



**SUBMITTER MERCHANT
PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES**

Paymentech, LLC, also known as Chase Merchant Services (“CMS”, “we”, or “us”), for itself and on behalf of JPMorgan Chase Bank, N.A. (“Chase”), is excited about the opportunity to join **Paymentus Corporation** (referred to herein as “Submitter”) in providing you, the Merchant signing below (hereinafter referred to as “you” or “Merchant”) with state-of-the-art payment processing services.

When you use the services of Submitter to receive payments for Transactions initiated by Card or by ECP, those Transactions are processed by us through systems and networks owned by the Networks, each of which maintains its own set of Network Rules governing Transactions processed over such Network.

The Network Rules, generally require that we have a direct contract with each merchant for which we process payment transactions through the Network, and this agreement (this “Agreement”) contains certain contractual commitments required by the Network Rules to be contained in each such contract.

1. Compliance with Network Rules, Applicable Law and User Guide; Network Liabilities.

You agree to comply with the Network Rules (including the Security Standards) of each Network, as they pertain to the Transactions you submit to us (directly or via Submitter) for processing through Submitter. You shall not, through act or omission, cause CMS or Chase to violate any Network Rules. You shall perform your obligations under this Agreement in compliance with all applicable federal, state and local laws and regulations and shall not submit any Transaction that it knows to be illegal. CMS reserves the right to temporarily suspend funding or refuse to process any Transaction if we reasonably suspect that it was prepared in violation of any provision of this Agreement, applicable law, or the Network Rules. You agree to pay any and all fines, fees, penalties, liabilities, charges and other amounts which may be imposed or assessed by the Networks on you, Chase or CMS as a result of your actions, omissions, Transactions, Chargebacks or Returns, including without limitation, your failure to comply with the Network Rules, this Agreement or any Security Standards (the “Network Liabilities”).

2. Your Transactions; Chargebacks and Returns.

You represent and warrant that you will only use our services and submit Transactions for processing which represent the sale or lease of goods or the provision of services by you to a Customer and not on behalf of any third-party seller. You shall have full liability for all Chargebacks (with respect to Card Transactions) and all Returns (with respect to ECP Transactions), as may be assessed in accordance with the applicable Network Rules, provided, however, that in the event that any Chargeback or Return is ultimately reversed by the applicable Network in your favor, CMS shall refund you for the amount thereof.

3. Settlement and Funding.

- (a) CMS will submit your Transactions to the applicable Network for processing, and thereafter will provisionally fund the Settlement Account (as defined below).
- (b) You must designate at least one bank account for the deposit and settlement of funds and the debit of any fees and costs associated with CMS’s processing of the Transactions (all such designated bank accounts shall be collectively referred to herein as the “Settlement Account”). You authorize CMS to initiate electronic credit entries, debit entries, and adjustments to your Settlement Account for amounts due to or from you in connection with this Agreement. CMS will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by Submitter, the Networks, or your bank.
- (c) Unless otherwise agreed, the dollar amount payable to you for your Transactions will be equal to the amount submitted by you in connection with your sale Transactions, minus the sum of amounts due from you, including Refunds, Chargebacks, Returns, Network Liabilities, and all applicable charges and adjustments; provided, however, that in the event we fail to withhold any such amounts from your Transaction proceeds, we may debit your Settlement Account for such amounts ;
- (d) If we fail to withhold any Refunds, Returns, Chargebacks, Network Liabilities or other charges or amounts due from the proceeds payable to the Settlement Account (including where such proceeds are insufficient to cover such obligations), or if the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit the Settlement Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid, (iv) delay

presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

(e) To the extent you or Submitter elect to assess a Convenience Fee for eligible Transactions, and unless otherwise agreed to in writing, you hereby acknowledge and agree that (i) all Convenience Fee Transactions will be submitted by Submitter to CMS under the terms of the separate agreement in place between CMS and Submitter, (ii) all CMS processing fees, interchange and assessment fees, or other fees that may apply associated with the Convenience Fee Transaction shall be paid by Submitter, (iii) all Chargebacks, Chargeback fees, funds transfer fees, returns and similar charges related to Convenience Fee Transactions shall be paid by Submitter, and (iv) settlement funding for Convenience Fee transactions will be paid directly to a bank account designated by Submitter.

