



Merchant Processing Application and Agreement

Merchant #

File # 3388030

Loc. 1

TELL US ABOUT YOUR BUSINESS/OWNER'S INFORMATION

Your DBA/Outlet Name	Federal Tax ID number
GR Public Utilities	416005202

Your IRS Legal Filing Name	Federal Tax ID type
Grand Rapids Public Utilities Commission	EIN

Business Address (No P.O. Box)

500 SE 4th St

City	State	Zip Code
Grand Rapids	MN	55744

Business Legal Name

Grand Rapids Public Utilities Commission

Contact Name	Contact Phone
Jean Lane	2183267199

Billing Address

500 SE 4th St

City	State	Zip Code
Grand Rapids	MN	55744

Business Contact Email Address	Billing Contact Email Address
jmlane@grpuc.org	jmlane@grpuc.org

Authorized Signer

Julie Kennedy

Title	Phone Number	Date of Birth
General Manager	(218) 326-7687	

Business Address	Country	City
500 SE 4th St	United States	Grand Rapids

State	Zip Code	US Citizen/Resident:
MN	55744	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Business Type: GOVERNMENT UNIT OR AGENCY
 Month/Year Business Started: Mar 1910
 State Incorporated: MN
 Mag Swipe 0% + Keyed Manually 100% = 100%
 Business to Business Transactions: 10%
 Business to Consumer Transactions: 90%
 Average Ticket/Sales: \$200
 Product/Services You Sell: Water utility

Number of Employees: 20
 Transaction Sources:
 POS Cardswipe/Imprint 0% + Mail Order 0%
 + Phone Order 0% + Internet 100%
 + Trade Show 0% + Recurring Transaction 0% = 100%
 Total Annual MC/Visa Volume: \$150,000
 Total Annual Discover Volume: \$4,500
 Total Annual Amex Volume: \$22,500
 Total Relationship Annual Card Volume: \$177,000
 Total Cash and Credit Sales: \$1,000,000

Do customers pay before receiving Products/Services? Yes No

When a card is charged and the Products/Services received:

Immediate (0 days)	100%	1 - 4 days	0%
5 - 7 days	0%	8 - 14 days	0%
15 - 30 days	0%	over 30 days	0%

DDA Count	Business Checking Account Number	Transit Routing Number/ABA	Account Type	Roll-up Code	Name of Financial Institution	Type
DDA#1	2220001310	091000019	Checking	1 - Via Category	Wells Fargo Bank, National Association	Deposit/ Chargeback/ Adjustments/ Interchange Fees/Fees
DDA#2	N/A	N/A	N/A	N/A	N/A	N/A
DDA#3	N/A	N/A	N/A	N/A	N/A	N/A

You may settle your Merchant Services funds to an account at the financial institution of your preference. When you use a Wells Fargo account for settlement or other Merchant Services purposes, you must use a Wells Fargo business or commercial deposit account.

Entitlement Option:

Dispute Manager, Business Track, American Express, AVS

Have you previously had an American Express SE Number ? Yes No American Express SE #

Does your business/organization participate in internet gambling or wagering ? Yes No

Legal Disclosures

Important Information about Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record information that identifies each person (individuals and businesses) who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and information that will allow us to identify you. We may also ask for your driver's license or other identifying documents.

Information Sharing: We will keep confidential any information we receive from Client via its use of the Services. Exceptions are that we may disclose such information (a) to third parties as appropriate to provide the Services, (b) to our internal and external auditors, attorneys and regulators, (c) as required or permitted by law, regulation or court order (d) to our respective Affiliates as appropriate.

Privacy Notice: For the categories of personal data that Wells Fargo may collect and how we use it, see the Wells Fargo California Consumer Privacy Act Notice at Collection at <https://www.wellsfargo.com/privacy-security/notice-of-data-collection/>. See additional Wells Fargo privacy notices at <https://www.wellsfargo.com/privacy-security/>.

