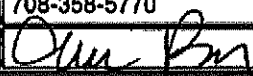





14221 Dallas Parkway, Dallas, Texas 75254 • 4 Northeastern Blvd, Salem, NH 03079-1952
Sales Phone (603) 896-8324 • Sales Fax (603) 896-8701

www.chasepaymentech.com

▶ 1 COMPANY INFORMATION Federal regulations require that we collect and retain for our records information to verify merchant identity									
COMPANY LEGAL NAME: Village of Oak Park					TAXPAYER ID: 36-6006027				
REGISTERED TRADE NAME:					BUSINESS START DATE (MM/DD/YYYY): 01/01/1902				
PHYSICAL STREET ADDRESS: (NO PO BOX OR PAID MAIL BOX) 123 Madison Street									
CITY: Oak Park				STATE: IL		ZIP CODE: 60302			
PRIMARY CONTACT: Cara Pavlicek					TELEPHONE #: 708-358-5770				
TYPE OF ENTITY <input type="checkbox"/> INDIVIDUAL / SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC* * IF LLC, TAXED AS: <input type="checkbox"/> DISREGARDED ENTITY <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> GOVERNMENT AGENCY WEBSITE URL: www.oak-park.us WHAT MERCHANDISE DO YOU SELL OR SERVICES DO YOU PROVIDE? Utility TYPE OF OWNERSHIP: <input type="checkbox"/> PUBLIC CORPORATION STOCK EXCHANGE TICKER SYMBOL <input checked="" type="checkbox"/> OTHER: Government <input type="checkbox"/> PRIVATE <input type="checkbox"/> NON PROFIT <input type="checkbox"/> SUBSIDIARY OF PUBLIC COMPANY									
STATE OF FORMATION: IL				DATE OF FORMATION (MM/DD/YYYY): 01/01/1902					
TRADING SYMBOL:				FISCAL YEAR END (MM/DD/YYYY):					
HAS MERCHANT EVER FILED BANKRUPTCY?			IF YES, WHAT CHAPTER?		FILING DATE:		EMERGENCE DATE:		
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO									
▶ 2 OWNERS EACH OWNER AUTHORIZES JPMORGAN CHASE BANK N.A. AND PAYMENTECH, LLC, AS PART OF THIS INVESTIGATION, TO OBTAIN AND REVIEW THIRD PARTY CREDIT BUREAU REPORTS ON SUCH OWNER. OWNERSHIP DETAILS MUST BE PROVIDED FOR EACH INDIVIDUAL OR LEGAL ENTITY OWNER WITH A 10% OR GREATER OWNERSHIP INTEREST.									
NAME:			TAX ID NUMBER:		DATE OF INCORPORATION:				
(INDIVIDUAL/SOLE PROPRIETOR USE HOME ADDRESS) (NO PO BOX OR PAID MAILBOX)									
STREET ADDRESS:					TELEPHONE NUMBER:				
CITY:				STATE:		ZIP CODE:			
PERCENT OWNERSHIP:			%						
(IF ENTITY) IS ENTITY PUBLICLY TRADED?			<input type="checkbox"/> YES <input type="checkbox"/> NO		STOCK EXCHANGE:			TICKER SYMBOL:	
NAME:			TAX ID NUMBER:		DATE OF INCORPORATION:				
(INDIVIDUAL/SOLE PROPRIETOR USE HOME ADDRESS) (NO PO BOX OR PAID MAILBOX)									
STREET ADDRESS:					TELEPHONE NUMBER:				
CITY:				STATE:		ZIP CODE:			
PERCENT OWNERSHIP:			%						
(IF ENTITY) IS ENTITY PUBLICLY TRADED?			<input type="checkbox"/> YES <input type="checkbox"/> NO		STOCK EXCHANGE:			TICKER SYMBOL:	
DO YOU HAVE ANY ADDITIONAL OWNERS (NOT LISTED ABOVE) THAT HAVE 10% OR GREATER OWNERSHIP, EITHER DIRECTLY OR INDIRECTLY?									
<input type="checkbox"/> YES OWNER ADDENDUM REQUIRED (SALES REPRESENTATIVE WILL PROVIDE) <input checked="" type="checkbox"/> NO									
NOTE: IF AN ENTITY/PARENT COMPANY IS LISTED IN SECTION 2 ABOVE THAT HAS 10% OR GREATER OWNERSHIP OF THE APPLICANT, IDENTIFY ANY OWNERS (INDIVIDUALS AND/OR ENTITIES) OF THE ENTITY/PARENT COMPANY THAT ULTIMATELY HAVE 10% OR GREATER OWNERSHIP IN THE APPLICANT ON THE ADDITIONAL OWNER/OFFICER ADDENDUM (SALES REPRESENTATIVE WILL PROVIDE)									

