Subject: **Statewide Contract for Merchant Card Processing Services**

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name **Department of Administrative Services**	1.2 State Agency Address **25 Capitol Street** **Concord, NH 03301**
1.3 Contractor Name JPMorgan Chase Bank NA, Paymentech, LLC	1.4 Contractor Address 14221 DALLAS PARKWAY DALLAS, TX 75254
1.5 Contractor Phone Number 603-896-8439 1.6 Account Number	1.7 Completion Date ~~5/3/2019~~ JM 5.6.16 5/17/2019 1.8 Price Limitation $15,000,000.
1.9 Contracting Officer for State Agency Lisa Pollard	1.10 State Agency Telephone Number (603) 271-7272
1.11 Contractor Signature David Miller	1.12 Name and Title of Contractor Signatory DAVID MILLER VICE PRESIDENT, CREDIT

1.13 Acknowledgement: State of Texas, County of Dallas

On May 3, 2016, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

ROHONI S. DOUBLEDAY
MY COMMISSION EXPIRES
September 18, 2018

Rohoni S. Doubleday

1.13.2 Name and Title of Notary or Justice of the Peace

Rohoni S. DOUBLEDAY – Executive Asst – Legal Dept

1.14 State Agency Signature Vicki V. Quiram Date: 5/10/16	1.15 Name and Title of State Agency Signatory Vicki V. Quiram, Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 5/10/2016

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: DEPUTY SECRETARY OF STATE MAY 18 2016

Contractor Initials: JM
Date: 5-3-16

55.

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

VICKI V. QUIRAM
Commissioner
(603)-271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603)-271-3204

May 5, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Sole Source

REQUESTED ACTION

Authorize the Department of Administrative Services, Division of Procurement and Support Services to enter into a **sole source** contract for merchant card processing services with JPMorgan Chase Bank NA, Paymentech, LLC, (VC#272967), Dallas, Texas, for a not to exceed price of $15,000,000. This contract is effective upon Governor and Council approval through May 17, 2019. Funding for this service shall be paid by the Liquor Commission initially and any other respective state agency at the rates quoted herein.

EXPLANATION

This contract will provide credit and debit card processing services for state agencies depending on their business needs. This contract will initially be utilized by the Liquor Commission to process credit and debit card transactions and pass through gift card information to a third party gift card processor for approximately 80 stores located throughout the state. Time is of the essence as the State's current payment switch will not be Payment Card Industry (PCI) compliant after October 28, 2016.

JPMorgan Chase Bank NA, Paymentech, LLC (Paymentech) was selected because they are currently processing the Liquor Commission's merchant card transactions and passing through their gift card information to a third party company, GiveX, that maintains their current gift card database. Paymentech is also certified with the proposed Verifone point of sale devices. This request is noted as **sole source** because there is not sufficient time to convert the credit, debit and or gift card data to another payment processor. Utilizing Paymentech will enable the State to minimize the time to move to the new point of sale devices so that we are in compliance with Payment Card Industry (PCI) and Europay MasterCard Visa (EMV) requirements while ensuring continuity of operations for credit, debit and gift card processing services for the Liquor Commission.

Respectfully submitted,

Vicki V. Quiram

Vicki V. Quiram
Commissioner

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and

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guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

Contractor Initials: DTM
Date: 5-3-16

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials: Dm
Date: 5-3-16

State of New Hampshire Department of Administrative Services
Bureau of Purchase and Property
Statewide Contract for Merchant Card Processing Services

EXHIBIT A
STATEMENT OF WORK

1. CONTRACT

1.1 Contract Documents.

This Contract consists of the following Contract Documents:

Form P-37	General Provisions
Exhibit A	Statement of Work & Definitions
Exhibit A-1	Services
Exhibit B	Compensation
Exhibit C	Special Provisions to Form P-37
Exhibit C-1	Additional Provisions

1.2 Order of Precedence

In the event of conflict or ambiguity among any of the Contract Documents, the following Order of Precedence shall govern: Exhibit C-1, the Paymentech agreement shall take precedence over any conflicting term and shall take precedence over any matter related to the Settlement Account, any matter related to Payment Brand Rules and compliance therewith, any matter related to the right of Contractor to establish a Reserve account and the rights of Contractor to terminate.

a. Form P-37, *General Provisions*, as modified in Exhibit C, and Exhibit C-1;
b. Exhibits A through B

1.3 Non-Exclusive Contract

This is a Non-Exclusive Contract; provided, however, it is agreed that the State agrees that the Transactions generated by, through or related to the State's Liquor Commission shall be processed exclusively by Contractor. The State, at its sole discretion, may otherwise retain other contractors or other sources to provide Services or Deliverables procured under this Contract.

2. CONTRACT TERM/COMMENCEMENT OF WORK

The Initial Term of this Contract shall commence upon approval of Governor and Executive Council (the "Effective Date"), and extend through May 17, 2019.

The Contractor shall commence full performance of the Services on the Effective Date at 12:01 a.m. Contractor is responsible for timely performance of the Contractor's obligations under this Contract.

3. SERVICES

Contractor Initials: Dm
Date: 5-3-16

The Contractor shall furnish the State with the Services required under this Contract, and as more fully set forth in Exhibit A-1, *Services*.

4. COMPENSATION

The Contract price for Contractor's processing fees, method of payment, and terms of payment are set forth in Exhibit B:*Compensation*.

5. CONTRACT MANAGEMENT

5.1 Contractor Point Of Contact

5.1.1The Contractor shall assign a Contractor Point of Contact who shall serve as the representative of the Contractor for administrative and contract management matters.

5.1.2 The Contractor Point of Contact shall function as this Contractor's representative for administrative and management matters. The Contractor Point of Contact shall be available to promptly respond to inquiries from the State during Normal Business Hours. The Contractor Point of Contact shall work diligently and use his/her commercially reasonable efforts on the Project. The Contractor Point of Contact shall be qualified to perform the obligations required of the position under this Contract. Contractor will provide written notice to State upon replacement of the Contractor Point of Contact. Such Contractor Point of Contact shall be of comparable skills.

Account Team Access .Contractor shall provide telephone, facsimile, and Internet e-mail access to each individual on the Contractor account team. General toll free numbers shall be provided for telephone and facsimile services on a statewide basis. Contractor shall make a good faith effort to resolve all inquiries from the State within twenty-four (24) hours or the next business day.

5.2.1 The Contractor Point of Contact is:

Kate Frawley
Corporate Relationship Manager
4 Northeastern Blvd
Salem, NH 03079
(603) 896-8693
Kate.frawley@chasepaymentech.com

5.3 State Contract Manager

The State shall assign a contract manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:

Lisa Pollard, Director, Procurement and Support Services
New Hampshire Department of Administrative Services
25 Capitol Street, Room 101
Concord, NH 03301
Office (603.271.7272)
Lisa.pollard@nh.gov

Contractor Initials: DM
Date: 5-3-16

5.4 Dispute Resolution

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information or any issue relating to Payment Brand Rule or Security Standard compliance), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the invoking party's right to any other remedy permitted by this contract.

The following table sets forth the responsible parties for each level of the dispute resolution and the corresponding time allotment for resolution at each level.

Level	The Contractor	The State	Cumulative Time Allotted
Primary		Lisa Pollard (603.271.7272)	5 business days
First		Michael Connor (603.271.6899)	10 Business days
Second		Vicki Quiram (603.271.3201)	15 Business days

The allotted time for the first level negotiations shall being on the date the invoking party's notice is received by the other party.

DEFINITIONS

Capitalized terms used in this Contract shall have the meanings given below:

"ACH/EFT"	Automated Clearing House/electronic funds transfer; often used interchangeably; an ACH payment is a form of electronic funds payment that is sent from one bank to another via the ACH network which is federally regulated and operates pursuant to the rules and stands set by National Automated Clearing House Association (NACHA)
"Agency"	A State of New Hampshire agency, division, office, department, bureau, commission or other entity performing a governmental or proprietary function for the State of New Hampshire which has been reviewed and approved by Contractor and which has agreed to be bound by the terms and conditions of the Agreement
"Application"	A statement of Merchant's financial condition, a description of the characteristics of Merchant's business or organization, and related information Merchant has previously or concurrently submitted to Contractor including credit, financial and other business related information, to induce Contractor to enter into this Agreement with Merchant and that has induced Contractor to process Merchant's Transactions under the terms and conditions of this Agreement.
"Card"	See either Credit Card or Debit Card.
"Cardholder"	A person whose name is embossed on the Card (or Debit Card, as applicable) and any authorized user of such Card.

Contractor Initials: dm
Date: 5-3-16

"Chargeback"	A reversal of a Transaction Merchant previously presented to Contractor pursuant to Payment Brand Rules.
"Confidential Information"	Information the parties shall keep confidential from unauthorized disclosure.
"Contract"	Is as defined in this Agreement
"Contract Documents"	Documents that comprise this Contract as identified in Exhibit A, *SOW*, Section 1.1.
"Contract Manager"	The persons identified by the State and Contractor in Exhibit A, SOW.
"Contractor"	Paymentech LLC
"Conveyed Transaction"	Any Transaction conveyed to a Payment Brand for settlement by such Payment Brand directly to Merchant.
"Customer"	The person or entity to whom a Payment Instrument is issued or who is otherwise authorized to use a Payment Instrument.
"DAS"	N.H. Department of Administrative Services
"Data Compromise Event"	An occurrence that results, or could result, directly or indirectly, in the unauthorized access to or disclosure of Transaction Data and/or Payment Instrument Information.
"Effective Date"	The date on which this Contract takes effect upon Governor and Executive Council approval; the date the Agreement takes effect pursuant to Item 2 of Exhibit A.
"EMV"	Means Europay, MasterCard and Visa; chip-based payment card, containing an embedded microprocessor that has information needed to use the card for payment.
"Form P-37"	The State of New Hampshire's standard form contract, Form P-37, *General Provisions*.
"GAAP"	Generally Accepted Accounting Principles
"Governor and Executive Council"	The New Hampshire Governor and Executive Council.
"Initial Term" or "Term"	The period from the Effective Date through the initial completion date set forth in Section 1.7 of the Form P-37.
"IP"	Internet Protocol
"IVR"	Interactive Voice Response System available via Touch-Tone phone
"Issuing Bank"	Means the financial institution or other member of a Payment Brand that has a contractual relationship with the Customer for the issuance of a Payment Instrument.

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"Member"	Means JPMorgan Chase Bank, N.A. or other entity providing sponsorship to Paymentech as required by all applicable Payment Brands. Member is a principal party to this Agreement and Merchant's acceptance of Payment Brand products is extended by the Member.
"Merchant ", "Merchants" or "Merchant Agency (ies)"	The State of NH agencies, Merchants, and as modified from time to time by the agreement of the parties as provided in Exhibit C-1, during the Term .
"Settlement Account"	Settlement bank accounts has the meaning set forth in section 4.2 of Exhibit C-1. The term "Merchant Account" shall have the
"Merchant ID Number" or "Merchant	An identification number assigned by the Contractor to an individual Merchant.
"Non-Exclusive Contract"	A contract that does not restrict the State from seeking alternative contractors or sources for the products and services provided under this Contract. This Contract shall be deemed Nonexclusive except to the extent provided for in this Contract.
"Normal Business Hours"	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
"Order of Precedence"	The order in which Contract Documents govern in the event of any conflict or ambiguity among them.
"Payment Application"	Means a third party application used by merchant that is involved in the authorization or settlement of Transaction Data.
"Payment Brand"	Means any payment method provider whose payment method is accepted by Paymentech for processing, including, without limitation, Visa 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 and the Electronic Payment Association (frequently referred to as "NACHA").
"Payment Brand Rules"	Means all bylaws, rules, programs, regulations, specifications, and manuals, as they exist from time to time, of the Payment Brands.
"Payment Card Industry Data Security Standards" or "PCI"	A set of security standards established by Payment Card Industry Security Standards Council.

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"Payment Instrument" or "Payment Card"	Means 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 Merchant accepts 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. Use of the term Payment Instrument or Payment Card throughout this Agreement includes any Payment Instrument with an embedded microcomputer EMV chip.
"Payment Instrument Information"	Means information related to a Customer or the Customer's Payment Instrument, that is obtained by Merchant from the Customer's Payment Instrument, or from the Customer in connection with his or her use of a Payment Instrument (e.g., a security code, a PIN number, credit limits, account balances, 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 Payment Instrument 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. For the avoidance of doubt, the data elements that constitute Payment Instrument Information shall be treated according to their corresponding meanings as "cardholder data" and "sensitive authentication data" as such terms are used in the then current PCI DSS.
"Payment Method Provider"	Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other Credit Card and Debit Card providers, or any debit network providers, whose payment method Contractor accepts for processing.
"Paymentech" or "Chase Paymentech"	Means Paymentech, LLC, a Delaware limited liability company, having its principal office at 14221 Dallas Parkway, Dallas, Texas 75254.
"PCI"	Payment Card Industry
"PCI Security Standards Council"	The PCI Security Standards Council is an open global forum for the ongoing development, enhancement, storage, dissemination and implementation of security standards for account data protection. The PCI Security Standards Council's mission is to enhance payment account data security by fostering broad adoption of the PCI Security Standards. The organization was founded by American Express, Discover Financial Services, JCB International, MasterCard Worldwide, and Visa Inc.

Contractor Initials: BM
Date: 5-3-16

"POS" or "Point of Sale"	Point of sale service for Credit and/or Debit cards and E-checks.
"Refund"	Means any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services, and any adjustment of a Transaction.
"Refund Policy"	Means a written policy with regard to Refunds.
"Retrieval Request"	Means a request for information by a Customer or Payment Brand relating to a claim or complaint concerning a Transaction.
"Sales Data"	Electronic record of a sale representing payment by use of a Card or a refund/credit to a Cardholder.
"Security Standards"	Means 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, without limitation, the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program ("CISP"), Discover's Information Security & Compliance Program ("DISC"), 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 Transmission Security program ("PCI PTS"), in each case as they may be amended from time to time.
"Services"	The services and products Contractor shall furnish the State under this Contract.
"Service Provider"	Means any party that processes, stores, receives, transmits, or has access to Payment Instrument Information on Merchant's behalf, including, without limitation, its agents, business partners, contractors and subcontractors.
"Settled Transaction"	Means a Transaction conducted between a Customer and Merchant utilizing a Payment Instrument in which consideration is exchanged between the Customer and Merchant for the purchase of a good or service or the Refund of such purchase and the value for such Transaction is settled by the Payment Brand through Paymentech to the Merchant.
"Statement of Work" or "SOW"	Exhibit A, *Statement of Work.*
"State" or "State of New Hampshire"	DAS and/or Merchants, as applicable.
"State Fiscal Year" or "SFY"	The New Hampshire State Fiscal Year which begins on July 1st and ends on June 30th of the following calendar year

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"Stored Value Card Transaction"	Means a Transaction in which a Customer adds or redeems value to or from a stored value card, gift card, or loyalty Payment Instrument issued by or on behalf of Merchant.
"Tokenization"	The process of breaking a stream of text up into words, phrases, symbols or other meaningful elements called tokens.
"Transaction"	Means a transaction conducted between a Customer and Merchant utilizing a Payment Instrument in which consideration is exchanged between the Customer and Merchant.
"Transaction Data"	Means the written or electronic record of a Transaction, including, without limitation, an authorization code or settlement record, which is submitted to Paymentech
"Transaction Receipt"	Means an electronic or paper record of a Transaction generated upon completion of a sale or Refund, a copy of which is presented to the Customer.
Treasurer	State of N.H. Treasurer

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EXHIBIT A-1 SERVICES

1. GENERAL PROCESSING REQUIREMENTS

CREDIT CARDS, DEBIT CARDS AND STORED VALUE CARDS

Contractor shall provide credit card processing services, (authorization, settlement and reporting) for Visa, Master Card, American Express and Discover. Contractor shall provide processing services and solutions for Debit Cards and Credit Cards.

