

RESOLUTION

WHEREAS, on March 10, 2009 the Mass Transit Board authorized a purchase order to Genfare as the sole service provider of GFI ticket vending machines (“TVM’s”) and GFI software; and

WHEREAS, on March 30, 2010 the Mass Transit Board authorized a purchase order to Genfare for TVM’s for the transit centers on Glory Road and Mission Valley; and

WHEREAS, on June 12, 2012 the Mass Transit Board authorized a purchase order to Genfare for a one-time purchase of revenue collection equipment necessary at a new operations facility; and

WHEREAS, on October 23, 2012 the Mass Transit Board authorized a purchase order to Genfare for TVM’s for the Eastside and Five-Points terminals; and

WHEREAS, on November 12, 2013 the Mass Transit Board authorized a purchase order to Genfare for 21 TVM’s for the Mesa RTS corridor stations; and

WHEREAS, on May 13, 2014 the Mass Transit Board authorized a purchase order to Genfare, as the sole source provider for GFI ticket vending machines, for the procurement, delivery and required technical services to upgrade twenty TVM’s model D-26350 from cashless model Vendstar-E in order to allow the ability to conduct cash transactions in the TVMs; and

WHEREAS, on January 7, 2020 the Mass Transit Board authorized the City Manager to execute a Software Support Agreement with Genfare for the operation of the TVMs; and

WHEREAS, on February 4, 2020 the Mass Transit Board authorized the City Manager to execute a subscription and support Agreement with Genfare for the subscription to Genfare’s mobile Link services to allow the purchase of bus passes through Genfare’s mobile application; and

WHEREAS, Genfare contracts with Payeezy Gateway (“Payeezy”) as the third-party credit card payment processor for the credit card transactions submitted from the TVM’s the city uses for the sale of bus passes; and

WHEREAS, Payeezy will retire its services as of August 31, 2023 and Genfare will now be using Chase Paymentech as the third-party credit card payment processor; and

WHEREAS, the City Manager signed a Payment Processing Agreement with Genfare, a limited liability company on July 25, 2023, for a term to begin Effective Date and end on December 1, 2024; the term is automatically extended every year for a one (1) year renewal term unless the parties provide 45-day termination notice. The contract price is for 5.5% +\$0.05 of total payments processed charged at a monthly interval; and

WHEREAS, the City Manager designee, Chief Transit and Field Operations Officer, signed a Submitter Merchant agreement with Chase Paymentech on July 31, 2023, to authorize Chase Paymentech to process the transactions as a third-party payment processor; and

WHEREAS, execution of such agreements was necessary before Payeezy retired its services, for the continued functionality of the TVM's and in order to maintain continued access for the public to purchase Sun Metro bus passes through the TVM's using non-cash methods;

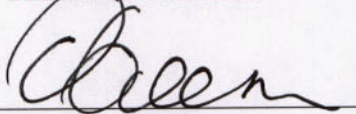
WHEREAS, the parties now desire that the Mass Transit Board ratify the execution of the Payment Processing Agreement with Genfare and the Chase Paymentech Submitter Merchant Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE MASS TRANSIT DEPARTMENT BOARD OF THE CITY OF EL PASO:

1. That the Mass Transit Board ratifies the execution of the Submitter Merchant Agreement between the City of El Paso through its Mass Transit Department (Sun Metro) and Chase Paymentech for the provision of third-party payment processing services and the execution of the Payment Processing Services Agreement between the City of El Paso through its Mass Transit Department (Sun Metro) and Genfare, a limited liability company, for credit card payment processing services connected to the continued functionality of the Ticket Vending Machines that the public uses to purchase Sun Metro bus passes, for a term to begin Effective Date and end on December 1, 2024; the term is automatically extended every year for a one (1) year renewal term unless the parties provide 45-day termination notice. The contract price is for 5.5% +\$0.05 of total payments processed charged at a monthly interval; and
2. That the City Manager or designee be authorized to take actions necessary and effectuate any budget transfers, sign all related agreements, amendments to such agreements and documents necessary to carry out the intent of this resolution.

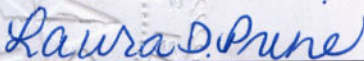
APPROVED this 10 day of OCTOBER, 2023.

MASS TRANSIT BOARD:




Oscar Leeser, Chairman

ATTEST:



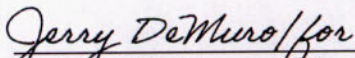
Laura D. Prine, Secretary

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

Deputy Transit Officer


Anthony R. Dekeyzer, Director
Sun Metro/Mass Transit Department

PAYMENT PROCESSING SERVICES AGREEMENT

THIS PAYMENT PROCESSING AGREEMENT (the "Agreement") is made effective as of July 25, 2023 ("Effective Date") by and between Genfare, LLC, a limited liability company, with its principal place of business place at 800 Arthur Avenue, Elk Grove Village, IL 60007 ("Genfare") and City of El Paso through its Mass Transit Department (Sun Metro), a Texas home rule municipality ("City"), which may each be referred to as a "Party" or collectively as the "Parties".

WHEREAS, Genfare offers a comprehensive digital fare management platform having various Genfare Products (defined below); and

WHEREAS, Genfare in connection with the Genfare Products, offers and City desires to obtain through one of Genfare's third-party service providers the following services which may include one or more of (a) the processing of credit card, prepaid card and debit card (each a "Card") payments and related services ("Processor Services"); and/or (b) or the transport and reporting of certain data over certain wireless and other carrier networks to and from various credit and debit card payment processors (the "Gateway Services") (individually, and collectively referred to as "Payment Processing Services").

In consideration of the mutual covenants, promises, terms, and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, Genfare and City agree as follows:

1. Definitions.

- 1.1 "Equipment" means certain equipment purchased by City from Genfare in connection with the Services.
- 1.2 "Gateway Fees" shall mean the fees charged by Genfare's Gateway Service provider.
- 1.3 "Genfare Products" shall mean the Equipment, Services and/or Software as purchased, licensed and/or used by the City.
- 1.4 "Laws" mean any state, federal, or local laws, rules, or regulations applicable to City.
- 1.5 "Limited Acceptance Options" means either (i) all Visa and MasterCard consumer credit cards and Visa and MasterCard commercial credit and debit cards; or (ii) Visa and MasterCard debit cards only (excluding credit cards).
- 1.6 "Merchant Settlement Account" means at least one bank account owned by City for the deposit and settlement of funds arising from the Payment Processing Services.
- 1.7 "Payment Brand" means any payment method provider whose payment method is accepted by Paymentech for processing, including, without limitation, Visa Inc., MasterCard International, Inc., Discover Financial Services, LLC, and other credit and debit card providers, debit network providers, gift card, and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council.