Important Notice: You agree, in order for us to service the Account or to collect any amounts you owe, we may from time to time make calls and/or send text messages to you at any telephone number(s) we have on record or you provide to us, even if the number is registered to a cell phone and your wireless carrier may charge you message and data fees. The manner in which these calls or text messages are made to you may include, but is not limited to, the use of prerecorded/ artificial voice messages and/or an automatic telephone dialing system. You further agree that, in order for us to service the Account or to collect any amounts you owe, we may send electronic communications, including e-mails to you at any e-mail address we have on record or you provide to us. You consent to our leaving artificial or pre-recorded voice messages and to using an auto dialer to call or text your telephone number. In addition, You specifically authorize and give permission to us, Wells Fargo (as defined in paragraph directly below) and our service providers, agents or anyone we authorize acting on our behalf, to contact you pursuant to this paragraph.

The signer(s) to this Merchant Processing Application (the "Application") hereby warrants and represents that it is authorized to sign this Application and provide the authorizations and consents set forth herein, and that the statements made in this Application are true and complete, including disclosure of all principals with twenty-five percent or more ownership in the Applicant. Each such signer(s) on behalf of him or herself and on behalf of the entity listed on this Application ("Applicant") authorizes Wells Fargo Bank, N.A. and Wells Fargo Merchant Services, L.L.C. (collectively, "Wells Fargo") and/or its agent(s) to investigate the individual and business history of Applicant and each representative signing the Application, including obtaining consumer and/or business credit reports, in order to evaluate Applicant's acceptability into the merchant program and providing such credit information to others as needed for such purpose. If the Application is approved, Applicant also authorizes Wells Fargo to obtain subsequent consumer and/or business credit reports in connection with the maintenance, updating, renewal or extension of the Agreement. Applicant agrees to immediately notify Wells Fargo of any material changes in information provided in or in connection with this Application. Applicant and each signer to this Application agree that all business references contacted in connection with this Application, including financial institutions, may release any and all credit and financial information to Wells Fargo, and such information and any other information provided by Applicant or in connection with this Application, may be shared with Wells Fargo's affiliates. Applicant acknowledges having received and reviewed a copy of the Wells Fargo Privacy Policy, which includes a form for Applicant to communicate its privacy and solicitation preferences to Wells Fargo. Any unilateral alteration or modification made by Applicant or its representatives to the text of this Application shall be of no legal effect and at Wells Fargo's discretion may render this Application invalid. Applicant acknowledges that acceptance into Wells Fargo's merchant program is subject to final evaluation and approval by Wells Fargo in its sole discretion.

Applicant acknowledges having received and reviewed a copy of the attached Terms and Conditions, the provisions of which are incorporated herein by reference. Applicant understands and acknowledges that upon the expiration of three (3) calendar days from the date set forth below or after Applicant submits to Wells Fargo Merchant Services, L.L.C. and Wells Fargo Bank, N.A. (collectively "Wells Fargo") its first deposit for settlement, whichever comes first, (the "Rescission Period") Applicant will be bound by all provisions set forth in the Terms and Conditions as it may be amended from time to time, unless Applicant notifies Wells Fargo in writing otherwise within the Rescission Period. Applicant further acknowledges and understands that it has an obligation to promptly contact Wells Fargo regarding any questions pertaining to any provision of the Terms and Conditions.

However, if your Application is approved based upon contrary information stated in the "Tell Us About Your Business" section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. If the Application is approved, each of the undersigned also authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit and financial information to us.

By signing electronically, Applicant and each individual signing this Merchant Processing Application and Agreement consent to the use of electronic signatures and records in connection with this Application and Agreement, the Personal Guaranty, and all related communications and agreements.

To the extent you request merchant processing services for additional locations beyond those referenced in your application, the terms of your Merchant Processing Agreement shall apply with equal force and effect to such additional locations which are included within the definition of "Merchant".

Failure to provide an accurate Federal Tax Identification Number may result in a withholding of merchant funding per IRS regulations. (See Terms and Conditions for further information.)

