

## SECOND AMENDATORY AGREEMENT

**THIS SECOND AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **PAYMENTECH LLC**, whose address is 8181 Communications Parkway Plano, TX 75024 ("Paymentech") and **JPMORGAN CHASE BANK, N.A.**, a national banking association ("Member"),

### WITNESSETH:

**WHEREAS**, the City, Member, and Paymentech previously entered into an Agreement dated April 22, 2015 as amended by Amendatory Agreement dated March 13, 2018 (collectively, the "Agreement") relating to processing of City credit card transactions through Member; and

**WHEREAS**, the City has determined to extend the Agreement; and

**WHEREAS**, Paymentech has requested modification of pricing shown on Exhibit A-2;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. The additional Scope of Work is set forth in the Scope of Work which is attached hereto and incorporated herein as **Exhibit A-2** and all references to "**Exhibit A and Exhibit A-1**" are from the date of this Agreement forward are hereby amended to read "**Exhibits A, A-1 and A-2** as applicable". Price changes in Exhibit A-2 will be effective within a reasonable period of time (but in no event later than 60 days) after the final execution of this Second Amendatory Agreement. Notwithstanding the foregoing, any fees in the new Global and NAP Schedule A related to any Add-On Product(s) and Service(s) shall be effective on the date after execution of this Second Amendatory Agreement that Merchant requests such Add-On Product(s) and Service(s) to be applied; provided, however, if Merchant submits Transaction(s) that requires any Add-On Product(s) and Service(s) to be applied (determined in the reasonable discretion of CMS) prior to making such a request (but after execution of this Second Amendatory Agreement), then Merchant hereby acknowledges and agrees that the fee(s) in the new Global and NAP Schedule A for such Add-On Product(s) and Service(s) shall be applied to such Transaction(s).

For the avoidance of doubt, Add-On Product(s) and Service(s) shall only include the following: ChaseNet (subject to price adjustment at the time of application and to additional

terms and conditions); ChasePay (subject to additional terms and conditions); Voyager, Wright Express (WEX); Multi-currency Conversion (MCP); CyberSource Gateway Account (Ecommerce Authorization Transpor); Fraud (Fraud Reject) Advice Reporting; Safetech Fraud Tools; Safetech Page Encryption; Touchtone Capture (Voice Authorization); and Orbital - Hosted Pay Solutions.

2. Subparagraph 10.1(c) of the Agreement, entitled “Optional Renewal Terms,” is amended to read as follows:

(c) **Optional Renewal Terms.** The City shall have the unilateral option to renew the Agreement after the expiration of the final Annual Renewal Term for up to five (5) additional one-year terms upon notice from the Manager confirming the exercise of such optional renewal and confirming appropriation of sufficient amounts for the subsequent year has been made by City Council, subject to Section 10.e., below. The first Optional Annual Renewal Term shall be from January 1, 2018 to December 31, 2018; the second Optional Annual Renewal Term shall be from January 1, 2019 to December 31, 2019; the third Optional Annual Renewal Term shall be from January 1, 2020 to December 31, 2020; the fourth Optional Annual Renewal Term shall be from January 1, 2021 to December 31, 2021 and, after December 31, 2021, if this Agreement has not been terminated by either party prior to December 31, 2021, the fifth Optional Annual Renewal Term shall be from January 1, 2022 to December 31, 2022 and, after December 31, 2022, if this Agreement has not been terminated by either party prior to December 31, 2022 this Agreement shall be continued on a month to month basis thereafter for up to, but not to exceed, 12 months (each a “Monthly Renewal Term”). Each Annual Renewal Term, Optional Annual Renewal Term, or Monthly Renewal Term shall be referred to herein as a “Renewal Term”.

3. Paragraph 18 of the Agreement, entitled “Compensation and Payment,” is amended to read as follows:

18. **COMPENSATION AND PAYMENT.**

(a) **Fee:** Paymentech’s compensation for its services rendered and costs incurred under this Agreement from the City, if all Renewal Terms are effected, during the Term shall not exceed Eighty Million Dollars (\$80,000,000.00) and, unless otherwise agreed to in writing by the parties. Fee amounts billed may not exceed the rates set forth in **Exhibits A, A-1and A-2** as applicable.

(b) **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation, if all Renewal Terms are effected under the Term shall not exceed Eighty Million Dollars (\$80,000,000.00) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by

Paymentech beyond that specifically described herein. Any services performed beyond those set forth therein are performed at Paymentech's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the City's Revised Municipal Code or specified in the Agreement.

(3) At any time during the Term, Paymentech may request an amendment to this Agreement to modify the Maximum Contract Amount.

4. Subparagraph (D) of Paragraph 10.1 of Select Government Merchant Payment Card Processing Agreement, entitled "Termination," is amended to read as follows:

D. **Termination.** The City has the right to terminate the Agreement with cause upon written notice to Paymentech effective immediately and without cause upon 30 days notice to Paymentech. Paymentech has the right to terminate the Agreement with or without cause upon ninety (90) days prior written notice to the City. Notwithstanding the foregoing, the City may terminate the Agreement if Paymentech or any of its officers or employees after the date of the Amending Agreement are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Paymentech's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice. The Member has affirmatively disclosed that it has entered into publicly available consent orders with its banking regulators and deferred prosecution agreements.

5. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

*Remainder of page left intentionally blank.*

**Contract Control Number:** FINAN-202055923-02/FINAN 201520122-02  
**Contractor Name:** PAYMENTECH LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

FINAN-202055923-02/FINAN 201520122-02  
PAYMENTECH LLC

By:  \_\_\_\_\_  
DocuSigned by:  
Vincent Walker  
CB49C74860A34EC...

vincent walker  
Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**EXHIBIT A-2**  
(exhibit follows)



## Schedule A - PIN Debit

### PIN Debit Assumptions

#### Transaction - Related Assumptions

Annual PIN Debit Transactions	456	Avg PIN Debit Transaction Amount	\$43.78
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### 1. Debit Processing Fees (transactions typical for every payment made via PIN Debit)

#### Authorization & Settlement Fees

PIN Debit Online Authorization	No Charge
PIN Debit Settled Transaction	\$.04

### 2. Per Incidence Fees – charged every time your account incurs one of the below items

#### Per Incidence Fees – Miscellaneous Transaction Related

PIN Debit Authorization Reversal	No Charge
PIN Debit Adjustment Fee	\$5.00
PIN Debit Re-presentation Fee	\$5.00
PIN Debit Reject Fee	No Charge
PIN Debit Point of Sale Terminal Item Authorized	No Charge
PIN Debit Point of Sale Terminal Item Authorized Wireless	No Charge
PIN Debit Point of Sale Terminal Item Authorized TCP/IP	No Charge
PIN Debit Point of Sale Terminal Item Authorized Special/Misc.	No Charge
PIN Debit Point of Sale Terminal Item Authorized Frame Relay	No Charge
PIN Debit Point of Sale Terminal Item Authorized Lease Line	No Charge
PIN Debit Point of Sale Terminal Item Authorized Netconnect TCP/IP	No Charge
PIN Debit Point of Sale Terminal Item Deposited	\$.04
Point of Sale Terminal Reject Transaction	\$.04

### 3. One Time or Periodic Fees

#### One Time Fees

Not Applicable	
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### 4. Network Processing Fees – (Applied to every transaction) – All Network fees/Interchange are subject to change from time to time as mandated by the Debit Networks. These rates and fees are “Passed-Through” at cost.

#### Debit Network Interchange Fees

PIN Debit Network Fees / Interchange	Pass-Through
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The parties agree that this Schedule A - PIN Debit is hereby added to the Agreement as of the last date indicated below.

*[Signature page to follow]*









# Schedule A to Merchant Agreement

## Assumptions

### Transaction - Related Assumptions

Annual Payment Transaction Volume	178,336	Average Transaction Amount	\$43.78
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## 1. Processing Fees - *(Fees applied to every transaction)*

### Transaction Fees & Authorization Fees

Visa Settled Transactions	No Charge
MasterCard Settled Transactions	No Charge
American Express Conveyed Transactions	No Charge
Diners Settled Transactions	No Charge
Discover Settled Transactions	No Charge
JCB Settled Transactions	No Charge
Voyager Settled Transactions	No Charge
WEX Conveyed Transactions	No Charge

Visa Authorizations	\$0.04
MasterCard Authorizations	\$0.04
American Express Authorizations	\$0.04
Diners Authorizations	\$0.04
Discover Settled Authorizations	\$0.04
JCB Authorizations	\$0.04
Voyager Settled Authorizations	\$0.04
WEX Conveyed Authorizations	\$0.04

### ChaseNet Transaction Fees

Chase Credit Merchant Discount Rate & Transaction Fee (based on Sales minus Returns)	2.010% + \$0.1520
Chase Signature Debit Merchant Discount Rate & Transaction Fee (based on total Sales)	0.180% + \$0.2810

### Transaction Fees - Pin Debit

Chase PIN Debit Merchant Discount Rate (based on total Sales)	.05% + \$0.280
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### Chase Pay Transaction Fees

Chase Pay Credit Merchant Discount Rate & Transaction Fee (based on Sales minus Returns)	2.010% + \$0.1520
Chase Pay Signature Debit Merchant Discount Rate & Transaction Fee (based on total Sales)	0.180% + \$0.2810

## 2. Per Incidence Fees – *charged every time your account incurs one of the below items*

### Per Incidence Fees – Authorization & Voice Authorization Related

Visa Auth Reversal - Visa authorization reversal misuse prevention	\$0.04
MC Auth Reversal - MasterCard authorization reversal misuse prevention	\$0.04
Audio Response Unit Authorization – Charged when voice auth is handled by automated system	\$0.50
Voice Authorization - Charged when you call the Voice Auth phone number to authorize a credit card	\$0.55
Voice AVS Request - Charged to speak to voice operator for each Voice Address Verification request	\$0.55