Discover and American Express

Contractor shall convey Transactions in accordance with section 4.3 of Exhibit C-1 for any Agency that becomes a party to this Agreement and which processes Discover or American Express transaction directly through Discover or American Express. The Contractor shall support Discover Full Service where the Contractor fully handles the processing of Discover transaction similar to Visa and MasterCard transaction.

Security

Contractor shall comply with all Payment Card Industry Standards, (PCI). Contractor shall remain in compliance with PCI DSS during the initial term of this Contract and any subsequent renewal period.

Settlement

Only after Contractor has performed its required reviews to add agencies or locations and appropriate documentation has been completed to bind such entities under the Agreement, the State Treasurer shall assign any and all bank accounts for State Agency settlements and merchant activity. No merchant numbers or identifications shall be assigned to State Agencies without written notification from Merchant Card Services and approved by the State Treasury and the Department of Information Technology.

Contractor shall post funds received on behalf of distinct merchants (e.g., individual State Agencies) to the State's bank accounts designated by the Treasurer. Any bank account changes will be made by the State, or pursuant to the State's direction.

Settlement Transmission

Once conversion to the Chase platform is complete, settlement data shall go over the same connection as authorization data.

Credit Card Deposit

The Contractor shall provide provisional settlement into State accounts generally within forty- eight (48) hours upon receipt of settlement funds by Contractor; provided, however, it is expressly agreed and understood that settlement shall be subject to the terms and conditions set forth in section 4 of Exhibit C-1.

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Reconciliation of Receipts

All receipts into State accounts shall be reconciled by the Agency through daily Contractor reports and a unique identification number for that Agency.

Representation

The State shall be assigned a dedicated Contractor Account Representative that can be contacted by phone and email. Contractor's after hours representatives can be reached by a toll free number.

The Contractor Account Representative shall correspond with the State's Merchant Card Services office for all Agency requirements including, but, not limited to, setting up new merchant accounts, access to reporting tools or Virtual Terminals, and any other modifications to a Merchant Agency's processing.

Reconciliation of Receipts.

All receipts into Merchant Account(s) shall be capable of reconciliation by Merchant Agencies through daily report(s) and their respective Merchant ID Numbers.

Cooperation

The Contractor shall fully cooperate with the Merchant in the implementation of any new Services which the parties have mutually agreed to include under this Agreement including any new services that may be mutually agreed upon in the future.

1. REPORTING REQUIREMENTS

System Requirements

- The Contractor shall provide a single internet based/on-line system for report generation.
- The system shall provide the ability for each Agency to view only the financial data for their Chain Merchant ID and allow access to view the individual data for a specific location under their Chain Merchant ID.
- The reporting system shall allow Treasury and DAS Merchant Card Services to view financial data at a statewide level.
- The Contractor shall provide sales, payment and accounting detail as mutually agreed for each Internet application

Reporting to Agencies, DAS Merchant Card Services and the Treasury Department

At a minimum, the Contractor shall provide the following:

- Daily and monthly reports of all transactions, regardless of volume;
- Online web access shall include, but is not limited to, current plus 13 months of summary and 6 months of historical data detailing:
    - Transaction type

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- Dollar amount of transaction with any associated identified
- Date and time of transaction
- Date of settlement
- Daily subtotal by transaction type for each Agency
- Authorization number for transaction
- The full customer credit card number (The credit card number should be masked unless an Agency requests access to view the full card number and has a valid business reason to do so)

If additional historical data is needed a request can be submitted to the Contractor.

- Reports similar to, but not limited to, the following:

1. **Checking Account Report**
   - *Ability To Search by:*
     → Date Range (From and To)
   - *Results Returned:*
     → Summary List of Batches by Date and by Merchant ID
   - *Drilldown:*
     → Merchant ID Summary Batch to the Transaction Detail
2. **Authorization Code Report**
   - *Ability To Search by:*
     → Authorization Code
     → Date Range
     (Within ALL MID#s)
   - *Results Returned:*
     → Transaction Detail based upon the authorization code
3. **Charge Back Report**
   - *Ability to Search by:*
     → Date Range, ***and/or***
     → Merchant ID#
   - *Results Returned:*
     → Transaction Detail related to the Chargeback
4. **Funding Report lists bank account info by Checking Account**
   - *Ability to Search by*
     → Date Range
   - *Results Returned*
     → Summary of Fees by Merchant ID
   - *Drilldown*
     → Detail of Fees by Merchant ID
5. **Summary of Historical Bank Fees**
   - Ability to Search by
     → Merchant ID
   - *Results Returned*
     → Fees for the Merchant ID by Month/Year
6. **Summary of Batches for a Merchant ID Report**
   - *Ability to Search by*
     → Date Range
   - *Results Returned*
     → Summary of Batches for ALL Merchant IDs

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- *Drilldown*
  - → Batch Transaction Detail by Merchant ID
- Customized reports as specified and agreed to by the Merchant Agency and Contractor

Online Chargeback Reporting

- The Contractor shall provide immediate online access to outstanding retrieval requests and chargebacks.
- The Contractor shall allow and provide a fully electronic online chargeback system that shall accept electronic signatures and support files to satisfy outstanding retrieval requests and chargebacks.

Monthly Statement

The Contractor shall provide each Merchant Agency a detailed online monthly statement of sales and all charges incurred. Each Merchant Agency shall have access to its monthly statement.

Data Export

The Contractor shall provide data export capabilities to Microsoft Excel and CSV file format (Comma Delimited).

3. FUNCTIONAL REQUIREMENTS AND CAPABILITIES

Access Methods

Communications

Contractor shall accommodate dial-up, direct connection and Internet technologies as required by each Merchant Agency.

The State requires 98% authorization system availability or better.

Dial-up shall run on a toll free telephone number.

Contractor shall have the capability of providing direct connection methods which are IP based.

Interfaces

Contractor shall accommodate stand-alone, integrated Internet browser and API based interfaces.

Stand-alone: Contractor may obtain from contractor, to the extent available, for the then current fee, the devices to be used, or allow the use of Merchant-owned or -leased devices, which shall provide magnetic stripe readers, chip card, PIN pads, and batch totals for the end of business.

Gateway: Contractor shall provide a gateway tool that has multiple processing methods as

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follows:

- **Internet browser/ Virtual Terminal:** Merchant can submit Transactions and make corrections and adjustments as required via the Internet through a Virtual Terminal. The Virtual Terminal shall have the capability to process payments that are swiped on a USB swipe device connected to the computer; however, it shall not be required.

- **Internet API:** To allow an Agency's Internet applications to interface with the Contractor's Electronic Payment System, (EPS).

  - **Hosted Payment Page:** Contractor shall provide a method that allows a Merchant

    Agency to connect their website to a hosted payment page ("Pay Here") that goes to the Contractor's gateway to process the actual transaction. This method shall have the ability to accept credit cards, debit cards and echecks. The Hosted Payment Page shall allow the State to include State Agency elements such as, but shall not be restricted to, State Seal and Agency verbiage, to advise Cardholders that they have reached an approved State site. In the event that the State is utilizing the Contractor's Hosted Payment Page, the Contractor assumes all responsibility for a secure payment page hosted by a fully PCI compliant infrastructure.

Processing Methods

Contractor shall provide for both Authorization Only and Capture methods of processing.

- **Authorization Only:** Merchant shall acquire authorizations from the Contractor and the Merchant shall submit transactions for all its locations as a batch at the end of the day for settlement purposes.
- **Capture:** Merchant shall acquire authorization and the Contractor shall capture all transaction information and submit transactions as instructed by the Merchant for settlement purposes.

Other Services

- **Mobile solutions**
  1. Upon the State's request when such services are requested to be implemented, the Contractor will provide the State fees for a mobile solution that can be used to take payments at various events using a mobile Wireless terminal or other device. The Wireless device may have access to a secure WiFi Network following all PCI Requirements. The State may request such services and the parties agree to cooperate and to implement according to a mutually agreed upon schedule.
  2. The Contractor shall have a mobile application that can be used on a Smart Phone to take payments at various events. The application shall be PCI Compliant. Said services shall be available upon the request of the State, and the parties agree to cooperate and implement according to a mutually agreed upon schedule. Contractor will provide the State with the fees for these services in writing upon written request by the State.

Contractor Initials: DM
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Stored Value Card

Currently Contractor is a service provider of Givex USA Corporation ("Givex") and is currently contractually permitted to convey stored value Transactions to Givex. As a service provider of Givex, Contractor will convey such Transactions to Givex so long as it is contractually permitted to convey the Merchant's stored value Transactions and it has not received notice from Givex that Givex will be receiving stored value Transactions directly from the Merchant. In the event that Givex ceases to process Merchant's stored value card information, Contractor agrees that it shall pass Merchant's stored value card information through another Contractor-certified third party vendor.

MERCHANT ACCOUNTS AND HIERARCHY

It is agreed and understood that the State shall work with Contractor to satisfy Contractor's Know Your Customer requirements and credit risk requirements throughout the term of the Agreement. The Contractor shall maintain the State's current multiple tier merchant hierarchy. At a minimum, these tiers shall include:

Corporate Merchant ID: State of New Hampshire – All Chain Merchant IDs fall under this Corporate Merchant ID.
Chain Merchant ID: A State Agency's main Merchant ID – All outlet or merchant locations IDs for the Agency fall under this chain merchant ID. Generally an Agency shall have one of these.
Merchant: Each outlet (Merchant location) usually has its own merchant number under the Agency's chain merchant ID. Generally an Agency shall have one or more of these merchant IDs.

The Contractor may supplement this basic scheme in order to facilitate reporting.
The merchant hierarchy shall be used for reporting and the generation of statements and invoices. Each Agency / chain Merchant shall receive a monthly statement detailing all sales, processing and interchange fees. All charges and fees for individual Chain / Agencies are to be deducted from the designated account once monthly as outlined herein.; provided, however, with respect to chargebacks or penalties, the relevant provisions of Exhibit C-1 will govern and such amounts will be passed through to the State as provided in the Select Agreement, Exhibit C-1.

The Contractor shall establish and maintain all merchant accounts including both merchant identification numbers (MIDs) and terminal identification numbers (TIDs).

The Contractor shall provide the Project Manager with MIDs and TIDs when the accounts are established. The State will ensure that all requests must come through the DAS Merchant Card Services. No Agency shall be allowed to directly submit a Merchant ID request to create, terminate or modify an existing Merchant ID. All Merchant ID request are reviewed and approved by the Department of Administrative Services, the Department of Information Technology and the Treasury Department prior to being submitted to the Contractor.

Separate Merchant Numbers

The Contractor must allow separate merchant numbers to be available for different agencies or locations which have agreed to be bound by the terms of this Contract within the Agency structure.

Contractor Initials: DM
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5. CUSTOMER SUPPORT SERVICES

The Contractor shall provide complete customer support services inclusive of the following:

Account Management

The Contractor shall provide a single point of contact for the State or its representative. This point of contact, shall meet on a mutually agreed schedule with appropriate State agency representatives to review and discuss past and future performance issues. Contractor agrees to use all best commercially reasonable efforts to respond to material inquiries from the State with in twenty-four (24) hours or the next business day.

Support for Suspicious Activities

The Contractor shall provide voice authorization services that shall allow a Code 10 Agent to interact with a Merchant representative when suspect or suspicious activities have been identified. The appropriate course of action will be issued by the Code 10 Agent to the Merchant representative. Voice authorization charges shall not apply to a Code 10 request.

Setup and Training

The Contractor shall provide adequate training to Agency personnel when setting up a new Merchant ID. This training shall include, but not be limited to, overview of merchant PCI requirements and important procedures for processing that minimize costs to the State.

Contractor shall provide each Merchant location with training manuals; voice authorizations manuals; response codes and error codes; and AVS Response Codes.

Ongoing training and monitoring

The Contractor shall provide training as mutually agreed regarding monitoring of Merchant Agencies relative to security, self-audits and processing. This ongoing training and monitoring shall include, but is not limited to, information relative to industry best practices, security, fraud and suggestions for improvement.

Semi-annual business review meeting

The Contractor shall provide a semi-annual business review meeting to provide information and guidance on the Merchant Agencies' performances including, but not limited to, processing, chargebacks, interchange rates, and suggestions on how and where the Merchant Agencies could improve performance.

Semi-annual business review meetings shall be on-site at a State location at no additional cost to the State.

STATE OF NEW HAMPSHIRE'S DEDICATED MERCHANT CARD SERVICES

All Agency or Non-Agency requests for new services or modifications to existing services shall come through the Department of Administrative Services Merchant Card Services prior to any

Contractor Initials: dm
Date: 5-3-16

changes. The Contractor shall comply with this request and work with DAS Merchant Card Services to implement new services or modifications as requested by the State. Modifications to the Agreement shall be as set forth in section 15 of Exhibit C-1.

DAS Merchant Card Services shall be the primary contact for all services. No Agency or Non-Agency may request services or modification without the assistance of DAS Merchant Card Services. If any State Agency or Non-Agency contacts the Contractor for any changes to existing services or request for new services they shall be directed back to the State's Merchant Card Services team. This applies to all of the following, but is not limited to, new Merchant ID Requests, access to any and all reporting systems, Virtual Terminals, equipment requests, new services, modification to current services and termination of services.

TRANSFER OF SERVICES AFTER TERM

Provided the State is not in default of the Agreement, the Contractor will use reasonable efforts to assist in the coordination of the transfer of services upon expiration of this contract to enable the State to remain processing Transactions at the rates set forth in this Agreement. The Contractor shall work with the State for a period not to exceed a six (6) months after the termination of the Agreement; provided, however, Contractor shall not be required to perform any service other than its normal business operations in providing Services during the transition period.

6. SUPPLIES

Contractor shall provide to all Merchants: credit card slips, signage, and manual imprinters at Contractor's then current fees.