4. Specific Requirements, Representations and Warranties Relating to ACH Transactions.

(a) The NACHA Operating Rules ("NACHA Rules") are the applicable Network Rules governing your ECP Transactions that utilize the ACH network, including, without limitation, ACH, ARC, TEL and WEB Transactions ("ACH Transactions"). You are responsible for complying with the NACHA Rules as set forth in Section 1 of this Agreement. The originating depository financial institution which CMS uses (currently Chase) to originate and process your ACH Transactions (the "ODFI", as that term is further defined in the NACHA Rules) retains the right to reject or delay any ACH Transaction, to execute an ACH Transaction through any clearing house or channel it deems appropriate, to terminate or suspend your right to originate ACH Transactions, or to audit your compliance with the NACHA Rules.

(b) Any credit made to your Customer's account as a result of an ACH Transaction originated by you (e.g., an issuance of a refund) is provisional until your Customer's receiving depository financial institution (the "RDFI", as further defined in the NACHA Rules) receives final settlement for such entry through a Federal Reserve Bank. If final settlement is not received by the RDFI, the RDFI will receive a refund from your Customer, and your Customer will not be deemed to have been paid by you.

(c) You represent and warrant that: (i) each ACH Transaction you originate will comply with all applicable laws and NACHA Rules; (ii) you will not originate any ACH Transaction as a Third Party Sender (as that term is defined in the NACHA Rules) and will not allow any third party to originate an ACH Transaction through your account under this Agreement; (iii) all ACH Transactions resulting in a debit to the Customer will be authorized by the Customer in writing and signed or similarly authenticated in a manner that complies with the NACHA Rules; (iv) you will obtain and retain proper authorization, in accordance with all applicable laws and the NACHA Rules, for each initiation of an ACH debit or credit to a Customer's account, and will make copies thereof available to us upon request; and (v) you hereby make to us, and certify compliance with, all warranties that we or the ODFI make, or are deemed to make, under the NACHA Rules, in connection with any ACH Transaction you originate.

5. Safeguarding Account Information; Security Standards.

(a) By accepting Card and ECP payments from your Customers, you acknowledge and understand the importance of protecting Transactions and Account Information and complying with the applicable Network Rules, Security Standards, and applicable law. You also acknowledge the heightened risk associated with access to Transactions and Account Information, and, to the extent you do have access to Transactions and Account Information, you must establish policies and procedures to protect such information in conformity with the Network Rules, Security Standards, and applicable law, including the storage and disclosure of such information. You shall exercise reasonable care to prevent use or disclosure of Transactions, Account Information, other than as necessary to complete a Transaction or as otherwise specifically permitted by the Network Rules or required by applicable law. If at any time you determine or suspect that Transactions or Account Information have been compromised, you must notify CMS immediately and assist in providing notification to such parties as may be required by law or Network Rules, or as CMS otherwise reasonably deems necessary. You further agree to provide CMS, upon its request, with information related to your compliance with the Network Rules and Security Standards as may from time to time be required by the Networks or reasonably requested by us.

(b) You acknowledge that failure to comply with the Network Rules, including the Security Standards, or the occurrence of a Data Compromise Event, may result in assessments, fines and/or penalties by the Networks. In the event CMS or Chase incurs any damage, loss, liability or expense as a result of any such failure or occurrence, including, without limitation, any Network Liability, you shall reimburse CMS and Chase, as applicable, immediately for all such amounts. Furthermore, if any Network requires a forensic examination of you or any of your agents, business partners, contractors, or subcontractors due to a Data Compromise Event, you agree to cooperate with such forensic examination until it is completed, including, without limitation, the engagement of an examiner acceptable to the relevant Network. Notwithstanding the foregoing, the Networks may directly, or demand that CMS, engage an examiner on your behalf in order to expedite the investigation of the Data Compromise Event.

