



## JOINDER TO PAYMENT DEVICE PROCESSING AGREEMENT

This **JOINDER TO PAYMENT DEVICE PROCESSING AGREEMENT** ("Joinder"), is entered into as of the Joinder Effective Date by the City of Farmers Branch (the "Joinder Merchant"), Elavon, Inc. ("Elavon"), and Member. Capitalized terms used and not otherwise defined in this Joinder shall have the meanings ascribed to them in the Agreement which are incorporated herein by this reference.

Upon execution of this Joinder, the entity identified below is hereby added as an entity of Merchant (hereafter "Joinder Merchant"), for the submission of Transactions, and subject to the terms of the Agreement between Merchant, Elavon, and Member, dated February 12, 2014. The Agreement is inclusive of the following contract components:

- (1) the "Notice of Award" with "Listing of Awarded Items"; including the "Assumptions and Exceptions" as agreed upon by "CPA" and Elavon per the attached listing;
- (2) the Agreement as agreed upon by "CPA" and the contractor per the attached;
- (3) the original "RFP," as modified by addenda; and
- (4) the "Proposal" submitted by Elavon, Inc. as modified by the "Best and Final Offer."

Joinder Merchant acknowledges that it has received and reviewed a true and correct copy of the Agreement. Detailed information on the Elavon contract is available from the Comptroller of Public Accounts.

By executing this Joinder, the Joinder Merchant hereby acknowledges and agrees that it will be responsible for all obligations of Merchant outlined in the Agreement, including but not limited to: (i) payment of Chargebacks, returns, adjustments, fees, fines, penalties, assessments from the Payment Networks and other payments due under the Agreement; (ii) compliance with all Laws (including privacy laws) and Payment Network Regulations, including the requirements of the Payment Card Industry Data Security Standard and all associated audits; (iii) responsibility for disputes with any Customers, Cardholders or third parties relating to any Transaction or any breach by Joinder Merchant of any obligation under the Agreement; (iv) monitoring its Transactions for fraudulent or other suspicious activity; (v) responsibility for Joinder Merchant's Value Added Services; (vi) any Data Incident, where Joinder Merchant knows or suspects that Cardholder Data, Customer information, or Transaction information has been accessed or used without authorization from Joinder Merchant, its agents or systems with Joinder Merchant's or its agent's control; and (vii) confidentiality of Cardholder, Transaction and password information.

Except as expressly modified pursuant to this Joinder, all terms and conditions of the Agreement are incorporated herein and made a part hereof by this reference and shall govern the relationship among the parties to this Joinder.

*[Signature page to follow]*



IN WITNESS WHEREOF, the parties hereto have executed this Joinder to the Agreement.

**JOINDER MERCHANT on behalf of itself, the  
("MERCHANT"):**

By: \_\_\_\_\_

Name: Gary D. Greer

Title: City Manager

**ELAVON, INC.**

By:  \_\_\_\_\_

Name: Timothy I. Miller

Title: Senior Vice President

Date: 05.26.14

(Joinder Agreement "Effective Date")

**MEMBER**

By:  \_\_\_\_\_

Name: Timothy I. Miller

Title: Senior Vice President



**Exhibit A to Joinder Agreement  
EQUIPMENT AND PROCESSING**

**Fees mapped from State of Texas Comptroller's Office Notice of Award Item 1.1A**

VISA/MasterCard/Discover/AMEX Fee Per Transaction Authorization <sup>1</sup>	\$0.018 per item
Online (PIN) Debit Fee	Network Interchange/Switch Fees + \$0.018
Foreign Network Fees (TSYS IP SSL), if Necessary	\$0.045/per transaction
Foreign Network Fees (TSYS Dial SSL), if Necessary	\$0.06/per transaction
Foreign Network Fees (TSYS IP SSL), if Necessary	\$0.025/per transaction
Voice Authorization Fee (basic)	\$0.75 per authorization
Voice Authorization Operator Assist	\$0.90 per authorization
Bank Referral Voice Authorization	\$4.00 per authorization
Monthly Minimum Processing Fee (if applicable)	\$35/per month
Chargeback Fee	\$12.00/per occurrence
Return ACH Item Fees (NSF)	\$10/per occurrence
PCI Monthly Fee	\$7/per MID
PCI Non Compliance Fee (if applicable)	\$34.95/monthly
Paper Statement Fee (if applicable)	5.00/per MID
MerchantConnect Basic	Waived
MerchantConnect Premium	\$25 monthly (OPTIONAL)
Merchant Connect Premium w/ OCM Monthly (6-10 Users)	\$95 Monthly (OPTIONAL)
Merchant Connect Premium w/ OCM Monthly (11+ Users)	\$155 Monthly Fee (OPTIONAL)

