup	\$ _____ per MID
Transactions	\$ _____ each
Monthly per MID	\$ _____
Network Fees	Pass Thru

PCI VALIDATION FEE

PCI Validation Fee	\$ <u>50</u> per year/MID or \$ <u>0.00</u> per month/MID
PCI Non-validation Fee:	\$ <u>35.00</u> per month/MID if Merchant is not validated for compliance with PaymentSpring's vendor, beginning 90 days after signing.

¹ Discount is a FEE charged as a percentage of gross SALES submitted by MERCHANT, which generally includes "Processing," "Authorizations," "Assessments," and "Interchange."

Merchant Initials: X Click to Initial

PaymentSpring Equipment/Software

Brand/Model _____	Brand/Model _____	Brand/Model _____
Equipment Option _____	Equipment Option _____	Equipment Option _____
Fee \$ _____ Quantity _____ Total \$ _____	Fee \$ _____ Quantity _____ Total \$ _____	Fee \$ _____ Quantity _____ Total \$ _____
Payment Option _____	Payment Option _____	Payment Option _____
Software Vendor NBS _____	Payment Application _____	Version _____

Refer to the PaymentSpring Terms and Conditions for applicable terms. BANK is not a party to this agreement and has no obligation or liability under such agreement.

American Express

Existing American Express ESA ESA SE _____ Merchant CAP _____

New American Express OptBlue

Merchant Name **Village of Westmont** Annual AMEX Volume \$ **485830** Average Ticket \$ **189.00**

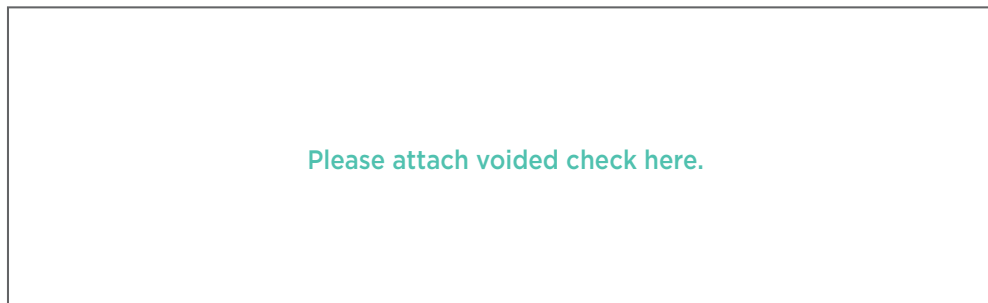
Card Brand Fees All fees listed in this section are fees charged by the Card Brands to PaymentSpring. PaymentSpring is then charging these fees to the merchant.

<p>Visa Zero Floor Limit: \$0.1039 per transaction without corresponding authorization</p>	<p>Visa Base II: \$0.0023 per Visa transaction</p>
<p>MasterCard Kilobyte Fee: \$0.0014 per each settled MasterCard transaction</p>	<p>MasterCard Acquirer License Fee: 0.0075% of gross MasterCard SALES dollar volume</p>