6. Merchant Taxpayer Certification and CMS Reporting Obligations.

Upon request from time to time, Merchant shall provide CMS with the appropriate taxpayer certification documentation, via Internal Revenue Service (IRS) Form W-9 (or the appropriate versions of Form W-8, if applicable). Merchant shall promptly notify CMS if there are any changes in this information. CMS 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. CMS may, in accordance with applicable law and from time to time during the term of this Agreement, request Merchant to recertify its taxpayer certification hereunder. Furthermore, Merchant shall be responsible for any penalties related to the reporting obligations of CMS hereunder to the extent such penalties accrue based on the actions or inactions of Merchant despite reasonable notice from CMS.

7. Amendments and Updates.

We reserve the right to update or amend this Agreement from time to time, including as may be required to ensure compliance with the Network Rules, applicable law, or the policies, procedures or requirements of the ODFI. In such event, we will provide you with the changes, or with an updated copy of this Agreement, and your continued use of our processing services after your receipt of such changes shall constitute your agreement to comply with the Agreement as so amended.

8. Data Security and Privacy

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

9. American Express OptBlue.

If you wish to accept American Express payment transactions, then you must comply with the requirements set forth in **Exhibit 1** to this Agreement. Capitalized terms not otherwise defined in **Exhibit 1** shall have the meaning set forth in this Agreement.

10. Definitions.

- (a) **"Card"** means a physical or virtual credit, debit card, pre-paid card, or stored value card, or any evidence thereof (e.g. account number, access number, token, code, payment credential, or other form factor or access device), or any device, mobile application, digital wallet or other technology, medium or method (regardless of form) used to access an account or account number associated therewith and through which Network payment services are delivered, authorized and established between a Customer and a Network, or representatives or members of a Card Network that Merchant accepts from Customers as payment for goods or services.
- (b) **"Account Information"** is information related to a Customer or the Customer's Card or any bank account, depository account, or other account maintained by the Customer, and that is obtained by you or Submitter from the Customer's Card or any check provided by the Customer, or that is otherwise obtained by you from the Customer in connection with a Transaction (for example, an account number, a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number, a bank account number, a card 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 Card or any check printed thereon, or magnetically, electronically or otherwise stored thereon.
- (c) **"ACH"** means Automated Clearing House.
- (d) **"Chargeback"** is a rejection, reversal or return of a Transaction you previously presented to CMS, as permitted and governed by the applicable Network Rules. The term Chargeback shall include any Return of an ECP Transaction.
- (e) **"Convenience Fee"** is a charge to a Customer for the convenience of using the payment channel offered by Merchant through Submitter.

- (f) **"Customer"** is the person or entity to whom a Card is issued or who is otherwise authorized to use a Card and who initiates a payment with you relating to a Transaction.
- (g) **"Data Compromise Event"** means an occurrence that results, or could result, directly or indirectly, in the unauthorized access to or disclosure of Transactions and/or Account Information.
- (h) **"ECP"** means electronic check processing as a means of receiving or making payment in connection with a Transaction or Refund. ECP includes various products of a type supported by CMS, including, without limitation, ACH, ARC, CCD, EFT, POP, PPD, TEL, WEB and Facsimile Draft.
- (i) **"Chase"** is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to CMS as required by all applicable Networks. Your acceptance of Network products is extended by the Chase.
- (j) **"Network"** is any payment method provider whose payment method is accepted by you from your Customers and which is accepted by CMS for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers. Network also includes the National Automated Clearing House Association ("NACHA"), with respect to Transactions involving any credit or debit entry processed over the ACH network, and any other network or clearing house over which any ECP Transactions may be processed.
- (k) **"Network Rules"** are the standards, bylaws, rules, and operating regulations, as they exist from time to time, of the various Networks, and includes the Security Standards.
- (l) **"CMS"**, **"we"**, **"our"**, and **"us"** is Paymentech, LLC, a Delaware limited liability company, having its principal office at 8181 Communications Parkway, Plano, Texas 75024.
- (m) **"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.
- (n) **"Return"** means any rejection, reversal or return of an ECP Transaction or ACH debit entry you previously presented to CMS, as permitted and governed by the applicable Network Rules.
- (o) **"Security Standards"** are all rules, regulations, standards or guidelines adopted or required by the Networks or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Account Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program, Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program, MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.
- (p) **"Transaction"** is a transaction conducted between a Customer and you utilizing a Card or ECP for payment in connection with the sale of goods or the lease or provision of services by you (either directly or through Submitter). Transaction may also be used to refer to the written or electronic record of such a transaction, including, without limitation, an authorization code, settlement record, ECP file, or a credit or debit entry pursuant to and consistent with NACHA Rules which is submitted to CMS to initiate or evidence a Transaction.
- (q) **"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.