- 1.8 **“Payment Brand Marks”** means the brands, emblems, trademarks, and logos that identify a Payment Brand.
- 1.9 **“Payment Brand Rules”** means all published bylaws, rules, programs, and regulations, as they exist from time to time, of the Payment Brands.
- 1.10 **“Payment Instrument”** means an account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand, that are accepted from Customers as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates, and credit accounts.
- 1.11 **“Payment Instrument Information”** means information related to a Customer or the Customer’s Payment Instrument that is obtained from the Customer’s Payment Instrument or from the Customer’s use of a Payment Instrument (e.g., a security code, a PIN number, credit limits, account balances, 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 Payment Instrument account number and expiration date, the City’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 Payment Instrument, whether printed thereon, or magnetically, electronically, or otherwise stored thereon. For the avoidance of doubt, the data elements that constitute Payment Instrument Information shall be treated according to their corresponding meanings as “cardholder data” and “sensitive authentication data” as such terms are used in the then current PCI DSS.
- 1.12 **“Payment Network”** means a Card brand (e.g., Visa, MasterCard, Discover or other card brand).
- 1.13 **“Payment Network Rules”** means the then-current Payment Network operating rules and regulations.
- 1.14 **“Processing Fees”** shall mean fees charged to Genfare by its Processing Service provider.
- 1.15 **“Purchaser”** means the person or entity to whom a Payment Instrument is issued or who is otherwise authorized to use a Payment Instrument.
- 1.16 **“Retrieval Request”** means a request for information by a Customer or Payment Brand relating to a claim or complaint concerning a Transaction.
- 1.17 **“SaaS”** means the software as a service subscribed to by the City.
- 1.18 **“Security Standards”** are all rules, regulations, standards or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Card Information, including but not limited to the Payment Card Industry Data Security

Standards ("PCI DSS"), Visa's Cardholder Information Security Program ("CISP"), Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program ("SDP"), Visa's Payment Application Best Practices ("PABP"), the Payment Card Industry's Payment Application Data Security Standard ("PA DSS"), 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.

- 1.19 "Services" means the SaaS listed on an Attachment and Support.
- 1.20 "Software" means Genfare's proprietary software that is to be installed on City's computer system, including software that may be embedded on the Equipment.
- 1.21 "Term" means the term of the Agreement which begins on the Effective Date and continues until: (i) this Agreement is terminated by a Party as provided herein or (ii) this Agreement expires as provided herein, whichever is earlier.
- 1.22 "Transaction" means a transaction conducted between City and Purchaser, or Genfare and Purchaser, utilizing a Payment Instrument in which consideration is exchanged (i) between the City and Purchaser, or (ii) between Genfare and Purchaser. Transaction also means the written or electronic record of a Transaction, including, without limitation, an authorization code or settlement record.
- 1.23 "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 City.
- 1.24 "Unattended Transactions" means those Transactions where it is not physically possible for the City to examine each Payment Instrument used, such as Transactions at unattended points of sale, on-line, mail, telephone, pre-authorized or recurring Transactions.
2. Services. Genfare will arrange for City to receive and use the Payment Processing Services through Genfare's Products identified in Attachment 1, will help manage the relationships between City and the Genfare's third-party service providers. City acknowledges and agrees that Genfare is not a bank, a payment gateway or a payment processor, and does not directly provide the Payment Processing Services to City but instead facilitates City's receipt of the Payment Processing Services under the terms of this Agreement. City agrees that Genfare shall be City's exclusive provider of Payment Processing Services for the processing of payments by Purchaser's and City's use of the Genfare Products as designated in Attachment 1 during the Term. If permitted pursuant to the Payment Brand Rules, Genfare may charge Purchaser's a convenience fee for Purchaser's use of the Payment Processing Services. City acknowledges and agrees that any Transaction made utilizing the Payment Processing Services shall not be submitted on behalf of a third party to the best of City's knowledge. City agrees that implementation of any custom interchange rate(s) which Genfare or City may have negotiated, or may in the future negotiate, directly with the Payment Networks may require time and development work. For recurring Purchaser Transactions, City shall obtain the consent to periodically charge the Purchaser on a recurring basis and retain this permission for the duration of the recurring Transactions in order to provide it to the Payment Brands, the issuing bank of the Purchaser's Payment Instrument, Genfare, as well as Genfare's third-party service providers and its affiliates on request.

3. Availability and Support for Payment Processing Services. City acknowledges that the Payment Processing Services are provided by third-party service providers and that Genfare makes no representation or warranty that the Payment Processing Services will be meet any availability or performance requirements.

Support for the Payment Processing Services will be provided as follows:

- City shall be responsible for Tier 1 support to Purchasers.

4. Fees. Customer shall pay Genfare the fees set forth in the fee schedule attached hereto as Attachment 2. Such fees may include the following:

4.1 **Implementation Fee.** This fee is a one-time fee for the set-up and implementation of the Payment Processing Services. The Implementation Fee will be due and payable within thirty (30) days of the Effective Date.

4.2 **Transaction Fees.** City will pay the Transaction Fees in each interval period as set forth in Attachment 2. City agrees that Genfare may debit the amount due and owing on the interval identified or issue an invoice for the Transaction Fees. Genfare may debit the amount owed for Transaction Fees from an account number provided to Genfare by City (the "Account"). City agrees to provide Genfare with updated account information if any changes are made to the Account. City represents and warrants that it is the legal owner of the Account or at least has the necessary rights to authorize Genfare to debit the Account. To the extent allowed by Texas law, City shall indemnify Genfare for any costs, expenses, damages, claims, or other injury sustained due to City having insufficient funds in the Account. Should there be insufficient funds in the Account to pay all such sums when due, the full amount of such deficiency shall be immediately due and payable by City. City acknowledges that a portion of the Transaction Fees includes the Gateway Fees and Processing Fees charged by Third Party Providers. City agrees that Genfare has the right to modify the Transaction Fees based upon a change in the Gateway Fees and/or Processing Fees charged by Third Party Providers at any time during the Term. Genfare shall provide thirty (30) days prior written notice to City to pass through price increases from Third Party Providers. Genfare reserves the right to increase the Transaction Fees for a subsequent Renewal Subscription Term in its sole discretion by providing City at least sixty (60) days' notice before the end of the then-current Subscription Term. In the event that Genfare elects to issue an invoice rather than debit the Account, the Transaction Fees will be due within thirty (30) days of the invoice date.

4.3 **Taxes.** Fees stated in Attachment 2 do not include applicable taxes. Unless City is a tax exempt entity and provides Genfare with reasonable documentation demonstrating tax exempt status, City agrees to bear and be responsible for the payment of all taxes, except for taxes based upon Genfare's income, including but not limited to, all sales, use, rental receipt, personal property, customs duties or levies or other taxes, which may be levied or assessed in connection with this Agreement. City shall pay such tax when due or reimburse Genfare as applicable. If any tax is required to be paid by Genfare, the full amount of such

tax, including any interest and penalties, will be invoiced to City, whether or not this Agreement is then in effect, and promptly paid by City.