▶ 3 KEY DECISION MAKER					
COMPANY PRESIDENT:		Cara Pavlicek, Village Manager			
(RESIDENTIAL ADDRESS IS PREFERRED, BUT IF NOT AVAILABLE BUSINESS ADDRESS IS ACCEPTABLE)					
STREET ADDRESS		123 Madison Street			
CITY	Oak Park	STATE	IL	ZIP CODE	60302
COMPANY CFO:					
(RESIDENTIAL ADDRESS IS PREFERRED, BUT IF NOT AVAILABLE BUSINESS ADDRESS IS ACCEPTABLE)					
STREET ADDRESS					
CITY		STATE		ZIP CODE	
IS THERE ANYONE NOT LISTED ABOVE WHO HAS THE AUTHORITY TO MAKE FINANCIAL DECISIONS OR CONTROL COMPANY POLICY ON BEHALF OF YOUR BUSINESS?					
<input type="checkbox"/> YES OWNER ADDENDUM REQUIRED (SALES REPRESENTATIVE WILL PROVIDE)					<input checked="" type="checkbox"/> NO
▶ 4 AUTHORIZED ADMINISTRATOR FOR ACCOUNT BOARDING AND IMPLEMENTATION					
AUTHORIZED ADMINISTRATOR FOR PURPOSES OF ACCOUNT BOARDING AND IMPLEMENTATION MEANS AN OWNER, PARTNER, OFFICER, EMPLOYEE OR OTHER AGENT OF THE MERCHANT THAT HAS BEEN APPOINTED BY AN EXECUTIVE OF MERCHANT AND WHO IS DULY AUTHORIZED TO PROVIDE INFORMATION AND EXECUTE DOCUMENTATION ON BEHALF OF AND RELATED TO MERCHANT IN ORDER TO FACILITATE THE INITIAL SET UP OF MERCHANTS'S ACCOUNT WITH CHASE PAYMENTECH. PER CHASE PAYMENTECH POLICY, AUTHORIZED ADMINISTRATORS ARE NOT PERMITTED TO MODIFY THE MERCHANT'S ACCOUNT WITH CHASE PAYMENTECH AFTER COMPLETION OF THE INITIAL SET UP OF MERCHANTS'S ACCOUNT. SUCH CHANGES MUST BE MADE, BY AN EXECUTIVE OR FINANCIAL CONTACT, AS APPLICABLE AND AS THOSE ROLES ARE DEFINED BY MERCHANT.					
NAME (please print)		Cara Pavlicek		TITLE (please print) Village Manager	
TELEPHONE NUMBER		708-358-5770		EMAIL ADDRESS: cpavlicek@oak-park.us	
SIGNATURE				DATE: 12-15-17	
▶ 5 CERTIFICATION					
I, the undersigned, being an officer/principal of <u>Village of Oak Park</u> represent and warrant that the statements made on this document are correct and factual. JPMorgan Chase Bank, N.A ("Member") and Paymentech, LLC ("Paymentech" or "Chase Paymentech") are authorized to conduct any necessary investigation, including without limitation, authorization for a bank to release standard banking information.					
(Photocopy of signature below is valid for the release of information and will remain valid until the termination or expiration of the Merchant Agreement)					
NAME (please print)		Cara Pavlicek		TITLE (please print) Village Manager	
SIGNATURE				DATE 12-15-17	
(IF THE SIGNER HAS NOT ALREADY PROVIDED IT ABOVE, A RESIDENTIAL ADDRESS IS PREFERRED, IF AVAILABLE (NO PO BOX OR PAID MAILBOX). IF NOT AVAILABLE BUSINESS ADDRESS IS ACCEPTABLE.					
STREET ADDRESS		123 Madison Street			
CITY	Oak Park	STATE	IL	ZIP CODE	60302
▶ 6 SUBMITTER NAME					
SUBMITTER NAME		Invoice Cloud, Inc.			