By signing below you agree to comply with the foregoing terms.

Agreed and Accepted by:

City of Kingsport

MERCHANT LEGAL NAME (Print or Type)

415 Broad Street, Kingsport, TN 37660

Legal Address (Print or Type)

By (authorized signature)

By, Name, Title (Print or Type)

Date

RP/LC04152025

EXHIBIT 1

These American Express OptBlue Program Terms and Conditions (these “**Program Terms**”) govern the participation in and acceptance of cards through the American Express OptBlue Program, and are requirements under the American Express rules and our agreement with American Express allowing us to process transactions through the OptBlue Program.

1. **AMERICAN EXPRESS OPTBLUE TERMS.**

1.1 American Express OptBlue Provisions. Merchant, by participating in American Express OptBlue Program, agrees to comply with the requirements, acknowledgments and authorizations specific to Merchant’s acceptance of American Express Payment Cards set forth in this Section. Further, Merchant, by participating in American Express OptBlue Program, agrees to the limited manner described in this Section by which American Express may directly market and communicate to Merchant, or use and disclose information Merchant provides in connection with its participation in the OptBlue Program. The “**OptBlue Program**” is a program under which Paymentech and other eligible third party acquirers may enable small merchants (defined as merchants that process American Express card transactions where the gross annual sales amount of such American Express card transactions is one million U.S. Dollars (\$1,000,000) or less) to accept American Express Payment Cards. Notwithstanding the foregoing, the gross annual sales amount limit does not apply to the following industries: charity, education, government, healthcare, insurance, online gambling, residential rent, or utilities.

1.2 Acceptance. Merchant hereby agrees to accept American Express Payment Cards only in accordance with the terms of the Agreement and the *American Express Merchant Operating Guide*, as may be amended from time to time and which is located at www.americanexpress.com/merchantopguide, provided however that: (A) any Claim between Paymentech and Merchant arising from or relating in any way to these Program Terms, even if relating to acceptance of the American Express Payment Card or otherwise involving or relating to American Express (including claims to which American Express is a party or has a right to join), shall be brought in accordance with the Agreement and not the dispute resolution provisions of the *American Express Merchant Operating Guide*; (B) American Express’s right to provide Merchant information, notify Merchant or otherwise provide Merchant Solicitations (as hereinafter defined) shall be in accordance with Section 1.5 below and not the *American Express Merchant Operating Guide*; and (C) American Express’s right to use Transaction Data and Merchant Data provided to American Express by Paymentech shall be in accordance with Section 1.6 below and not the *American Express Merchant Operating Guide*. American Express has asked Paymentech to inform Merchant that any claim brought by Merchant against American Express, to which Paymentech is not a party, arising from or relating in any way to these Program Terms is to be resolved pursuant to the dispute resolution provisions of the *American Express Merchant Operating Guide*, provided that nothing in these Program Terms shall provide any grounds for Paymentech to be a party to any claim between Merchant and American Express that does not relate to these Program Terms. For purposes of the OptBlue Program, “Merchant Data” means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of OptBlue Program Merchants and similar identifying information about OptBlue Program Merchants. For clarification, Merchant Data does not include Transaction Data.

1.3 Authorization. Merchant authorizes Paymentech to submit Transactions to, and receive settlement from, American Express.