- 4.4 **Invoice Terms.** City shall pay in full all amounts owed in an invoice within thirty (30) days from the City's receipt of the invoice except as otherwise provided in an Attachment. If Genfare does not receive payment within 30 days from the City's receipt of the invoice or by the payment date, whichever is later, Genfare in its sole discretion may impose a late payment charge equal to the lesser of (a) one and one-half percent (1.5%) per month or (b) the maximum rate allowed by law beginning thirty-one (31) days after the invoice date, and/or Genfare may suspend the Payment Processing Services for non-payment.
 - 4.5 City's obligation to pay amounts owed to Genfare will survive the expiration or termination of this Agreement for any reason.
 - 4.6 Any change to the Merchant Settlement Account designated and approved by the City requires the prior written approval of the City's Chief Financial Officer, City Comptroller or City Comptroller's designee.
5. **Compliance.** City agrees that it shall only access and use the Payment Processing Services via the Genfare Products or as otherwise agreed to in writing between the parties and will use the Payment Processing Services solely in accordance with Required Conditions, Prohibited Businesses, Merchant Categories and Transaction Types set forth in Attachment 3 of this Agreement. In addition, City hereby agrees to comply with (a) all applicable laws (including applicable data security and privacy laws); (b) all applicable Payment Network Rules; (c) the written agreement between City and the third-party service provider providing some or all of the Payment Processing Services (each, a "Payment Services Agreement"); (d) the Payment Brand Rules; (e) the Security Standards; and (g) the policies and procedures of the Processor Services provider or the Gateway Service provider that are provided to City from time to time regarding City's use of the Processor Services or Gateway Services, respectively.
 6. **Merchant Payment Processing Instructions and Guidelines.** As a condition of City's receipt of the Payment Processing Services, City must agree in writing to the Merchant Payment Processing Instructions and Guidelines attached hereto as Attachment 4.
 7. **Fraud Losses, Chargebacks, Refunds, Fines, and Liabilities.** City acknowledges and agrees that (i) it is solely responsible for all fraud losses it incurs in connection with the Payment Processing Services and that (ii) may be subject to reversals of previously settled Card Transactions ("Chargebacks") and to fees, charges, fines, costs, assessments, damages, liabilities, and amounts imposed as a result of its failure to comply with the terms of this Agreement, the Agreement, any Payment Network Rules, or any Laws (collectively "Deductions"). If City elects to make refunds of Card Transactions, City is solely responsible for such amounts and all fees relating thereto, but in no instance will City make such refunds by cash or cash equivalents.
 8. **Term: Termination.**

 - 8.1 The term of this Agreement shall begin on the Effective Date and shall terminate on December 1, 2024.

- 8.2 Unless otherwise specified in an Attachment, at the end of the then-current Term, the Term shall automatically renew for an additional one (1) year period unless either Party notifies the other that this Agreement will not renew at least forty five (45) days prior to the expiration of the then-current Term.
- 8.3 Either Party may terminate this Agreement, including any and all access and usage rights for the Payment Processing Services provided herein, for a material breach by the other Party that is not cured within thirty (30) days after written notice of such material breach.
- 8.4 Each Party has the option of terminating this Agreement, including all access and usage rights for the Payment Processing Services provided herein, for any reason by giving 90 days written notice to the other party. If City cancels all or part of this Agreement without cause, City will reimburse Genfare for its costs, including contract close-out costs, and profit on work performed up to the time of termination. The lack of appropriation of funds shall be deemed a termination for convenience.
- 8.5 Genfare may immediately terminate this Agreement or suspend its performance thereunder, if (i) City becomes insolvent or bankrupt or ceases to do business, (ii) City breaches its obligations under the provisions of Section 8, (iii) the provision of the Payment Processing Services, or any portion thereof, to City by Genfare is, in Genfare's sole opinion, no longer commercially viable, (iv) the Payment Processing Services are deemed, or Genfare reasonably believes the Payment Processing Services, or any portion thereof, violate an applicable local, state, or federal law or regulation, or (v) Genfare has a reasonable belief that the continued provision of Payment Processing Services puts Genfare, or its systems at any operational or security risk.
- 8.6 Genfare may immediately terminate this Agreement, or suspend its performance hereunder if (i) its agreement with the gateway service provider or the payment processor is suspended or terminated for any reason, (ii) it or any of its vendors or service providers experiences a force majeure, (iii) it is required to due to the formal or informal action or request of a regulatory or payment card network, or (iv) Genfare reasonably believes such action is necessary to prevent material harm due to fraud, violations of applicable laws or regulations, breach of payment card network rules, or other causes.
9. **Data Security.** City agrees to, and to cause third parties acting as City's agent, implement and maintain commercially reasonable data security measures in view of the nature of the data being stored and transmitted, including but not limited to compliance with the Payment Network Rules and all applicable laws, including, without limitation, any and all confidentiality and security requirements of Payment Networks, including but not limited to the Payment Card Industry Data Security Standard. Without limiting the foregoing, City agrees that it is responsible for maintaining the security and integrity of its machines and terminals and will take such measures as are necessary for such protection, including but not limited to compliance with the applicable portions of the Payment Card Industry Security Standards Council ("PCI-SSC") "Information Supplement: Skimming Prevention - Best Practices for Merchants" (available at www.pcisecuritystandards.org/documents/skimming_prevention_IS.pdf) and Payment Card Industry Unattended Payment Terminal Security Guidelines and such other relevant guidelines and best practices as are published or promulgated by the PCI-SSC or any successor thereto. Customer

shall be fully and solely responsible for any damages, fines or fees incurred by Customer, Gateway Service provider, Processing Service provider or other processor retained by Customer, the acquiring bank, or any other party as a result of Customer's failure to comply with the foregoing or any other terms of this Agreement.

10. Confidential Information.

10.1 "Confidential Information" means any trade secret or other information of Genfare or City, whether of a technical, business, or other nature, which is disclosed by one Party ("Discloser") to the other Party ("Recipient") orally or in writing. Confidential Information does not include any information that: (a) was known to Recipient before receiving it from the Discloser; (b) is independently developed by Recipient without use of or reference to any Confidential Information of the Discloser; (c) is received from a third party who had a lawful right to disclose such information (without corresponding confidentiality obligations); or (d) is or becomes part of the public domain through no fault or action of Recipient.

10.2 The City will keep all such Confidential Information of Genfare confidential to the extent allowable by the Texas Public Information Act codified under Chapter 552 of the Texas Government Code. If the City receives an open records request, the City will provide Genfare with written notice to allow Genfare to seek a protective order or other appropriate remedy.

11. No License from Genfare. The Gateway Services are licensed by the Gateway Services provider and are not licensed or sublicensed by Genfare.