*Note: Each Merchant is required to submit a W9 with this application.

REVIEWED AND APPROVED
ASTO FORM

DEC 07 2017

LAW DEPARTMENT



SUBMITTER MERCHANT

PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES

Paymentech, LLC ("Paymentech" or "we", "us" or "our" and the like), for itself and on behalf of JPMorgan Chase Bank, N.A. ("Member"), is very excited about the opportunity to join Invoice Cloud, Inc. in providing you with state-of-the-art payment processing services. When your Customers pay you through Invoice Cloud, Inc., you may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated; collectively, the "Payment Brands") require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Brand and (ii) agree to comply with Payment Brand Rules as they pertain to applicable Card Transaction you submit through Invoice Cloud, Inc.. You are also required to fill out an Application with Paymentech. The Application provides Paymentech with information relative to your processing practices and expectations.

By executing this document, you are fulfilling the Payment Brand Rule of entering into a direct contractual relationship with a member, and you are agreeing to comply with Payment Brand Rules as they pertain to Transactions you submit for processing through the Invoice Cloud, Inc. service. We understand and acknowledge that you have contracted with Invoice Cloud, Inc. to obtain Card processing services on your behalf and that Invoice Cloud, Inc. may have agreed to be responsible for your obligations to us for such Transactions and as set forth in these guidelines.

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 Payment Brand Rules, as may be applicable to you and in effect from time to time. You understand that we may be required to modify these instructions and guidelines in order to comply with requirements imposed by the Payment Brands.
- In offering payment options to your customers, you may elect any one of the following options. These acceptance options above apply only to domestic transactions:
 - (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).
- If you choose to limit the types of Visa and MasterCard cards you accept, you must display appropriate signage 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).
- 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 Card, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

2. Settlement

- Upon our receipt of your Transactions, we will process your Transactions to facilitate the funds transfer between the various Payment Brands, you and Invoice Cloud, Inc.. Unless otherwise agreed to by the parties, after we receive credit for such Transactions, we will provide provisional credit to one or more of the Bank Account(s) you designate herein under the "Funding Schedule" section.
- You must not submit Transactions for payment until the goods are delivered, shipped, or the services are performed. If a Customer disputes being charged for merchandise or services before receiving them, the result may be a Chargeback to you.

3. Chargebacks

- You may receive a Chargeback for a number of reasons. The following are some of the most common reasons for Chargebacks, but in no way is this meant to be an exhaustive list of all Chargeback reasons:
 - (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.

4. Data Security and Privacy

- By signing below, you represent to us that you do not have access to any Card Information (such as the Customer's primary account number, expiration date, security code or personal identification number) and you will not request access to such Card Information from Invoice Cloud, Inc.. In the event that you do happen to receive Card Information in connection with the processing services provided by Invoice Cloud, Inc. or Paymentech under these guidelines, you agree that you will not use it for any fraudulent purpose or in violation of any Payment Brands or applicable law and you will comply with all applicable Payment Brand Rules and Security Standards. If at any time you believe that Card Information has been compromised, you must notify us promptly and assist in providing notification to the proper parties. You must ensure your compliance with all Security Standards that are applicable to you and which may be published from time to time by the Payment Brands. If any Payment Brand requires an audit of you due to a data security compromise event or suspected event, you agree to cooperate with such audit. You may not use any Card Information other than for the sole purpose of completing the Transaction authorized by the Customer for which the information was provided to you, or as specifically allowed by Payment Brand Rules, or required by law. In the event of your failure, including bankruptcy, insolvency or other suspension of business operations, you shall not sell, transfer or disclose any materials that contain Transaction information or Card Information to third parties.