1.4 Communication with Merchants. By agreeing to use the “OptBlue” service, Merchant understands and agrees that American Express may communicate with Merchant to provide information about the OptBlue Program and other programs regarding the American Express network as set forth below, including:

- a. “welcome acceptance” communications;
- b. communications designed to inform Merchant how to increase Customers’ usage of the American Express Card (e.g., information regarding posting of the American Express logo);
- c. communications required by law or to comply with directions from American Express regulators;
- d. communications necessary for Merchant to fulfill or comply with offers made by American Express to its Customers;
- e. communications under certain circumstances where American Express seeks to transfer Merchant to direct card acceptance program with American Express because Merchant’s American Express transactions are more than one million U.S. (\$1,000,000) annually or Paymentech no longer participates in the OptBlue Program;
- f. communications about programs on the American Express network that are relevant to merchants participating in the OptBlue program, but do not include Solicitations (as defined below); and
- g. communications about the benefits to Merchant of accepting the American Express card, but do not include Solicitations.

1.5 American Express Programs. Although American Express may send Merchant general information about American Express programs (e.g., notifications about the occurrence of American Express’s “Small Business Saturday” program or the availability of American Express’s “Pay with Points” program), American Express will not directly solicit Merchant to register for, purchase or otherwise obtain products or services unrelated to the OptBlue Program (“**Solicitations**”). Merchant may, however, receive solicitations from American Express if it has provided the necessary data or consent directly to American Express outside the scope of these Program Terms. To register for, purchase or otherwise obtain products or services from American Express unrelated to the OptBlue Program, please

contact American Express directly by visiting the website <http://www.americanexpress.com/privacy> or calling American Express at 1-(800)-528-5200.

1.6 Disclosure of Transaction Data and Merchant Data. Merchant understands and agrees that Paymentech will disclose Transaction Data and Merchant Data to American Express, and American Express may use such information to perform its responsibilities in connection with the OptBlue Program, perform analytics and create reports, to communicate with Merchant in the manner permitted above and for any other lawful purposes (other than Solicitations).

1.7 Protection of Merchant Data. American Express uses reasonable administrative, technical and physical security measures to protect the security and confidentiality of Merchant Data obtained from Paymentech under these Program Terms. American Express requires industry standard confidentiality and data security measures from third parties who are authorized by American Express to process data on its behalf. American Express only shares data in accordance with its data protection privacy principles, available here: <https://www.americanexpress.com/us/content/customer-privacy-principles.html>.

1.8 High CV Merchants. Merchant acknowledges that it may be converted from the OptBlue Program to a direct Payment Card acceptance relationship with American Express if and when it becomes a High CV Merchant. Merchant acknowledges that upon any such conversion, processing of any American Express Payment Card will be governed by American Express's then current card acceptance agreement (and not these Program Terms) and American Express will be solely responsible for setting pricing and other fees payable by Merchant for acceptance of any American Express Payment Card.

1.9 No Assignment of Payments. Merchant will not assign to any third party any payments due Merchant under these Program Terms. All indebtedness arising from charges will be for bona fide sales of goods or services (or both) at Merchant's establishments and free of liens, claims and encumbrances other than ordinary sales taxes. The prohibition on assigning payments due Merchant, however, does not apply to the sale of Transaction receivables to Paymentech, its Affiliates or a partner of Paymentech or its Affiliates that provides cash advance funding.

1.10 Refund Policies. Merchant acknowledges that its refund policies for purchases American Express Payments Cards must be at least as favorable as its refund policy for purchases made on Payment Cards of other Payment Brands. Merchant agrees to disclose to holders of American Express Payment Cards the refund policy at the time of purchase and in accordance with Applicable Law.

1.11 Collection for Cardholders. Merchant may not collect or attempt to collect from any holder of American Express Payment Cards for any purchase or payment on an American Express Payment Card unless: (A) the charge has been charged back to the Merchant; (B) Merchant has accepted/paid the charge (i.e., no Chargeback reversal has been processed); and (C) Merchant has a right to collect or attempt to collect funds to recover unpaid amounts lawfully owed to Merchant by such holder American Express Payment Cards.

1.12 NOTICE REQUIRED BY AMERICAN EXPRESS. American Express requires that Paymentech inform Merchant that (i) American Express charges Paymentech a wholesale discount rate and not interchange and (ii) American Express operates a non-interchange based network.