*Internal Paymentech Use Only:*

Paymentech Contract No.: 056295

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Rev 07/19

Date: May 27, 2020

**Schedule A to Merchant Agreement****Merchant Name: City & County of Denver**

Per Incidence Fees – Authorization & Voice Authorization Related	
Voice Authorization Reversal - Charged for each voice authorization reversal	\$0.55
Voice AVS Authorization - Charged per each voice Address Verification Service authorization	\$0.55
Voice Operator Assist - Charged for each voice operator assistance	\$1.75

Per Incidence Fees – Chargeback Related	
Visa or MasterCard Chargeback/Dispute Fee	\$5.00
Visa or MasterCard Re-presentment Dispute Response Fee	\$5.00
Diners Settled Chargeback/Dispute Fee	\$5.00
Diners Settled Re-presentment Dispute Response Fee	\$5.00
Discover Settled Chargeback/Dispute Fee	\$5.00
Discover Settled Re-presentment Dispute Response Fee	\$5.00
JCB Chargeback/Dispute Fee	\$5.00
JCB Chargeback Re-presentment Dispute Response Fee	\$5.00
Visa or MasterCard Pre-Arbitration & Compliance Dispute Denied	\$5.00
Diners Pre-Arbitration & Compliance Dispute Denied	\$5.00
Discover Pre-Arbitration & Compliance Dispute Denied	\$5.00
JCB Pre-Arbitration & Compliance Dispute Denied	\$5.00
Visa or MasterCard Collection Letter	\$5.00
Diners Collection Letter	\$5.00
Discover Collection Letter	\$5.00
JCB Collection Letter	\$5.00

Per Incidence Fees – Funding Related	
ACH Transfer Fee - Charged for each ACH (transmission of funds) sent to your account	No Charge
Wire Transfer Fee - Per each funding via wire transfer	\$10.00

Per Incidence Fees – Miscellaneous Transaction Related	
Rejected Transaction	\$0.04
Paymentech Gateway Transaction	No Charge
Hosted Pay Page Transaction	\$0.04
NetConnect Transaction	\$0.04
Purchasing Card Level III Transaction	No Charge
Point of Sale Terminal Item Authorized	\$0.04
Point of Sale Terminal Item Authorized Wireless	\$0.04
Point of Sale Terminal Item Authorized TCP/IP	\$0.04
Point of Sale Terminal Item Authorized Special/Misc.	\$0.04
Point of Sale Terminal Item Authorized Frame Relay	\$0.04
Point of Sale Terminal Item Authorized Lease Line	\$0.04
Point of Sale Terminal Item Authorized Netconnect TCP/IP	\$0.04
Point of Sale Terminal Item Deposited	No Charge
Point of Sale Terminal Reject Transaction	\$0.04
E-Commerce Authorization Transport Fee	\$0.04
E-Commerce Deposit	No Charge
Safetech Encryption Item (Verifone)	\$0.0125
Safetech Encryption Item (Ingenico)	\$0.0125
Safetech Encryption Item (Magtek)	\$0.0125
Safetech Page Encryption Item	\$0.0225

**Schedule A to Merchant Agreement****Merchant Name: City & County of Denver**

Per Incidence Fees – Miscellaneous Transaction Related	
Safetech Tokenization Item	\$0.0050
Fraud Reject Card No. Transaction	\$5.5000
Fraud Reject Country Transaction	\$6.5000

If Merchant obtains point of sale device(s) from Paymentech or a third party for use with Safetech Encryption and Paymentech or the third party provides the encryption services, additional fees shall be assessed: (a) a one-time device fee of \$10.90 per device; and (b) an encryption injection fee of \$34.95 per device per occurrence. These assessments are in addition to the above Safetech Encryption Fee(s).

If Merchant obtains point of sale device(s) from Verifone directly and Verifone provides the Safetech Verifone Point Enterprise Solution encryption injection to the devices, then the above one time device fee(s) and injection fee(s) will not apply. Merchant acknowledges and understands that its use of any fraud mitigation or security enforcement solution (e.g. an encryption product or service), whether provided to merchant by Paymentech, Verifone or a third party, in no way limits Merchant's obligation to comply with the Security Standards or Merchant's liabilities set forth in the Agreement.

Merchant obtains point of sale device(s) for use with Safetech Encryption, the following additional fee shall be assessed: (a) a one-time device fee of \$10.00 per Ingenico device; and (b) an encryption injection fee of \$34.95 per device per occurrence. These assessments are in addition to the above Safetech Encryption Fee(s). If Merchant obtains point of sale device(s) from a third party, additional fees may apply. Merchant acknowledges and understands that its use of any fraud mitigation or security enforcement solution (e.g. an encryption product or service), whether provided to merchant by Paymentech ("Chase") or a third party, in no way limits Merchant's obligation to comply with the Security Standards or Merchant's liabilities set forth in the Agreement.