5. Funding Schedule

- In order to receive funds from Paymentech, you must maintain one or more bank account(s) at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system (the "Bank Account"). You must designate at least one Bank Account for the deposit and settlement of funds and the debit of any fees and costs associated with Paymentech's processing of the Transactions (all such designated Bank Accounts shall be collectively referred to herein as the "Settlement Account"). You authorize Paymentech to initiate electronic credit and debit entries and adjustments to your Settlement Account in accordance with this Section 5. We will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by the Payment Brands or your bank.
- Unless otherwise agreed to by the parties, the proceeds payable to the Settlement Account shall be equal to the amounts received by us in respect of your Card transactions less all Chargebacks, Customer refunds and other applicable charges. Such amounts will be paid into the Settlement Account promptly following our receipt of the funds. If the proceeds payable to the Settlement Account do not represent sufficient credits, or the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit a Bank Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement 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 Paymentech to you will be deposited in the Settlement Account designated and authorized by you as set forth below:

Name of Bank: Huntington Bank

Account Name: Village of Oak Park

Bank Routing Number: 044115090

Account Number: 01038317670

Reference: _____

6. Definitions

"Application" is a statement of your financial condition, a description of the characteristics of your business or organization, and related information you have previously or concurrently submitted to us, including credit and financial information.

"Card" is an account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand that you accept from Customers as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.

"Chargeback" is a reversal of a Transaction you previously presented to Paymenttech pursuant to Payment Brand Rules.

"Customer" is the person or entity to whom a Card is issued or who is otherwise authorized to use a Payment Instrument.

"Member" is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to Paymenttech as required by all applicable Payment Brand. Your acceptance of Payment Brand products is extended by the Member.

"Payment Brand" is any payment method provider whose payment method is accepted by Paymenttech for processing, including, but not limited to, Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council.

"Payment Brand Rules" are the bylaws, rules, and regulations, as they exist from time to time, of the Payment Brands.

"Card Information" is information related to a Customer or the Customer's Card, that is obtained by you or Invoice Cloud, Inc. from the Customer's Card, or from the Customer in connection with his or her use of a Card (for example a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number and expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Payment Instrument, whether printed thereon, or magnetically, electronically or otherwise stored thereon.

"Paymenttech", **"we"**, **"our"**, and **"us"** is Paymenttech, LLC, a Delaware limited liability company, having its principal office at 14221 Dallas Parkway, Dallas, Texas 75254.

"Security Standards" are all rules, regulations, standards or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Payment Instrument Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program ("CISP"), Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program ("SDP"), Visa's Payment Application Best Practices ("PABP"), the Payment Card Industry's Payment Application Data Security Standard ("PA DSS"), MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.

"Transaction" is a transaction conducted between a Customer and you utilizing a Card in which consideration is exchanged between the Customer and you.

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

Agreed and Accepted by:

Village of Oak Park
 MERCHANT LEGAL NAME (Print or Type)
 123 Madison Street Oak Park, IL 60302
 Address (Print or Type)
 By (authorized signature)
 By, Name, Title (Print or Type)
 Date

REVIEWED AND APPROVED
 ASTOR FORM

Agreed and Accepted by:

PAYMENTECH, LLC for itself and on behalf of
 JPMORGAN CHASE BANK, N.A.
 By: Thomas Arellano
 Print Name: Thomas Arellano
 Title: Executive Director, Operations
 Date: December 28, 2017
 Address: 4 Northeastern Boulevard, Salem, NH 03079

INTERNAL PAYMENTECH USE

Merchant Name: Village of Oak Park

LAW DEPARTMENT

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Paymenttech Contract No. 063576

Schedule A to Merchant Agreement

Merchant Name: Invoice Cloud, Inc.

For Transactions for: Village of Oak Park



Schedule A to Merchant Agreement

Assumptions**Transaction - Related Assumptions**

Annual Payment Transaction Volume	5400	Average Transaction Amount	\$ 300
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1. Processing Fees - (Fees applied to every transaction)**Transaction Fees & Authorization Fees**

Visa Settled Transactions	See Volume Schedule
MasterCard Settled Transactions	See Volume Schedule
American Express Conveyed Transactions	No Charge
Diners Settled Transactions	See Volume Schedule
Discover Settled Transactions	See Volume Schedule
JCB Settled Transactions	No Charge

Visa Authorizations	See Volume Schedule
MasterCard Authorizations	See Volume Schedule
American Express Authorizations	See Volume Schedule
Diners Authorizations	See Volume Schedule
Discover Authorizations	See Volume Schedule
JCB Authorizations	See Volume Schedule

