

COUNTY OF BALDWIN

STATE OF ALABAMA

Credit Card Processing Contract

This agreement (the "Agreement") is entered into on the 7 day of May, 2014 (the "Effective Date") by and between Flat Rate Processing d/b/a GovtPortal with offices located at 875 Old Roswell Rd Suite A700 Roswell, Georgia 30004 ("GP"), the City of Foley, Alabama, an Alabama municipal corporation located in Baldwin County, Alabama ("Client")

WHEREAS, Client desires to engage GP to provide Credit Card Payment Processing Services for certain transactions in which Client is the merchant of record, and GP desires to provide such Credit Card Payment Processing Services; and

WHEREAS, Client is a municipality of the State of Alabama and, as such, is eligible to be qualified in certain programs offered to governmental entities which are not available to all types of merchants; and

NOW THEREFORE, for and in consideration of the foregoing, the mutual benefits and rights accruing to the parties under their various agreements and business activities, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Services. Client and GP each acknowledge and agree that the credit card payment processing services to be provided by GP hereunder include credit card payments through Visa, MasterCard, and DiscoverCard only. GP's credit card payment processing services shall be performed in compliance with all applicable

federal, state and local laws and regulations, and in compliance with this Agreement.

GP and Client hereby expressly agree as follows:

(a) to the extent allowed by law, rule, and applicable regulation, that up to a three and one-half percent (3.5%) additional charge will be charged to the Client's customers by GP for the convenience of paying with a credit or debit card that would not otherwise be charged to Client's customers if they paid with another form of payment (the "Convenience Fee");

(b) that GP is solely responsible for paying the discount fees, discount rates, interchange fees, and other charges, deductions, expenses and costs of completing and processing the credit or debit card transaction, including any fees or charges from a bank or card organization company, as well as paying for its own costs and expenses;

(c) that GP will be solely responsible for the processing of the credit and debit card transactions of Client and will be solely responsible for compliance with the bank and card issuing organization's rules and regulations in connection therewith and in connection with the Convenience Fee;

(d) that Client will receive 100% of its base charges paid for with credit and debit cards, and any applicable discounts, discount rates, interchange fees, or other costs, fees, or expenses of the Card Organization will be paid in full by GP.

2. Funding. GP's payment to Client shall be made by electronic transfer (ACH) within 48 hours of the transaction.
3. Non-Exclusive. GP understands and agrees that Client may enter into an agreement with any other or different person or entity for credit card payment processing

services at any time, including during the term of this Agreement, or Client may enter into its own merchant agreement with card organizations or banks.

4. Term. This agreement is not for any set or minimum term or period of time. Client and GP each have the right to terminate performance under this Agreement at any time upon seven (7) days advance notice. Further, Client is under no obligation and has reserved the right to discontinue acceptance of credit card payments at any time. Following termination of this Agreement, GP agrees to continue to provide settlement services to Client for all transactions received by GP prior to the effective date of termination. GP agrees to continue to furnish to Client information on all transactions submitted to GP prior to the effective date of termination.
5. Reports. GP will provide Client with a daily report with respect to transactions processed by GP which will include information related to each transaction, settlement request, exceptions, rejected transactions, chargebacks, retrieval requests or chargeback reversals that occurred during the prior business day showing the Customer ID, Order ID, and pertinent information for each transaction.
6. Fees. In consideration for the services provided by GP hereunder and GP's performance of its other duties hereunder, GP's sole and exclusive compensation shall be to retain whatever portion, if any, of the 3.5% Convenience Fee that GP charges Client's customers that is not due and payable by GP to a bank or to any other financial institution, credit card organization, or issuer. GP and Client agree that no portion of Client's charges is to be retained by GP, and Client is to receive 100% of all of its charges. Further, and without limiting the foregoing, Client has no

obligation to reimburse GP for dues, interchange fees, discounts, discount rates, taxes, expenses, costs or assessments.