12. City Representations and Warranties.

12.1 City warrants that it has the right and power to enter into this Agreement and to perform its obligations herein.

12.2 City represents and warrants that it will comply with all applicable data privacy laws.

12.3 City represents and warrants that all information provided in the Application is true and correct in all respects at all times throughout the term of this Agreement.

12.4 City represents and warrants that it has no knowledge or notice of information that would lead it to believe that the enforceability or collectability of Transactions will in any manner be impaired. Further, City has not submitted and will not submit a Transaction that is known or should be known to it to be either fraudulent, illegal, or damaging to any Payment Brand. Genfare may require City to provide an updated service application ("Application") at the time of renewal or other term extension or upon Genfare's request from time to time.

12.5 City represents and warrants that it will promptly notify Genfare prior to any change in its legal name, organizational structure, ownership, principals, a change to City's bank account, or the filing of a bankruptcy or similar proceeding by or against it, and any failure to so notify Genfare of such event shall constitute grounds for termination of this Agreement. City hereby authorizes Genfare (and its designees, which may include Gateway Services provider, Processing Service provider, and the acquiring bank) to obtain

credit reports and perform such credit checks on City, its principals and affiliates as Genfare or its third-party service provider deems advisable in its sole discretion at any time.

- 12.6 City represents and warrants that its execution of and performance under this Agreement (i) in no way breaches, contravenes, violates, or in any manner conflicts with any of its other legal obligations, including its governing documents or any agreement with any third party; and (ii) has been duly authorized by all necessary action and does not require any consent or other action by or in respect of any third party. City agrees that authorization of a Transaction indicates that the Payment Instrument (i) contains a valid account number and (ii) has an available credit balance to cover the amount of the Transaction.

13. Genfare Warranty and Disclaimer.

- 13.1 Genfare warrants that it has the right and power to enter into this Agreement and to perform its obligations herein.
- 13.2 EXCEPT AS SPECIFICALLY SET FORTH ABOVE, TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE PAYMENT PROCESSING SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT ALLOWED BY LAW, GENFARE AND ITS LICENSORS, VENDORS AND SERVICE PROVIDERS DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND GENFARE EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES.
- 13.3 Genfare does not warrant that: (a) operation of any of the Payment Processing Services shall be uninterrupted or error free, (b) the Payment Processing Services shall meet the City's requirements, or (c) the Payment Processing Services shall operate in combination with (i) hardware or software other than the Genfare Products or (ii) hardware and software of expressly approved or recommend by Genfare in writing.
- 13.4 Genfare makes no claims or warranties with respect to the Payment Processing Services, the Processor Services and its provider(s), or the Gateway Services and its provider(s), and City acknowledges and agrees that Genfare and such service providers are not responsible for: (i) the accuracy or integrity of any data submitted by City or Purchasers, (ii) the performance of City's equipment, (iii) delivery of services or connectivity provided by third parties to City or its Purchasers, even if such third parties were identified by Genfare, or (iv) any downtime, loss or corruption of data that occurs as a result of transmitting or receiving data or viruses via the Internet.

14. Indemnification.

- 14.1 Indemnification Generally. GENFARE WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE CITY AND THE CITY'S ELECTED AND APPOINTED OFFICIALS, AND EMPLOYEES, FROM ANY AND ALL

CLAIMS AND DEFENSE COSTS FROM THIRD PARTIES TO THE EXTENT RESULTING DIRECTLY FROM THE NEGLIGENT ACTS OR OMISSIONS OF GENFARE AND/OR GENFARE'S CONTRACTORS.

SUBCONTRACTORS (IF ANY), EMPLOYEES, AND/OR OFFICERS. As required by applicable law, the City will promptly forward to the Genfare every demand, notice, summons or other process received by the City in any claim or legal proceeding for which City may be entitled to indemnification hereunder.

GENFARE REPRESENTS AND WARRANTS THAT IT HAS ALL LEGALLY REQUIRED. MATERIAL LICENSES TO PERFORM THE SERVICES UNDER THIS AGREEMENT.

- 14.2 Indemnification - Intellectual Property. Genfare agrees to indemnify and hold harmless City, its elected and appointed officers, and employees from and against any and all claims and defense costs from a third party for any actual or alleged infringement of a patent, trademark or copyright ("Infringement Claim") regarding the Services furnished by Genfare under this Contract. Genfare shall defend or may at any time settle, at Genfare's option, any Infringement Claim. The foregoing indemnity shall not apply to any claim that arises out of (i) Genfare's compliance with the specification or design of City; (ii) any products that have been altered or modified by any party other than Genfare; or (iii) the use of any product in combination with other equipment and materials not furnished by Genfare. Notwithstanding anything to the contrary, the City may provide maintenance and install components necessary for the continued use of Genfare's product. Such actions from the City shall not constitute actions sufficient to waive Genfare's indemnification obligations under this agreement. **THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF GENFARE AND SOLE AND EXCLUSIVE REMEDY OF CITY FOR INTELLECTUAL PROPERTY INFRINGEMENT RELATED TO THE SERVICES.**

15. Limitation of Liability.

- 15.1 IN NO EVENT WILL CITY OR A GENFARE PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES IN CONNECTION WITH THE PAYMENT PROCESSING SERVICES OR THE PERFORMANCE OR NONPERFORMANCE OF THE PAYMENT PROCESSING SERVICES, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL A GENFARE PARTY BE LIABLE TO CITY FOR ANY LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA, ARISING OUT OF CITY'S USE OF, OR INABILITY TO USE, OR THE PERFORMANCE OR NONPERFORMANCE OF, THE PAYMENT PROCESSING SERVICES. "GENFARE PARTY" MEANS ANY GENFARE OR ANY LICENSOR, VENDOR OR SERVICE PROVIDER OF GENFARE, INCLUDING WITHOUT LIMITATION ANY GATEWAY SERVICE PROVIDER, PROCESSING

SERVICE PROVIDER, ACQUIRING BANK, OR PAYMENT NETWORK, OR ITS OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES.

15.2 IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF THE GENFARE PARTIES UNDER THIS AGREEMENT EXCEED THE FEES PAID BY CITY TO GENFARE DURING THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED

16. **Insurance.¹**

16.1 Genfare will maintain the following:

16.1.1 Commercial General Liability Insurance written on an occurrence for providing coverage at a minimum for premises and operations liability, products and completed operations liability, personal and advertising injury, contractual liability, broad-form property damage, and coverage for work performed by independent contractors when work is performed on behalf of Genfare. The minimum amounts for the Commercial General Liability insurance are \$1,000,000 for bodily injury per occurrence and \$1,000,000 for property damage per occurrence.

16.1.2 If required by law, worker compensation insurance in the amounts required by law.

16.1.3 Professional Liability Insurance (Errors & Omissions) in the minimum amount of \$1,000,000 per occurrence.

16.2 Genfare will name the City, its officials, employees, agents, and contractors as additional insured in all insurance policies required above. To the extent allowable by law, Genfare's insurance shall be primary insurance as it related to the City, its officials, employees, agents, and contractors. The City's insurance, if any, will only act as excess insurance and shall not contribute to Genfare's insurance.