Contractor Initials: JM
Date: 5-3-16

EXHIBIT B: COMPENSATION

The State shall pay the Contractor for the Processing Fees and Services in accordance with the Rates set forth below in the Fee Schedules ("Schedule A-1 & Schedule A-2"). In no event shall payments for processing services furnished to the State under this Contract exceed the Total Price Limitation set forth in Section 1.8 of the Form P-37 which is fifteen million dollars ($15,000,000). It is expressly acknowledged and agreed that such Price Limitation shall not apply to: (i) Payment Brand pass through fees such as interchange assessments or other Payment Brand fees, (ii) Payment Brand fees, fines and penalties including, without limitation, excessive chargebacks or PCI Compliance assessments, fines and penalties and other related costs, or (iii) costs or expenses associated with Payment Brand Rule compliance, including without limitation, forensic examinations that may be required as set forth is section 12.2 of Exhibit C-1

Payment

Transaction charges, equipment purchases (if applicable), and other charges related to the Services will be reported separately for each State Agency which is subject to the agreement. The State will make payment to the Contractor by authorizing a direct debit from a designated State account. The Contractor shall provide a detailed online statement for all monthly charges.

PAYMENT AND NOTIFICATION

- **Notification** – In accordance with section 9 of Exhibit C-1, The Contractor shall notify the State in writing of any fees, assessments, dues, or other charges, including, but not limited to, increases and decreases, in Contractor's processing fees prior to them taking effect against the State. With respect to Contractor's processing fees only, the State shall not be liable for any fees, fines, assessment or other charges that Contractor has not communicated to the State, in writing, and that have not been agreed to by the State prior to them taking effect against the State.

- The Contractor shall make reasonable efforts to promptly notify the State of any fines, fees or assessments that have been levied to them on behalf of the State

- **Payment** - The State shall pay Contractor by a direct debit from a designated Merchant Account as provided in Exhibit C-1.

OVERPAYMENTS TO THE CONTRACTOR

To the extent an overpayment has been mutually agreed to, the Contractor shall promptly return to the State the full amount of any overpayment or erroneous payment upon notice from the State.

Contractor Initials: SM
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CHASE
J.P.Morgan

Schedule A-1 to Merchant Agreement

Merchant: **State of New Hampshire**

Assumptions

Transaction related assumptions	
Payment Transaction Sales Volume	$227,528,203
Average Transaction Amount	$71.34
PIN Debit / EBT Transactions	2,704,956
Conveyed Transactions	474,030
Safetech Encrypted Items	N/A

Other assumptions	
Number of locations	80
Authorization / Capture %	105.0%
Chargebacks as % of Sales Transactions	0.0300%
Billing Frequency	Monthly

Target Qualification Level:		
MasterCard:	Merit III	MM3
Visa:	CPS Retail	VPSC
Discover:	PSL Retail - Core	D164

1. Fees applied on every transaction

Payment Brand Interchange & any incremental discount rate % – MasterCard, Visa and Discover assess an Interchange Rate, Interchange Fee, Assessment Fee and Network Fee for each transaction. These rates and fees will be passed through at cost. Payment Brand interchange rates can be accessed by visiting the Learning & Resources section of Chase Paymentech's website, and selecting "Understanding Interchange".

MasterCard, Visa & Discover Interchange Rates	as set by each Payment Brand
MasterCard, Visa & Discover Incremental Discount Rate	N/A
PIN Debit and/or EBT Network Fees	All standard PIN Debit Network Fees will be assessed
PIN Debit – Incremental Discount Rate	N/A
JCB (Japanese Credit Bureau)	N/A
Voyager Discount Rate (if settled)	N/A

Payment Brand Assessments		
MasterCard	Credit transactions < $1000 and all Debit transactions	0.120%
	Credit transactions > $1000	0.140%
Visa	Debit transactions	0.110%
	Credit transactions	0.130%
Discover		0.130%
MC File Transmission Fee per transaction *		$0.0014

Payment Brand Network Fees	Credit	Debit
MasterCard Network Access & Brand Usage Fee (NABU) (Charged per Authorization & per Refund)	$0.0195	$0.0195
Visa Processing Fee (APF) (Charged per Authorization & per Refund)	$0.0195	$0.0155
Discover Data Usage Fee	$0.0195	$0.0195
Visa Financial Transaction Fee	$0.0018	

* MasterCard assesses a file transmission fee based on the number of bytes of data contained in a transmitted file. Because file size may vary from transaction to transaction, the parties acknowledge that it is not possible to accurately translate the byte based fee into a consistently accurate transaction-based fee.

In light of the foregoing, the parties have agreed that Merchant shall pay Chase Paymentech a fee in the amount stated above for each transaction submitted under this Agreement. Such fee shall be deemed to be the file transmission fee imposed by MasterCard on each transaction for all purposes of this Agreement, and Chase Paymentech may change the amount of such fee in accordance with the terms of this Agreement in the event MasterCard changes the amount or calculation of its file transmission fee.

Transaction Fees	
MasterCard per transaction	N/A
Visa per transaction	N/A
Discover per transaction	N/A
JCB per transaction	N/A
American Express per transaction	N/A
PIN Debit per transaction	$0.0250
EBT per transaction	N/A
Check Verification – Scan per transaction	N/A
Voyager per transaction	N/A
Wright Express per transaction	N/A
Hosted Pay Page per transaction	N/A

Authorization Fees	
MasterCard per authorization	$0.0250
Visa per authorization	$0.0250
Discover per authorization	$0.0250
JCB per authorization	N/A
American Express per authorization	$0.0250
Voyager per authorization	N/A
Wright Express per authorization	N/A
Private Label per authorization	N/A
Dial Backup authorization surcharge	$0.0100
Encryption Fees	
Safetech Encryption per transaction	N/A
Safetech Tokenization per transaction	N/A

Customer Initials	x DM	Please initial to acknowledge page 1 of the Schedule A pricing sheet

Contractor Initials: DM
Date: 5-3-16

2. One Time and Periodic Fees

One Time Fees	
Account Setup Fee	N/A
Rush Fee	N/A
Terminal Reprogram Fee	N/A
PIN Debit Setup Fee	N/A
PIN Pad Encryption Fee	N/A

Monthly Fees	
Monthly Service Fee [1]	N/A
Monthly Minimum Fee [2]	$25.00
Monthly Helpdesk Fee	N/A
Online Reporting Tool	N/A
Safetech Encryption [3]	N/A

Monthly Fees – Pass Thru	
Visa Fixed Acquirer Network Fee [4]	Varies

Annual Fees	
Annual Fee	N/A

Internet Product:	NetConnect
Setup fee	N/A
Third Party Setup fee	N/A

Monthly fee	N/A
Third Party Monthly fee	N/A

1 – Monthly service fees will be debited for the first time in the month after your account has been set up. These fees will be debited regardless of whether you are processing transactions through your account.

2 – We will apply the Monthly Minimum Fee only when the total amount of all processing fees (Sections 1, 3A, & 4) is less than $25.00. If your processing fees do not reach $25.00, we will charge the difference. For example, if processing fees total $17.00 we would charge an additional $8.00 to meet the $25.00 minimum.

3 – If Merchant obtains point of sale device(s) from Chase Paymentech for use with Safetech Encryption, the following additional fees shall be assessed: (a) a one-time fee of $10.90 per device; and (b) an encryption injection fee of $34.95 per device per occurrence. These assessments are in addition to the above Safetech Encryption Fee(s). If Merchant obtains point of sale device(s) from a third party, additional fees may apply. Merchant acknowledges and understands that its use of any fraud mitigation or security enfacement solution (e.g. an encryption product or service), whether provided to merchant by Paymentech or a third party, in no way limits Merchant's obligation to comply with the Security Standards or Merchant's liabilities set forth in this Agreement.

4 – Visa Fixed Acquirer Network Fee is a monthly fee assessed by Visa based on Merchant Category Code (MCC), dollar volume, number of merchant locations, number of Tax IDs, and whether the physical Visa card is present or not present at the time of the transaction. This fee can vary monthly.

3. Per Incidence Fees

3A. Per Incidence Fees: Charged every time your account incurs one of the below items		
Chargeback Fee	$5.00	Charged when a cardholder or card-issuing bank formally protests a charge
Voice Authorization Fee	$0.65	Charged when you call the Voice Authorization phone number to authorize a credit card
AVS Fee – Electronic	N/A	Charge for each electronic address verification authorization
Batch Settlement Fee	N/A	Charged for each batch of transaction(s) you submit for settlement
ACH fee	N/A	Charged for each ACH (transmission of funds) sent to your account
ACH Return Fee	$25.00	Charged when Chase Paymentech is unable to debit fees from your account

3B. Per Request Fees: Charged every time you request one of the below items		
Statement Fee (Email / ROL)	N/A	No charge if statements are sent to a valid email address or accessed by Merchant through Resource Online, as elected by Merchant on the Application.
Statement Fee (Mail)	$5.00	Charged each month Chase Paymentech mails a statement (whether at the request of Merchant or because delivery to a valid email address has failed)
Statement Fee (Reprint)	N/A	Charged for each archived statement you request to have printed
Supplies: Billed Per Order	N/A	Charges for supply orders vary based on the items ordered
Dynamic Debit Surcharge Fee	N/A	Charged for each PIN Debit transaction routed with the Dynamic Routing product
PIN Debit Injection Fee	$40.00	Charged when merchant elects PIN Debit processing and applies to each device not purchased from Chase Paymentech

Statement Type:	Resource Online	No Statement / No Recap	Statement Frequency:	N/A

Customer Initials	x VG	Please initial to acknowledge page 2 of the Schedule A pricing sheet

Contractor Initials: dm
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4. Payment Brand Fees – Per Incidence		
MC Acquiring License Fee *	0.0040%	Charged on MasterCard Gross Sales volume. See additional information under Payment Brand Charges section on page 4.
MC Digital Enablement / Card Not Present Fee	0.010%	Charged on MasterCard Card Not Present Gross Sales volume.
DI Network Authorization Fee	$0.0025	Charged by Discover on all authorizations for card transactions that are settled through the Discover Network
MC Auth Access Fee – AVS Card Present	$0.010	Charged by MasterCard when a merchant uses the address verification service to validate a cardholder address
MC Auth Access Fee – AVS Card Not Present	$0.010	
MC Auth Access Fee	$0.005	Charged by MasterCard when an authorization is reversed or the authorization is provided by MasterCard if the card Issuer is not available.
MC Card Validation Code 2 Fee	$0.0025	Charged by MasterCard when a merchant submits the Card Validation Code 2 (CVC2) in an authorization request
MC SecureCode Transaction Fee	$0.030	Charged on MasterCard SecureCode transactions that are sent for verification.
MC Account Status Fee (Intra-regional)	$0.025	Charged by MasterCard or Visa when a merchant uses this service to do an inquiry that a card number is valid
MC Account Status Fee (Inter-regional)	$0.03	
Visa Zero $ Account Verification Fee	$0.025	
MC Processing Integrity Fee	$0.055	Charged when a card is authorized but not deposited and the authorization is not reversed in a timely manner
Visa Misuse of Authorization Fee	$0.048	
Visa Zero Floor Limit Fee	$0.10	Charged when a transaction is deposited but never authorized
Visa Transaction Integrity Fee	$0.10	Applies to Visa Debit & Prepaid transactions that do not meet qualification criteria for Custom Payment Service (CPS) categories
MC Cross Border Assessment Fee	0.60%	Charged by MasterCard, Visa and Discover on foreign bank issued cards.
Visa International Service Assessment Fee	0.80%	
Discover International Service Fee	0.80%	
MC International Support Fee	0.85%	Additional fee charged by MasterCard, Visa and Discover on foreign bank issued cards.
Visa Interregional Acquiring Fee	0.45%	
Discover International Processing Fee	0.50%	
Visa Partial Auth Non-Participation Fee	$0.01	Applies to Petroleum merchants using automated fuel pumps that do not support Partial Authorization
MC Global Wholesale Travel Transaction Program B2B Fee	1.57%	Applies to Travel merchants for transactions qualifying at the MasterCard Commercial Business-to-Business interchange category.

5. Other Fees			
Fee Description	Amount	Fee Description	Amount

Customer Initials	x VM	Please initial to acknowledge page 3 of the Schedule A pricing sheet

Contractor Initials: dm
Date: 5-3-16

Equipment Swap Fees

Type	Description	Fee
Replacement Fee (swap)	In warranty - Terminals, Printers, & Pinpads [1]	$50.00
Replacement Fee (swap)	Out of warranty - Terminals, Printers, & Pinpads: Replacement (swap) fees vary based on Manufacturer and Model and will fall within the specified range to the right	$100 - $500
Injection Fee (swap)	Safetech Encryption Injection	$34.95
Restocking Fee	Return equipment for any reason other than repair	$150.00
Late Fee	For all equipment returned late, or not returned	$500.00

1) New Equipment Warranty timeframes

5 years – Verifone Vx520, Vx820 PIN Pad, 1000SE PIN Pad; Ingenico iCT250

1 year – all other new equipment

In warranty coverage applies only to new equipment purchased or leased from Chase Paymentech

Amount payable 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 Section 10 of the Merchant Agreement.

Payment Brand Charges

Part of the fees that we charge you for processing your transactions consist of fees we pay to the Payment Brands. These charges, called "Payment Brand Charges", include, but are not limited to, interchange rates, assessments, file transmission fees, access fees, and international and cross border fees. Therefore, in addition to the rates set forth above, you also will be charged Payment Brand Charges. Payment Brand interchange rates can be accessed online by visiting the Learning & Resources section of Chase Paymentech's website, and selecting "Understanding Interchange".

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

* 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 Chase Paymentech MasterCard-accepting merchants, a rate of 0.004% will be applied to all of your MasterCard gross sales transactions.

IF YOU SELECT TO USE NETCONNECT, PLEASE READ THE FOLLOWING CAREFULLY

NetConnect is a product that utilizes the Internet for the transmission to us of your Card transactions. We cannot and will not be responsible for the reliability or security of your transmissions to us while they are in transit to us via the Internet. We strongly recommend that you maintain a dial back-up option to us for transmission of Card transactions for use during periods when your Internet connection is unavailable. Transactions sent to us via a dial back-up option during such periods will be billed the additional amount listed as "Dial Backup Authorization Surcharge".

6. Authorized Signature

Authorized Representative Signature: Must appear on Merchant Application section 11

Vicki V. Quiram — Printed Name

Commissioner — Title

x Vicki V. Quiram — Signature

5-10-16 — Date

Please ensure you have initialed pages 1, 2 and 3

Contractor Initials: VM
Date: 5-3-16

CHASE
J.P.Morgan

Schedule A-2 to Merchant Agreement

Merchant: **State of New Hampshire**

Assumptions

Transaction related assumptions	
Payment Transaction Sales Volume	$52,955,976
Average Transaction Amount	$3,000.00
PIN Debit / EBT Transactions	0
Conveyed Transactions	10,000
Safetech Encrypted Items	N/A

Other assumptions	
Number of locations	1
Authorization / Capture %	105.0%
Chargebacks as % of Sales Transactions	0.0300%
Billing Frequency	Monthly

Target Qualification Level:

MasterCard:	Merit I	MM1
Visa:	CPS E-Commerce Basic	VCEB
Discover:	PSL E-Commerce - Core	D463

1. Fees applied on every transaction

Payment Brand Interchange & any incremental discount rate % – MasterCard, Visa and Discover assess an Interchange Rate, Interchange Fee, Assessment Fee and Network Fee for each transaction. These rates and fees will be passed through at cost. Payment Brand interchange rates can be accessed by visiting the Learning & Resources section of Chase Paymentech's website, and selecting "Understanding Interchange".

