



MERCHANT AGREEMENT

THIS MERCHANT AGREEMENT ("**Agreement**") is effective as of the final date signed by Nuvei (the "**Effective Date**") between The Payment Group, LLC, a Delaware limited liability company and wholly owned subsidiary of Nuvei ("**Nuvei**"), located at 1375 N. Scottsdale Rd. Suite 400 Scottsdale, AZ 85257, and the City of Albion, NE located at 420 West Market Street, Albion, NE 68620 ("**Client**"). Each Nuvei and Client may be referred to individually as "**party**" and collectively as "**parties.**"

WHEREAS, Nuvei provides certain payment processing services with pricing including hardware, software, media materials, and electronic documentation fees and expenses as set forth on Schedule A (the "**Services**"), and Client desires to receive, certain related Services under the terms and conditions set forth in this Agreement;

AND, WHEREAS, Nuvei will provide the Services to Client and individuals who have received requests for payment from Client (each, an "**End User**").

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows.

1. **Services Provided:** Subject to the terms and conditions of this Agreement, Nuvei will use commercially reasonable efforts to provide access to the Services and certain ancillary services related thereto. Such ancillary services shall include all necessary installation/setup services, promotional assistance, credit card processing, payments to Client's specified account(s), and access to real time online reporting. For each Service, Nuvei will charge End Users the convenience fee corresponding to each such Service, as set forth on Schedule A hereto. Client shall not be responsible for any EFT, processing, maintenance or other fees or charges. Client agrees to retain Nuvei to act as Client's exclusive provider of each Service. Client agrees to promptly credit End User upon notice by Nuvei that payment from End User has been received by Nuvei.
2. **Chargebacks:** If a "chargeback" to a credit/debit card occurs, Nuvei will reflect such chargeback on the next Client payment report to be delivered in accordance with the schedule set forth on Schedule A following the occurrence of such chargeback. If the charge remains unpaid, Client will then update the status of the affected account of End User as remaining outstanding and unpaid.
3. **Setup and Installation:** Nuvei will provide the necessary setup and installation services to begin providing the Services as soon as is practicable after the time an executed version

of this Agreement and any other documentation required in connection with the provision of the Services are received by Nuvei.

4. **Property of Nuvei:** All right, title and interest in and to the computer programs, software, hardware, algorithms, written procedures, trademarks, promotional materials, media materials, electronic documentation, and other supporting items used in connection with the Services, including all intellectual property rights therein, (collectively, the "Nuvei Materials") are and shall remain the sole property of Nuvei, including any changes, modifications, or enhancements made to the Nuvei Materials during the term of this Agreement, and shall be returned to Nuvei upon termination of this Agreement. Nothing in this Agreement grants any right, title, or interest in or to any intellectual property rights in or to the Nuvei Materials, whether expressly, by implication, estoppel, or otherwise.
5. **Restrictions on Use:** Client shall not, and shall not permit any other person to, access or use the Services or Nuvei Materials except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Client shall not, except as this Agreement expressly permits: (a) copy, modify or create derivative works or improvements of the Services or Nuvei Materials; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Services or Nuvei Materials to any person, including on or in connection with the Internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Services or Nuvei Materials, in whole or in part; (d) remove, delete, alter or obscure any trademarks, specifications, documentation, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Services or Nuvei Materials, including any copy thereof; or (e) access or use the Services or Nuvei Materials for purposes of a competitive analysis of the Services or Nuvei Materials, the development, provision or use of a competing software service or product or any other purpose that is to Nuvei's detriment or commercial disadvantage.
6. **Hardware and Software Requirements:** In order to access and view online reports and communicate with Nuvei in connection with the Services, Client shall be solely responsible for providing the following: access to the Internet, an email address and an up-to-date copy of Adobe Reader to view reports.
7. **Integrated Services:** Client grants Nuvei all rights necessary to access Client's data and systems for the purpose of integrating the Services with Client's systems for processing of payments from End Users and to allow Nuvei to send notifications to End Users on behalf of the Client.
8. **Information Provided by Client:** Client must provide the following to Nuvei prior to the commencement of the Services (collectively, the "Client Information"):
 - a) Any and all standard contact information;
 - b) Bank routing number, bank account number; and
 - c) Bank account type for deposit of all payments.

Client hereby grants Nuvei a limited license to use the Client Information for the purpose of providing Client with the Services described in this Agreement.

9. **Actions to be Performed by Nuvei:** Nuvei will use commercially reasonable efforts to provide the Services and all necessary technical support to maintain Nuvei's payment system for 23.5 hours a day, 7 days a week. Notwithstanding the foregoing, Nuvei's payment system will be unavailable daily from 11:00 p.m. until 11:30 p.m., CST due to daily maintenance. Nuvei will not be responsible for any downtime experienced by Client attributable to Internet service providers, utilities companies and/or Client's internal network.
10. **Term and Cancellation of Contract:** The initial term of this Agreement shall be a period of twelve (12) months, commencing on the Effective Date. This Agreement will then automatically renew for successive terms of twelve (12) months each, unless either party gives notice of its intent not to renew at least ninety (90) days prior to the expiration of the then-current term, in which case this Agreement shall terminate at the end of then-current term.
11. **Indemnity:** Nuvei will indemnify, defend and hold harmless Client for causes of action and damages incurred by or brought against Client by third parties resulting from the wrongful termination of the Services provided to an End User due to Nuvei's negligence in processing and reporting payments in connection with the Services. Client will hold harmless Nuvei for causes of action and damages incurred or brought against Client by third parties resulting from the wrongful termination of the Services provided to an End User due to Client's negligence in processing payments or errors in information generated by Client and furnished to Nuvei in connection with the Services. The liability of either Party to the other with respect to this Agreement shall not include any contingent liability or exemplary or consequential damages.
12. **Reservation:** All rights not expressly granted in this Agreement are reserved by Nuvei.
13. **Support Services:** In connection with the Services, Nuvei will provide Client with support services with respect to the Nuvei web portal, software applications, electronic payments, online reports, and promotional materials. Client may contact Nuvei technical support Monday through Friday, from 8:00am to 5:00pm, CST.
14. **Attorney Fees and Costs:** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such Party may be entitled.
15. **Promotional Materials:**
- a) Client grants to Nuvei, during the term of this Agreement, a limited non-exclusive, fully paid-up, royalty-free, revocable, non-transferable license, without right of sublicense, to use any logo or trademark of Client on the Nuvei website for Client identification.
 - b) Subject to Section 4 and Section 5 of this Agreement, Nuvei shall provide Client with logos, graphics and other marketing materials for Client to advertise the