16.3 Prior to undertaking any services under this Agreement Genfare, at no expense to the City shall furnish to the City a standard certificate of insurance and a copy of all original endorsements.

16.4 Any waivers of any of the insurance requirements above must be approved in advance in writing by the City's Risk Manager.

17. **Miscellaneous.**

17.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Texas. The Parties submit to the exclusive jurisdiction of the courts of El Paso County, Texas for the resolution of any and all disputes relating to this Agreement or any of its terms.

¹ Note to Draft: Insurance provisions are pending review by Genfare risk management.

- 17.2 **Conflicts.** In the event of a conflict between the terms contained herein and the terms in an Attachment, the order of precedence, unless stated otherwise in the main body of the Agreement, is: the main body of the Agreement, Attachment.
- 17.3 **Independent Contractor.** The relationship of the Parties hereunder is that of independent contractors, and neither Party shall be considered to be a partner, joint venture, employer or employee of the other under this Agreement. This Agreement creates no agency in either Party, and neither Party has any authority whatsoever to bind the other Party in any transaction or make any representations on behalf of the other Party.
- 17.4 **Survival.** Neither expiration nor termination of this Agreement shall terminate those obligations and rights of the Parties pursuant to provisions of this Agreement which by their express terms are intended to survive and such provisions shall survive the expiration or termination of this Agreement. Without limiting the foregoing, the respective rights and obligations of the Parties under Sections 4, 7, 9, 10, 12, 13, 14, 15, and 17 shall survive the expiration or termination of this Agreement regardless of when such termination becomes effective.
- 17.5 **Amendment.** No change or modification of this Agreement shall be valid unless in writing and signed by all Parties to this Agreement; provided, however, an Attachment can be updated through written confirmation, by both parties, of such terms through written or electronic correspondence.
- 17.6 **Assignment.** Neither Party may assign this Agreement, or any of its interest herein, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided, however, that with 90 days prior written notice to other party, no such prior approval shall be required for an assignment in connection with a sale of all or substantially all of a Party's business related to the subject matter of this Agreement or any merger, sale of a controlling interest or other change of control of such Party. This Agreement shall apply to and bind the successors and permitted assigns of the Parties.
- 17.7 **Force Majeure.** Neither Party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God or the common enemy or earthquakes, floods, fires, epidemics, riots, telecommunications delays, failure of electrical power, lightning, national emergency, war, action of court or public authority, terrorist act, military action, civil disturbance, internet outages, failures or delay in transportation or communications. The Parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement.
- 17.8 **Governmental Functions.** The City hereby represents that it is entering into this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act and as a governmental entity performing a governmental function.

With a Copy to:

Husch Blackwell LLP
Attn: Chris Peterson
3810 E. Sunshine St.
Suite 300
Springfield, MO 65809

17.12 **Entire Agreement.** This Agreement supersedes all previous discussions, negotiations, understandings and agreements between the Parties with respect to its subject matter and constitutes the entire Agreement between the Parties. This Agreement is a collaborative drafting effort and the provisions of the Agreement shall not be construed against a Party as the purported drafter. This Agreement may be executed in one or more counterparts, with signatures delivered by fax or emailed PDF documents, all of which counterparts when taken together shall comprise one instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

GENFARE DocuSigned by:

By: Eric Kaled
E3E78E940D544D3

Name: Eric Kaled

Title: President

Date: 7/19/2023

(City of El Paso Signature Page to Follow)

CITY OF EL PASO



Cary Westin

Interim City Manager

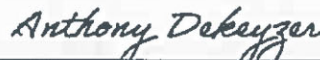
Date Signed 25 July 2023

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Anthony R. Dekeyzer, Director
Sun Metro/Mass Transit Department

**ATTACHMENT 1
GENFARE PRODUCTS AND SERVICES
PAYMENT PROCESSING SERVICES EXCLUSIVITY**

PRODUCTS	PRODUCT
<input type="checkbox"/>	GENFARE LINK (REFUNDS / eFARE)
<input type="checkbox"/>	MOBILE LINK
<input type="checkbox"/>	FAST FARE
<input type="checkbox"/>	OPEN LINK VALIDATOR
<input type="checkbox"/>	VENDSTAR-4 (TICKET VENDING MACHINE)
<input type="checkbox"/>	VENDSTAR-E (TICKET VENDING MACHINE – CREDIT CARD ONLY)
<input type="checkbox"/>	ADMINISTRATIVE POINT OF SALE (APOS)

**ATTACHMENT 2
Fee Schedule**

Fee	Interval	Amount	Due Date
Implementation Fee	One-Time	None	30 days from Effective Date
Transaction Fee	Monthly	5.5% + \$0.05 of total payments processed by Genfare	As set forth in Section 4.2
Software Support for Payment Processing	Yearly	None	Yearly from the date of implementation

ATTACHMENT 3

Required Conditions, Prohibited Businesses, Merchant Categories and Transaction Types

A. Required Conditions: City represents and warrants that it shall:

- Accept all categories of Visa and MasterCard Payment Instruments (i.e. debit and credit cards) unless the City has previously, through written notice, indicated election of one of the Limited Acceptance Options, as well as all foreign bank-issued Visa or MasterCard Payment Instruments;
 - If a Limited Acceptance Option is selected by City, then the City must display appropriate signage to indicate the details of the applicable Limited Acceptance Option
- Not engage in any practice that unfavorably discriminates against or provides unequal treatment of any Payment Brand relative to any other Payment Brand;
- Not set a dollar amount above or below which it refuses to honor otherwise valid Payment Instruments during the Subscription Term;
- Physically examine each Payment Instrument used at those attended points of sale to determine that the Payment Instrument presented is valid and has not expired;
- Notify Genfare, and to the extent possible its third-party service providers, of the intent to conduct Unattended Transactions;
- Ensure that there are appropriate procedures in place to confirm that each Unattended Transaction is made by the intended Purchaser;
- Not split a single Transaction into two or more Transactions to avoid or circumvent authorization limits or monitoring programs;
- Not accept Payment Instruments for the purchase of [scrip];
- Not require a Purchaser to complete a postcard or similar device that includes a Purchaser's Payment Instrument information;
- Not disburse or advance any cash to the Purchaser, itself, its representatives, agents or employees in connection with a Transaction
- Not accept payment for effecting credits to a Purchaser;
- Not make or have previously made a representation or agreement for the issuance of refunds except as stated in all applicable refund policies that have been published to Genfare and all Purchasers;
- Not accept or facilitate the acceptance of Payment Instruments in connection with installment plans;
- Execute any and all applications and documentation required by the Payment Brands and Genfare's third-party service providers and its affiliates;
- Not operate a Prohibited Business, nor fall within the Prohibited Merchant Category, nor submit a Prohibited Transaction, as these terms are defined in Attachment 1 attached hereto;
- Maintain a refund policy and disclose such refund policy to Genfare, its third-party service providers, and Purchasers;
- Submit any change of its refund policy 14 days prior to the effective date of such change to Genfare and its third-party service providers;
- Prepare and deliver to Genfare and its relevant third-party service providers, Transactions reflecting any refund within 3 days of the City or Genfare approving such a refund;
- Not accept any payment from a Purchaser as consideration for issuing a refund;
- For recurring Transactions of a Purchaser, obtain the consent to periodically charge the Purchaser on a recurring basis and retain this permission for the duration of the recurring Transactions in order to provide it to the Payment Brands, the issuing bank of the Purchaser's Payment Instrument, Genfare, as well as Genfare's third-party service providers and its affiliates on request;