2. WAIVER OF RIGHT TO CONTEST JURISDICTION; WAIVER OF JURY TRIAL; ARBITRATION.

PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY CLAIM MAY BE RESOLVED BY BINDING ARBITRATION.

WITH BINDING ARBITRATION MERCHANT ACKNOWLEDGES AND AGREES THAT:

- (a) MERCHANT IS GIVING UP ITS RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY CLAIM ALLEGED AGAINST PAYMENTECH, MEMBER, OR RELATED THIRD PARTIES;
- (b) MERCHANT IS GIVING UP ITS RIGHT TO HAVE A COURT RESOLVE ANY CLAIM ALLEGED AGAINST PAYMENTECH, MEMBER OR RELATED THIRD PARTIES; AND
- (c) MERCHANT IS GIVING UP ITS RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT OR ARBITRATION FILED AGAINST PAYMENTECH, MEMBER, OR RELATED THIRD PARTIES.

IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, MERCHANT AND PAYMENTECH MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR A JURY AND TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS). BUT, EXCEPT AS OTHERWISE PROVIDED ABOVE, THOSE RIGHTS, INCLUDING ANY RIGHT TO A JURY TRIAL, ARE WAIVED AND ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

Any claim, dispute, or controversy relating to acceptance of the American Express Payment Card or otherwise involving or relating to American Express ("Claim") by either Merchant, Paymentech or Member against the other, or against the officers, directors, employees, agents, parents, subsidiaries, affiliates, beneficiaries, agents, successors, or assigns of the other, arising from or relating in any way to these Program Terms or to the relationship formed between the parties as a result of these Program Terms, including Claims regarding the applicability of this arbitration clause or the validity of the entire Amendment, shall be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association ("AAA"). All Claims are subject to arbitration, no matter what theory they are based on. This includes Claims based on contract, tort (including intentional tort), fraud, agency, Merchant, Paymentech's or Member's negligence, statutory or regulatory provisions, or any other source of law. Claims and remedies sought as part of a class action, private attorney general, or other representative action are subject to arbitration on an individual (non-class, non-representative) basis only, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Merchant and Paymentech will agree on another arbitration forum if the AAA ceases operations. The arbitration will be conducted before a single arbitrator and will be limited solely to the Claim between Merchant and Paymentech and/or Member. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The prohibition against class action contained in this Section shall be non-severable from the remainder of this Section. If either party prevails in the arbitration of any Claim against the other, the non-prevailing party will reimburse the prevailing party for any fees it paid to the AAA in connection with the arbitration, as well as for any reasonable attorneys' fees incurred by the prevailing party in connection with such arbitration. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction. Rules and forms of the AAA may be obtained and Claims may be filed at any AAA office, www.adr.org, or 335 Madison Avenue, New York, NY 10017, telephone 1-800-778-7879. Any arbitration hearing at which Merchant appears will take place at a location within Dallas County, Dallas, Texas. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This arbitration agreement applies to all Claims now in existence or that may arise in the future. Nothing in these Program Terms shall be construed to prevent any party's use of (or advancement of any Claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure, or any other prejudgment or provisional remedy relating to any collateral, security, or other property interests for contractual debts now or hereafter owned by either party to the other.

3. CONVEYED TRANSACTIONS.

If Merchant accepted American Express Payment Cards through the American Express OptBlue Program and no longer can do so because Merchant became a High CV Merchant, or if Merchant is otherwise ineligible for the American Express OptBlue Program, then in order to accept American Express Payment Cards through Conveyed Transactions, Merchant must enter into a direct relationship with American Express by executing American Express's then current card acceptance agreement.