**OPTIONAL Equipment/Software/Hardware <sup>3</sup>**

Ingenico ICT250 Terminal/Printer (EMV Enabled/Internal PINPad)	\$481/per unit purchase
VeriFone Vx520 Terminal/Printer (EMV Enabled/Internal PINPad)	\$481/ per unit purchase
VeriFone EMV-enabled PINPad - VX820	\$299/ per unit purchase
Ingenico iWL250G Wireless Terminal (EMV Enabled/Internal PINPad)	\$885 purchase w/Comm Base and SIM Card
Ingenico iPP320 (EMV Enabled/Internal PINPad)	\$295/ per unit purchase
VeriFone Vx570 (IP) Terminal/Printer (NO EMV Capability)	\$325/ per unit purchase
Equinox L5200 EMV Enabled PINPad	\$529/per unit purchase
VirtualMerchant License (Unlimited MIDs/Unlimited Users)	\$395.00/One-Time
VirtualMerchant Monthly Subscription	\$14.95/Month
MagTek Mini Wedge - USB (PC Card Reader)	\$89/per unit
MagTek uDynamo (Card Reader - Apple and Android Devices)	\$59/per unit
MagTek aDynamo (Card Reader - Apple and Android Devices)	\$29/per unit

- INTERCHANGE PASS-THROUGH** - All Visa and MasterCard Authorizations, Interchange, Dues, Assessments, and Settlement Fees are passed to merchant at cost. Discover and American Express Transactions may be authorized by Elavon. Settlement and Discount Fees will be billed directly by Discover and American Express. Interchange Tables outlining the current interchange and assessment pricing are published by Visa and MasterCard on their respective websites.
- PCI PROGRAM** - All Merchants must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS"). Elavon requires Level 4 Merchants (determined based on transaction volume) to validate PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval. An annual PCI Fee will be charged to Merchants with access to the services of the qualified third party assessor with whom Elavon has a preferred provider relationship. Any Merchant that has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, will be charged an additional monthly non-compliance fee of \$34.95 until Elavon is provided with validation of compliance. Merchant may be eligible for Data Breach Coverage following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview for coverage details and conditions.
- EQUIPMENT NOTES** - Shipping and handling fees are included in the equipment price. All newly purchased equipment from Servicer is warranted for one year from date of purchase. Servicer will replace defective equipment. Merchant owned equipment is not warranted by Servicer, but Merchant may purchase new equipment at market pricing from Servicer.

*[Signature page to follow]*



**Exhibit A to Joinder Agreement**

**JOINDER MERCHANT on behalf of itself, the  
("MERCHANT"):**

By: \_\_\_\_\_

Name: Gary D. Greer

Title: City Manager

**ELAVON, INC.**

By: \_\_\_\_\_

Name: Timothy I. Miller

Title: Senior Vice President

Date: 05.26.14

(Schedule A "Effective Date")

**MEMBER**

By: \_\_\_\_\_

Name: Timothy I. Miller

Title: Senior Vice President



**Exhibit B to Joinder**

**Affiliated Entities of Joinder Merchant**

Check one: Joinder Merchant is a TX (insert state) ☒ Corporation  
☐ LLC  
☐ LP  
☐ Other \_\_\_\_\_

**Check one:**

☐ Joinder Merchant named on page 1 only, and all locations will operate under Federal Tax ID Number 75-6003955.

☐ Joinder Merchant named on page 1, with Federal Tax ID Number 75-6003955 and the following affiliate(s):

<u>Name</u>	<u>Tax ID Number</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

JOINDER MERCHANT on behalf of itself, the ("MERCHANT") and each of the affiliated entities identified above:

By: \_\_\_\_\_

Name: Gary D. Greer

Title: City Manager

ELAVON, INC.

By: \_\_\_\_\_

Name: Timothy I. Miller

Title: Senior Vice President

Date: 05.26.14

(Schedule B "Effective Date")

**MEMBER**

By: \_\_\_\_\_

Name: Timothy I. Miller

Title: Senior Vice President