MasterCard, Visa & Discover Interchange Rates	as set by each Payment Brand
MasterCard, Visa & Discover Incremental Discount Rate	N/A
PIN Debit and/or EBT Network Fees	All standard PIN Debit Network Fees will be assessed
PIN Debit – Incremental Discount Rate	N/A
JCB (Japanese Credit Bureau)	N/A
Voyager Discount Rate (if settled)	N/A

Payment Brand Assessments		
MasterCard	Credit transactions < $1000 and all Debit transactions	0.120%
	Credit transactions > $1000	0.140%
Visa	Debit transactions	0.110%
	Credit transactions	0.130%
Discover		0.130%
MC File Transmission Fee per transaction *		$0.0014

Payment Brand Network Fees	Credit	Debit
MasterCard Network Access & Brand Usage Fee (NABU) (Charged per Authorization & per Refund)	$0.0195	$0.0195
Visa Processing Fee (APF) (Charged per Authorization & per Refund)	$0.0195	$0.0155
Discover Data Usage Fee	$0.0195	$0.0195
Visa Financial Transaction Fee	$0.0018	

* MasterCard assesses a file transmission fee based on the number of bytes of data contained in a transmitted file. Because file size may vary from transaction to transaction, the parties acknowledge that it is not possible to accurately translate the byte based fee into a consistently accurate transaction-based fee.

In light of the foregoing, the parties have agreed that Merchant shall pay Chase Paymentech a fee in the amount stated above for each transaction submitted under this Agreement. Such fee shall be deemed to be the file transmission fee imposed by MasterCard on each transaction for all purposes of this Agreement, and Chase Paymentech may change the amount of such fee in accordance with the terms of this Agreement in the event MasterCard changes the amount or calculation of its file transmission fee.

Transaction Fees	
MasterCard per transaction	N/A
Visa per transaction	N/A
Discover per transaction	N/A
JCB per transaction	N/A
American Express per transaction	N/A
PIN Debit per transaction	$0.0250
EBT per transaction	N/A
Check Verification – Scan per transaction	N/A
Voyager per transaction	N/A
Wright Express per transaction	N/A
Hosted Pay Page per transaction	$0.1500

Authorization Fees	
MasterCard per authorization	$0.0250
Visa per authorization	$0.0250
Discover per authorization	$0.0250
JCB per authorization	N/A
American Express per authorization	$0.0250
Voyager per authorization	N/A
Wright Express per authorization	N/A
Private Label per authorization	N/A
Dial Backup authorization surcharge	N/A
Encryption Fees	
Safetech Encryption per transaction	$0.0250
Safetech Tokenization per transaction	$0.0050

Customer Initials x _____ Please initial to acknowledge page 1 of the Schedule A pricing sheet

Contractor Initials: JM
Date: 5-3-16

2. One Time and Periodic Fees

One Time Fees	
Account Setup Fee	N/A
Rush Fee	N/A
Terminal Reprogram Fee	N/A
PIN Debit Setup Fee	N/A
PIN Pad Encryption Fee	N/A

Monthly Fees	
Monthly Service Fee [1]	N/A
Monthly Minimum Fee [2]	$25.00
Monthly Helpdesk Fee	N/A
Online Reporting Tool	N/A
Safetech Encryption [3]	N/A

Monthly Fees – Pass Thru	
Visa Fixed Acquirer Network Fee [4]	Varies

Annual Fees	
Annual Fee	N/A

Internet Product: Orbital Gateway

Setup fee	$50.00	Monthly fee	$20.00
Third Party Setup fee	N/A	Third Party Monthly fee	N/A

1 – Monthly service fees will be debited for the first time in the month after your account has been set up. These fees will be debited regardless of whether you are processing transactions through your account.

2 – We will apply the Monthly Minimum Fee only when the total amount of all processing fees (Sections 1, 3A, & 4) is less than $25.00. If your processing fees do not reach $25.00, we will charge the difference. For example, if processing fees total $17.00 we would charge an additional $8.00 to meet the $25.00 minimum.

3 – If Merchant obtains point of sale device(s) from Chase Paymentech for use with Safetech Encryption, the following additional fees shall be assessed: (a) a one-time fee of $10.90 per device; and (b) an encryption injection fee of $34.95 per device per occurrence. These assessments are in addition to the above Safetech Encryption Fee(s). If Merchant obtains point of sale device(s) from a third party, additional fees may apply. Merchant acknowledges and understands that its use of any fraud mitigation or security enfaoement solution (e.g. an encryption product or service), whether provided to merchant by Paymentech or a third party, in no way limits Merchant's obligation to comply with the Security Standards or Merchant's liabilities set forth in this Agreement.

4 – Visa Fixed Acquirer Network Fee is a monthly fee assessed by Visa based on Merchant Category Code (MCC), dollar volume, number of merchant locations, number of Tax IDs, and whether the physical Visa card is present or not present at the time of the transaction. This fee can vary monthly.

3. Per Incidence Fees

3A. Per Incidence Fees: Charged every time your account incurs one of the below items		
Chargeback Fee	$5.00	Charged when a cardholder or card-issuing bank formally protests a charge
Voice Authorization Fee	$0.65	Charged when you call the Voice Authorization phone number to authorize a credit card
AVS Fee – Electronic	N/A	Charge for each electronic address verification authorization
Batch Settlement Fee	N/A	Charged for each batch of transaction(s) you submit for settlement
ACH fee	N/A	Charged for each ACH (transmission of funds) sent to your account
ACH Return Fee	$25.00	Charged when Chase Paymentech is unable to debit fees from your account
3B. Per Request Fees: Charged every time you request one of the below items		
Statement Fee (Email / ROL)	N/A	No charge if statements are sent to a valid email address or accessed by Merchant through Resource Online, as elected by Merchant on the Application.
Statement Fee (Mail)	$5.00	Charged each month Chase Paymentech mails a statement (whether at the request of Merchant or because delivery to a valid email address has failed)
Statement Fee (Reprint)	N/A	Charged for each archived statement you request to have printed
Supplies: Billed Per Order	N/A	Charges for supply orders vary based on the items ordered
Dynamic Debit Surcharge Fee	N/A	Charged for each PIN Debit transaction routed with the Dynamic Routing product
PIN Debit Injection Fee	$40.00	Charged when merchant elects PIN Debit processing and applies to each device not purchased from Chase Paymentech.

Statement Type:	Resource Online	No Statement / No Recap	Statement Frequency:	N/A

Customer Initials	x PM	Please initial to acknowledge page 2 of the Schedule A pricing sheet

Contractor Initials: Dm
Date: 5-3-16

4. Payment Brand Fees – Per Incidence		
MC Acquiring License Fee *	0.0040%	Charged on MasterCard Gross Sales volume. See additional information under Payment Brand Charges section on page 4.
MC Digital Enablement / Card Not Present Fee	0.010%	Charged on MasterCard Card Not Present Gross Sales volume.
DI Network Authorization Fee	$0.0025	Charged by Discover on all authorizations for card transactions that are settled through the Discover Network
MC Auth Access Fee – AVS Card Present	$0.010	Charged by MasterCard when a merchant uses the address verification service to validate a cardholder address
MC Auth Access Fee – AVS Card Not Present	$0.010	
MC Auth Access Fee	$0.005	Charged by MasterCard when an authorization is reversed or the authorization is provided by MasterCard if the card issuer is not available.
MC Card Validation Code 2 Fee	$0.0025	Charged by MasterCard when a merchant submits the Card Validation Code 2 (CVC2) in an authorization request
MC SecureCode Transaction Fee	$0.030	Charged on MasterCard SecureCode transactions that are sent for verification.
MC Account Status Fee (Intra-regional)	$0.025	Charged by MasterCard or Visa when a merchant uses this service to do an inquiry that a card number is valid
MC Account Status Fee (Inter-regional)	$0.03	
Visa Zero $ Account Verification Fee	$0.025	
MC Processing Integrity Fee	$0.055	Charged when a card is authorized but not deposited and the authorization is not reversed in a timely manner
Visa Misuse of Authorization Fee	$0.048	
Visa Zero Floor Limit Fee	$0.10	Charged when a transaction is deposited but never authorized
Visa Transaction Integrity Fee	$0.10	Applies to Visa Debit & Prepaid transactions that do not meet qualification criteria for Custom Payment Service (CPS) categories
MC Cross Border Assessment Fee	0.60%	Charged by MasterCard, Visa and Discover on foreign bank issued cards.
Visa International Service Assessment Fee	0.80%	
Discover International Service Fee	0.80%	
MC International Support Fee	0.85%	Additional fee charged by MasterCard, Visa and Discover on foreign bank issued cards.
Visa Interregional Acquiring Fee	0.45%	
Discover International Processing Fee	0.50%	
Visa Partial Auth Non-Participation Fee	$0.01	Applies to Petroleum merchants using automated fuel pumps that do not support Partial Authorization
MC Global Wholesale Travel Transaction Program B2B Fee	1.57%	Applies to Travel merchants for transactions qualifying at the MasterCard Commercial Business-to-Business interchange category.

5. Other Fees			
Fee Description	Amount	Fee Description	Amount

Customer Initials	x LY	Please initial to acknowledge page 3 of the Schedule A pricing sheet

Contractor Initials: SM
Date: 5-3-16

Equipment Swap Fees

Type	Description	Fee
Replacement Fee (swap)	In warranty - Terminals, Printers, & Pinpads [1]	$50.00
Replacement Fee (swap)	Out of warranty - Terminals, Printers, & Pinpads: Replacement (swap) fees vary based on Manufacturer and Model and will fall within the specified range to the right	$100 - $500
Injection Fee (swap)	Safetech Encryption Injection	$34.95
Restocking Fee	Return equipment for any reason other than repair	$150.00
Late Fee	For all equipment returned late, or not returned	$500.00

1) New Equipment Warranty timeframes

5 years – Verifone Vx520, Vx820 PIN Pad, 1000SE PIN Pad; Ingenico iCT250

1 year – all other new equipment

In warranty coverage applies only to new equipment purchased or leased from Chase Paymentech

Amount payable 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 Section 10 of the Merchant Agreement.

Payment Brand Charges

Part of the fees that we charge you for processing your transactions consist of fees we pay to the Payment Brands. These charges, called "Payment Brand Charges", include, but are not limited to, interchange rates, assessments, file transmission fees, access fees, and international and cross border fees. Therefore, in addition to the rates set forth above, you also will be charged Payment Brand Charges. Payment Brand interchange rates can be accessed online by visiting the Learning & Resources section of Chase Paymentech's website, and selecting "Understanding Interchange".

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

[1] 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 Chase Paymentech MasterCard-accepting merchants, a rate of 0.004% will be applied to all of your MasterCard gross sales transactions.

6. Authorized Signature

Authorized Representative Signature: Must appear on Merchant Application section 11

Vicki V. Quiram — Printed Name

Commissioner — Title

x Vicki V. Quiram — Signature

5-10-16 — Date

Please ensure you have initialed pages 1, 2 and 3

Contractor Initials: VM
Date: 5-3-16

Exhibit C – Special Provisions

The following provisions are provided to amend the General Provisions contained in the Form P-37:

EXHIBIT C – SPECIAL PROVISIONS
STATE OF NEW HAMPSHIRE PAYMENTECH LLC MERCHANT CARD PROCESSING AGREEMENT

The following will replace the corresponding provisions in the P-37, General Terms and Conditions:

1. Replace **3. EFFECTIVE DATE/COMPLETION OF SERVICES with the following:**

3. EFFECTIVE DATE/COMPLETION OF SERVICES
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on May 18, 2016 or upon the date of approval of the contract by Governor and Executive Council, whichever is later.

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7. The State expressly understands and agrees that notwithstanding any approval of the Agreement, Contractor shall not commence processing any Transactions until boarding services are completed as further described in Exhibit A.

2. Replace Section **4. CONDITIONAL NATURE OF AGREEMENT** with the following:

4. CONDITIONAL NATURE OF AGREEMENT. The continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and the State shall have the right to terminate this Agreement immediately upon giving the Contractor written notice of such termination. Notwithstanding the foregoing, the State shall remain liable for any amounts or liabilities incurred prior to such termination.

3. Replace Section **5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT** with the following:

5. CONTRACT PRICE/PRICE LIMITATION /PAYMENT
5.1 The Contract Price, method of payment, and terms of payment for Contractor's processing fees are identified and more particularly described in Schedule A to Exhibit C-1 and referred to in Exhibit B which is incorporated herein by reference.

5.2 The payment by the State of the Contract Price for Contractor's processing fees shall be the only and the complete reimbursement to the Contractor for Contractor's processing fees, incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation for Contractor's processing fees to the Contractor for the Services.

Contractor Initials: JM
Date: 5-3-16

4. Replace Section **6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY** with the following:

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws to the extent such laws are applicable to Contractor as a processor. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the State shall advise Contractor and the Contractor shall comply with all the provisions of Executive Order NO. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to provide the State with copies of the relevant documentation regarding the processing of its Transactions.

5. Replace **Section 7. PERSONNEL** with the following:

7. PERSONNEL

7.1 The Contractor shall at its own expense provide all personnel necessary to perf9orm the Services. The Contractor agrees that all of its personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, The Contractor shall not actively solicit, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to actively solicit, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of the Agreement.

7.3 The Contracting Officer specified in block 1.9 of his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State; provided, however, the State decision adds to finality shall in any way limit Contractor's rights or remedies under this Agreement, Exhibit C-1 or otherwise at law or in equity.

6. **Replace 8. EVENT OF DEFAULT/REMEDIES** with the following:

8. EVENT OF DEFAULT/REMEDIES.

Contractor Initials: JM
Date: 5-3-16

8.1 Notwithstanding the provisions of section 10.2 of Exhibit C-1, any one or more of the following acts or omissions of the Contractor shall constitute an event of default by Contractor hereunder ("Event of Default"):
8.1.1 failure by Contractor to provide EPS satisfactorily or on schedule;
8.1.2 failure by Contractor to submit any material report required hereunder;
8.1.3 failure by Contractor to perform any other covenant, term or condition of this Agreement;
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, thirty (30) days from the date of the notice, and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 the rights and remedies of Contractor for the State's events of default shall be governed by section 10.2 of Exhibit C-1.