Services and Nuvei as an authorized agent of Client for purposes of receiving payments.

- c) Client agrees to use its commercially reasonable efforts to promote the applicable Services to End Users, such promotion to include providing a brief description or a means of accessing such Services in a reasonably prominent manner on (i) bills, invoices and other requests for payment delivered by Client to End Users, (ii) Client's End User-facing websites and (iii) any other channels utilized by Client for purposes of communicating with End Users.

16. **Miscellaneous Provisions:**

- a) *Delaware Law to apply:* This provision shall be construed under and in accordance with the laws of the State of Delaware.
- b) *Parties Bound:* This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.
- c) *Assignment:* Client may not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of Nuvei. Nuvei may assign, delegate or transfer any of its rights or obligations under this Agreement.
- d) *Legal Construction:* In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceable shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision was not contained in this Agreement.
- e) *Sole Agreement:* This Agreement constitutes the sole agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter of this Agreement.
- f) *Relationship of the Parties.* Nuvei is an independent contractor, and neither Nuvei nor its staff shall be deemed to be employed by Client.
- g) *Counterparts:* This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by electronic means shall be equally as effective as delivery of a manually executed counterpart of this Agreement.
- h) *E-Sign:* If this Agreement is to be executed electronically, Client hereby agrees as follows: Client hereby gives its affirmative consent to execute this Agreement and to receive any related records and communications electronically. By consenting, Client also represents that it has full authority to execute this Agreement electronically under applicable local law and regulations, including any applicable municipal procurement requirements. Client may withdraw its consent to receive records and communications electronically by contacting Nuvei. Client's withdrawal of consent will cancel Client's agreement to receive electronic records and communications. Withdrawal of consent to future use of electronic signatures or receipt of records and communications electronically will not revoke electronic execution of this Agreement or any prior agreement or invalidate receipt of records in electronic format prior to such withdrawal. Client may request a paper copy of any records and communications by contacting

Nuvei. Client is responsible for providing Nuvei with true, accurate and complete contact information, including an email address, and maintaining and updating promptly any changes in such contact information. Client may update its contact information by contacting Nuvei. Nuvei reserves the right, in its sole discretion, to discontinue the provision of electronic records and communications, or to terminate or change the terms and conditions on which Nuvei provides electronic records and communications. Nuvei will provide Client with notice of any such termination or change as required by law. Client acknowledges and agrees that Client's consent to electronic records and communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (the "Act"), and that Client and Nuvei both intend that the Act apply to the fullest extent possible to validate the Parties' ability to conduct business by electronic means. Client agrees that, in consenting to electronic signatures and records, Client will not challenge the validity of this Agreement solely on the basis that it was executed electronically.]

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties reaching a mutual understanding and meeting of the minds on the terms and conditions of the Merchant Agreement above, sign and date below demonstrating their acceptance of the Agreement by their duly authorized representatives signing below.

ACCEPTED AND AGREED TO BY AND BETWEEN:

The Payment Group ("**Nuvei**")

City of Albion, NE ("**Client**")

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A SERVICES & FEES

1. Services & Fees.

Fees as detailed below are payable by the End Users. For clarity there is no cost to the Client.

<u>Service</u>	<u>Payment Type</u>	<u>Web</u>	<u>Walk-in</u>
All TPG Services	Bankcard	3.95% with a \$2.50 minimum	3.95% with a \$2.50 minimum
	ACH	\$1.95	N/A

2. Client Payment Schedule

Client will receive funds from Nuvei in accordance with the schedule below to the account specified by Client (if payment to be made via ACH). Nuvei will electronically provide payment reports to Client in accordance with the schedule below. NOTE: Holidays will cause reports and payments to be shifted to the next business day.

*Daily ACH		
End User payment day	Client Report Date	Client ACH Receipt Date
Monday	Tuesday	Wednesday
Tuesday	Wednesday	Thursday
Wednesday	Thursday	Friday
Thursday	Friday	Monday
Friday to Sunday	Monday	Tuesday

3. Service Availability.

Web & Walk-In: Nuvei's payment system and online reporting portal will be available for End User payment processing and Client Reporting for 23.5 hours a day, 7 days a week. These systems will be unavailable daily from 11:00 p.m. until 11:30 p.m., CST, due to daily maintenance.

Live Phone Hours	
Day	Hours
Monday to Friday	8:00am to 7:00pm CST
Saturday	9:00am to 2:00pm CST

4. Hardware & Software.

Nuvei will provide up to two (2) Credit Card Terminals at no cost.