2. Per Incidence Fees - charged every time your account incurs one of the below items**Per Incidence Fees - Authorization & Voice Authorization Related**

Visa Auth Reversal - Visa authorization reversal misuse prevention	See Volume Schedule
MasterCard Auth Reversal - Visa authorization reversal misuse prevention	See Volume Schedule
Audio Response Unit Authorization - Charged when voice auth is handled by automated system	\$.50
Voice Authorization - Charged when you call the Voice Auth phone number to authorize a credit card	\$.90
Voice AVS Request - Charged to speak to voice operator for each Voice Address Verification request	\$.90
Voice Authorization Reversal - Charged for each voice authorization reversal	\$.90
Voice AVS Authorization - Charged per each voice Address Verification Service authorization	\$1.75
Voice Operator Assist - Charged for each voice operator assistance	\$1.75

Per Incidence Fees - Chargeback Related

Visa, MasterCard, Diners, Discover or JCB Settled Chargeback Processed or Represented	\$7.00
Visa, MasterCard, Diners, Discover or JCB Collection, Pre-Arbitration or Compliance	\$10.00

Per Incidence Fees - Funding Related

ACH Transfer Fee - Charged for each ACH (transmission of funds) sent to your account	\$.50
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Internal Paymentech Use Only:

Paymentech Contract No.: 063576

Page 1 of 5

Date: October 30, 2017

Rev 04/17pdf

Schedule A to Merchant Agreement**Merchant Name: Invoice Cloud, Inc.****For Transactions for:** Village of Oak Park

Per Incidence Fees – Funding Related	
Wire Transfer Fee - Per each funding via wire transfer	\$10.00

Per Incidence Fees – Miscellaneous Transaction Related	
Rejected Transaction	\$.03
Paymentech Gateway Transaction	\$.01
Point of Sale Terminal Item Authorized	\$.02
Point of Sale Terminal Item Authorized Wireless	\$.02
Point of Sale Terminal Item Authorized TCP/IP	\$.02
Point of Sale Terminal Item Authorized Special/Misc.	\$.02
Point of Sale Terminal Item Authorized Frame Relay	\$.02
Point of Sale Terminal Item Authorized Lease Line	\$.02
Point of Sale Terminal Item Authorized Netconnect TCP/IP	\$.02
Point of Sale Terminal Item Deposited	\$.02
Point of Sale Terminal Reject Transaction	\$.02

3. One Time and Periodic Fees

One Time Fees	
Not Applicable	

Monthly Fees	
Monthly Paymentech Gateway Fee (per division)	No Charge

4. Other Fees

Per Incidence Fees – Statement & Supply Related	
Monthly Fax/Mail Reporting Fee - Charged each month Paymentech faxes or mails statements (whether at the request of Merchant or because delivery to a valid email address has failed)	\$50.00
Postage, Supplies, Equipment & Other Services – service fees will be charged at the time of order	Current Market

5. Payment Brand Fees – Assessed on each transaction. *The Payment Brands assess fees on each transaction processed through their network(s). These fees, generically referred to herein as Payment Brand Fees, consist of interchange fees, assessments, data usage fees, and access fees.*

Payment Brand Fees - Interchange Fees. <i>Paymentech will "pass through" to merchant an amount equal to the applicable interchange rate established by the Payment Brands.</i>	
Visa	Pass-Through
MasterCard	Pass-Through
Diners	Pass-Through
Discover Settled	Pass-Through
JCB	Pass-Through

Payment Brand Fees – Assessments. <i>Paymentech will "Pass through" to merchant an amount equal to the applicable assessment rate established by the Payment Brands. For your convenience, the current assessment rates are set forth below.</i>	
Visa Assessments - Debit Transactions	0.13%
Visa Assessments – Credit Transactions	0.13%
MasterCard Assessments (Credit transactions < \$1,000.00 and all Debit transactions)	0.12%
MasterCard Assessments (Credit transactions > \$1,000.00)	0.14%

Internal Paymentech Use Only:

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Paymentech Contract No.: 063576

Page 2 of 5

Date: October 30, 2017

Schedule A to Merchant Agreement**Merchant Name: Invoice Cloud, Inc.****For Transactions for:** Village of Oak Park

Payment Brand Fees – Assessments. Paymentech will "Pass through" to merchant an amount equal to the applicable assessment rate established by the Payment Brands. For your convenience, the current assessment rates are set forth below.