American Express Acceptance

By acknowledging this Application and the Agreement, you, Applicant, are expressly agreeing that Wells Fargo may share all of your personally identifiable information (for example, postal and email addresses, tax identification numbers, names and social security numbers of the authorized signer on this Application, account information, etc.), as well as your American Express transaction information (for example, all information required by American Express evidencing charges or credits, including information obtained at the point of sale, information obtained or generated during authorization and settlement, and any chargeback or other fee information related to an American Express payment card transaction), with American Express. American Express may use and share this information to perform its responsibilities in connection with the American Express payment card acceptance services that you receive under this Application and the Agreement. American Express may also use and share this information to promote the American Express Network, to perform analytics and create reports, and for any other lawful business purpose including to call you or send you communications or materials via direct mail, email, SMS, text or facsimile regarding American Express products, services and resources available to you. You consent and agree to receive autodialed, automated and/or prerecorded calls and communications (which may include SMS or text messages) at the telephone number(s) you have provided. If you provide a fax number, you consent and agree to receiving fax communications from American Express. In connection with the foregoing, you understand that the calls made or communications sent to you by American Express may be subject to charges or fees by your telecommunications or other applicable service provider that are your responsibility to pay. You understand that your consent under this paragraph is not a condition of purchasing or receiving any product or service or entering into this Agreement. If you do not wish to receive marketing or other communications from American Express, or if you wish to discontinue accepting American Express payment cards, you must contact Wells Fargo at 1-800-451-5817 to disable your American Express acceptance services, and you will no longer be permitted to accept American Express payment cards under this Application or the Agreement.



Wells Fargo Merchant Services, L.L.C. ("WFMS") Pricing Terms for GR Public Utilities

Proposal Date: 07/16/2024

Form# 046

Sales Consultant: Brian Mcfadden

Credit Card Volume	\$150,000	Communications Method	FRAME/INTERNET
Average Transaction Size	\$200	Internet Gateway	WFPG
Number of Locations	1	Pricing Option	Interchange + Rate
Anticipated Interchange (11) Levels	Utility	024 048/053/324/9YB	
MCC Code	4900	MCC Code Description	UTILITIES-ELECTRIC,GAS,WATER
American Express® Industry Type	Utilities		
Discover® Network Card Program	Yes		

Credit Card Processing Fees (1)

Interchange Plus the following fees:
0.50% On Gross Visa®, MasterCard®, Discover® Network
Card and American Express® Sales

Electronic Benefits Transfer (EBT) & PIN Debit Processing Fees

NOT APPLICABLE

One Time Total Fees	\$0.00
Monthly Total Fees	\$10.00
Annual Total Fees	\$0.00
Other Fees based on your account activity	See Other Fees based on your account activity table below

The above table is for your convenience only and is not intended to set forth all fees that may be associated with your merchant account. Regardless of your transaction volume you will be responsible for the One Time Total Fees, Monthly Total Fees, Annual Total Fees, Other Fees based on your account activity (as set forth in the table above) and Processing Solution Fees. The fees associated with the table above are defined below.

Please review this entire pricing summary, along with the Additional Services page, for a comprehensive list of your fees.

Initial Below

Principal Name 1 Principal Name 2 Principal Name 3 Principal Name 4

Applicable Fee Schedules:

Payment Network Qualification Matrix <https://www.wellsfargo.com/interchangeplus>

Payment Networks Pass-Through Fees <https://www.wellsfargo.com/merchantpassthroughfees>

Merchant Statement Fee Description Glossary <https://www.wellsfargo.com/processingfeeglossary>

Dues, assessments and pass-through fees are disclosed in the schedules referenced above.

Fee schedules are updated periodically. To obtain the current applicable fee schedules, as well as a glossary of fee descriptions that may appear on your merchant statement, please refer to the URLs above for more information. If you have questions or cannot access the schedules, please contact your Merchant Card Representative and request that a copy of the applicable fee schedules be mailed or faxed to you.

As noted in your Merchant Agreement, Payment Networks change their rates/fees from time to time. They are likely to revise rates/fees in April and October, but this timing is subject to change. To learn more about impacts to fee schedules resulting from Payment Network changes, please visit the URLs above or request an updated schedule.