**3. One Time and Periodic Fees**

One Time Fees	
Paymentech Gateway Setup Fee	No Charge
Point of Sale Terminal Set Up Fee (per terminal)	\$10.90
Monthly Fees	
Monthly Maintenance Fee	No Charge
Monthly Paymentech Gateway Fee (per division)	No Charge
NetConnect Monthly Fee	No Charge
E-Commerce Monthly Minimum (if applicable) (CyberSource)	No Charge

**4. Other Fees**

Per Incidence Fees – Statement & Supply Related	
Monthly Fax/Mail Reporting Fee - Charged each month Paymentech faxes or mails statements (whether at the request of Merchant or because delivery to a valid email address has failed)	No Charge
Postage, Supplies, Equipment & Other Services – service fees will be charged at the time of order	Current Market

**5. Payment Brand Fees<sup>1</sup> – Assessed on each transaction.** *The Payment Brands assess fees on each transaction processed through their network(s). These fees, generically referred to herein as Payment Brand Fees, consist of interchange fees, assessments, data usage fees, and access fees.*

Payment Brand Fees - Interchange Fees. <i>Paymentech will "pass through" to merchant an amount equal to the applicable interchange rate established by the Payment Brands.</i>	
Visa	Pass-Through
MasterCard	Pass-Through
Diners	Pass-Through
Discover Settled	Pass-Through
JCB	Pass-Through
Voyager (Settled)	2.95%

Payment Brand Fees – Assessments. <i>Paymentech will "Pass through" to merchant an amount equal to the applicable assessment rate established by the Payment Brands. For your convenience, the current assessment rates are set forth below.</i>	
Visa Assessments - Debit Transactions	0.13%

*Internal Paymentech Use Only:*

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Date: May 27, 2020

**Schedule A to Merchant Agreement****Merchant Name: City & County of Denver**

Payment Brand Fees – Assessments. <i>Paymentech will “Pass through” to merchant an amount equal to the applicable assessment rate established by the Payment Brands. For your convenience, the current assessment rates are set forth below.</i>	
Visa Assessments – Credit Transactions	0.14%
MasterCard Assessments (Credit transactions <\$1,000.00 and all Debit transactions)	0.13%
MasterCard Assessments (Credit transactions >\$1,000.00)	0.14%
Discover, Diners, & JCB Assessments	0.13%

Payment Brand Fees - Data Usage Fees	Credit	Debit
Visa Domestic Sales Auth (APF) (Charged per Authorization & per Refund)	\$0.0195	\$0.0155
Visa Intl Sales Auth (APF) (Charged per Authorization & per Refund)	\$0.0395	\$0.0355
MasterCard Network Access and Brand Usage (NABU) Fee (Charged per Authorization and per Refund)	\$0.0195	\$0.0195
Discover, Diners, & JCB Card Data Usage Fee	\$0.0195	\$0.0195
Visa Financial Transaction Fee	\$0.0018	
VI Reporting & Data Transfer	\$0.0002	
MC Reporting & Infrastructure	\$0.0003	
MasterCard File Transmission Fee per transaction <sup>3</sup>	\$0.0014	

Payment Brand Fees – Access Fees. <i>Paymentech will “Pass through” to merchant an amount equal to the applicable access fee/rate established by the Payment Brands. For your convenience, the current access fees/rates are set forth below.</i>		
MC Acquiring License Fee <sup>2</sup>	Charged on MasterCard Gross Sales volume. See Additional information under Payment Brand Fees below.	.004%
MC Digital Enablement/Card Not Present Fee	Charged on MasterCard Card Not Present Gross Sales volume.	.010%
MC Humanitarian Program Fee	Applies to transactions qualifying at the MasterCard Humanitarian card interchange category. When this fee applies, other MC Payment Brand fees will be waived.	.25%
Discover, Diners, or JCB Network Authorization Fee	Charged by Discover on all authorizations for card transactions that are settled through the Discover Network	\$0.0025
MC Auth Access Fee – AVS Card Present	Charged by MasterCard when a merchant uses the address verification service to validate a cardholder address	\$0.01
MC Auth Access Fee – AVS Card not present		\$0.01
MC Auth Access Fee	Charged by MasterCard when an authorization is reversed or the authorization is provided by MasterCard if the card issuer is not available.	\$0.005
MC Card Validation Code 2 Fee	Charged by MasterCard when a merchant submits the Card Validation Code 2 (CVC2) in an authorization request	\$0.0025
MC SecureCode Transaction Fee	Charged on MasterCard SecureCode transactions that are sent for verification	\$0.03
MC Account Status Fee - Intra-regional	Charged by MasterCard or Visa when a merchant uses this service to do an inquiry that a card number is valid	\$0.025
MC Account Status Fee - Inter-regional		\$0.03
Visa Zero \$ Acct Verification Fee		\$0.025
MC Processing Integrity Fee	Charged when a card is authorized but not deposited and the authorization is not reversed in a timely manner. *the minimum fee amount for a Final Authorization is \$.04	
Pre Authorization		\$0.045
Final Authorization*		.250%
Visa Misuse of Authorization Fee		\$0.093
Visa Zero Floor Limit Fee	Charged when a transaction is deposited but never authorized	\$0.20
Visa Transaction Integrity Fee - Credit	Charged on Visa transactions that do not meet qualification standards for US Custom Payment Service (CPS) categories.	\$0.10
Visa Transaction Integrity Fee – Debit/Prepaid		\$0.10
MC Ineligible Chargeback Blocking Fee	Charged when a fraud related Chargeback is blocked by MasterCard.	\$3.00