Discover, Diners, & JCB Assessments	0.13%
-------------------------------------	-------

Payment Brand Fees - Data Usage Fees	Credit	Debit
Visa Acquirer Processing Fee	\$0.0195	\$0.0155
MasterCard Network Access and Brand Usage (NABU) Fee (Charged per Authorization and per Refund)	\$0.0195	\$0.0195
Discover, Diners, & JCB Card Data Usage Fee	\$0.0195	\$0.0195

Payment Brand Fees – Access Fees. Paymentech will "Pass through" to merchant an amount equal to the applicable access fee/rate established by the Payment Brands. For your convenience, the current access fees/rates are set forth below.

MC Acquiring License Fee*	Charged on MasterCard Gross Sales volume. See Additional information under Payment Brand Fees below.	.004%
MC Digital Enablement/Card Not Present Fee	Charged on MasterCard Card Not Present Gross Sales volume.	.010%
Discover, Diners, or JCB Network Authorization Fee	Charged by Discover on all authorizations for card transactions that are settled through the Discover Network	\$.0025
MC Auth Access Fee – AVS Card Present	Charged by MasterCard when a merchant uses the address verification service to validate a cardholder address	\$.01
MC Auth Access Fee – AVS Card not present		\$.01
MC Auth Access Fee	Charged by MasterCard when an authorization is reversed or the authorization is provided by MasterCard if the card issuer is not available	\$.005
MC Card Validation Code 2 Fee	Charged by MasterCard when a merchant submits the Card Validation Code 2 (CVC2) in an authorization request	\$.0025
MC SecureCode Transaction Fee	Charged on MasterCard SecureCode transactions that are sent for verification	\$0.03
MC Account Status Fee - Intra-regional	Charged by MasterCard or Visa when a merchant uses this service to do an inquiry that a card number is valid	\$.025
MC Account Status Fee - Inter-regional		\$.03
Visa Zero \$ Acct Verification Fee		\$.025
MC Processing Integrity Fee	Charged when a card is authorized but not deposited and the authorization is not reversed in a timely manner. *the minimum fee amount for a Final Authorization is \$.04	
Pre Authorization		\$.045
Final Authorization*		.250%
Visa Misuse of Authorization Fee		\$.093
Visa Zero Floor Limit Fee	Charged when a transaction is deposited but never authorized	\$.20
Visa Transaction Integrity Fee	Applies to Visa Debit and Prepaid transactions that do not meet qualification criteria for Custom Payment Service (CPS) categories.	\$.10
MC Ineligible Chargeback Blocking Fee	Charged when a fraud related Chargeback is blocked by MasterCard.	\$3.00
MasterCard Cross Border Assessment Fee	Charged by MasterCard, Visa, Discover, Diners and JCB on foreign bank issued cards	.60%
Visa International Service Assessment Fee		.80%
Discover, Diners, & JCB International Service Fee		.80%
MC International Support Fee	Additional fee charged by Visa, MasterCard, Discover, Diners and JCB on foreign bank issued cards	.85%
Visa Interregional Acquiring Fee (IAF) (other MCC's)		.45%
Visa Interregional Acquiring Fee (IAF) (high risk MCC's)		.90%

Internal Paymentech Use Only:

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Paymentech Contract No.: 063576

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Date: October 30, 2017

Schedule A to Merchant Agreement**Merchant Name: Invoice Cloud, Inc.****For Transactions for:** Village of Oak Park

Payment Brand Fees – Access Fees. Paymentech will "Pass through" to merchant an amount equal to the applicable access fee/rate established by the Payment Brands. For your convenience, the current access fees/rates are set forth below.		
Discover, Diners, & JCB International Processing Fee		.50%
Visa Partial Auth Non-Participation Fee	Applies to Petroleum merchants using automated fuel pumps that do not support Partial Authorization.	\$.01
MC Global Wholesale Travel Transaction Program B2B Fee	Applies to Travel merchants for transactions qualifying at the MasterCard Commercial Business-to-Business interchange category.	1.57%
Visa Global B2B Virtual Payment Service Fee	Applies to Travel merchants for transactions qualifying at the Visa Global B2B Virtual Payments interchange category.	1.55%