7. Replace **Section 9 DATA /ACCESS / CONFIDENTIALITY / PRESERVATION** with the following:

DATA / ACCESS / CONFIDENTIALITY / PRESERVATION

9.1 As used in this Agreement, the word "data" shall mean all information obtained during the performance of, or acquired by reason of, this Agreement, including, but not limited to, all drawings, analyses, graphic representations, computer printouts, notes, letters, memoranda, papers and documents, all whether finished or unfinished.
9.2 All reports provided by Contractor, to the extent permitted by the Payment Brand Rules, and which has been received from the State, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 To the extent not addressed by section 12 of Exhibit C-1 or the Payment Brand Rules and to the extent permitted be applicable state and federal law, each party agrees to hold the other party's confidential data in confidence using a standard of care equal to the standard of care the receiving party uses to safe guard its own confidential data, which shall in no event be less than a standard of reasonable care. The Parties agree and understand that the confidentiality of data shall be governed by NH RSA, Chapter 91-A and all other applicable state and federal laws.
9.4 Notwithstanding anything to the contrary in this Agreement, the parties agree that Transaction Data is subject to the Payment Brand Rules.

8. Replace **Section 10. TERMINATION** with the following:

10.TERMINATION

In the event of an early termination of the Agreement by the State for any reason other than the completion of the Services upon the State's request, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, shall make available the existing report ("Termination Report") describing in detail all Services performed, and the processing fees earned, to and including the date of termination. The form subject matter, content, and number of copies of the Termination Report shall be identical to those previously provided to the State under the agreement. The foregoing shall not relieve the State of its responsibility for any other liability that arose prior to termination.
including but not limited to, liability for chargebacks, fees, fines or penalties of the Payment Brands.

Contractor Initials: DM
Date: 5-3-16

9. Replace **Section .12. ASSIGNMENT/DELEGATION/SUBCONTRACTS** with the following:

See Exhibit C-1, Paragraph 15.3

10. Replace **Section 13. INDEMNIFICATION** with the following:

See Exhibit C-1, Paragraph ~~15.3~~ //./

11. Replace Section **14. INSURANCE** with the following:
14.INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
14.1.2 special cause of loss coverage form or its equivalent covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N. H. Department of Insurance, and issued by insurers permitted in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s)of insurance required under this Agreement no later than 10 days after renewing each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and or incorporated herein by reference. Contractor shall provide the Contracting Officer identified in block 1.9 or his or her successor, no less than thirty (30) days prior written notice of cancellation of the policy.

12. Replace **Section 16 WAIVER OF BREACH** with the following:
16. WAIVER OF BREACH. No failure by either party to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of either party to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the defaulting party.

13. Replace **Section 17 NOTICE** with the following:
17. NOTICE. Any notice by a party hereto to the other party regarding matters in litigation only shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4 herein. Notices may otherwise be provided as described in in Section 15 of Exhibit C-1.

14. Replace Section 18 AMENDMENT with the following section:
18. AMENDMENT Except as provided in Section 15 of Exhibit C-1, this Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

Contractor Initials: dm
Date: 5-3-16

Contractor

Initials Jm

Date 5-3-16

Contractor Initials: Jm
Date: 5-3-16

Exhibit C -1 – Additional Provisions

The following provisions are in addition to the General Provisions contained in the Form P-37, as amended by Exhibit C.

SELECT MERCHANT PAYMENT INSTRUMENT PROCESSING AGREEMENT
U.S. AGREEMENT

JPMorgan Chase Bank, N.A., a national banking association ("Member"), **Paymentech, LLC**, a Delaware limited liability company ("Paymentech"), and State of New Hampshire Department of Administrative Services, the State of New Hampshire ("Merchant" or "State").

WHEREAS, Member is a member of several Payment Brands and Paymentech is authorized, through Member, to process the Merchant's Transactions; and

WHEREAS, Merchant wishes to accept Payment Instruments from its Customers as a method of payment for goods or services offered by Merchant;

ACCORDINGLY, in consideration of the mutual promises made and the mutual benefits to be derived from this Agreement, Paymentech, Member, and Merchant agree to the following terms and conditions intending to be legally bound:

1. MERCHANT'S ACCEPTANCE OF PAYMENT INSTRUMENTS.
During the term of this Agreement, Paymentech shall be Merchant's non-exclusive provider of Transaction processing services (including, without limitation, the authorization, conveyance and settlement of Transactions), for Merchant agencies that agree to be subject to this Agreement as provided herein; provided, however, notwithstanding the foregoing, it is agreed that Paymentech shall be Merchant's exclusive processor for all Transactions arising out of or related to Merchant's Liquor Commission. Merchant does not guarantee a minimum number or percentage of the Merchant's overall transactions as part of this Agreement. Notwithstanding anything to the contrary in Merchant's P-37 document, Merchant agrees that each additional agency will be subject to review by Paymentech for credit risk and compliance purposes and that Merchant shall be liable for each such agency's compliance with the obligations of this Agreement. Merchant agrees that it shall advise Paymentech of any changes to locations of the Liquor Commission and the parties agree to cooperate and coordinate regarding the addition or removal of Liquor Commission locations. Merchant shall submit to Paymentech Transaction Data generated from its selected Transactions via electronic data transmission according to Paymentech's formats and procedures throughout the term of this Agreement.

1.2 Certain Payment Acceptance Policies and Prohibitions.
(a) Each Transaction must be evidenced by its own Transaction Receipt completed in accordance with Payment Brand Rules.
(b) Merchant shall not require the Customer to pay the fees payable by Merchant under this Agreement.
(c) Merchant shall never issue Refunds for Transactions by cash or a cash equivalent (e.g., check) unless required by law or permitted by the Payment Brand Rules.
(d) Except to the extent prohibited by the Payment Brand Rules or applicable law, Merchant may request or encourage a Customer to use a Payment Instrument other than the Payment Instrument initially presented by the Customer.
(e) Except to the extent permitted by the Payment Brand Rules and applicable law, Merchant must not establish a minimum or maximum Transaction amount as a condition for honoring a Payment Instrument.

Contractor Initials: JM
Date: 5-3-16

(f) Merchant shall examine each Payment Instrument physically presented at the point of sale to determine that the Payment Instrument presented is valid and has not expired. Merchant shall exercise reasonable diligence to determine that the authorized signature on any Payment Instrument physically presented at the point of sale corresponds to the Customer's signature on the Transaction Receipt. If the Payment Instrument is not signed by the Customer, Merchant must obtain additional Customer identification.

(g) With respect to any Transaction for which a Customer is not physically present at the point of sale, such as in any on-line, mail, telephone, pre-authorized or recurring Transaction, Merchant must (i) have notified Paymentech on its Application, or otherwise obtained Paymentech's prior written approval, of Merchant's intention to conduct such Transactions; and (ii) have appropriate procedures in place to ensure that each Transaction is made to a purchaser who actually is the Customer. Merchant acknowledges that under certain Payment Brand Rules, Merchant cannot rebut a Chargeback where the Customer disputes making the purchase and Merchant does not have an electronic record (e.g., "swiping" or "tapping" a Payment Instrument) or physical imprint of the Payment Instrument.

(h) Merchant agrees to accept all categories of Visa and MasterCard Payment Instruments (i.e., debit and credit cards), unless Merchant has notified Paymentech on its Application or otherwise in writing of its election to accept one of the following "limited acceptance" options: (i) all Visa and MasterCard consumer credit cards and Visa and MasterCard commercial credit and debit cards; or (ii) Visa and MasterCard debit cards only (but no credit cards). Notwithstanding the election of one of the foregoing limited acceptance options, Merchant must honor all foreign bank-issued Visa or MasterCard Payment Instruments. If Merchant elects one of the limited acceptance categories: (Y) Merchant must display appropriate signage to indicate the limited acceptance category; and (Z) Paymentech, at its option, may process any Transactions submitted to Paymentech outside of the limited acceptance category, in which case such Transactions will be assessed the applicable interchange fees plus any additional fees/surcharges assessed by Paymentech or the Payment Brands.

(i) Merchant shall not split a single Transaction into two or more Transactions to avoid or circumvent authorization limits or monitoring programs.

(j) Merchant shall not accept Payment Instruments for the purchase of scrip, as defined by the Payment Brand Rules.

(k) Merchant shall not require a Customer to complete a postcard or similar device that includes the Customer's Payment Instrument account number, expiration date, or any other account data in plain view when mailed.

(l) Except to the extent expressly permitted by law or the Payment Brand Rules, Merchant shall not add any tax or surcharge to Transactions. If any tax or surcharge amount is imposed, such amount shall be included in the Transaction amount and shall not be collected separately. Furthermore, Merchant must provide at least thirty (30) days prior notice to Paymentech and the Payment Brands of its intent to impose a surcharge. All of Merchant's surcharge practices must comply with applicable laws and Payment Brand Rules, including, but not limited to, those laws and Payment Brand Rules governing the amount of the surcharge, and Customer disclosures.

(m) Merchant shall not request or use a Payment Instrument account number for any purpose except as payment for its goods or services, unless required by the Payment Brand Rules in order to support specific services offered by the Payment Brands.

(n) At all times Merchant must prominently and clearly inform Customers of the identity of Merchant at all points of interaction so that the Customer can readily distinguish Merchant from any third party, such as a supplier of products or services to the Merchant.

1.3 Payment Brand Rules. Merchant agrees to comply with (a) all Payment Brand Rules as may be applicable to Merchant and in effect from time to time; and (b) such other procedures as Paymentech may from time to time prescribe for the creation or transmission of Transaction Data.

1.4 Requirements for Certain Transactions. As to each Transaction submitted to Paymentech during the term of this Agreement, Merchant represents and warrants that:

(a) The Transaction Data (i) represents a payment for or Refund of a bona fide sale or lease of the goods, services, or both, which Merchant has provided in the ordinary course of its business, as represented in its Application; and (ii) is not submitted on behalf of a third party.

(b) The Transaction Data represents an obligation of the Customer for the amount of the Transaction.

(c) The Transaction is not for any purpose other than payment for the current Transaction, and, except to the extent permitted under the Payment Brand Rules, the Transaction does not represent the collection of a dishonored check or the collection or refinancing of an existing debt.

(d) At the time Merchant submits Transaction Data to Paymentech for processing: (i) Merchant has completed the Transaction with the Customer; (ii) the goods have been provided or shipped, or the services actually rendered to the

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Customer; and (iii) for recurring Transaction, Merchant has obtained the Customer's consent for the recurring Transaction. For approved prepayments, Merchant must advise the Customer (i) that payment is being made in advance of the shipment or provision of goods or services;

and (ii) the time when shipment or provision of the goods or services is expected.

(e) The Transaction Data is free from any material alteration not authorized by the Customer.

(f) The amount charged for the Transaction is not subject to any dispute, setoff, or counterclaim.

(g) Merchant has not disbursed or advanced any cash to the Customer (except as authorized by the Payment Brand Rules) or itself or to any of its representatives, agents, or employees in connection with the Transaction, nor has Merchant accepted payment for effecting credits to a Customer.

(h) The goods or services related to each Transaction are Merchant's property or Merchant has the legal right to sell them.

(i) Merchant has made no representation or agreement for the issuance of Refunds except as stated in Merchant's Refund Policy, which has been previously submitted to Paymentech in writing as provided in Section 3, and which is available to the Customer.

(j) Any Transaction submitted to Paymentech to credit a Customer's account represents a Refund for a Transaction previously submitted to Paymentech.

(k) Merchant has not submitted any Transaction that Merchant knows, or should have known, to be fraudulent, illegal, damaging to the Payment Brand(s), not authorized by the Customer, unenforceable or uncollectible, or otherwise prepared or submitted in violation of any provision of this Agreement, applicable law, or Payment Brand Rules.

1.5 Installment, Prepaid and Recurring Transactions.

(a) Unless specifically stated in its Application or otherwise approved in writing by Paymentech in advance, Merchant shall not accept Payment Instruments in connection with installment plans. If the Customer pays in installments or on a deferred payment plan, as previously approved by Paymentech, a Transaction Data record has been prepared separately for each installment transaction or deferred payment on the dates the Customer agreed to be charged. All installments and deferred payments, whether or not they have been submitted to Paymentech for processing, shall be deemed to be a part of the original Transaction.

(b) For recurring Transactions, Merchant shall (i) obtain the Customer's consent to periodically charge the Customer on a recurring basis for the goods or services purchased; (ii) retain this permission for the duration of the recurring services and provide it upon request to Paymentech or the Issuing Bank of the Customer's Payment Instrument; and (iii) retain written documentation specifying the frequency of the recurring charge and the duration of time during which such charges may be made. Merchant shall not submit any recurring transaction after receiving: (iv) a cancellation notice from the Customer; or (v) notice from Paymentech or any Payment Brand (via authorization code or otherwise) that the Payment Instrument is not to be honored. Merchant shall include in its Transaction Data the electronic indicator that the Transaction is a recurring Transaction.

1.6 Stored Value Card Transactions – Currently Contractor is a service provider of Givex USA Corporation ("Givex") and is currently contractually permitted to convey stored value Transactions to Givex. As a service provider of Givex, Contractor will convey such Transactions to Givex so long as it is contractually permitted to convey the Merchant's stored value Transactions and it has not received notice from Givex that Givex will be receiving stored value Transactions directly from the Merchant. In the event that Givex ceases to process Merchant's stored value card information, Contractor agrees that it shall pass Merchant's stored value card information through another Contractor-certified third party vendor.

2. AUTHORIZATIONS. Merchant is required to obtain an authorization code through Paymentech, in accordance with this Agreement, for each Transaction. To the extent required by the Payment Brand Rules, each authorization request must include the Payment Instrument's expiration date. Merchant acknowledges that authorization of a Transaction indicates that the Payment Instrument (a) contains a valid account number; and (b) has an available credit balance sufficient for the amount of the Transaction; but, it does not constitute a representation from Paymentech, a Payment Brand, or Issuing Bank that a particular Transaction is in fact a valid or undisputed Transaction entered into by the actual Customer. Paymentech reserves the right to refuse to process any Transaction Data presented by Merchant unless it includes a proper authorization.

3. REFUND AND ADJUSTMENT POLICIES AND PROCEDURES; PRIVACY POLICIES.

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3.1 Refund Policy. Merchant is required to maintain a Refund Policy and to disclose such Refund Policy to its Customers, prior to completion of the Transaction at the point of sale. Merchant must also disclose its Refund Policy to Paymentech. Any material change to Merchant's Refund Policy must be submitted to Paymentech, in writing, not less than fourteen (14) days prior to the effective date of such change. Paymentech reserves the right to refuse to process any Transactions made subject to a revised Refund Policy of which Paymentech has not been notified in advance. To the extent that Merchant operates an electronic commerce website through which Transaction Data is generated, Merchant must include its Refund Policy on the website in accordance with Payment Brand Rules.

3.2 Procedure for Refund Transactions. If, under Merchant's Refund Policy, Merchant allows a Refund, Merchant shall prepare and deliver to Paymentech Transaction Data reflecting any such Refund within three (3) days of approving the Customer's request for such Refund. The amount of a Refund cannot exceed the amount shown as the total on the original Transaction Data except by the exact amount required to reimburse the Customer for shipping charges that the Customer paid to return merchandise. Merchant shall not accept any payment from a Customer as consideration for issuing a Refund. Merchant shall not give cash (or cash equivalent) refunds to a Customer in connection with a Transaction, unless required by law or permitted by the Payment Brand Rules.