*Internal Paymentech Use Only:*

Paymentech Contract No.: 056295

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Date: May 27, 2020

**Schedule A to Merchant Agreement****Merchant Name: City & County of Denver**

Payment Brand Fees – Access Fees. Paymentech will “Pass through” to merchant an amount equal to the applicable access fee/rate established by the Payment Brands. For your convenience, the current access fees/rates are set forth below.		
MasterCard Cross Border Assessment Fee	Charged by MasterCard, Visa, Discover, Diners and JCB on foreign bank issued cards	.60%
Visa International Service Assessment Fee		1.00%
Discover, Diners, & JCB International Service Fee		.80%
MC International Support Fee	Additional fee charged by Visa, MasterCard, Discover, Diners and JCB on foreign bank issued cards	.85%
Visa Interregional Acquiring Fee (IAF) (other MCC's)		.45%
Visa Interregional Acquiring Fee (IAF) (high risk MCC's)		.90%
Discover, Diners, & JCB International Processing Fee		.50%
Visa Partial Auth Non-Participation Fee	Applies to Petroleum merchants using automated fuel pumps that do not support Partial Authorization.	\$ .01
MC Global Wholesale Travel Transaction Program B2B Fee	Applies to Travel merchants for transactions qualifying at the MasterCard Commercial Business-to-Business interchange category.	1.57%
Visa Global B2B Virtual Payment Service Fee	Applies to Travel merchants for transactions qualifying at the Visa Global B2B Virtual Payments interchange category.	1.55%
MC Freight Program Fee	Applies to Freight transactions qualifying at the Freight Program interchange category.	0.50%

**6. Periodic Fees<sup>1</sup>**

Monthly Fees	
Visa Fixed Acquirer Network Fee - Visa Fixed Acquirer Network Fee is a monthly fee assessed by Visa per tax ID based on Merchant Category Code (MCC), dollar volume, number of merchant locations, and whether the physical Visa card is present or not present at the time of the transaction. This fee can vary monthly.	Pass-Through
MasterCard Merchant Location Fee – MasterCard Merchant Location Fee of \$1.25 will be applicable for each month with \$200.00 or more in MasterCard volume. This fee will be assessed quarterly based on the previous 3 months activity.	\$1.25

**1. Payment Brand Fees:**

A substantial amount of the fees that we charge for processing Transactions consists of charges that we must pay to the Payment Brands and card issuing banks (or that are otherwise charged to us by the Payment Brands and card issuing banks) under the Payment Brand Rules. These charges (collectively referred to in this Schedule A as “Payment Brand Fees”) include, but are not limited to, interchange, assessments, file transmission fees, processing fees, network access fees, and cross border fees. Whether a particular Payment Brand Fee applies is based on several factors, like the type of Payment Instrument presented, specific information contained within the Transaction, how and when the Transaction is processed, and the merchant’s domicile and industry.

Please note that Paymentech, LLC (“Chase”) may, from time to time, elect not to charge you for certain existing, new or increased Payment Brand Fees. If we elect not to charge you, we still reserve the right to begin charging you for existing, new or increased Payment Brand Fees at any time in the future, upon notice to you. No such Payment Brand Fees will be imposed retroactively.

Additional information about significant Payment Brand Fees (Interchange and Assessments), can be found at: <https://merchantservices.chase.com/support/managing-your-account/interchange-and-assessment-understanding>

- In some cases, it is not possible to allocate the associated expenses from the payment networks directly to transaction counts or volume, so Chase Merchant Services produces a rate that is based on the associated expense from the payment networks and applies that expense accordingly.
- MasterCard assesses a file transmission fee based on the number of bytes of data contained in a transmitted file. Because file size may vary from transaction to transaction, the parties acknowledge that it is not possible to accurately translate the byte based fee into a consistently accurate transaction-based fee.

In light of the foregoing, the parties have agreed that Merchant shall pay Paymentech (“Chase”) a fee in the amount stated above for each transaction submitted under this Agreement. Such fee shall be deemed to be the file transmission fee imposed by MasterCard on each transaction for all purposes of this Agreement, and Paymentech (“Chase”) may change the amount of such





J.P.Morgan

# Schedule A to Merchant Agreement

Merchant: **City and County of Denver**

NAPFINSCHEDAICPTCN-CP1F 202005

## Assumptions

Transaction related assumptions		Other assumptions	
Payment Transaction Sales Volume	\$336,296,457	Number of locations	250
Chase Sales Volume	\$157,312,666	Authorization / Capture %	101.1%
Average Transaction Amount	\$48.00	Chargebacks as % of Sales Transactions	0.0135%
Debit / EBT Transactions	650	Billing Frequency	Monthly
Conveyed Transactions	421,152		
Safetech Encrypted Items	5,000		
<b>Target Qualification Level:</b>	MasterCard: Merit III Visa: CPS Retail Discover: PSL Retail - Core		MM3 VPSC D164

