

**GATEWAY SERVICES AND PRICING AMENDMENT TO  
MERCHANT PROCESSING AGREEMENT**

This Amendment to the Merchant Processing Agreement ("Amendment") entered into as of December 5, 2018 ("Amendment Effective Date") and is by and among Merrick Bank Corporation, a Utah industrial banking corporation ("Member Bank"), Automated Merchant Systems, Inc. ("AMS") and the government entity signing below (the "Merchant"), and amends that certain Merchant Processing Agreement dated as of December 18, 2014 to include the Gateway Services and Pricing program (the "Program") and all parties (Member Bank or its predecessor-in-interest, AMS and Merchant) are in agreement. Member Bank, AMS and the Merchant agree the Program contained in this Amendment shall supersede and prevail over any contradictory or inconsistent terms and conditions contained in the Agreement, as amended from time to time, and agree further that all capitalized terms used, but not otherwise defined herein, shall have the meanings assigned thereto in the Agreement. Once the Program is implemented, the following Gateway Service Fees Schedule is in addition to the original Fee Schedule:

**PCI Compliant Internet Gateway Third Party Costs**

Gateway	Setup Fee	* Monthly Fee	* Per Transaction	* Threshold
Authorize.net	\$ 100.00	\$ 20.00	\$ 0.10	0

\* *Monthly Fee*: includes standard features, adding features may increase the monthly fee.

\* *Per Transaction Fee* only applies after transaction *Threshold* exceeded per month.

\* *TNSI Synapse* allows supported wireless terminals to connect using GPRS / CDMA modems.

The following section of the Merchant Processing Agreement Terms and Conditions is hereby modified as follows:

- 1. Services.** Member Bank and ISO agree to provide you, at your U.S. locations identified by you and submitted for approval, transaction gateway, processing and/or settlement services (the "Services") in accordance with the terms and conditions of this Agreement. You agree to use Member Bank to sponsor, clear and settle all of your Card transactions. You will be responsible for the installation, servicing and maintenance of the point-of-sale devices and related equipment at your facilities and will likewise be responsible for the connection of those devices to the Services in compliance with ISO's requirements. ISO hereby grants to you a limited, non-exclusive, non-transferable, revocable, royalty free right, during the Term, to use the Services, subject to the restrictions herein and any other restrictions communicated by ISO to you, solely for your internal use. ISO and its suppliers shall retain title and all ownership rights to the Services and this Agreement shall not be construed in any manner as transferring any rights of ownership or license to the Services or to the features or information therein, except as specifically stated herein. ISO is providing you with information concerning the technical requirements for allowing the Services to send and receive electronic transaction data for authorization and/or settlement from and to ISO. To utilize the Services, you must: (i) provide for your own access to the internet and pay any fees associated with such access, and (ii) provide all equipment necessary for you to make such connection to the internet, including a computer, modem and web browser. If you elect to receive transaction gateway services or certain other services from ISO, you may receive a password when registering for such services. Upon approval, that password will allow you access to those Services. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to immediately notify ISO of any unauthorized use of your password or account or any other breach of security. You shall not: (A) decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer the Services; (B) circumvent any technological measure that controls access to the Services; or (C) use the Services other than pursuant to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives.

**Automated Merchant Systems, Inc.**

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

Title: President

**City of Margate**

\_\_\_\_\_  
Anthony N. Caggiano, Mayor

\_\_\_ day of \_\_\_\_\_, 2018

ATTEST:

\_\_\_\_\_  
Joseph J. Kavanagh, City Clerk

\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Samuel A. May, City Manager

\_\_\_ day of \_\_\_\_\_, 2018

APPROVED AS TO FORM:

\_\_\_\_\_  
James A. Cherof, Interim City Attorney  
Firm of Goren, Cherof, Doody & Ezrol, P.A.

\_\_\_ day of \_\_\_\_\_, 2018