6. Periodic Fees**Monthly Fees**

Visa Fixed Acquirer Network Fee - Visa Fixed Acquirer Network Fee is a monthly fee assessed by Visa per tax ID based on Merchant Category Code (MCC), dollar volume, number of merchant locations, and whether the physical Visa card is present or not present at the time of the transaction. This fee can vary monthly.	Pass-Through
MasterCard Merchant Location Fee – MasterCard Merchant Location Fee of \$1.25 will be applicable for each month with \$200.00 or more in MasterCard volume. This fee will be assessed annually in May based on the previous 12 months activity.	\$1.25

Payment Brand Fees

A substantial amount of the fees that we charge for processing Transactions consists of charges that we must pay to the Payment Brands and card issuing banks (or that are otherwise charged to us by the Payment Brands and card issuing banks) under the Payment Brand Rules. These charges (collectively referred to in this Schedule A as "Payment Brand Fees") include, but are not limited to, interchange, assessments, file transmission fees, processing fees, network access fees, and cross border fees. Whether a particular Payment Brand Fee applies is based on several factors, like the type of Payment Instrument presented, specific information contained within the Transaction, how and when the Transaction is processed, and the merchant's domicile and industry.

Please note that Paymentech, LLC ("Chase") may, from time to time, elect not to charge you for certain existing, new or increased Payment Brand Fees. If we elect not to charge you, we still reserve the right to begin charging you for existing, new or increased Payment Brand Fees at any time in the future, upon notice to you. No such Payment Brand Fees will be imposed retroactively.

Additional information about significant Payment Brand Fees (Interchange and Assessments), can be found at: www.chasepaymentech.com/interchange_and_assessment_understanding.html

*MasterCard assesses the MasterCard Acquiring License Fee annually to each Acquirer based on the total annual volume of MasterCard-branded sales (excluding Maestro PIN debit volume) of its U.S. domiciled merchants. To fairly distribute the fee across all Paymentech MasterCard-accepting merchants, a rate of .004% will be applied to all of your MasterCard gross sales transactions.

Amount due upon Termination

In addition to the other amounts due under this Agreement (including without limitation, the fees and charges described in this Schedule A), you may owe an amount in the event you terminate this Agreement. Whether you will owe that amount, and how much you will owe, will be determined in accordance with the terms of the Agreement, including, without limitation, the "Termination" section.

[Schedule A continues on next page]

Internal Paymentech Use Only:

Paymentech Contract No.: 063576

Page 4 of 5

Date: October 30, 2017

Rev 04/17pdf

Schedule A to Merchant Agreement**Merchant Name: Invoice Cloud, Inc.****For Transactions for:** Village of Oak Park**Volume Schedule**

Tier Level	Term Transaction Volume	Volume Range	Per Visa or MasterCard Auth Reversal Misuse Prevention	Per Bankcard, Discover, and Diners Settled Authorizations	Per American Express and JCB Authorizations	Per Bankcard, Discover, and Diners Settled Transactions
Tier 1	First 1,000,000	1 – 1,000,000	\$.03	\$.03	\$.10	.05%
Tier 2	Next 9,000,000	1,000,001 – 10,000,000	\$.02	\$.02	\$.05	.03%
Tier 3	Over 200,000	10,000,001 +	\$.01	\$.01	\$.035	.02%

The above grid applies to Bank Card, Discover, and Diners transactions beginning as of the date of the first submission of Bank Card Transactions to Paymentech and continues for the term of the Agreement. We agree to rebate fees only in the case where we fail to reduce the transaction fee when Merchant's volume reaches the next grid level.

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**Pricing Schedule to Agreement
Electronic Check (eCheck)**

Merchant Name: Invoice Cloud, Inc.