## 1. Transaction Processing Fees

Chase Transaction Fees *	Discount Rate	Transaction Fee
Chase Debit Merchant Discount Rate (based on Total Sales) **	0.1800%	\$0.2810
Chase Credit Merchant Discount Rate (based on Sales minus Returns) **	2.0100%	\$0.1520
Chase PIN Debit Merchant Discount Rate (based on Total Sales)	0.0500%	\$0.2800
ChasePay Debit Merchant Discount Rate (based on Total Sales) **	0.1800%	\$0.2810
ChasePay Credit Merchant Discount Rate (based on Total Sales minus Returns) **	2.0100%	\$0.1520

\* Applicable only to "Chase Transactions" as defined in the Agreement (i.e. Transactions processed over ChaseNet, including ChasePay transactions).

\*\* In the event Merchant receives a Chargeback with respect to a Chase credit Transaction or Chase signature debit Transaction, Chase will rebate to Merchant the applicable Chase Transaction Fees set forth above (unless such Chargeback is reversed in Merchant's favor, in which case the applicable Chase Transaction Fees will be and remain payable by Merchant to Chase).

**Payment Brand Interchange & any incremental discount rate %** – MasterCard, Visa and Discover assess an Interchange Rate, Assessment Fee and Network Fee for each transaction. These rates and fees will be passed through at cost. Payment Brand interchange rates can be accessed by visiting the Support & Resources section of Chase Merchant Service's website, and selecting "Interchange".

MasterCard, Visa & Discover Interchange Rates	as set by each Payment Brand
MasterCard, Visa & Discover Incremental Discount Rate	N/A
PIN Debit, PINLess Debit, and/or EBT Network Fees	All standard Debit Network Fees will be assessed
Debit – Incremental Discount Rate	N/A
JCB (Japanese Credit Bureau)	Pass-thru of Interchange Fees
Voyager Discount Rate (if settled)	N/A
Wright Express (WEX) Discount Rate (if settled)	N/A

## Payment Brand Assessments

MasterCard	Credit transactions < \$1000 and all Debit transactions	0.130%
	Credit transactions > \$1000	0.140%
Visa	Debit transactions	0.130%
	Credit transactions	0.140%
Discover / JCB		0.130%

## Payment Brand Network Fees

	Credit	Debit
MasterCard Network Access & Brand Usage Fee (NABU) (Charged per Authorization & per Refund)	\$0.0195	\$0.0195
Visa Domestic Sales Auth (APF) (Charged per Authorization & per Refund)	\$0.0195	\$0.0155
Visa Intl Sales Auth (APF) (Charged per Authorization & per Refund)	\$0.0395	\$0.0355
Discover / JCB Data Usage Fee	\$0.0195	\$0.0195

## Payment Brand Fees

MC File Transmission Fee per transaction*	\$0.0014	VI Financial Transaction Fee	\$0.0018
MC Reporting & Infrastructure	\$0.0003	VI Reporting & Data Transfer	\$0.0002

\* MasterCard assesses a file transmission fee based on the number of bytes of data contained in a transmitted file. Because file size may vary from transaction to transaction, the parties acknowledge that it is not possible to accurately translate the byte based fee into a consistently accurate transaction-based fee.

In light of the foregoing, the parties have agreed that Merchant shall pay Chase a fee in the amount stated above for each transaction submitted under this Agreement. Such fee shall be deemed to be the file transmission fee imposed by MasterCard on each transaction for all purposes of this Agreement, and Chase may change the amount of such fee in accordance with the terms of this Agreement in the event MasterCard changes the amount or calculation of its file transmission fee.

<b>Customer initials</b>	x	Please initial to acknowledge pg. 1 of the Schedule A pricing sheet
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Transaction Fees	
MasterCard per transaction	N/A
Visa per transaction	N/A
Discover per transaction	N/A
JCB per transaction	N/A
American Express per transaction	N/A
PIN Debit per transaction	\$0.0400
PINLess Debit per transaction	N/A
EBT per transaction	\$0.0400
Check Verification – Scan per transaction	\$0.4800
Voyager per transaction	N/A
Wright Express per transaction	\$0.0400
Hosted Pay Page per transaction	\$0.0400

Authorization Fees	
MasterCard per authorization	\$0.0400
Visa per authorization	\$0.0400
Discover per authorization	\$0.0400
JCB per authorization	\$0.0400
American Express per authorization	\$0.0400
Voyager per authorization	\$0.0400
Wright Express per authorization	N/A
Private Label per authorization	N/A
Dial Backup authorization surcharge	N/A
Encryption & Tokenization Fees	
Safetech Encryption per transaction	\$0.01250
Safetech Tokenization per transaction	\$0.00500