3.3 Customer Data Protection Policies. To the extent that Merchant operates an electronic commerce website through which Transaction Data is generated, in addition to any requirements otherwise set forth in this Agreement, Merchant shall display the following on its website: (a) its name and the name that will appear on the Customer's Payment Instrument statement; (b) its Customer data privacy policy; (c) a description of its security capabilities and policy for transmission of Payment Instrument Information; and (d) the address of Merchant's fixed place of business (regardless of website or server locations). Furthermore, Merchant must offer its Customers a data protection method such as 3-D Secure or Secure Sockets Layer (SSL).

4. SETTLEMENT.

4.1 Submission of Transaction Data. Failure to transmit Transaction Data to Paymentech within one (1) business day following the day that such Transaction originated could result in higher interchange fees and other costs, as well as increased Chargebacks. Unless Merchant has notified Paymentech on its Application or Paymentech has otherwise agreed in writing in advance, Merchant

shall not submit Transactions for processing until (a) the Transaction is completed; (b) the goods are delivered or shipped; (c) the
services are performed; or (d) Merchant has obtained the Customer's consent for a recurring Transaction. Paymentech may from time to time contact Customers to verify that they have received goods or services for which Transactions have been submitted. Paymentech reserves the right to refuse to process any Transaction Data presented by Merchant if Paymentech reasonably believes that the Transaction may be uncollectible from the Customer or was prepared in violation of any provision of this Agreement, applicable law, or the Payment Brand Rules. For all Transactions, Paymentech will submit Merchant's Transaction Data to the applicable Payment Brands.

4.2 Merchant's Settlement Account. In order to receive funds from Paymentech, Merchant must designate and maintain one or more accounts used primarily for business purposes at a bank that is a member of the Automated Clearing House system or the Federal Reserve wire system (collectively referred to as "Settlement Account"). During the term of this Agreement, and thereafter until Paymentech notifies Merchant that all amounts due from Merchant under this Agreement have been paid in full, Merchant shall not close its Settlement Account without giving Paymentech at least five (5) days' prior written notice and substituting another Settlement Account. Merchant is solely liable for all fees, costs, and overdrafts associated with the Settlement Account. Merchant authorizes Paymentech or its authorized agent(s) to initiate electronic credit and debit entries (via ACH, wire transfer, or other means) to the Settlement Account, or any other bank account designated by Merchant in writing, at any time without regard to the source of any monies therein, and this authority will remain in full force and effect until Paymentech notifies Merchant that all amounts due from Merchant under this Agreement have been paid in full. Paymentech will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including, without limitation, delays or errors by the Payment Brands or Merchant's bank.

4.3 Conveyed Transactions. For Conveyed Transactions Merchant shall have a valid agreement in effect with the applicable Payment Brand. If Merchant submits Conveyed Transactions to Paymentech and Merchant does not have a valid agreement with the applicable Payment Brand, Paymentech may, but shall not be obligated to, submit such

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Transaction Data to the applicable Payment Brand and to share with them information about Merchant (from the Application or otherwise) as may be required to approve Merchant's acceptance of the Payment Brand's Payment Instrument. Payment of proceeds due Merchant for Conveyed Transactions shall be governed by the agreement Merchant has with the applicable Payment Brand, and Paymentech does not bear any responsibility for their performance thereunder, including, without limitation, the funding and settlement of Merchant's Conveyed Transactions.

4.4 Transfer of Transaction Settlement Funds. Subject to Section 4.3, for all Transactions, Paymentech will submit Merchant's Transaction Data to the applicable Payment Brand. Promptly after Paymentech receives funds for Settled Transactions from the Payment Brands, Paymentech will provisionally fund the Settlement Account. The proceeds payable to Merchant shall be equal to the amounts submitted by Merchant in connection with its Transaction Data minus the sum of the following: (a) all fees, charges, and other amounts described on Schedule A or that Merchant has otherwise agreed to pay; (b) all Refunds and Chargebacks; (c) all Reserve Account (as defined in Section 4.6) amounts; (d) all fees, charges, fines, assessments, penalties, or other liabilities that may be imposed on Paymentech or Member from time to time by the Payment Brands and related costs and expenses incurred by Paymentech in connection with the processing of Merchant's Transactions which are not a result of Paymentech's negligence. Merchant agrees that all amounts are due and payable as provided in this Agreement. In the event Paymentech does not deduct such amounts from Merchant's proceeds when such amounts are due and payable, Merchant agrees to pay all such amounts to Paymentech immediately without any deduction or offset. Additionally, Paymentech may debit the Settlement Account or Merchant's Reserve Account for such amounts at any time.

Furthermore, Merchant agrees to reimburse Paymentech, Member, the Payment Brands, and their respective affiliates, officers, directors, employees, agents, and sponsoring banks from any losses, liabilities, and damages of any and every kind (including, without limitation, Paymentech's costs, expenses, arising out of any claim, complaint, or Chargeback (a) made or claimed by a Payor with respect to any Transaction or Transaction Data submitted by Merchant; (b) caused by Merchant's noncompliance with this Agreement or the Payment Brand Rules (including without limitation any breach of a representation or warranty made by Merchant or Merchant's failure to comply with the Security Standards); (c) resulting from any voluntary or involuntary bankruptcy or insolvency proceeding by or against Merchant; or (d) related to Merchant's placement or the placement of any person owning or controlling Merchant's business in one or more databases of terminated or high risk merchants maintained by the Payment Brands. The obligations provided for in this Section shall survive termination of this Agreement and do not apply to any claim or complaint to the extent they are caused by Paymentech's own negligence or willful misconduct.

4.5 Negative Amounts. Merchant shall maintain sufficient funds in the Settlement Account to prevent the occurrence of a negative balance. In the event that the proceeds from Merchant's Settled Transactions or the balance of Merchant's Settlement Account are not sufficient to pay amounts due under this Agreement, in addition to any other rights and remedies Paymentech may have under this Agreement, Paymentech may pursue one or more of the following options:

(a) demand and receive immediate payment for such amounts;
(b) debit the Settlement Account for the amount of the negative balance;
(c) apply funds held in the Reserve Account against the negative amount; and
(d) withhold all or some of Merchant's Settlement funds and apply them against the negative amount.

Furthermore, if the amount represented by Merchant's Transaction Data in any day is negative due to Refunds or credits being submitted by Merchant in excess of its proceeds from Transactions, Merchant shall immediately provide Paymentech with sufficient funds to prevent the occurrence of a negative balance.

4.6 Reserve Account. If:

(a) there is a material breach of the Agreement by Merchant;
(b) Merchant materially changes its billing practices in relation to shipment of goods or fulfillment of services, or changes Refund Policies currently in place and fails to notify Paymentech in advance;
(c) Merchant is receiving excessive Chargebacks (as defined in Section 7.3 below);
(d) Merchant significantly alters the nature of its business or product lines;
(e) Paymentech has reasonable grounds to believe that it may be or become liable to third parties for the provisional funds extended to Merchant; or
(f) Paymentech has reasonable grounds to believe that it may be subject to any additional liabilities arising out of or relating to this Agreement, including, without limitation, any fines, fees, or penalties assessed against Paymentech or

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Member by any of the Payment Brands arising out of or relating to Merchant's Transactions, Chargebacks, or failure to comply with the Payment Brand Rules or the Security Standards;

then each such event may subject Paymentech to additional risk (such risk being hereinafter referred to as "Anticipated Risk"). In any such event, Paymentech may temporarily suspend or delay payments to Merchant during Paymentech's investigation of the issue and/or designate an amount of funds that Paymentech must maintain in order to protect itself against Anticipated Risks (such funds being hereinafter referred to as the "Reserve Account"), which may be funded in the same manner as provided for negative balances in Section 4.5. The Reserve Account will contain sufficient funds to cover any unbilled processing costs plus Paymentech's estimated exposure based on reasonable criteria for Chargebacks, Refunds, unshipped goods and/or unfulfilled services, and all additional Anticipated Risks. , Paymentech may (but is not required to) apply funds in the Reserve Account toward, and set off any funds that would otherwise be payable to Merchant against, the satisfaction of any amounts which are or may become due from Merchant pursuant to this Agreement. Funds in the Reserve Account will be held and controlled by Paymentech, will not bear interest, and may be commingled with other funds. Effective upon Paymentech's establishment of a Reserve Account, Merchant irrevocably grants to Paymentech a security interest in any interest Merchant may now have or later acquire in any and all funds, together with the proceeds thereof, that may at any time be in the Reserve Account and that would otherwise be payable to Merchant pursuant to the terms of this Agreement. Merchant agrees to execute and deliver to Paymentech such instruments and documents that Paymentech may reasonably request to perfect and confirm the security interest in the Reserve Account funds. Upon (i) satisfaction of all of Merchant's obligations under this Agreement Paymentech will pay to Merchant any funds then remaining in the Reserve Account.

The Reserve Account shall be fully funded upon three (3) days' notice to Merchant, or in instances of fraud or an Event of Default, Reserve Account may be immediate, whereupon notice of said establishment of the Reserve Account will occur within a commercially reasonable period of time after the occurrence. Such Reserve Account may be funded by all or any combination of the following: (i) one or more debits to Merchant's Settlement Account or any other accounts held by Paymentech or any of its affiliates; (ii) one or more deductions or off sets to any payments otherwise due to Merchant; (iii) Merchant's delivery to Paymentech of an irrevocable letter of credit; or (iv) if Paymentech so agrees, Merchant's pledge to Paymentech of a freely transferrable and negotiable certificate of deposit established by JP Morgan Chase Bank NA. Any such letter of credit shall be issued or established by a financial institution acceptable to Paymentech and shall be in a form acceptable to Paymentech. In addition to the foregoing methods of funding, Merchant shall have the option of funding the Reserve Account in any manner which is mutually agreeable between Merchant and Paymentech. It is expressly acknowledged and understood that a Reserve Account to be established as a result of an Anticipated Risk of the type identified in section 4.6 (e) or (f) above under no circumstances be subject to any Price limitation set forth in the P-37 Agreement or any exhibit or attachment thereto.

5. **ACCOUNTING.** Paymentech will supply a detailed statement reflecting the activity of Merchant's account(s) by online access (or otherwise if agreed to by both parties) and Merchant shall ensure that any online access to such statements is secure. If Merchant believes any adjustments should be made with respect to Merchant's Settlement Account, Merchant must notify Paymentech in writing within ninety (90) days after any such adjustment is or should have been effected.

6. **RETRIEVAL REQUESTS.** In order to comply with Retrieval Requests, Merchant shall store and retain Transaction Data and Transaction Receipts in compliance with the Payment Brand Rules, including any time frames set forth therein. Within the timeframe indicated in the Retrieval Request or otherwise provided for in the Payment Brand Rules, but in no event more than twenty one (21) days from the date the Retrieval Request is initiated with the Issuing Bank, Merchant must, to the extent required by the Payment Brand Rules or the Retrieval Request itself, provide to Paymentech, via certified or overnight mail, confirmed fax, or upload to Paymentech's Online Chargeback Management System: (a) written resolution of Merchant's investigation of such Retrieval Request; (b) legible copies of valid Transaction Receipt(s); and (c) any additional supporting documentation. Merchant acknowledges that failure to fulfill a Retrieval Request timely and in accordance with Payment Brand Rules may result in an irreversible Chargeback.

7. **CHARGEBACKS.**

7.1 **Chargeback Reasons.** Merchant shall not require a Customer, as a condition for honoring a Payment Instrument, to sign a statement that waives the Customer's right to dispute the Transaction. Furthermore, Merchant has full liability for all Chargebacks. Following are some of the most common reasons for Chargebacks:

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(a) Merchant fails to issue a Refund to a Customer upon the return or non-delivery of goods or services;
(b) A required authorization/approval code was not obtained;
(c) The Customer claims that the Payment Instrument is lost, stolen, counterfeit, or fraudulent
(d) The Transaction or Transaction Data was prepared incorrectly or fraudulently;
(e) Paymentech did not receive Merchant's response to a Retrieval Request in accordance with Section 6;
(f) The Customer disputes the Transaction or the authenticity of the signature on the Transaction Receipt, or claims that the Transaction is subject to a set-off, defense, or counterclaim;
(g) The Customer refuses to make payment for a Transaction because, in the Customer's opinion, a claim or complaint has not been resolved or has been resolved in an unsatisfactory manner; or
(h) The credit or debit card comprising the Payment Instrument was not actually presented at the time of the Transaction or Merchant failed to obtain an electronic record or physical imprint of such Payment Instrument, and the Customer denies making the purchase.

7.2 Response to Chargebacks. If Merchant has reason to dispute or respond to a Chargeback, then Merchant must do so by the date provided on the applicable Chargeback notice. Paymentech will not investigate or attempt to obtain a reversal or other adjustment to any Chargeback if Merchant has not timely responded to the notice.

7.3 Excessive Chargebacks. If Merchant is receiving an excessive amount of Chargebacks, as determined by the Payment Brands from time to time, in addition to Paymentech's other remedies under this Agreement, Paymentech may take one or more of the following actions: (a) review Merchant's internal procedures relating to acceptance of Payment Instruments and notify Merchant of new procedures Merchant should adopt in order to avoid future Chargebacks; (b) notify Merchant of a new rate Paymentech will charge to process Merchant's Chargebacks; (c) to the extent applicable, require Merchant to replace any magnetic-strip-only point of interaction terminal or electronic cash register with an EMV chip-capable terminal; or (d) establish a Reserve Account. Merchant also agrees to pay any and all penalties, fees, fines, and costs assessed against Merchant, Paymentech, and/or Member relating to Merchant's violation of this Agreement or the Payment Brand Rules with respect to Merchant's acceptance of Payment Instruments, its Transactions, or with respect to excessive Chargebacks under this Section.

7.4 Claims of Customers. Following a Chargeback, Merchant may resubmit applicable Transaction Data for a second presentment, but only in accordance with Payment Brand Rules. To the extent Paymentech has paid or may be called upon to pay a Chargeback or Refund for or on the account of a Customer and Merchant does not reimburse Paymentech as provided in this Agreement, then

for the purpose of Paymentech obtaining reimbursement of such sums paid or anticipated to be paid, Paymentech has all of the rights and remedies of such Customer under applicable federal, state, or local laws and Merchant authorizes Paymentech to assert any and all such claims in its own name for and on behalf of any such Customer individually or all such Customers as a class.

