

JOINDER AGREEMENT

This Joinder to the Master Services Agreement (“Joinder”) is entered into as the Joinder Effective Date by and among the entity identified below (the “Agency”), Elavon, Inc. (“Elavon”) and Member. Upon execution of this Joinder, the Agency is hereby bound to the terms of the Elavon Master Services Agreement between the State of Wisconsin (“State”), Elavon and Member dated _____, and all Schedules (including Schedules A, B, C, D, E, H and I), addenda, amendments and additions, and including the Operating Guide located at https://www.merchantconnect.com/CWRWeb/pdf/MOG_Eng.pdf (collectively the “Agreement”) for the Services selected below. Agency acknowledges that it has received and reviewed a true and correct copy of the Agreement.

By executing this Joinder, Agency hereby acknowledges and agrees that it will be responsible for all obligations as agreed to by the State and outlined in the Agreement, including but not limited to: (i) payment of Chargebacks, returns, adjustments, fees, fines, penalties, assessments from the Payment Networks, and other payments due under the Agreement; (ii) compliance with all Laws (including privacy laws) and the Payment Network Regulations, particularly the Security Programs and all associated PCI audits; (iii) responsibility for disputes with any Customers, Cardholders or third parties relating to any Transaction or breach by the Agency of any obligation under the Agreement; (iv) responsibility for its Service Providers; (v) any Data Incident, where Agency knows or suspects that Cardholder Data, Customer information or Transaction information has been accessed or used without authorization from Agency or its agents, or systems within Agency’s control; and (vi) confidentiality of Cardholder, Transaction and password information.

Additionally, Agency authorizes Elavon and Member to share information regarding the Services provided to such entities with the State, including but not limited to Joinder forms, Transaction Information, Cardholder Data and any other sensitive, private and confidential or proprietary information pertaining to the use of Services by Agency under this Agreement, and Agency releases Elavon and Member for any and all claims Agency may have relating to the disclosure of such information.

State Agencies will be invoiced and Agency understands that invoices shall be paid within 30 days of receipt. Non-State Agencies will be directly debited by Elavon.

AGENCY INFORMATION		
LEGAL NAME:		
CONTACT NAME:		
ADDRESS (NO PO BOX):		
ADDRESS 2:		◆ DBA ADDRESS TYPE:
◆ CITY:	◆ STATE/PROVINCE:	◆ ZIP/POSTAL CODE:
TAX ID:		

- *If multiple tax ids, list on the attached Affiliated Entities form.*

PROCESSING SERVICES AVAILABLE TO AGENCIES GENERALLY (CHECK DESIRED PROCESSING SERVICES)	
<input type="checkbox"/> CREDIT CARD SERVICES <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER	
<input type="checkbox"/> DEBIT CARD (SIGNATURE-BASED) SERVICES	
<input type="checkbox"/> DEBIT CARD (PIN-BASED) SERVICES	
<input type="checkbox"/> WIRELESS SERVICES	
<input type="checkbox"/> CONTACTLESS SERVICES	
<input type="checkbox"/> CONVERGE SERVICES	
<input type="checkbox"/> CONVERGE TOKENIZATION SERVICES	
<input type="checkbox"/> ELECTRONIC CHECK SERVICES	

[CONTINUED ON NEXT PAGE]

**(ATTACHMENT 5) Request to Waive Administrative Policy 3.09(9)(e)
and Enter into a Contract with U.S. Bank National Association and Canon Financial Services, Inc.**

SCONSIN LOCAL GOVERNMENTS

5. D-7 JOINDER TO ELAVON MASTER SERVICES AGREEMENT FORM - ONLY

NON-PROCESSING SERVICES AVAILABLE TO AGENCIES GENERALLY (CHECK DESIRED SERVICES)	
<input type="checkbox"/> HOSTED GATEWAY SERVICES	<input type="checkbox"/> SAFE-T SERVICES
	<input type="checkbox"/> SAFE-T SOLO
	<input type="checkbox"/> SAFE-T LINK
	<input type="checkbox"/> SAFE-T LINK WITH P2PE PROTECT
	EQUIPMENT <input type="checkbox"/> POS DEVICES FROM ELAVON
GOVERNMENT/PUBLIC INSTITUTION SERVICE FEES (GPISF)	
<p>SERVICE FEE PROGRAMS</p> <p>GPISF FUNDING MODEL (CHECK ONE):</p> <p><input type="checkbox"/> ELAVON-MANAGED SERVICE FEE¹</p> <p><input type="checkbox"/> PARTNER-MANAGED SERVICE FEE²</p> <p>CARD ACCEPTANCE (CHECK ALL THAT APPLY):</p> <p><input type="checkbox"/> POINT OF SALE <input type="checkbox"/> INTERNET</p> <p><input type="checkbox"/> OTHER:</p>	<p>GPISF SERVICES PROGRAMS (CHECK ALL THAT APPLY, BUT ONLY IF AGENCY ELECTS GPISF ASSESSMENTS:</p> <p><input type="checkbox"/> MASTERCARD GOVERNMENT AND EDUCATION PAYMENT PROGRAM</p> <p><input type="checkbox"/> VISA GOVERNMENT AND EDUCATION PAYMENT PROGRAM</p> <p><input type="checkbox"/> DISCOVER GOVERNMENT AND EDUCATION PAYMENT PROGRAM</p> <p><input type="checkbox"/> AMERICAN EXPRESS GOVERNMENT AND EDUCATION PAYMENT PROGRAM</p> <p>ELAVON PRODUCT SUPPORTING GPISF ASSESSMENT TO BE USED BY AGENCY (CHECK ALL THAT APPLY):</p> <p><input type="checkbox"/> SERVICE FEE TERMINAL</p> <p><input type="checkbox"/> AGENCY PROPRIETARY SOLUTION OR VALUE-ADDED SERVICER</p> <p><input type="checkbox"/> OTHER:</p> <p>GPISF PRICING</p> <p><input type="checkbox"/> CREDIT CARD SERVICE FEE _____</p> <p><input type="checkbox"/> SIGNATURE DEBIT SERVICE FEE _____</p> <p><input type="checkbox"/> ACH (VIA ELECTRONIC CHECK SERVICES) _____</p>

Except as expressly modified pursuant to this Joinder, all terms and conditions of the Agreement are incorporated herein and made a part hereof by this reference and shall govern the relationship among the parties to this Joinder. Capitalized terms used and not otherwise defined in this Joinder shall have the meanings ascribed to them in the Agreement or the Operating Guide.

Agreed and accepted

AGENCY

By: _____

Name: _____

Title: _____

Date: _____

ELAVON

By: _____

Name: _____

Title: _____

Joinder Effective Date: _____

MEMBER

By: _____

Name: _____

Title: _____

Date: _____

¹ "Elavon-Managed Service Fee" means that Elavon establishes the amount of the GPISF, and Elavon charges and retains the GPISF in lieu of Agency's obligation to pay Elavon the per transaction fees for GPISF Transactions.

² "Partner-Managed Service Fee" means that Sales Partner (U.S. Bank, N.A.) establishes the amount of the GPISF (subject to the requirements of the Agreement and applicable Payment Network Regulations) as set forth in this Joinder to the Agreement. Partner or Elavon will retain the GPISF in lieu of Company's obligation to pay Elavon the per transaction fees for GPISF Transactions.

AFFILIATED ENTITIES

In addition to the Tax ID identified on page, 1, the following Affiliates of Agency will participate in the Joinder Agreement (a separate Form W-9 or Form W-8BEN, as applicable, must be submitted for each entity identified below):

Name	Tax ID Number
_____	_____
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