One Time Fees			
Set-Up Fees		\$0.00	per location
Equipment Installation Fee		\$0.00	
Terminal Reprogramming Fee (Terminal)	# of Terminals: 0	\$0.00	per terminal
Integrated Terminal Swap Fee for PIN Injection	# of Terminals: 0	\$0.00	per terminal
Swap Fee for PIN Injection	# of PIN Pads: 0	\$0.00	per PIN Pad
Card Imprinter Option	# of imprinters: 0	\$0.00	per imprinter
Rush Shipping Option		\$0.00	
One Time Total Fees		\$0.00	

Monthly Fees			
Monthly Service Fee		\$0.00	per location
Statement Billing Fee (Paper Statement) ⁽⁷⁾		\$10.00	
PCI Compliance Service Program Fee ⁽⁸⁾		\$0.00	per location
Monthly Total Fees		\$10.00	

Annual Fees			
Annual Fee		\$0.00	per location
Annual Compliance Support Fee ⁽⁵⁾		\$0.00	per location
Annual Total Fees		\$0.00	

Initial Below

Principal Name 1 Principal Name 2 Principal Name 3 Principal Name 4

Other Fees based on your account activity		
Authorization/EDC Fee – Visa, Mastercard, Discover Network Card (Credit and Non-PIN Debit) (3)	\$0.00	per attempt
Authorization/EDC Fee – American Express (Credit and Prepaid) (3)	\$0.00	per attempt
American Express EDC and Discover EDC Authorization (6)	N/A	per attempt
American Express EDC and Discover EDC Capture Fee	N/A	per attempt
Electronic Address Verification Service Fee	\$ 0.01	per attempt
Voice Authorization Fee	\$0.75	per attempt
Voice (Manual) Address Verification Fee	\$2.00	per attempt
Monthly Minimum Processing Fee(9)	\$0.00	per month
Incoming Chargeback Fee(2)	\$25.00	per incoming chargeback
Incoming/Outgoing Exception Chargeback Fee(2)	\$25.00	per exception chargeback
Chargeback Fax / Mail Fee(18)	\$10.00	per Fax / Mail response
Non-validation PCI Compliance Fee (8)	\$25.00	per location, per month
GeP Services Fee Visa/Mastercard (refunds, credits, returns and chargebacks are independent transactions)	1% per transaction	
GeP Services Fee American Express(refunds, credits, returns and chargebacks are independent transactions)	0% per transaction	
Other Fees based on your account activity Total Fees	Based on account activity	

Processing Solutions			
Type	Quantity	Financing Method	Total w/o TAX
WFPG	1	CUSTOMER OWNED	\$0.00

(1) Clients may elect to participate in the Discover Network Card program or the Discover EDC program, but not both. Under the "Discover Network Card program," Clients receive all Discover-related authorization, processing and settlement services from WFMS. Under the "Discover EDC program," Clients enter into a direct agreement with Discover, and WFMS provides only authorization and capture services related to Discover Network Cards. Clients may also elect to participate in the American Express program or the American Express EDC program, but not both. Under the "American Express program," Clients receive all American Express-related authorization, processing and settlement services from WFMS. Under the "American Express EDC program," Clients enter into a direct agreement with American Express, and WFMS provides only authorization and capture services related to American Express Cards. In all cases, any services provided by WFMS for Discover and American Express transactions are subject to the terms of Client's Agreement with WFMS.

(2) Client acknowledges and understands that an authorization only indicates the availability of the Cardholder's credit at the time the authorization is requested. It does not warrant that the person presenting the card is the rightful Cardholder, nor is it an unconditional promise or guarantee that Client will not be subject to a chargeback or debit. A chargeback fee applies to all chargebacks processed by WFMS.

Initial Below

Principal Name 1 Principal Name 2 Principal Name 3 Principal Name 4

(3) Authorization/EDC Fee applies to Visa and Discover Network Card credit authorizations, all Visa, Mastercard, Discover Network Card and American Express approvals (pre-authorizations, authorizations and authorization reversals), denials, batch inquiries, batch entry transactions and includes any transaction fees and capture fees. This fee does not apply to Discover EDC and American Express EDC.