8. DISPLAY OF PAYMENT BRAND MARKS. Merchant is prohibited from using the Payment Brand Marks, as defined below (sometimes referred to herein as "Marks"), other than as expressly authorized by Paymentech in writing or by the Payment Brands. Payment Brand Marks mean the brands, emblems, trademarks and/or logos that identify a Payment Brand. Additionally, Merchant shall not use the Payment Brand Marks other than to display decals, signage, advertising, and other forms depicting the Payment Brand Marks that are provided to Merchant (a) by the Payment Brands; (b) by Paymentech pursuant to this Agreement; or (c) as otherwise approved in writing by Paymentech. Merchant may use the Payment Brand Marks only to promote the services covered by the Marks by using them on decals, indoor and outdoor signs, advertising materials, and marketing materials; provided, that all such uses by Merchant must be approved by Paymentech and consistent with Payment Brand Rules. Merchant shall not use the Payment Brand Marks in any way that Customers could believe that the goods or services offered by Merchant are sponsored, endorsed, or guaranteed by the owners of the Payment Brand Marks. Merchant recognizes that it has no ownership rights in the Payment Brand Marks. Merchant shall not assign the rights to use the Payment Brand Marks to any third party. Merchant's right to use the Payment Brand Marks hereunder terminates with the termination of this Agreement.

9. FEES; ADJUSTMENTS.

9.1 Schedule A. Merchant shall pay all applicable fees for all Transactions, which shall be calculated and payable

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pursuant to this Agreement. Merchant acknowledges that the fees stated in Exhibit B are based upon the assumption that Merchant's Transactions will qualify for certain interchange rates as determined in each case by the applicable Payment Brand. If any of Merchant's Transactions fail to qualify for such interchange rates, Paymentech shall process each such Transaction at the applicable interchange rate determined by the applicable Payment Brand. Unless otherwise indicated on Exhibit B, Merchant shall be solely responsible for all communication expenses required to facilitate the transmission of all Transaction Data to Paymentech. Fees payable under this Agreement that contain a fraction of a cent will be rounded up to the next full cent.

9.2 Price Adjustments. Fees set forth in this Agreement are based upon Merchant's annual volume, average Transaction size, and other information provided by Merchant or contained in this Agreement. To the extent any of the foregoing proves to be inaccurate, Paymentech may modify the pricing provisions in this Agreement with thirty (30) days' prior written notice to Merchant. Furthermore, the fees set forth on Exhibit B and any additional pricing supplements may be adjusted to reflect increases by Payment Brands in interchange, assessments, or other Payment Brand fees, additional fees imposed by the Payment Brands, or increases in third party fees identified in this Agreement. Merchant shall pay all such fees, as so adjusted. Each such adjustment shall become effective upon the date the corresponding increase or additional fee is implemented by the Payment Brand or third party provider.

10. TERMINATION.

10.1 Term. This Agreement takes effect upon approval of NH Governor and Council and continues for three (3) years from such date.

10.2 Events of Default. Notwithstanding anything to the contrary in Merchant's terms and conditions in document P-37 or any agreement to which this Agreement is attached and made a part of, it is agreed that this section shall take precedence over any other term or condition that may appear to conflict with this section . If any of the following events shall occur (each an "Event of Default"):

(a) any transfer or assignment in violation of Section 15.3 of this Agreement;
(b) irregular Transactions by Merchant, excessive Chargebacks, or any other circumstances which, in Paymentech's discretion, may increase Paymentech's or Member's exposure for Merchant's Chargebacks or otherwise present an Anticipated Risk to Paymentech;
(c) any representation or warranty in this Agreement is breached in any material respect or was or is incorrect in any material respect when made or deemed to be made;
(d) Merchant fails in any material respect to perform any of its obligations with respect to the funding or establishing of a Reserve Account, as detailed in Section 4.6;
(e) material breach of Section 1.1;
(f) Merchant fails in any material respect in performance or observance of any term, covenant, condition, or agreement contained in this Agreement, including, without limitation, compliance with Payment Brand Rules and Security Standards;
(g) a case or other proceeding shall be commenced by or against Merchant in any court of competent jurisdiction seeking relief under the Bankruptcy Code or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up, or adjustment of debts, the appointment of a trustee, receiver, custodian, liquidator, or the like of Merchant, or of all or any substantial part of the assets, domestic or foreign, of Merchant, and such case or proceeding shall continue undismissed or unstayed for a period of sixty (60) consecutive days, or an order granting the relief requested in such case or proceeding against Merchant (including, without limitation, an order for relief under the Bankruptcy Code) shall be entered;
(h) Paymentech, in its sole reasonable discretion, deems Merchant to be financially insecure;
(i) any Payment Brand (i) notifies Paymentech or Member that it is no longer willing to accept Merchant's Transaction Data; or (ii) requires Paymentech or Member to terminate or limit this Agreement or Merchant's ability to accept Payment Instruments from Customers;
(j) Merchant or any person owning or controlling Merchant's business is listed in one or more databases of terminated or high risk merchants maintained by the Payment Brands;
(k) Merchant engages in conduct that (i) causes Paymentech or Member to violate the Payment Brand Rules or applicable law; (ii) results in Paymentech's, Member's, or Merchant's participation in a risk-based program under the Payment Brand Rules; or (iii) creates or could tend to create harm or loss to the goodwill of any Payment Brand, Paymentech, or Member;
(l) for a period of more than sixty (60) consecutive days, Merchant does not transmit Transaction Data to Paymentech;

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(m) Merchant fails to comply with Section 15.15; or
(n) Paymentech's Transaction processing services under this Agreement fail to conform to generally accepted standards for such services in the Transaction processing industry;

then, the non-defaulting party may terminate this Agreement by providing the defaulting party with written notice of termination. Following receipt of such notice, and solely for termination based on subsections (c), (f) and (n), the defaulting party shall have thirty (30) days to cure the Event of Default, and the Agreement shall terminate in the event such cure is not effected by the end of such period. No cure period shall be provided when termination is based any other Event of Default.

If this Agreement is terminated by Paymentech for Merchant's default hereunder, Merchant acknowledges that Paymentech may be required to report Merchant's business name and the names and other identification of its principals to the Payment Brands. Merchant expressly agrees and consents to such reporting in the event Merchant is terminated for any reason specified. and Merchant agrees to waive any and all claims which Merchant may have as a result of such reporting.

10.3 Other Events. In addition to the remedies above and any rights Paymentech may have under this Agreement, Paymentech may suspend the processing of some or all of Merchant's Transactions upon: (a) an occurrence of an Event of Default by Merchant; (b) receipt by Paymentech of notice that a Payment Brand intends to impose any fine or penalty as a result of excessive Chargebacks or Merchant's acts or omissions; or (c) receipt by Paymentech of objections or concerns expressed by a Payment Brand which render Paymentech's continued processing of Merchant's Transactions unduly burdensome, impractical, or risky.

10.4 Account Activity After Termination; Termination Reserve. The provisions governing processing and settlement of Transactions, all related adjustments, fees and other amounts due from Merchant, and the resolution of any related Chargebacks, disputes, or other issues involving Transactions, will continue to apply even after termination of this Agreement, with respect to all Transactions made prior to such termination or after such termination, as described below. After termination of this Agreement for any reason whatsoever, Merchant shall continue to bear total responsibility for all Chargebacks, fees, fines, assessments, credits, and adjustments resulting from Transactions processed pursuant to this Agreement and all other amounts then due or which thereafter may become due to Paymentech under this Agreement or which may be due to Paymentech before or after such termination to either Paymentech or Member. If Merchant submits Transaction Data to Paymentech after the date of termination, Paymentech may, at its sole discretion and without waiving any of its rights or remedies under this Agreement, process such Transaction Data in accordance with and subject to all of the terms of this Agreement.

Subject to the Price Limitation Upon notice of termination of this Agreement, Paymentech may estimate the aggregate dollar amount of anticipated Chargebacks, Refunds, and Anticipated Risks that Paymentech reasonably anticipates subsequent to termination, and Merchant agrees to immediately deposit such amount in its Settlement Account, or Paymentech may withhold such amount from Merchant's settlement funds in order to establish a Reserve Account pursuant to and governed by the terms and conditions of this Agreement.

The Reserve Account shall be fully funded upon three (3) days' notice to Merchant, or in instances of fraud or an Event of Default, Reserve Account may be immediate, whereupon notice of said establishment of the Reserve Account will occur within a commercially reasonable period of time after the occurrence. Such Reserve Account may be funded by all or any combination of the following: (i) one or more debits to Merchant's Settlement Account or any other accounts held by Paymentech or any of its affiliates; (ii) one or more deductions or off sets to any payments otherwise due to Merchant; or (iii) Merchant's delivery to Paymentech of an irrevocable letter of credit. Any such letter of credit shall be issued or established by a financial institution acceptable to Paymentech and shall be in a form acceptable to Paymentech. In addition to the foregoing methods of funding, Merchant shall have the option of funding the Reserve Account in any manner which is mutually agreeable between Merchant and Paymentech. It is expressly acknowledged and understood that a Reserve Account to be established as a result of an Anticipated Risk of the type identified in section 4.6 (e) or (f) above under no circumstances be subject to any Price limitation set forth in the P-37 Agreement or any exhibit r attachment thereto.

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11. INDEMNIFICATION.

11.1 Paymentech. Paymentech agrees to indemnify Merchant and its affiliates, officers, directors, employees, and agents from any losses, liabilities, and damages of any and every kind (including, without limitation, Merchant's costs, expenses, and reasonable attorneys' fees) arising out of any Chargeback or third party claim or complaint (a) made with respect to any error in Transaction Data caused by Paymentech or by malfunctions of Paymentech's processing systems; (b) caused by Paymentech's noncompliance with this Agreement, the Payment Brand Rules, or the Security Standards; or (c) resulting from any voluntary or involuntary bankruptcy or insolvency proceeding by or against Paymentech. This indemnification does not apply to any claim or complaint relating to Merchant's failure to resolve a payment dispute concerning merchandise or services sold by Merchant or Merchant's negligence or willful misconduct. The indemnification provided under this Section 11.1 shall survive termination and is subject to the limitation of liability set forth in Section 14 of this Agreement.

12. TRANSACTION DATA AND PAYMENT INSTRUMENT INFORMATION; PAYMENT CARD INDUSTRY COMPLIANCE.

12.1 Merchant financial information, information related to Merchant's Transactions, and other information that Merchant provides to Paymentech may be shared by Paymentech with its affiliates and the Payment Brands. Paymentech will not otherwise disclose or use such information other than (a) as necessary to process Merchant's Transactions or otherwise provide services and maintain Merchant's account pursuant to this Agreement; (b) to detect, prevent, reduce, or otherwise address fraud, security, or technical issues; (c) to enhance or improve Paymentech's products and services generally; or (d) as required or permitted by the Payment Brands or applicable law. Paymentech may prepare, use, and/or share with third parties, aggregated, non-personally identifiable information derived from Transaction Data of all of Paymentech's customers or specific segments of Paymentech's customers.

12.2 Payment Card Industry Compliance. Merchant acknowledges and understands the importance of compliance with the Security Standards, such as those relating to the storage and disclosure of Transaction Data and Payment Instrument Information. Therefore, Merchant shall not disclose or use Payment Instrument Information, other than (a) to Merchant's agents and contractors for the purpose of assisting Merchant in completing a Transaction; (b) to the applicable Payment Brand; or (c) as specifically required by law or pursuant to a government or regulatory demand. Furthermore, Merchant acknowledges and understands that its use of any fraud mitigation or security enhancement solution (e.g. an encryption product or service), whether provided to Merchant by Paymentech or a third party, in no way limits Merchant's obligation to comply with the Security Standards or Merchant's liabilities set forth in this Agreement.

Merchant is allowed by the Payment Brand Rules to store only certain Payment Instrument Information (currently limited to the Customer's name, Payment Instrument account number, and expiration date) and is prohibited from storing additional Payment Instrument Information, including, without limitation, any security code data, such as CVV2, CVC2, and PIN data, and any magnetic stripe track data. Merchant shall store all media containing Payment Instrument Information in an unreadable format wherever it is stored and in an area limited to selected personnel on a "need to know" basis only. Prior to either party discarding any material containing Payment Instrument Information, the party will render the account numbers unreadable in accordance with the requirements of the Security Standards. If at any time Merchant determines or suspects that Payment Instrument Information has been compromised Merchant must notify Paymentech immediately and assist in providing notification to such parties as may be required by law or Payment Brand Rules, or as Paymentech otherwise reasonably deems necessary.

Merchant agrees to comply with all Security Standards, as defined in DEFINITIONS. Merchant further agrees to provide Paymentech, upon its request, with such tests, scans, and assessments of Merchant's compliance with Security Standards as may from time to time be required by the Payment Brands.

Merchant must immediately notify Paymentech of its use of any Service Provider. Merchant shall ensure that, to the extent required by each Payment Brand, its Service Providers are (d) compliant with all applicable Security Standards; and (e) appropriately registered with, or otherwise recognized as being compliant with the Security Standards, by all applicable Payment Brands. To the extent required by each Payment Brand, all Payment Applications, or software involved in processing, storing, receiving, or transmitting of Payment Instrument Information, shall be (f) compliant with all Security Standards applicable to such Payment Applications or software; and (g) registered with and/or recognized by such Payment Brand(s) as being so compliant. Furthermore, to the extent Merchant is required under the Payment Brand Rules, or Merchant otherwise elects, to utilize EMV chip-capable terminals, all EMV chip-capable terminals used by Merchant must appear on the EMV co-approved terminal list maintained by the Payment Brands.

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Merchant understands that its failure, or the failure of any of its Service Providers, to comply with the Payment Brand Rules, including the Security Standards, or the compromise of any of Payment Instrument Information (whether such Payment Instrument Information is under the control of Merchant or its Service Provider), may result in assessments, fines, and/or penalties by the Payment Brands, and Merchant agrees, . to reimburse Paymentech immediately for any such assessment, fine, or penalty imposed on Paymentech or the Member and any related loss, cost, or expense incurred by Paymentech or the Member,. If any Payment Brand requires a forensic examination of Merchant or any of Merchant's Service Providers due to a Data Compromise Event, Merchant agrees to cooperate with, and cause all applicable Service Providers to cooperate with such forensic examination until it is completed, including, without limitation, the engagement

of an examiner acceptable to the relevant Payment Brand. Notwithstanding the foregoing, the Payment Brands may (h) directly engage, or demand that Paymentech engage, an examiner on behalf of the Merchant in order to expedite the investigation of the Data Compromise Event; or (i) pursuant to the Payment Brand Rules, permit Paymentech to investigate the Data Compromise Event. In either scenario, Merchant agrees, to pay for all costs and expenses related to such forensic examination including all of Paymentech's costs actually incurred relating to such forensic examination.

Paymentech understands that its failure to comply with the Payment Brand Rules, including the Security Standards, or the compromise of any of Payment Instrument Information may result in assessments, fines, and/or penalties by the Payment Brands, and Paymentech agrees to be responsible for the payment of any such assessment, fine, or penalty imposed by the Payment Brands on Paymentech or the Member arising out of a Paymentech Data Compromise Event, including for any costs or expenses associated with a forensic examination relating to Paymentech's Data Compromise Event and such liability for fees, fines, penalties or forensic costs and expenses shall be Paymentech's responsibility, and shall not be subject to the limitation of liability set forth in section 14. A Paymentech Data Compromise Event shall be defined as a data compromise directly attributable to a third party gaining unauthorized access to Paymentech's processing systems unless such unauthorized access was obtained via Merchant. In the event a Paymentech Data Compromise Event impacts Merchant, to the extent permitted by law, law enforcement or regulatory authority, Paymentech shall provide prompt notice of such Paymentech Data Compromise Event.