- Retain written documentation specifying the frequency of any recurring charges to a Purchaser and the duration of time during which such charges may be made;
- Not submit any recurring transaction after receiving a cancellation notice from a Purchaser or a notice from Genfare, its third-party service providers or any Payment Brand that a Purchaser's Payment Instrument is not to be honored;
- Offer Purchasers a data protection method such a 3-D Secure or Secure Sockets Layer (SSL);
- Maintain their respective Merchant Settlement Accounts for as long as they receive Payment Processing Services;
- Notify Genfare and its third-party service providers with no less than 5 days prior notice of an intent to close their respective Merchant Settlement Accounts
- Substitute another Merchant Settlement Account subsequent to the closure of any prior Merchant Settlement Account;
- Obtain an authorization code through a Genfare's third-party service provider for each Transaction;
- Have a valid agreement in effect with any applicable Payment Brand;
- Store and retain Transactions and Transaction Receipts in compliance with the Payment Brand Rules;
- If applicable, send Genfare and Genfare's relevant third-party service provider, via certified or overnight mail or confirmed fax, a written resolution of the investigation of a Retrieval Request, along with legible copies of any supporting documentation requested or required by the Retrieval Request;
- Exercise reasonable care to prevent disclosure or use of Payment Instrument Information;
- Not using Payment Brand Marks, other than as expressly authorized by the Payment Brands; and
- Use the Payment Brand Marks only to promote the services covered by the Payment Brand Marks by using them on decals, indoor and outdoor signs, advertising materials, and marketing materials, provided that all such uses are consistent with the Payment Brand Rules.

B. Prohibited Businesses and Business Activities:

- Adult-oriented products or services (of any media type, including Internet, telephone, printed material, etc.)
- Buyers clubs / Membership clubs
- Collection agencies engaged in the collection of Uncollectible Debt (as defined by the Payment Brands)
- Bankruptcy attorneys
- Credit repair agencies
- Sports forecasting or odds making
- Credit counseling or credit repair services
- Credit protection / Identity theft protection
- Direct marketing—subscription merchants
- Infomercial merchants
- Internet/MOTO pharmacies
- Internet/MOTO pharmacy referral sites
- Internet/MOTO Firearm or Weapon Sales
- Internet/MOTO Tobacco Sales
- Drug Paraphernalia
- Occult Materials
- Multi-level marketing businesses
- Inbound telemarketers
- Outbound telemarketers
- Prepaid phone cards
- Prepaid phone services
- Rebate-based businesses

- “Up-Sell” merchants
- Bill payments
- Escort services
- Gambling or betting, including lottery tickets, raffles, casino gaming chips, off-track betting, and wagers at race tracks
- Financial Institutions — Manual Cash Disbursements
- Financial Institutions — Automated Cash Disbursements
- Financial Institutions — Merchandise and Services
- Non-Financial Institutions — Money Orders, Foreign Currency, etc.
- Wire Transfer Money Orders
- High-Risk Merchants
- High-Risk Telemarketing Merchants
- Service Station Merchants
- Automated Fuel Dispensers (AFD)
- Any business model heavily reliant upon or solely or primarily based on any guaranteed “rebate”, “refund”, or “prize” associated with the sale of products or services

C. Prohibited Merchant Categories:

- Merchants domiciled, residing, or having a principal place of business outside of the U.S.
- Merchants engaged in any illegal activity, or any activity reasonably likely to create notoriety, cause harm or damage the reputation of Paymentech, Member or any Payment Brands
- Merchants listed on the VISA Terminated Merchant File, MasterCard MATCH, or any similar Payment Brand list

D. Prohibited Transaction types:

- Account Funding Transactions
- Dynamic Currency Conversion
- Quasi-Cash Transactions
- Purchase of a Scrip

**ATTACHMENT 4
MERCHANT PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES**

[Attached Separately]

CHASE ™ Paymentech

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 Genfare, LLC (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, 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. Merchant Taxpayer Certification and CMS Reporting Obligations.

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. Termination.

In the event of a breach of this Agreement by either party, the non-breaching party may terminate this Agreement immediately upon notice to the breaching party. In addition, if Submitter terminates its Agreement with us, then either party may terminate this Agreement immediately upon written notice. CMS shall be entitled to terminate this Agreement at any time upon 60 days' prior written notice to Merchant.

9. Definitions.

- (a) **"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 the Card account number, the bank account number, the 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.
- (b) **"ACH"** means Automated Clearing House.
- (c) **"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 Network that Merchant accepts from Customers as payment for goods or services.
- (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) **"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 Chase.
- (f) **"CMS", "we", "our", and "us"** is Paymentech, LLC, a Delaware limited liability company, having its principal office at 8181 Communications Parkway, Plano, Texas 75024.
- (g) **"Convenience Fee"** is a charge to a Customer for the convenience of using the payment channel offered by Merchant through Submitter.
- (h) **"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.
- (i) **"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.
- (j) **"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.
- (k) **"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.
- (l) **"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.
- (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.



Full Liability Submitter Attestation to Merchant Services Terms and Conditions

These terms and conditions, the application, forms, and other documents provided by you herewith constitute the Agreement between Paymentech, LLC, JPMorgan Chase Bank, NA, and Merchant

I, the undersigned, individually and on behalf of Merchant, certify, represent and warrant that:

- I am an owner, officer, partner or other authorized representative of the Merchant ("Authorized Representative"), duly authorized to:
 - enter into legally binding agreements on behalf of the Merchant;
 - execute and submit this document on behalf of Merchant;
 - provide all information contained herein (including, as applicable, banking or financial information, and personal information relating to owners, officers, partners or Merchant contacts), on behalf of the Merchant;
- all information contained within this document or submitted in connection herewith is true, complete and not misleading.
- to the extent any bank account information is being provided in connection with this document, Merchant owns such bank account, and such account is being maintained solely for business purposes and not for personal, family, or household purposes
- Chase Paymentech and Member may:
 - investigate and verify the credit and financial information of Merchant, and
 - obtain credit reports on Merchant from time to time in connection with establishing Merchant's account and maintaining the Agreement.