(5) The Annual Compliance Support Fee will be assessed and deducted from Client's Settlement Account at each anniversary date after the effective date.

(6) American Express EDC/Discover EDC Authorization Fees apply to all approvals (pre-authorizations, authorizations and authorization reversals), denials, batch inquiries and batch entry transactions.

(7) The monthly Statement Billing Fee can be waived if Client elects to access the monthly statement through Business Track or the Clover Dashboard instead of receiving a paper copy by mail. Once enrolled online, please contact Customer Service at 1-800-451-5817 to request that paper statements no longer be mailed. If online access is terminated by Client or as a result of at least 180 days of online inactivity, paper statements will be reinstated with the applicable monthly Statement Billing Fee. For information about online enrollment, please see Additional Services or contact Customer Service.

(8) The monthly PCI Compliance Service Program Fee and Non-validation PCI Compliance Fee are part of the mandatory PCI Compliance Service Program. These fees apply to Level 3 and Level 4 Clients who utilize, a card not present solution, a gateway or value added reseller (VAR). The program includes access to SecureTrust, a PCI Compliance solution to help Client comply with the Payment Card Industry Data Security Standards (PCI DSS) requirements. Clients are required to register and complete a PCI DSS certification process by visiting <https://managepci.com>. If Client does not comply or fails the PCI DSS certification process, Client will be charged a monthly Non-validation PCI Compliance Fee until the account becomes compliant.

(9) If the total discount fee billed to the Client for Visa, Mastercard, Discover Network Card and American Express transactions in one month is less than the Monthly Minimum Processing Fee, then an additional fee will be charged to the Client equal to the Monthly Minimum Processing Fee less the total discount fee.

(11) American Express charges Program Pricing fees and not interchange. Program Pricing fees and interchange fees are subject to change.

(18) If Client elects to respond to a Chargeback via fax or mail, a dispute fee will be assessed for each response submitted. Business Track Dispute Manager and Clover Disputes are available as an online option at no additional cost. If not already enrolled, Client can self-enroll by logging into BusinessTrack.com and accessing Dispute Manager or logging into their Clover Dashboard and choosing Clover Disputes.

American Express may Chargeback without first sending an Inquiry any time a Cardmember disputes a charge for any reason other than actual or alleged fraud. If in any three (3) consecutive months, the monthly ratio of Chargebacks (less Chargeback Reversals) to gross Charges (less Credits) exceeds one percent (1%), then an Excessive Chargeback fee for in the amount of \$25 per Chargeback will be applied after the "excessive chargeback" threshold has been met.

Client will be responsible for any charges assessed by outside third parties that are not disclosed on the proposal. To the extent that this pricing proposal includes pricing for third party products and services, WFMS disclaims legal liability and responsibility for said products and services. Client's agreement with the third party provider shall govern Client's relationship with the third party provider. In the event that WFMS is billed for the third party's services, Client will reimburse WFMS for such services.

Client acknowledges and understands that WFMS shall have no responsibility or liability for any third party hardware or software procured and used by Client. To the extent Client has any issues, concerns or liability related to such hardware or software, Client must deal directly with the third party provider from whom Client procured the hardware or software. In no event will WFMS be responsible for any indirect, incidental or consequential damages that Client may incur as a result of using any third party hardware or software.

Initial Below

Principal Name 1 Principal Name 2 Principal Name 3 Principal Name 4

WFMS' proposal and associated pricing is based on the information provided. Any difference to our stated understanding may affect the proposed pricing. Without a signed agreement, this proposal expires 60 days from the proposal date stated above.

Rounding. In the event the amount being billed to Client for any line item on this pricing proposal includes a total ending in less than a full cent, WFMS will either round such amount up or down to the nearest cent.

Fees for supplies, shipping, handling and applicable sales tax may apply and are subject to change without notice. Additional information will be available upon request.