7. Information. GP can use information it receives or generates from Client, Client's customers, or from any other sources only for the sole purpose of performing its obligations under this Agreement. Without limiting the foregoing, GP will not disclose any information it receives from Client or from Client's customers to anyone except for the explicit purpose of authorizing, completing and settling credit card transactions and resolving any chargebacks or retrieval requests or similar issues involving transactions. GP will use proper controls and limit access to Client-sourced information only to relevant service and support staff. Without limiting the foregoing, GP is expressly prohibited from selling, sharing, or making available any of Client's customers' names, addresses, or buying history with anyone.
8. Entire Understanding; Third-Party Beneficiaries. This Agreement constitutes the entire agreement among the parties with respect to the transactions contemplated hereby and supersedes all prior agreements, written or oral, among the parties with respect to the subject matter of this Agreement.
9. Assignment. Neither this Agreement nor any of the rights, interests or obligations under it may be assigned by any of the parties (whether by operation of law or otherwise) without the prior written consent of the other parties; provided, however, (i) either party may assign its rights and obligations hereunder to an Affiliate without obtaining the prior consent of the other party if the assigning party, in a manner reasonably acceptable to the other party, guarantees the performance of its Affiliate's obligations hereunder, (ii) no prior consent of either party shall be required in

connection with an assignment affected by merger, consolidation or otherwise by operation of law, and (iii) no prior consent of either party shall be necessary in connection with an assignment where the assigning party is involved in a transaction in which it is transferring all or substantially all of its assets (or of the assets of the business unit to which this Agreement primarily relates, together with the related liabilities) to another Person. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. Any purported assignment in violation of this Section will be void.

10. Force Majeure. The performance of this Agreement by a party shall be excused during any delay, and such a party shall not be liable for any non-performance of this Agreement, caused by acts of God, war, internet or electrical power disruptions, acts or omissions of the other party, acts or omissions of any third party or other acts or events of force majeure under Applicable Law.

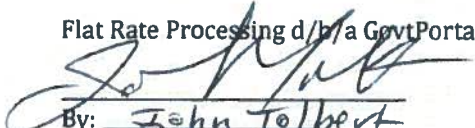
11. Severability. If any of the provisions of this Agreement is found by a Governmental Authority of competent jurisdiction to be in violation of Applicable Law or unenforceable for any reason, then it is the intention of the parties that (a) the provisions be deemed to be automatically amended to the extent necessary to comply with Applicable Law and permit enforcement and (b) the finding not affect the finding effect of the other provisions of this Agreement; unless the amendment or the finding (after giving effect to any permitted amendment) materially impairs the economic benefit to be derived by a party from the transactions contemplated by this Agreement, taken as a whole.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties indicate their assent to the foregoing terms by signing below, to be effective as of the Effective Date set forth above.

City of Foley,
An Alabama municipal corporation

John Koniar, Mayor

Flat Rate Processing d/b/a GovtPortal


By: John Tolbert
Its: Partner

Govt Portal

New Age In Government Interaction

Congratulations on your selection of our Govt Portal platform! Please read the following, fill in the blanks, and fax or email this information back to the number provided for prompt and efficient implementation of the most technologically advanced online filing protocols available in the nation for credit card payment for government services...at absolutely no cost to the county or your office, with the highest security in the industry and with no recourse for losses. We are all committed to making this a positive consumer experience for the users of the system, as well as for department personnel and expect to generate substantial efficiencies for your office as well as that of your customers. As with every Govt Portal solution, there is no cost and no obligation, the service can be canceled at any time, but we would appreciate thirty days notice.

1. NAME AND CONTACT INFORMATION:

Web address (if any) _____

Contact name: _____

Contact phone: _____

Contact email: _____

Primary traffic court information phone number: _____

2. BANKING INFORMATION: (for deposit only)

Bank name: _____

Bank address: _____

Bank contact or reference: _____

Please initial below:

_____ I understand that my bank will receive a microdeposit (under \$1) as a test transaction and that exact amount MUST be reported back to Govt Portal. (Please do not return the funds)

_____ I have attached a voided check for deposits of transaction funds.

_____ The address information for the court is correctly listed above. If not please correct.

3. IT CONTACT INFORMATION

IT Contact name: _____

IT Contact phone: _____

IT Contact email: _____

Date: _____

Signed: _____

GOVT PORTAL INC/ by Govt Portal

Please scan and email to Info@GovtPortal.com or fax to 1.770.804.2001