Addendum
American Express® Card Acceptance

1. **American Express Compliance.** Sponsored Merchant agrees to comply with all Applicable laws, rules and regulations, including the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement. The American Express Merchant Operating Guide may be viewed at:
www.americanexpress.com/merchantopguide.
2. **Processing Restrictions.** Sponsored Merchant is prohibited from processing Transactions or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party.
3. **Third Party Beneficiary Rights.**
 - a. Sponsored Merchant confers on American Express the third party beneficiary rights, but not obligations, to the Sponsored Merchant's Agreement and subsequent addendums (collectively the "Agreement") between Sponsored Merchant and Payment Service Provider and, as such, American Express has the express right to enforce the terms of the Agreement against the Sponsored Merchant.
 - a. Sponsored Merchant warrants that it does not hold third party beneficiary rights to any agreements between Payment Service Provider and American Express and at no time will attempt to enforce any such agreements against American Express.
4. **American Express Liability.** SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

Additional Company Application



Please print clearly.

If you make any corrections to your information in the Application, you **MUST** initial each change.

THIS SECTION IS FOR INTERNAL
USE ONLY

Application ID:

Submitted by:


ECID:

Model from Merch #:

Company #:

What is this form? A Customer (you, your) can use this form to apply to add a location to receive services from Paymentech, LLC and JPMorgan Chase Bank, N.A. ("us", "we", or "our").

How do you complete the form? Complete all 3 parts, then print and sign the final version. Keep a copy for your records.

 The Customer section verifies your identity, which is necessary to comply with our policies designed to prevent money laundering and the funding of terrorism. Federal law requires us to obtain, verify and record certain information that identifies each person who opens an account with us.

 The Ownership section identifies the type of ownership for your business.

 The Certification section confirms that the Authorized Representative(s) has read and agreed to this document.

Part 1: Customer

Complete all fields below

1.1 Company Information To help prevent the funding of terrorism and money laundering activities, Federal law and JPMC policies require us to obtain, verify, and record information that identifies each person who opens an account. In order to comply with these requirements, we will ask for your business name, physical address, and government identification number in order to verify your identity.

Legal Name of
Company to be
Amended to the
Agreement CITY OF KINGSPORT

Business Start / Date of
Incorporation
(MM/DD/YYYY)

Physical Address
(No PO Box or Paid
Mail Box) 415 BROAD STREET

City KINGSPORT

State TN

Zip Code 37660

Taxpayer ID / EIN 62-6000323

Registered Trade
Name (DBA)

Primary Contact
Name

Phone

Does the legal entity have any additional DBA names? ☐ No ☐ Yes → Complete DBA Addendum

Business Type

Ownership Type ☐ Public ☐ Private ☐ Not - For - Profit ☐ Subsidiary of Public Company

↳ Ticker Symbol

↳ Stock Exchange

☐ Other :

Entity Type: ☐ Individual / Sole Proprietor ☐ Corporation ☐ Partnership

☒ Government – Gov. Website URL <https://www.kingsporttn.gov>

☐ LLC – If LLC, Taxed As:

Business
Description
(Primary source of
revenue for legal
entity)

Do you permit or have you issued Bearer Shares? ☐ No ☐ Yes

State of Formation

Date of Formation

Trading Symbol

Fiscal Year End (MM/DD/YYYY)

Has Merchant Ever Filed For
Bankruptcy?

Select

If, Yes, What Chapter?

Filing Date

Emergence Date

Are the Financials of the Additional Company *Stand Alone* or
Consolidated?

Stand Alone

If, Consolidated, indicate name of the company the financials are
included in

If you make any corrections to your information in the Application, you MUST initial each change.

What is the relationship between the additional company and the company which entered the agreement?

Other Relationship

FLS Submerchant

Part 2: Ownership

Each owner signing authorizes JPMorgan Chase Bank N.A. And Paymentech, LLC as part of this investigation, to obtain and review Third Party Credit Bureau Reports on Such Owner. Ownership details must be provided for each Individual or Legal Entity Owner with a 10% or greater ownership interest.

2.1 Owner # 1

Name (Individual/Sole
Proprietor or Entity or
Parent Company)

SSN/EIN* or ☐ Non- US Person

Corporate Title

Other (specify)

Percent of Ownership

%

Is the Owner listed
above publicly traded?