The following fees will be passed through at Card Brand's rate: Interchange, Assessments, Visa Exception Item Fee, Visa Network Acquirer Processing Fee, Visa International Acquirer Fee (including High Risk), Visa Partial Authorization Non-participation Fee, Visa International Service (including cash advance), Visa Misuse, Visa Debit Transaction Integrity, Visa Fixed Acquirer Network Fee, MasterCard NABU Fee: \$0.0195 per each authorized MasterCard transaction (except collection and refund transactions which will be assessed this fee upon settlement), MasterCard CVC2 Transaction Fee: \$0.0025 per each transaction that receives a CVC2 response value of "M" (match) or "N" (no match), MasterCard AVS Fee - Card Present: \$0.01 on all transactions processed at Card Present merchant locations where AVS was performed, MasterCard AVS Fee - Card Not Present: \$0.01 on all transactions processed at Card Not Present merchant locations where AVS was performed, MasterCard Cross-Border U.S.: \$0.006 per each dollar of transaction processed at a U.S. location on a non-U.S. issued card, MasterCard Cross-Border U.S.- PR: \$0.006 per each dollar of transaction processed at a Puerto Rico location on a non-Puerto Rico issued card, MasterCard Cross-Border Non-U.S.: \$0.01 per each dollar of transaction processed in foreign currency at a non-U.S. location on a U.S. issued card, MasterCard Cross-Border Non-U.S.-PR: \$0.01 per each dollar of transaction processed in foreign currency at a non-Puerto Rico location on a Puerto Rico issued card, MasterCard Processing Integrity Fee - Card Present: \$0.045 per each approved MasterCard authorization without a reversal request within 24 hours of the initial card-present authorization, MasterCard Processing Integrity Fee - Card Not Present: \$0.045 per each approved MasterCard authorization without a reversal request within 72 hours of the initial card-not-present authorization, MasterCard Processing Integrity Fee - T&E: \$0.045 per each approved MasterCard authorization without a reversal request within 20 days of the initial T&E authorization, MasterCard Processing Integrity Fee > 120 Days: \$0.045 per each approved MasterCard authorization without a corresponding settled transaction or reversal within 120 days of the approved authorization, MasterCard Interregional Account Status Inquiry: \$0.03 per each \$0 Account Status Inquiry performed on a card not issued in the same country as the merchant's location, MasterCard Intraregional Account Status Inquiry: \$0.025 per each \$0 Account Status Inquiry performed on a card issued in the same country as the merchant's location, MasterCard Digital Enablement Fee: 0.01% per cardholder not present transaction, Discover International Processing Fee, Discover International Service Fee, Discover Data Usage Fee, Discover Network Authorization Fee, American Express CNP Downgrade: 0.30%, American Express Inbound Fee: 0.40% on Cross Border Transactions, All Other Applicable Card Brand Fees.

Funds Transfer

In accordance with the terms set out in the Terms and Conditions, transfer funds will be made to/from the account set forth in the enclosed voided check or bank letter. Standard Premium



Sales Professional Verification

By the signature below, the Sales Professional verifies that that the information stated in this Agreement is correct to the best of his/her knowledge and is as represented to him/her by MERCHANT.

Sales Professional Signature: _____ Sales Professional Name Printed: _____

Sales Organization: _____ Application Date: _____ Physical Site Inspection Conducted By Sales Professional Yes or No

Agreement Acceptance

By their execution below the undersigned parties agree to abide by the Merchant Transaction Processing Agreement (the "AGREEMENT"). The AGREEMENT consists of the Merchant Application and the Terms and Conditions (a separate attachment hereto), and MERCHANT acknowledges it has received and read the Terms and Conditions at the time of signing. MERCHANT warrants that the information provided on the Merchant Application is complete and accurate. MERCHANT authorizes PaymentSpring and/or BANK to provide a copy of this Merchant Application to any third party for the services requested. MERCHANT, its signing officer, owner, partner and any Personal Guarantor authorize PaymentSpring, BANK or their agents or assigns, to make from time to time, business or personal credit inquiries and other inquiries in connection with this Merchant Application or the Agreement. By executing this Merchant Application, MERCHANT, its signing officer, owner, partner and any Personal Guarantor acknowledge that PaymentSpring and/or BANK has a legitimate business need for the information contained in any personal credit report that may be obtained in connection with this Merchant Application or the Agreement, and that this Application is a business transaction that was initiated by the MERCHANT and/or any Personal Guarantor identified above. If applicable, MERCHANT agrees by its signature below to the Equipment Agreement, and the American Express OptBlue Program Agreement. BANK is not a party to these agreements and has no obligation or liability under such agreements. In witness whereof the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives effective on the date signed or approved by BANK.

Principal's Name (Please Print): Spencer Parket Title: Treasurer

Equity Ownership (%): _____ Home Phone No: (630)981-6234 Date of Birth: 01/01/1999 Principal's Soc Sec No: _____

Principal's Home Address: 31 West Quincy Street City: WESTMONT State: IL Zip: 60559

MERCHANT (Principal/ Officer/ Owner) Signature:

Click to Sign	2396C610-27D5-A0EA-607B-C8F9AFB63C59 finance@westmont.il.gov
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Name (Please Print): _____ Title: _____ Date: _____

Nelnet Business Solutions, Inc. Signature: _____

Name (Please Print): _____ Title: _____ Date: _____

First National Bank of Omaha ("BANK") Signature: _____

Name (Please Print): _____ Title: _____ Date: _____