For Transactions for: Village of Oak Park



**Pricing Schedule to Agreement
Electronic Check (eCheck)**

Electronic Check (eCheck) Assumptions

Transaction - Related Assumptions *(All eCheck transactions from all divisions and subsidiaries will be processed by Paymentech)*

Annual eCheck Transactions	5400	Avg eCheck Transaction Amount	\$ 300
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1. Common Transaction Types

Transaction & Authorization Fees

eCheck Validation (Online Only) - This fee is assessed when using a 'Validate Only' action code and when the transaction passes Validation. Validation includes format and data edit checks bank routing number checks and comparison to Paymentech proprietary internal negative file. Note: Validation also occurs with every deposit transaction in batch at no charge.	See Volume Schedule
eCheck ACH Transaction - This fee is assessed for successfully deposited eCheck transactions indicating the bank account has been successfully debited or credited.	See Volume Schedule
eCheck Prenote Transaction - This fee is assessed when a prenote transaction is run which is a zero dollar transaction that determines whether the account number information is valid.	See Volume Schedule
eCheck Redeposit Transaction - This fee is assessed when an ACH return occurs and the merchant has authorized Paymentech to resubmit the item to the ACH network. Only transactions returned for insufficient or uncollected funds can be resubmitted.	\$.035
eCheck ECP Deposit Check (Facsimile Draft) Deposit - Paper (Facsimile) Drafts are created when a transaction is not eligible for ACH processing. The transaction is sent to the bank outside of the ACH network.	\$5.00
eCheck Redeposit Paper Draft - This fee is assessed when a paper return occurs and the merchant has authorized Paymentech to resubmit the item through the banking system (e.g. NSF Returns / Uncollected Funds).	\$.04

2. Per Incidence Fees – charged every time your account incurs one of the below items

Per Incidence Fees – Returns ACH Fees/Dishonored Return Fees

ACH Return/ACH Dishonored Return Processed/Represented - This fee is assessed every time an item which has been presented for deposit into the ACH network is returned by the RDFI (consumer bank) or when Paymentech dishonors a late return originally initiated from the RDFI.	\$.25
eCheck Notification of Change - This fee is assessed when Paymentech receives a change notice from RDFIs (consumer's bank) on bank format changes (Routing/Account Number). This information is conveyed back to our clients as a NOC when an old or previous Routing/Account Number is used. This is particularly important for clients who store consumer profiles.	\$.07
Deposit Matching - This fee is assessed whenever a transaction that is submitted with old routing/bank account information is updated by our NOC system with the corrected bank information. The system updates are based on Notification of Changes that have been stored in our NOC database.	\$.75
Facsimile Draft Return/Dishonored Paper Return Processed/Represented - This fee is assessed for those items which have been presented to the RDFI as Paper Drafts but have been returned or when Paymentech dishonors a late return.	\$.10

Per Incidence Fees – Miscellaneous Transaction Related

eCheck Reject Fee - Submitted transactions are validated prior to deposit. If the transaction fails validation this fee is charged instead of the eCheck ACH Transaction fee.	\$.04
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Pricing Schedule to Agreement
Electronic Check (eCheck)

Merchant Name: Invoice Cloud, Inc.

For Transactions for: Village of Oak Park

3. Other Fees

Per Incidence Fees

eCheck ACH Unauth Entry Fee - This is a mandatory pass through fee used to compensate the issuing banks involved in processing all unauthorized returns through the ACH network; R05, R07, R10, R29, R51. This fee is assessed to each unauthorized return received daily as set forth by the ACH network and is a non-negotiable rate.	\$4.50
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eCheck Annual Volume Schedule

Tier Level	eCheck Transaction Volume	Volume Range	Per Validation Transaction	Per eCheck ACH / eCheck Prenote Transaction
Tier 1	First 1,000,000	1 – 1,000,000	\$.0200	\$.040
Tier 2	Next 9,000,000	1,000,001 – 10,000,000	\$.0150	\$.035
Tier 3	Over 10,000,000	10,000,001 +	\$.0125	\$.025

The above grid applies to ECP transactions beginning as of the date of the first submission of ECP Transactions to Paymentech and continues for the term of the Agreement. We agree to rebate fees only in the case where we fail to reduce the transaction fee when Submitter's volume reaches the next grid level.

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Form W-9
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Village of Oak Park		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ Government		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) 123 Madison Street		Requester's name and address (optional)
	6 City, state, and ZIP code Oak Park, IL 60302		
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
3	6		6	0	0	6	0	2	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 12-12-17
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.