By executing this Agreement, Merchant represents that, in the event of its failure, including bankruptcy, insolvency, or other suspension of business operations, Merchant shall not sell, transfer, or disclose to third parties any materials that contain Transaction Data or Payment Instrument Information. Upon request, Merchant must return such information to Paymentech or provide Paymentech with acceptable proof of its destruction.

13. INFORMATION ABOUT MERCHANT AND MERCHANT'S BUSINESS.

13.1 Additional Financial Information. The State's financial statements are available on line. In the event that financial statements are not publicly available (and such financial statements shall be no less than twenty (20) months old), Merchant shall provide the requested financial statements to Paymentech.

13.2 Audit Rights. With prior notice and during Merchant's normal business hours, Paymentech's duly authorized representatives may visit Merchant's business premises and may examine Merchant's books and records that pertain to Merchant's Transactions or Merchant's compliance with this Agreement.

13.3 Other Information. Merchant agrees to provide Paymentech at least thirty (30) days' prior written notice of its intent to change current product lines or services, Merchant's trade name, or the manner in which Merchant accepts Payment Instruments. If Paymentech determines such a change is material to its relationship with Merchant, Paymentech may refuse to process Transaction Data made subsequent to the change or terminate this Agreement. Merchant agrees to provide Paymentech with prompt written notice if Merchant is the subject of any voluntary or involuntary bankruptcy or insolvency petition or proceeding. Merchant's signature on this Agreement authorizes Paymentech to perform any credit check deemed necessary with respect to Merchant.

14. DISCLAIMER; LIMITATION OF DAMAGES. Subject to Section 5, Paymentech will, at its own expense, correct any Transaction Data to the extent that such errors have been caused by Paymentech or by malfunctions of Paymentech's processing systems. Under no circumstances will Paymentech's financial liability arising out of or related to its performance of services under this Agreement exceed the total fees paid to Paymentech under this Agreement (net of Payment Brand fees, third party fees, interchange, assessments, penalties, and fines) for the twelve months prior to the

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time the liability arose. It is agreed that Merchant's liability for Paymentech's direct damages actually sustained shall not exceed the Price Limitation set forth in section 1.8 of the P-37 Agreement; provided, however, it is expressly acknowledged and agreed that such Price Limitation shall not apply to: (i) Payment Brand pass through fees such as interchange, assessments or other Payment Brand fees; (ii) Payment Brand fees, fines and penalties including, without limitation, excessive chargebacks or PCI Compliance assessments, fines and penalties and other related costs or (iii) costs or expenses associated with Payment Brand Rule compliance, including without limitation, forensic examinations that may be required as set forth in section 12.2.

EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, IN NO EVENT WILL ANY PARTY, ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AFFILIATES, BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF ACTION AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY FINES, FEES, PENALTIES, OR ASSESSMENTS IMPOSED BY THE PAYMENT BRANDS RELATED TO MERCHANT'S ACCEPTANCE OF PAYMENT INSTRUMENTS SHALL NOT BE DEEMED TO BE CONSEQUENTIAL DAMAGES. NEITHER PAYMENTECH NOR MEMBER SHALL BE LIABLE OR RESPONSIBLE FOR THE AUTHENTICITY, ACCURACY, CORRUPTION, DISAPPEARANCE, THEFT OF, DAMAGE TO, OR TAMPERING WITH ANY DATA, INCLUDING, WITHOUT LIMITATION, TRANSACTION DATA, TRANSMITTED IN ANY FORM OR FORMAT TO PAYMENTECH BY OR ON BEHALF OF MERCHANT, AND PAYMENTECH AND MEMBER SHALL BE ENTITILED TO RELY ON DATA IT RECEIVES FROM OR ON BEHALF OF MERCHANT IN THE DISCHARGE BY PAYMENTECH AND MEMBER OF ITS OBLIGATIONS HEREUNDER. ALL PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR COMMERCIAL SERVICES. THE UNIFORM COMMERCIAL CODE DOES NOT APPLY AND PAYMENTECH AND MEMBER HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, MADE TO MERCHANT OR ANY OTHER PERSON, REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE (REGARDLESS OF ANY COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE) OF ANY SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY GOODS PROVIDED INCIDENTAL TO SUCH SERVICES.

15. MISCELLANEOUS.

15.1 Taxes. The State of New Hampshire is exempt from applicable taxes.

15.2 Section Headings. The section headings of this Agreement are for convenience only and do not define, limit, or describe the scope or intent of this Agreement.

15.3 Assignment; Other Events.

(a) **Merchant.** Merchant may not transfer or assign this Agreement without the prior written consent of Paymentech. Any purported transfer or assignment of this Agreement by Merchant (including by operation of law, merger, or otherwise) without Paymentech's prior written consent shall be, in Paymentech's sole discretion, null and void and Merchant shall remain bound by the terms and conditions of this Agreement and shall be fully responsible for all Transactions submitted by the purported assignee/transferee, and for all related liabilities arising therefrom. In the case of a permitted transfer or assignment of this Agreement by Merchant, the assignee/transferee shall, as of the effective date of the assignment or transfer, be bound by the terms and conditions of this Agreement and shall be fully responsible for all Transactions submitted and for all related liabilities arising therefrom. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of Merchant's assets or business, shall have any right to continue or to assume or to assign this Agreement without Paymentech's prior written consent. Merchant agrees to provide Paymentech with not less than thirty (30) days prior written notice of: (i) any sale of all or substantially all of the assets of Merchant; or (ii) any person or entity becoming the beneficial owner, directly or indirectly, of securities representing more than fifty percent (50%) of the combined voting power of Merchant's securities, or otherwise acquires voting control of Merchant.

(b) **Paymentech; Member.** Upon written notice to Merchant, another Payment Brand member may be substituted for Member under whose sponsorship this Agreement is performed and for whom Paymentech is acting as agent hereunder.

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Subject to Payment Brand Rules, Paymentech may assign or transfer this Agreement and its rights and obligations hereunder and may delegate its duties hereunder, in whole or in part, to any third party, whether in connection with a change in sponsorship, as set forth in the preceding sentence, without prior notice to or consent of Merchant. It is further agreed that in the event of an assignment by Paymentech, Paymentech shall provide written notice Merchant of such assignment and it is agreed that Merchant shall have a one-time right, per assignment, to terminate this Agreement without penalty of any kind by providing Paymentech thirty days' prior written notice of its intent to terminate from the date of the notice of assignment.

15.4 Parties; Independent Contractor. This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, administrators, representatives, and permitted successors and assigns. Merchant agrees that it is responsible for its employees' actions. In providing services to Merchant, Paymentech will not be acting in the capacity of agent, partner, or joint venturer; Paymentech is acting solely as an independent contractor.

15.5 Representations. The parties shall perform their obligations under this Agreement in compliance with all applicable laws. Merchant represents and warrants that statements made on its Application are true as of the date of this Agreement. Paymentech represents and warrants that its execution of and performance under this Agreement (a) in no way breaches, contravenes, violates, or in any manner conflicts with any of its other legal obligations, including, without limitation, its corporate charter or similar document or any agreement between Paymentech and any third party or any affiliated entity; (b) has been duly authorized by all necessary action and does not require any consent or other action by or in respect of any third party; and (c) that the person signing this Agreement on behalf of Paymentech is duly authorized to do so. Merchant represents and warrants that its execution of and performance under this Agreement (d) in no way breaches, contravenes, violates, or in any manner conflicts with any of its other legal obligations, including, without limitation, its corporate charter or similar document or any agreement between Merchant and any third party or any affiliated entity; (e) has been duly authorized by all necessary action and does not require any consent or other action by or in respect of any third party; and (f) that the person signing this Agreement on behalf of Merchant is duly authorized to do so. Furthermore, if Merchant is undergoing a forensic investigation at the time this Agreement is executed, Merchant represents and warrants that it is fully cooperating with the investigation and agrees to continue so cooperating until the investigation is completed.

15.6 Publicity. Neither Paymentech nor Merchant shall issue press releases or otherwise publicize the existence of the business relationship that is the subject of this Agreement, without the prior written consent of the non-disclosing party. The Parties understand that this Agreement is a public record and may be disclosed in accordance with all applicable laws related to public contracts.

15.7 Severability. Should any provision of this Agreement be determined to be invalid or unenforceable under any law, rule, or regulation, including any Payment Brand Rule, such determination will not affect the validity or enforceability of any other provision of this Agreement.

15.8 Waivers. No term or condition of this Agreement may be waived except pursuant to a written waiver executed by the party against whom such waiver is sought to be enforced.

15.9 Entire Agreement. The Payment Brand Rules, Application, taxpayer identification and certification documentation, and all schedules, supplements, and attachments to this Agreement are made a part of this Agreement for all purposes. This Agreement represents the entire understanding between Merchant and Paymentech with respect to the matters contained herein and supersedes any prior agreements between the parties. Merchant agrees that in entering into this Agreement it has not relied on any statement of Paymentech or its representatives. This Agreement, whether as an exhibit or standalone, shall take precedence over any term or condition governing the Reserve Account, Settlement Account and any obligation, liability or responsibility regarding compliance with the Payment Rules and Security Standards.

15.10 Notices. Except as otherwise provided in this Agreement, all notices must be given in writing and either hand delivered, faxed, mailed first class, postage prepaid, sent via electronic mail transmission, or sent via overnight courier (and will be deemed to be given when so delivered or mailed) to the addresses set forth below or to such other address as either party may from time to time specify to the other party in writing.

15.11 Governing Law; Waiver of Right to Contest Jurisdiction; Waiver of Jury Trial. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW HAMPSHIRE WITHOUT REFERENCE TO CONFLICT OF LAW PROVISIONS. ANY ACTION, PROCEEDING, LITIGATION, OR MEDIATION RELATING TO OR ARISING FROM THIS AGREEMENT MUST BE BROUGHT BY PAYMENTECH AGAINST MERCHANT AND DETERMINED EXCLUSIVELY IN

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THE STATE OF NEW HAMPSHIRE. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS EITHER OF THEM MAY HAVE TO CONTEST JURISDICTION OR VENUE.

15.12 Force Majeure. Neither party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications failures, utility failures, power failures, equipment failures, labor strife, riots, war, terrorist attack, nonperformance of Paymentech's vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this Section 15.12 will affect or excuse Merchant's liabilities and obligations for Chargebacks, refunds, or unfulfilled goods and services.

15.13 Amendment. Except as otherwise set forth in this Agreement, the Agreement may be amended only by written agreement of the parties. Notwithstanding the foregoing, in the event the terms of this Agreement must be amended pursuant to a change required by the Payment Brand Rules or any third party with jurisdiction over the matters described herein, such amendment will be effective immediately. Merchant's electronic signature or continued submission of Transactions to Paymentech following such notice will be deemed to be Merchant's acceptance of such amendment.

15.14 Counterparts and Electronic Signature. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A signature received via facsimile or electronically via email shall be as legally binding for all purposes as an original signature.

15.15 Merchant Taxpayer Certification and Paymentech Reporting Obligations. Pursuant to 26 USC 6050W, Paymentech is a "payment settlement entity", obligated to collect and report certain taxpayer information to the United States Internal Revenue Service. Therefore, in conjunction with the execution of this Agreement, Merchant shall provide Paymentech with the appropriate taxpayer certification documentation via Internal Revenue Service (IRS) Form W-9 (or the appropriate versions of the Form W-8, if applicable). Merchant shall promptly notify Paymentech if there are any changes in this information. Paymentech may deduct withholding taxes, if any, from proceeds payable to Merchant or any entity that is a party to this agreement where required under applicable law. Paymentech may, in accordance with applicable law and from time to time during the term of this Agreement, request Merchant to recertify its tax-exempt certification hereunder. Furthermore, , Merchant shall be responsible for any penalties related to the reporting obligations of Paymentech hereunder to the extent such penalties accrue based on the actions or inactions of Merchant despite reasonable notice from Paymentech.

16. SURVIVAL. The provisions of Sections 1.6, 4.2, 4.4, 4.5, 4.6, 5, 6, 7, 9, 10.2, 10.4, 10.5, 11, 12, 14, 15, 16 and 17 shall survive the termination of this Agreement.

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PAYMENTECH, LLC

SECRETARY'S CERTIFICATE

I, W. Paul Hankins, Secretary of Paymentech, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Paymentech"), do herby certify as follows:

Vice President of Credit Operations, is duly authorized to execute and deliver merchant contracts and other instruments on behalf of Paymentech.

The following person is the duly elected, qualified, and acting Vice President of Credit Operations, he is now serving in such capacity and his signature as wet forth below is genuine:

Name:	Signature:
David Miller	

IN WITNESS WHEREOF, I have signed this Secretary's Certificate on the 3rd day of May, 2016.

PAYMENTECH, LLC

By: _____

W. Paul Hankins

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Paymentech, LLC, a(n) Delaware limited liability company registered to do business in New Hampshire on July 30, 2007. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of April, A.D. 2016

William M. Gardner
Secretary of State

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 05/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
199 Water Street
New York NY 10038-3551 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	New Hampshire Ins Co	23841
INSURER C:	Commerce & Industry Ins Co	19410
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
JPMorgan Chase & Co.
and subsidiary, affiliated, and
associated companies therof
270 Park Avenue
New York NY 10017-2070 USA

COVERAGES CERTIFICATE NUMBER: 570057844067 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Blanket Contractual Liability X Host Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			GL7266980	06/01/2015	06/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 Excluded $2,000,000 $2,000,000 $2,000,000
A A A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			CA 7062871 All other States CA 7062872 MA CA 7062873 VA	06/01/2015 06/01/2015 06/01/2015	06/01/2016 06/01/2016 06/01/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			BE19961991	06/01/2015	06/01/2016	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC021942689 All Other States WC 021942690 ME	06/01/2015 06/01/2015	06/01/2016 06/01/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The insurance maintained by JPMorgan Chase & Co. provides for the following coverage enhancements in keeping with the terms of the signed contracts, leases and/or agreements in place: Blanket Additional Insured where required. Coverages are Primary and Non-contributory where required. Blanket Contractual Liability, Host Liquor Liability is included in the General Liability policy, Waiver of subrogation is included where required. The Landlord, Landlords Agent(s), Landlords Lender(s), Ground Lessor(s), Vendor(s), Clients and any other party as required by the signed contract, lease and/or agreement are listed as additional insured as their interests may appear and when applicable.

CERTIFICATE HOLDER

Evidence of Insurance for
JPMorgan Chase & Co.
and subsidiary, affiliated and
associated companies therof
270 Park Avenue
New York NY 10017-2070 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570057844067

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