Initial Below

Principal Name 1 Principal Name 2 Principal Name 3 Principal Name 4

IRS Legal Filing Name: Grand Rapids Public Utilities Commission

Principal Name: Julie Kennedy _____

Title: General Manager _____

Signature: _____

Date: _____

Principal Name: _____

Title: _____

Signature: _____

Date: _____

Principal Name: _____

Title: _____

Signature: _____

Date: _____

Principal Name: _____

Title: _____

Signature: _____

Date: _____

Additional Services for GR Public Utilities

Mastercard® Authorization Integrity

Based on how you process Mastercard authorizations, your Mastercard Authorization Type is: final authorization. If you have any questions regarding your Mastercard Authorization Type, please call Customer Service at 1-800-451-5817.

A Mastercard pre-authorization must meet all of the following requirements:

- The authorization is requested for an estimated amount (final authorization amount is unknown).
- The authorization amount may be adjusted when the final transaction amount is greater than the original authorized amount.
- The authorization must be cleared or reversed within 30 days

A Mastercard final authorization must meet all of the following requirements:

- The final authorization amount is known.
- The authorization must be cleared or fully reversed within 7 days
- The clearing amount must equal the authorized amount when the authorization is approved in full.
- The clearing currency code must equal the authorized currency code.

Business Track®

Wells Fargo Merchant Services provides reports through the Business Track secure portal, an internet-based service that provides merchants with fast access to transaction information. Business Track access allows you to check the activity on your account. You are able to view deposits, credits and checking account transfers, all with a simple mouse click. By having detailed transaction activity available on a daily basis, you can easily reconcile your account as your business grows. Business Track access is available at no additional cost to you. Enroll anytime at businesstrack.com.

Dispute ManagerSM

Dispute Manager is the optional service designed to help you manage retrieval requests and chargeback disputes more effectively. It is part of a comprehensive solution that enables research and the online exchange of information between you and Wells Fargo for dispute/chargeback management. Retrieval requests for chargebacks can be retrieved on Dispute Manager and setup so the requests can be emailed to you. It is your responsibility to check Dispute Manager or your email for retrieval requests. You can enroll in Dispute Manager from the Business Track secure portal or by calling Customer Service at 1-800-451-5817. Monthly User Access Fee (Per User) is: \$0



Request for Taxpayer Identification Number and Tax Certification

IRS Legal Filing Name: Grand Rapids Public Utilities Commission

Business Federal Tax Identification: 416005202

Under penalties of perjury, I certify that:

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

Certification instructions. If you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return, please do not sign this form as we are not able to process your merchant application at this time.

Principal Name: Julie A Kennedy

Signature: _____

Date: _____

Do not sign the above if you are not a U.S. citizen, resident alien, or other U.S. entity for U.S. tax purposes.

Please provide the appropriate Form W-8 with this application. If any joint owner of this account provides an IRS Form W-9, I understand all income will be reported to that person or entity under the rules in Chapters 3, 4, and 61 of the U.S. Internal Revenue Code.

Privacy Notice: For the categories of personal data that Wells Fargo may collect and how we use it, see the Wells Fargo California Consumer Privacy Act Notice at Collection at <https://www.wellsfargo.com/privacy-security/notice-of-data-collection/>. See additional Wells Fargo privacy notices at <https://www.wellsfargo.com/privacy-security/>.

Merchant Application Checklist, Acknowledgement and Signature Page

This Merchant Processing Application and Agreement includes the following documents and schedules below. The Legal Disclosure is on page 2 of this Application. Each of the documents referenced below and provided to you as part of your Merchant Processing Agreement contains material and important information pertinent to your use of our processing services. Please review these documents thoroughly prior to submitting your application for merchant processing services.

By initialing beside each document below, I acknowledge having received and reviewed the referenced documents, and agree to the terms therein:

Merchant Processing Application and Agreement:

Merchant Initials

- . Wells Fargo Privacy Policy <https://www.wellsfargo.com/privacy-security/privacy/individuals/>
- . Tell Us About Your Business/Owner's Information
- . Legal Disclosures
- . Pricing Terms
- . Additional Services
- . Payment Network Qualification Matrix <https://www.wellsfargo.com/interchangeplus>
- . Payment Networks Pass-Through Fees <https://www.wellsfargo.com/merchantpassthroughfees>

Merchant Initials

Wells Fargo Merchant Services Terms and Conditions (WFB1023c):

www.wellsfargo.com/termscustom1023

Merchant Resources: www.wellsfargo.com/paymentnetworks

Merchant Initials

Wells Fargo Merchant Services Operating Rules: www.wellsfargo.com/operatingrules

For Gateway merchants, it is your responsibility to ensure AVS/CVV2/CVC2 settings are appropriate to deter fraud for your particular type of business.

