



SUBMITTER MERCHANT
PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES
 (For use by Paymentus' U.S.-based clients)

Paymentech, LLC ("Paymentech" or "we", us" or "our" and the like) is very excited about the opportunity to join **Paymentus Corporation** ("Paymentus") in providing you with state-of-the-art payment processing services. When your customers pay you through Paymentus, you may be the recipient of a credit card or debit card ("Card") funded payment. The organizations that operate these credit card and debit card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated (collectively, the "Associations")) require that you (i) enter into a direct contractual relationship with an entity that is a member of the Associations and (ii) agree to comply with Association rules as they pertain to applicable credit and debit card payments you receive through Paymentus.

By executing this document, you are fulfilling the Association rules requiring you to enter into a direct contractual relationship with a member, and you are agreeing to comply with Association rules as they pertain to payments you receive through the Paymentus service. We understand and acknowledge that you have contracted with Paymentus to obtain credit card and debit card processing services on your behalf and that Paymentus may have agreed to be responsible to you for your obligations to us set forth in this agreement.

The following information is designed to inform and assist you as we begin our relationship.

Your Acceptance of Cards

- You agree to comply with all Association rules, as may be applicable to you and in effect from time. You understand that we may be required to modify these instructions and guidelines in order to comply with requirements imposed by the Associations.
- In offering payment options to your customers, you may elect any one of the following options: (1) Accept all types of Visa and MasterCard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards; (2) Accept only Visa and MasterCard credit cards and commercial cards (If you select this option, you must accept all consumer credit cards (but not consumer debit/check cards) and all commercial card products, including business debit/check cards); or (3) Accept only Visa and MasterCard consumer debit/check cards (If you select this option, you must accept all consumer debit/check card products (but not business debit/check cards) and refuse to accept any kind of credit cards). The acceptance options above apply only to domestic transactions.
- If you choose to limit the types of Visa and MasterCard cards you accept, you must display appropriate signage to indicate acceptance of the limited acceptance category you have selected (that is, accept only debit/check card products or only credit and commercial products).
- For recurring transactions, you must obtain a written request or similar authentication from your customer for the goods and/or services to be charged to the customer's account, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

Settlement

- Upon our receipt of your Sales Data for Card transactions, we will process your Sales Data to facilitate the funds transfer between the various Associations and you for Card sales. After we receive credit for such Sales Data, we will provide provisional credit to you as you designate in the Funding Schedule. Settlement to you will be net of any returns or refunds and, at our option, may be net of any chargebacks relating to your transactions.
- You must not submit transactions for payment until the goods are delivered, shipped, or the services are performed.

Chargebacks

- You may receive a chargeback for a number of reasons. The following are some of the most common reasons for chargebacks: (1) You do not issue a refund to a customer upon the return or non-delivery of goods or services; (2) An authorization/approval code was required and not obtained; (3) The transaction was fraudulent; (4) The customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or (5) The customer refuses to make payment for a Card sale because in the customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner. You are ultimately responsible for all chargebacks relating to your transactions. Similarly, you agree to be responsible for any fines, fees or penalties that may be assessed by the Associations as a result of your failure to comply with any Association Rules. The amount of any such chargebacks, fines, fees or penalties may be either be collected from you by Paymentus or by Paymentech, and may, at our option, be offset against the proceeds of your Card sales prior to the payment of such funds to you.

Data Security and Privacy

- You represent to us that you do not have access to Card information (such as the cardholder's account number, expiration date, and CVV2) and you will not request access to such Card information from Paymentus. In the event that you receive such Card information in connection with the processing services provided under this agreement, you agree that you will not use it for any fraudulent purpose or in violation of any Association rules or applicable law. If at any time you believe that Card information has been compromised, you must notify us promptly and assist in providing notification to the proper parties. You must ensure your compliance with all security standards and guidelines that are applicable to you and published from time to time by Visa, MasterCard or any other Association, including, without limitation, the Payment Card Industry Data Security Standards ("PCI"), the Visa U.S.A. Cardholder Information Security Program, the MasterCard Site Data Protection, and (where applicable), the VISA Payment Application Best Practices (collectively, the "Security Guidelines"). If any Association requires an audit of you due to a data security compromise event or suspected event or a failure to comply with the Security Guidelines, you agree to cooperate with such audit. You may not use any Card information other than for the sole purpose of completing the transaction authorized by the customer for which the information was provided to you, or as specifically allowed by Association Rules, or required by law.

Please acknowledge your receipt of these instructions and guidelines and your agreement to comply therewith.

Fort Bend County
Name of Entity

Address

City, State Zip

By: 

Printed Name: Robert Hebert

Title: County Judge

Date: 2-22-2011

Paymentus Corporation

By: 

Print Name: DUSHYANT SHARMA

Title: CEO

Date: FEB 15, 2011

Address: _____

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**Paymentech, LLC for itself and on behalf of its sponsoring member bank,
JPMorgan Chase Bank, N.A.**

By: 

Print Name: David Miller

Title: DIRECTOR, CREDIT

Date: _____

Address: 4 Northeastern Boulevard, Salem, NH 03079

FUNDING SCHEDULE

In order to receive funds from Paymentech for your Card transactions, you must designate a bank account at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system. You authorize Paymentech to initiate electronic credit and debit entries and adjustments to this bank account in accordance with this funding schedule. We will not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the Associations or the bank.

The proceeds payable to such bank account shall be equal to the amounts received by us in respect of your Card transactions less all chargebacks, customer refunds, Association fines, fees or penalties, and other applicable charges. Such amounts will be paid into the account promptly following our receipt of the funds. If the proceeds payable to the account do not represent sufficient credits, or the bank account does not have a sufficient balance to pay amounts due from you under this funding schedule, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit the bank account for the amount of the negative balance; (iii) withhold settlement payments to the 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.

Unless and until we receive written instructions from you to the contrary, all amounts payable by Paymentech to you for your transactions (and excluding amounts for any convenience fee transactions, if any) will be deposited in the bank account designated and authorized by you as set forth below. Settlement funding for any convenience fee transactions that you and Paymentus have agreed to charge a customer will be submitted to us by Paymentus for processing by us in accordance with the terms of a separate agreement between Paymentech and Paymentus.

Name of Bank: _____

ABA No. _____

Account No. _____

Account Name: _____

Reference: _____