## 2. One Time and Periodic Fees

One Time Fees		Monthly Fees		Annual Fees	
Account Setup Fee	N/A	Monthly Service Fee <sup>1</sup>	N/A	Annual Fee	N/A
Rush Fee	N/A	Monthly Minimum Fee <sup>2</sup>	\$25.00	<b>Payment Brand Fees</b>	
Terminal Reprogram Fee	N/A	Monthly Helpdesk Fee	N/A	Visa Fixed Acquirer Network Fee <sup>4</sup>	Varies
PIN Debit Setup Fee	N/A	Online Reporting Tool	N/A	MC Merchant Location Fee <sup>5</sup>	\$1.25
PIN Pad Encryption Fee	N/A	Safetech Encryption <sup>3</sup>	N/A		
<b>Internet Product: Orbital Gateway</b>					
Setup fee	N/A	Monthly fee	\$20.00		
Third Party Setup fee	N/A	Third Party Monthly fee	N/A		

- 1 – Monthly service fees will be debited for the first time in the month after your account has been set up. These fees will be debited regardless of whether you are processing transactions through your account.
- 2 – We will apply the Monthly Minimum Fee only when the total amount of all processing fees (Sections 1, 3A, & 4) is less than \$25.00. If your processing fees do not reach \$25.00, we will charge the difference. For example, if processing fees total \$17.00 we would charge an additional \$8.00 to meet the \$25.00 minimum.
- 3 – If Merchant obtains point of sale device(s) from Chase for use with Safetech Encryption, the following additional fees shall be assessed: (a) a one-time fee of \$10.90 per Verifone device; (b) a one-time fee of \$10.00 per Ingenico device; and (c) an encryption injection fee of \$34.95 per device per occurrence. These assessments are in addition to the above Safetech Encryption Fee(s). If Merchant obtains point of sale device(s) from a third party, additional fees may apply. Merchant acknowledges and understands that its use of any fraud mitigation or security enforcement solution (e.g. an encryption product or service), whether provided to merchant by Chase or a third party, in no way limits Merchant's obligation to comply with the Security Standards or Merchant's liabilities set forth in this Agreement.
- 4 – Visa Fixed Acquirer Network Fee is a monthly fee assessed by Visa based on Merchant Category Code (MCC), dollar volume, number of merchant locations, number of Tax IDs, and whether the physical Visa card is present or not present at the time of the transaction. This fee can vary monthly.
- 5 – MasterCard Merchant Location Fee of \$1.25 will be applicable for each month with \$200.00 or more in MasterCard volume. This fee will be assessed quarterly based on the previous 3 months activity.

JPM Payments Platform			
JPM Payments Platform Transaction Fee	N/A	JPM Payments Platform Monthly Fee	N/A
JPM Payments Platform Setup Fee	N/A		

## 3. Per Incidence Fees

### 3A. Per Incidence Fees: Charged every time your account incurs one of the below items

Chargeback Fee	\$5.00	Charged when a cardholder or card-issuing bank formally protests a charge
Voice Authorization Fee	\$0.55	Charged when you call the Voice Authorization phone number to authorize a credit card
AVS Fee – Electronic	N/A	Charge for each electronic address verification authorization
Batch Settlement Fee	N/A	Charged for each batch of transaction(s) you submit for settlement
ACH fee	N/A	Charged for each ACH (transmission of funds) sent to your account
ACH Return Fee	\$25.00	Charged when Chase is unable to debit fees from your account

<b>Customer initials</b>	x	Please initial to acknowledge pg. 2 of the Schedule A pricing sheet
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<b>3B. Per Request Fees:</b> Charged every time you request one of the below items				
Statement Fee (Email / ROL)	N/A	No charge if statements are sent to a valid email address or accessed by Merchant through Resource Online, as elected by Merchant on the Application.		
Statement Fee (Mail)	\$0.00	Charged each month Chase mails a statement (whether at the request of Merchant or because delivery to a valid email address has failed)		
Statement Fee (Reprint)	N/A	Charged for each archived statement you request to have printed		
Supplies: Billed Per Order	N/A	Charges for supply orders vary based on the items ordered		
Dynamic Debit Surcharge Fee	N/A	Charged for each PIN Debit transaction routed with the Dynamic Routing product		
PIN Debit Injection Fee	\$40.00	Charged when merchant elects PIN Debit processing and applies to each device not purchased from Chase.		
Statement Type:	<b>Resource Online</b>	<b>Statement only</b>	Statement Frequency:	<b>Monthly</b>