If you do not have Internet access, please contact your sales consultant and request a copy of the applicable documents be mailed or faxed to you.

Applicant (and its principal(s) acting on its behalf) acknowledge and understand that by signing below, whether electronically or otherwise, Applicant expresses its intention to enter into a binding agreement with Wells Fargo. Further, each principal signing below on behalf of Applicant hereby warrants and represents that such principal is authorized to sign this Merchant Processing Application and Agreement and has all power, authorization and necessary consents to bind Applicant as set forth herein.

IRS Legal Filing Name: Grand Rapids Public Utilities Commission

Principal Name: Julie Kennedy

Title: General Manager

Signature: _____

Date: _____

Principal Name: _____

Title: _____

Signature: _____

Date: _____

Principal Name: _____

Title: _____

Signature: _____

Date: _____

Principal Name: _____

Title: _____

Signature: _____

Date: _____



Confirmation Page

This Confirmation Page documents your acceptance of the Agreement. The following information summarizes portions of the Agreement in order to assist you in answering some of the questions most commonly asked.

- **Your fees for certain Services** set forth in this Agreement are based on the interchange rates set by the Card Organization. Any transactions that fail to qualify at your anticipated interchange levels will be charged an additional fee.
- **We may debit your bank account** for amounts owed to us.
- **Chargebacks** may occur for many reasons. When they occur we will debit your settlement funds or Settlement Account. For more details refer to the Operating Rules.
- **If you dispute any charge or funding**, you must notify us within 60 days of the date of the merchant statement with the disputed charge or funding.
- **The Agreement limits our liability to you** as described in the Terms and Conditions and applicable Schedules.
- **We have assumed certain risks** by agreeing to provide you with the Services. To mitigate our risk we may terminate the Agreement, hold monies otherwise payable to you, or take other actions as permitted in the Agreement.
- **Effective June 16, 2023**, we no longer offer the option to lease or rent additional payment processing devices for your current or new business locations, whether or not you leased or rented previously. By executing this Agreement and using our services, you are confirming your acceptance of these changes to your Merchant Agreement.
- **By entering into the Agreement** you are authorizing us to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us are satisfied.

Your IRS Filing Name: Grand Rapids Public Utilities Commission

By signing below, you acknowledge that you have received the Application, the Terms and Conditions (version WFB1023c), the Operating Rules, this Confirmation Page and Schedules all of which are incorporated into the Agreement. You represent and warrant that (a) all information provided in the Application is true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of yours; and (b) the persons signing the Application and this Confirmation Page are authorized to bind you to all provisions of the Agreement. You accept the Agreement and agree to comply with all its terms. Upon our receipt of the signed Confirmation Page, the Application for merchant processing services will be reviewed. You understand that the Application is subject to our approval. A copy of the Terms and Conditions is available at www.wellsfargo.com/termscustom1023 and the Operating Rules is available at wellsfargo.com/operatingrules.

Authorized signer (please sign above)

Julie A Kennedy

Printed name of authorized signer

General Manager

Title

Date

Wells Fargo U.S. Consumer Privacy Notice

FACTS

WHAT DOES WELLS FARGO DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and employment information • Account balances and transaction history • Credit history and investment experience
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Wells Fargo chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Wells Fargo share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — with service providers we use to offer our products and services to you (please see below to limit the ways in which we contact you)	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