☐ No

☐ Yes

Stock Exchange

Ticker Symbol

Street Address

(Individual/Sole Provider
use home address)
(No PO Box or Paid Mail
Box)

City

State

ZIP Code

Country of
Domicile

Date of
Birth

Phone

*For Non-US Persons: Social Security Number, Passport
Number and Country of Issuance (or other similar identification
number) may be substituted

Government Issued ID #

Type of ID (ex. Passport)

Country of Issuance

2.2 Owner # 2

Name (Individual/Sole
Proprietor or Entity or Parent
Company)

SSN/EIN* or ☐ Non- US Person

Corporate Title

Other (specify)

Percent of Ownership

%

Is the Owner listed above
publicly traded?

☐ No

☐ Yes

Stock Exchange

Ticker Symbol

Street Address

(Individual/Sole Provider use
home address)
(No PO Box or Paid Mail
Box)

City

State

ZIP Code

Country of
Domicile

Date of
Birth

Phone

*For Non-US Persons: Social Security Number, Passport
Number and Country of Issuance (or other similar
identification number) may be substituted

Government Issued ID #

Type of ID (ex. Passport)

Country of Issuance

If you make any corrections to your information in the Application, you MUST initial each change.

Do you have any additional Owners (not listed above) that have 10% or greater ownership, either directly or indirectly? (If an entity/parent company is listed in section 2 above that has 10% or greater ownership of the applicant, identify any owners (individuals and/or entities) of the entity/parent company that ultimately have 10% or greater ownership in the applicant on the additional owner/officer addendum (sales representative will provide)

☐ No

☐ Yes

↳ Owner/Officer Addendum required (Sales Representative will provide)

2.3 Controlling Officer (an individual with significant responsibility for managing the legal entity)

Name

SSN/EIN*

Date of Birth

What is this officer's role?

☐ Key Decision Maker (i.e. Senior Mgr.) ☐ Chief Executive Officer ☐ Chief Executive Officer

☐ Chief Operations Officer ☐ Chairman ☐ President ☐ Other (specify):

↳ Sections above require a Date of Birth and SSN/EIN* (or if you selected "Not – For -Profit" in section 1.2)

☐ Board of Directors

↳ Select one: ☐ Voting ☐ Non-voting

Street Address

(Provide home address)
(No PO Box or Paid Mail Box)

City

State

Country

ZIP Code

*For Non-US Persons: Social Security Number, Passport Number and Country of Issuance (or other similar identification number) may be substituted

Government Issued ID #

Type of ID (ex. Passport)

Country of Issuance

2.4 Authorized Representative

Name

Street

Address (if individual use home address)
(No PO Box or Paid Mail Box)

City

State

Country

ZIP Code

If you make any corrections to your information in the Application, you **MUST** initial each change.

Part 3: Certification

3.1 Authorized Administrator for Account Boarding

Authorized Administrator for purposes of account boarding and implementation means an owner, partner, officer, employee or other agent of the merchant that has been appointed by an executive of merchant and who is duly authorized to provide information and execute documentation on behalf of and related to merchant in order to facilitate the initial set up of merchant's account with Chase Paymentech. Per Chase Paymentech policy, authorized administrators are not permitted to modify the merchant's account with Chase Paymentech after completion of the initial set up of merchant's account. Such changes must be made, by an executive or financial contact, as applicable and as those roles are defined by merchant.

(Photocopy of signature below is valid for the release of information requested and will remain valid until the termination or expiration of the Merchant Agreement)

Merchant
Name
(Printed)

Merchant
Signature

Merchant Title
(Printed)

Date

Telephone
Number

Email Address

3.2 Certification

I, the undersigned, being an officer/principal of _____, represent and warrant that the statements made on this document are correct and factual. JPMorgan Chase Bank, N.A. ("Member") and Paymentech, LLC ("Paymentech" or "Chase Paymentech") are authorized to conduct any necessary investigation, including without limitation, authorization for bank to release standard banking information.

(Photocopy of signature below is valid for the release of information requested and will remain valid until the termination or expiration of the Merchant Agreement)

Merchant
Name
(Printed)

Merchant
Signature

Merchant Title
(Printed)

Date

If the signer has not already provided it above, a residential address is preferred if available (No PO Box or Paid Mailbox). If not available, business address is acceptable.

Street Address

City

State

Zip

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