Merchant, intending to be legally bound, hereby agrees to the foregoing.

Agreed and Accepted by:

City of El Paso

 MERCHANT LEGAL NAME (Print or Type)
300 N. Campbell St., El Paso, TX 79901

 Address (Print or Type)
[Signature]

 By (authorized signature)
Anthony R DeKeyser

 By, Name, Title (Print or Type)
Director of Mass Transit

 Date
8/4/23

Agreed and Accepted by:

PAYMENTECH, LLC for itself and on behalf of
 JPMORGAN CHASE BANK, N.A.

 DocuSigned by:
 By: Melissa Theriault

 4213C31M01155a
 Print Name: Melissa Theriault

 Title: Executive Director

 Date: 8/30/2023

 Address: 8181 Communications Pkwy, Plano, TX 75024

Nazir MDrean06132022

Email DeKeyserAR@elpasotexas.gov
Phone: 915-212-3306

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CITY OF EL PASO	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ GOVERNMENT	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 300 N. CAMPBELL ST.	Requester's name and address (optional)
6 City, state, and ZIP code EL PASO, TX 79901-1402	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
or											
Employer identification number											
7	4	-	6	0	0	0	7	4	9		

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 06/05/2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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		ECID:
Application ID:		Model from Merch #:
Submitted by:		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.

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

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 El Paso	Business Start / Date of Incorporation (MM/DD/YYYY)	1873
Physical Address (No PO Box or Paid Mail Box)	300 N. Campbell Street		
City	El Paso	State	Texas
		Zip Code	79901
Taxpayer ID / EIN	74-6000749	Registered Trade Name (DBA)	
Primary Contact Name	Sasho Andonoski	Phone	(915) 212-3333

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 elpasotexas.gov

LLC – If LLC, Taxed As:

Business Description (Primary source of revenue for legal entity)

Municipality - primary revenue source are taxes.

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

State of Formation Texas	Date of Formation 1873	Trading Symbol	Fiscal Year End (MM/DD/YYYY) 08/31/2023
Has Merchant Ever Filed For Bankruptcy? No	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

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

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

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 Anthony DeKeyzer SSN/EIN* [REDACTED]
Date of Birth [REDACTED]

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): Director
↳ 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) 10151 Montana Ave.
El Paso, TX 79925

City El Paso State TX
Country United States of America ZIP Code 79925

*For Non-US Persons: Social Security Number, Passport Number and Country of Issuance (or other similar identification number) may be substituted
Government Issued ID # [REDACTED]
Type of ID (ex. Passport) Drivers License
Country of Issuance United States

2.4 Authorized Representative

Name Jerry DeMuro

Street Address (if individual use home address) (No PO Box or Paid Mail Box) 10151 Montana Ave.

City El Paso State TX
Country USA ZIP Code 79925

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)	City of El Paso Jerry DeMuro	Merchant Signature	Jerry DeMuro
Merchant Title (Printed)	Deputy Transit Officer	Date	July 28, 2023
Telephone Number	(915) 212-3333	Email Address	demuroj@elpasotexas.gov

3.2 Certification

I, the undersigned, being an officer/principal of City of El Paso, Sumner 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)	Anthony DeKeyzer	Merchant Signature	A. DeKeyzer
Merchant Title (Printed)	Director of Mass Transit	Date	July 28, 2023

Alan S. H., Chief Transit Officer 7/31/2023

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	10151 Montanz Ave.		
City	El Paso	State	TX
Zip	79925		

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



Merchant Services 8181 Communication Pkwy, Bldg A, Floor 03, Plano, TX, 75024 chase.com/merchantservices
Toll Free Phone (866) 428-4962 CPS-Merchant_Services@chase.com

U.S. and Canadian New Division Boarding Form

Note: This is an interactive form that will render based on selections within the document. Please fill out completely (top to bottom) before printing and signing.

Company ID # 392222	Company Legal Name GENFARE, A DIVISION OF SPX CORPORATION	Projected Live Date
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1. Company Information

Transactions processed for this new set up request belong to:

- Merchant whose company legal name is represented above An Additional Company whose legal name is...

City of El Paso and is a
GOVERNMENT of the merchant noted above.

On behalf of... GENFARE, A DIVISION OF SPX CO
Company Legal Name

1b. Taxpayer ID (W-9 required if new U.S. entity and/or taxpayer ID. W-8 required for Canadian entities)

Transaction Division's Taxpayer ID 74-6000749	Legal Entity Name City of El Paso
Are you tax exempt under Internal Revenue Code Section 501(c)(3)? (Required for US clients only)	<input checked="" type="radio"/> Yes <input type="radio"/> No

1c. 1099K Contact Information (Required for new U.S. Taxpayer ID's)

1099K Contact Name (Contact to receive 1099K supplied on W-9) Sasho Andonoski	E-mail Address sandonoskis@elpasotexas.gov
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2. Report Center and Transaction History Contacts

Item	Name	E-mail	Phone #	Address	City	State/Prov	Zip/Postal Code	Country	
1	Vicky Tuan	vicky.tuan@spx.com	(847) 758-4553	800 Arthur Ave	Elk Grove Village	IL	60007	USA	X
Select access required: <input type="radio"/> Transaction History <input type="radio"/> Report Center <input checked="" type="radio"/> Both Existing User ID:									
2	Jacqueline Maestas Maestas	elpasotexas.gov	915-212-3333	10151 Montana Ave.	El Paso	TX	79905	USA	X
Select access required: <input type="radio"/> Transaction History <input type="radio"/> Report Center <input type="radio"/> Both Existing User ID:									

Add User

3. Chargeback Contacts

IQA (Manager/Supervisor - one who assigns work to MCA)
MRQA (Manager/Supervisor - one who assigns work to MRA)
Note: This is the contact that will receive any documents that need to be mailed and/or faxed.

Item	Name	E-mail	Phone #	Address	City	State/Prov	Zip/Postal Code	Country	
------	------	--------	---------	---------	------	------------	-----------------	---------	--

1	Jacqueline Maestas	Maestasjx@elpasotexas.gov	915-212-3333	10151 Montana Ave.	El Paso	TX	79925	USA	X
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Does this User require access to: Report Center

Click here to add or copy line item from this table

Click here to copy line items from section 2 - Report Center

MCA (Merchant Chargeback Analyst - one who works the chargebacks)
MRA (Merchant Retrieval Analyst - one who works the retrievals)

Item	Name	E-mail	Phone #	Address	City	State/Prov	Zip/Postal Code	Country	
1	Jacqueline Maestas	Maestasjx@elpasotexas.gov	915-212-3333	10151 Montana Ave.	El Paso	TX	79925	USA	X

Does this User require access to: Report Center

Click here to add or copy line item from this table

Click here to copy line items from section 2 - Report Center

4. Bank Account Information

Existing Bank Account Information

Will you be depositing funds into an existing Funds Transfer Instruction (FTI)?