To limit our sharing	<ul style="list-style-type: none"> • Call 1-888-528-8460 — our menu will prompt you through your choices. • Online and mobile banking customers - sign on and from the My Profile or Profile menu, select Change Privacy Preferences or Privacy Preferences. <p>Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we can continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
To limit direct marketing	<ul style="list-style-type: none"> • To limit our direct marketing to you by mail or telephone, call 1-888-528-8460 — our menu will prompt you through your choices • Online and mobile banking customers - sign on and from the My Profile or Profile menu, select Change Privacy Preferences or Privacy Preferences. <p>Please note: A Do Not Call election is effective for five years, or while you are an active consumer customer, if longer than five years. The Do Not Mail election is effective for three years. You may continue to receive marketing information in regular account mailings and statements, when you visit us online or at an ATM. You may also be contacted to service your account or participate in surveys. If you have an assigned client manager or team, they may continue to contact you to assist you in managing your portfolio or account relationship.</p>
Questions?	Call 1-800-TO-WELLS (1-800-869-3557) or go to wellsfargo.com/privacy-security

Who we are

Who is providing this notice?	Wells Fargo U.S. companies that use Wells Fargo in their names, except for entities and businesses that provide their own notice, and other companies listed in the <i>Wells Fargo U.S. legal entities and businesses</i> section below.
--------------------------------------	--

What we do

How does Wells Fargo protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information visit wellsfargo.com/privacy-security
How does Wells Fargo collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Open an account or make deposits or withdrawals from your accounts • Apply for a loan or use your credit or debit card • Seek advice about your investments <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes — information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply individually unless you tell us otherwise. Any account holder may express a privacy preference on behalf of the other joint account holders.

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • Our affiliates include financial companies with Wells Fargo in their name such as Wells Fargo Bank, N.A., and Wells Fargo Clearing Services, LLC.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • Wells Fargo does not share with nonaffiliates so they can market to you.
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Wells Fargo does not jointly market.

Other important information

Important Notice about Credit Reporting: We may report information about your account(s) to credit bureaus and/or consumer reporting agencies. Late payments, missed payments, or other defaults on your account(s) may be reflected in your credit report and/or consumer report.

Do Not Call Policy. This Privacy Notice constitutes Wells Fargo's Do Not Call Policy under the Telephone Consumer Protection Act for all consumers. Wells Fargo maintains an internal Do Not Call preference list. Do Not Call requests will be honored within 30 days and will be effective for at least five years from the date of request. Telemarketing calls or prerecorded/artificial message calls may be made to residential or cellular phone numbers that appear on the Wells Fargo Do Not Call list with the appropriate consent. If you do not have an account with Wells Fargo & Company, call 1-800-869-3557 (1-800-TO-WELLS) to be placed on the Wells Fargo & Company's Do Not Call list.

Nevada residents: We are providing you this notice pursuant to state law. You may be placed on our internal Do Not Call List by following the directions in the *To limit direct marketing* section. For more information regarding our telemarketing practices, contact us at 1-800-869-3557; PrivacyCenter@wellsfargo.com, or Wells Fargo, P.O. Box 5110, Sioux Falls, SD 57117-5110.

If you would like more information regarding this Nevada law, contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; 702-486-3132; AgInfo@ag.nv.gov.

Vermont residents: We will not disclose information about your creditworthiness to our affiliates other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Business-to-business: Wells Fargo is committed to protecting personal information that may be collected online and offline in a business-to-business context, including the personal information of individuals in their capacities as representatives of business entities. For the categories of personal data that Wells Fargo may collect and how we use it, see the Wells Fargo California Consumer Privacy Notice at Collection at <https://www.wellsfargo.com/privacy-security/notice-of-data-collection/>.

Wells Fargo U.S. legal entities and businesses covered by this notice

Wells Fargo U.S. banks, except banks and businesses listed below as having their own privacy notice, and companies with "Wells Fargo" in their names, including Wells Fargo Bank, N.A.

The following legal entities and businesses are *not* covered by this notice and have separate privacy notices:

- Wells Fargo Retail Services, a division of Wells Fargo Bank, N.A.
- Wells Fargo Clearing Services, LLC; or Wells Fargo Clearing Services, LLC, doing business as Wells Fargo Advisors
- Wells Fargo Advisors Financial Network, LLC
- Any insurance company, insurance agency or other company that has its own privacy notice or policy
- Businesses that have provided a separate privacy notice governing specified accounts or relationships