<b>4. Payment Brand Fees – Per Incidence</b>				
MC Acquiring License Fee *	0.004%	Charged on MasterCard Gross Sales volume. See additional information under Payment Brand Charges section on page 4.		
MC Digital Enablement / Card Not Present Fee	0.010%	Charged on MasterCard Card Not Present Gross Sales volume.		
Discover / JCB Network Authorization Fee	\$0.0025	Charged by Discover on all authorizations for card transactions that are settled through the Discover Network		
MC Auth Access Fee – AVS Card Present	\$0.010	Charged by MasterCard when a merchant uses the address verification service to validate a cardholder address		
MC Auth Access Fee – AVS Card Not Present	\$0.010			
MC Auth Access Fee	\$0.005	Charged by MasterCard when an authorization is reversed or the authorization is provided by MasterCard if the card Issuer is not available.		
MC Card Validation Code 2 Fee	\$0.0025	Charged by MasterCard when a merchant submits the Card Validation Code 2 (CVC2) in an authorization request		
MC SecureCode Transaction Fee	\$0.030	Charged on MC SecureCode transactions that are sent for verification.		
MC Account Status Fee (Intra-regional)	\$0.025	Charged by MasterCard or Visa when a merchant uses this service to do an inquiry that a card number is valid		
MC Account Status Fee (Inter-regional)	\$0.03			
Visa Zero \$ Account Verification Fee	\$0.025			
MC Processing Integrity Fee Pre Authorization	\$0.045	Charged when a card is authorized but not deposited and the authorization is not reversed in a timely manner. * the minimum fee amount for a Final Authorization is \$0.04		
Final Authorization *	0.250%			
Visa Misuse of Authorization Fee	\$0.093			
Visa Zero Floor Limit Fee	\$0.20	Charged when a transaction is deposited but never authorized		
Visa Transaction Integrity Fee – Credit	\$0.10	Charged on Visa transactions that do not meet qualification criteria for US Custom Payment Service (CPS) categories.		
Visa Transaction Integrity Fee – Debit / Prepaid	\$0.10			
MC Ineligible Chargeback Blocking Fee	\$3.00	Charged when a fraud related Chargeback is blocked by MasterCard.		
MC Cross Border Assessment Fee	0.60%	Charged by MasterCard, Visa, Discover and JCB on foreign bank issued cards.		
Visa International Service Assessment Fee	1.00%			
Discover / JCB International Service Fee	0.80%			
MC International Support Fee	0.85%	Additional fee charged by MasterCard, Visa, Discover and JCB on foreign bank issued cards.		
Visa Interregional Acquiring Fee	0.45%			
Discover / JCB International Processing Fee	0.50%			
Visa Partial Auth Non-Participation Fee	\$0.01	Applies to Petroleum merchants using automated fuel pumps that do not support Partial Authorization		
MC Global Wholesale Travel Transaction Program B2B Fee	1.57%	Applies to Travel merchants for transactions qualifying at the MasterCard Commercial Business-to-Business interchange category.		
Visa Global B2B Virtual Payment Service Fee	1.55%	Applies to Travel merchants for transactions qualifying at the Visa Global B2B Virtual Payments interchange category.		
MC Humanitarian Program Fee	0.25%	Applies to transactions qualifying at the MasterCard Humanitarian Prepaid card interchange category. When this fee applies, other MC Payment Brand fees will be waived.		
MC Freight Program Fee	0.50%	Applies to Freight transactions qualifying at the Freight Program interchange category.		

<b>Customer initials</b>	<b>x</b>	Please initial to acknowledge pg. 3 of the Schedule A pricing sheet
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**5. Other Fees**

Fee Description	Amount	Fee Description	Amount
	N/A		

**Equipment Swap Fees**

Type	Description	Fee
Replacement Fee (swap)	In Warranty - Terminals, Printers, & Pinpads <sup>1</sup>	\$50.00
Replacement Fee (swap)	Out of Warranty - Terminals, Printers, & Pinpads: Replacement (swap) fees vary based on Manufacturer and Model and will fall within the specified range to the right	\$100 - \$250
Injection Fee (swap)	Safetech Encryption Injection	\$34.95
Late Fee	For all equipment returned late, or not returned	\$500.00

1) Equipment: In Warranty timeframe

1 Year – applies only to new equipment purchased from Chase

**Amount payable upon Termination**

In addition to the other amounts due under this Agreement (including without limitation, the fees and charges described in this Schedule A), you may owe an amount in the event you terminate this Agreement.

**Payment Brand Charges**

Part of the fees that we charge you for processing your transactions consist of fees we pay to the Payment Brands. These charges, called "Payment Brand Charges", include, but are not limited to, interchange rates, assessments, file transmission fees, access fees, and international and cross border fees. Therefore, in addition to the rates set forth above, you also will be charged Payment Brand Charges. Payment Brand interchange rates can be accessed online by visiting the Learning & Resources section of Chase Merchant Service's website, and selecting "Understanding Interchange".

Please note that Paymentech, LLC ("Chase") may, from time to time, elect not to charge you for certain existing, new or increased Payment Brand Charges. If we elect not to charge you, we still reserve the right to begin charging you for existing, new or increased Payment Brand Charges at any time in the future, upon notice to you. No such Payment Brand Charges will be imposed retroactively.

\* MasterCard assesses the MasterCard Acquiring License Fee annually to each Acquirer based on the total annual volume of MasterCard-branded sales (excluding Maestro PIN debit volume) of its U.S. domiciled merchants. To fairly distribute the fee across all Chase MasterCard-accepting merchants, a rate of 0.004% will be applied to all of your MasterCard gross sales transactions.

**6. Authorized Signature**

Authorized Representative Signature: Must appear on Merchant Application

_____	_____
<b>Print Name</b>	<b>Title</b>
<b>X</b> _____	_____
<b>Signature</b>	<b>Date</b>

Please ensure you have initialed pages 1, 2 and 3