No

Is this a bank account we are currently funding?

No

New Bank Account Information

SETTLEMENT CURRENCY
(In which we will fund to you)

USD (US Dollar)

COUNTRY WHERE BANK ACCOUNT RESIDES

US

Canada

International

Section A: U.S. Bank Account Information

ACH

ABA #

[Redacted ABA #]

Division is located outside of the U.S. or Canada and is settling funds in USD and will be the method of transfer as a default

Bank Account #

[Redacted Bank Account #]

Bank Account Name

City of El Paso - Sun Metro TVM credit cards

Financial Institution Name

Wells Fargo Bank NA

City
Dallas

State/Prov
TX

Zip/Postal Code
75202

Country
USA

Checking Savings

Note: If this request relates to an account not held at JPMorgan Chase Bank, please attach an original voided check (starter checks are not accepted) or a bank letter of verification. JPMorgan Chase bank accounts do not require validation documentation.

ACH Debit Allowed - Your bank account must support ACH debit. If not, you must provide this Chase ACH debit block # to your bank - 1020401225

5. Business Unit (if different from division name)

Parent Business Unit Name (if applicable)

Parent Business Unit # (if applicable)

Business Unit Name

Business Unit #

Do you own product at time of sale?	<input type="radio"/> Yes <input checked="" type="radio"/> No	Fulfillment Service Bureau	
Do you provide customer orders at time sale?	<input type="radio"/> Yes <input checked="" type="radio"/> No	Fulfillment Contact	Phone #
Do you drop ship the product?	<input type="radio"/> Yes <input checked="" type="radio"/> No		
When will you charge for an order?	Bill on Order		

7. Products and Services

<input type="checkbox"/> Account Updater			
<input type="checkbox"/> MC SecureCode			
<input type="checkbox"/> MCID - MasterCard Assigned ID			
<input type="checkbox"/> Authorization Recycling			

8. Methods of Payment Note: You must make a selection in Section 4 for this section to populate.

Please indicate if you will be using any of the following card type/methods of payment. Please note that some of these services may require an additional contract amendment pricing and/or information if you currently do not have the service.

<input checked="" type="checkbox"/> Visa	<input checked="" type="checkbox"/> MasterCard	<input checked="" type="checkbox"/> Discover (settled)	<input checked="" type="checkbox"/> Discover Diners	<input type="checkbox"/> JCB	As a default Discover (settled), Discover Diners and JCB will be enabled whenever Visa and MC are enabled.
<input type="checkbox"/> Discover (conveyed)					Discover SE#
<input type="checkbox"/> American Express Opt Blue	(Enabled for those merchants who have Opted in and meet the qualifications (U.S. only))				
<input type="checkbox"/> American Express (conveyed)	Service Establishment # (SE#)				
<input type="checkbox"/> PINless Debit (non Retail)					
<input checked="" type="checkbox"/> PIN Based Debit (Retail)	Division will be setup with the following network vendors (Pulse, NYCE, STAR, Interlink, Maestro, ACCEL, Jeanie, AFFN and CU24)				
<input type="checkbox"/> Electronic Check Processing					


9. Processing Methods

Who will be submitting transactions to Chase Merchant Services and what product will they be using?

<u>Presenter Submitter Name</u> GENFARE, A DIVISION OF SPX CORPORATION	<u>Submitter # (SU)</u> 737833	<u>Presenter ID # (PID)</u>	
<input checked="" type="checkbox"/> NetConnect Batch and/or Online Authorization	<input type="checkbox"/> Orbital Payment Gateway	<input type="checkbox"/> Online POS Terminal (OPT)	
<input type="checkbox"/> Using NetConnect Batch for connectivity		<input type="checkbox"/> Using NetConnect Online Authorization for connectivity	
<u>NetConnect Contact Name</u> Vicky Tuan	<u>User ID (created if not supplied)</u> SPXGENFARE01	<u>E-mail Address</u> vicky.tuan@spx.com	<u>Phone #</u> (847) 758-4553

10. Terminal , Software and PIN Based Debit (please select what you will be utilizing)

<input checked="" type="checkbox"/> Point-of-sale Software (VAR)	<input type="checkbox"/> Equipment/Terminal	<input type="checkbox"/> PIN Pad (Retail Only)
<u>Point-of-Sale Information</u>		

Point-of-Sale Information			
Point-of-Sale Software Name DataCap	Communication Method NetConnect	Capture Type (default is HOST Capture where available) Host Capture	Where is software hosted? Division Location
Shipping Details Note: Please ensure a ship to contact will be available to accept shipment (default will be store manager)			
Contact Name		E-mail Address	
Address		Phone #	
City	State/Prov	Zip/Postal Code	Country
Kits and Imprinters			
Overlay, Quick Reference Guide, etc. No	Sales Drafts, Credit Drafts, etc. No	Imprinter Plate No	Imprinter (default is None) None
11. Signature			
Print Name Anthony DeKeyzer		Title Director of Mass Transit	
I represent and warrant: (a) I am duly authorized by Merchant to submit the information provided herein and execute this document on behalf of Merchant; (b) I am duly authorized to provide the banking information set forth herein for the purposes outlined, including the transfer of funds; (c) I am duly authorized to grant access to the information contained and outlined herein to all contacts listed throughout the document; and (d) all information provided herein on behalf of Merchant is true and accurate.			
Signature 		Date July 28, 2023	
Signer's name must be a company Executive or Financial Contact.			
**In order for us to settle funds in accordance with the banking details supplied herein, you are responsible for providing true, accurate, current and complete information regarding your banking details, and we are not responsible for errors or omissions in the information that you provide. In the event that any banking details provided by you are incomplete, not current, or inaccurate, you agree that we may request, obtain and use credit or any other reports/information from third party sources to complete such banking details necessary for us to settle funds with you. You further agree that we are not responsible and shall not be liable in any way for any delay or failure to settle funds with you or for any error in your settlement account if the banking details/information provided by you or by third party sources is false, incomplete, not current or inaccurate.			

Celena Sytz, Chief Transit Officer 7-31-2023



Government & Institutional Banking
1445 Ross Avenue
Suite 4300
Dallas, TX 75202

August 3, 2023

To Whom It May Concern:

Please accept this letter as confirmation of the City of El Paso's account with Wells Fargo Bank N.A.

The account information is as follows:

Name on the Account:	City of El Paso Sun Metro TVM Credit Cards
Bank Routing Number (ACH/wires):	121000248
Account Number:	4972777163
Account Type:	Checking Account
Bank Address	420 Montgomery Street San Francisco, CA 94104 United States

If you have any questions, please feel free to contact me at the number below.

Sincerely,

Nicholas London
Relationship Manager
Sr. Vice President
(469) 498-6587

