



**JOINDER TO PAYMENT DEVICE PROCESSING AGREEMENT**

This Joinder to the Payment Device Processing Agreement ("Joinder") is entered into as of the Joinder Effective Date by and among the entity identified below (together with any affiliated entities listed on Exhibit B hereto, the "Joinder Merchant"), the Commonwealth of Virginia, Department of Treasury ("Merchant"), Elavon, Inc. ("Elavon"), and Member. Upon execution of this Joinder, the entity identified below is hereby added as a Merchant to the Payment Device Processing Agreement between the Commonwealth of Virginia, Department of the Treasury, Elavon and Member dated February 1, 2010, including the TOS, MOG, any Schedules, attachments, exhibits addenda, amendments, or additions (the "Agreement"), for the Processing Services selected below. Joinder Merchant acknowledges that it has received and reviewed a true and correct copy of the Agreement. The Commonwealth of Virginia, Department of Treasury, hereby consents to the addition of Joinder Merchant to the Agreement, and affirms that Joinder Merchant is a State Agency or Institution of the Commonwealth.

By executing this Joinder, the Joinder Merchant hereby acknowledges and agrees that it will be responsible for all obligations of a Merchant outlined in the Agreement, including but not limited to: (i) payment of Chargebacks, returns, adjustments, fees, fines, penalties, assessments from the Payment Networks and other payments due under the Agreement; (ii) compliance with all Laws (including privacy laws) and Payment Network Regulations, including the requirements of the Payment Card Industry Data Security Standard and all associated audits; (iii) responsibility for disputes with any Customers, Cardholders or third parties relating to any Transaction or any breach by Joinder Merchant of any obligation under the Agreement; (iv) monitoring its Transactions for fraudulent or other suspicious activity; (v) responsibility for Joinder Merchant's Value Added Services; (vi) any Data Incident, where Joinder Merchant knows or suspects that Cardholder Data, Customer information, or Transaction information has been accessed or used without authorization from Joinder Merchant, its agents or systems with Joinder Merchant's or its agent's control; and (vii) confidentiality of Cardholder, Transaction and password information.

Joinder Merchant has selected the Processing Services it wishes to receive pursuant to the Agreement as follows:

Payment Device Processing Services Available to Merchants Generally (check desired Processing Services):

- TOS, General Provisions and the MOG
- Schedule A, Schedule of Fees
- Credit Card Services
- Debit Card (signature-based) Services
- Debit Card (PIN-based) Services
  - Bill Payment (Pinless Debit) Services
- Convenience Fee Services – Merchant-collected
- DCC Services
- Wireless Services
- Contactless Services
- Schedule D, Electronic Gift Card Services
- Schedule E, Electronic Check Services (make selections below)
- Schedule I, Processing Services for Government Entities and Institutions

Elavon Fee Collection Model (check one):

- Direct Debit
- Compensating Balances (when available)
- Monthly Net Settlement
- Invoice
- Assessment of Government/Public Institution Service Fees (GPISF) (enrollment form required if checked)

- Electronic Check Services General Requirements and the ECS MOG

Processing Options (check desired options):

- POP (Point of Purchase entries)
- BOC (Back Office Conversion entries)
- ARC (Account Receivable Conversion entries)
- WEB (Internet-initiated entries)
- TEL (Telephone-initiated entries)
- PPD (Prearranged Payment and Deposit entries)

Image Options (check one):

- POS with Image
- Cash Office Image (COI)
- Centralized/Enterprise Image (CI)
- Outsourced Image (OI)

[ECS Selections continued on next page]



Delivery Method (check one):

- Visa Online
- EnCircle Online
- Visa Batch
- EnCircle Batch
- Elavon Batch

Service Levels (check one unless combination service is desired):

- Conversion with Guarantee
- Conversion with Verification and Collections\*
- Conversion Only with Collections\*
- Conversion with Verification
- Conversion Only

\*A separate collections agreement is required. Collections service not available for use with WEB, TEL or PPD Transactions.

- Schedule E-1, ECS Additional Services Supplement (complete Schedule E-1 if any items below checked)
  - Exhibit A to Schedule E-1, Fees for Additional ECS Services
  - Exhibit B to Schedule E-1, Hold Check Agreement

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

IN WITNESS WHEREOF, the parties hereto have executed this Joinder to the Agreement.

**JOINDER MERCHANT**

\_\_\_\_\_  
on behalf of itself and each of the affiliated entities identified on Exhibit B

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COMMONWEALTH OF VIRGINIA,  
DEPARTMENT OF TREASURY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ELAVON, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
("Joinder Effective Date")

**MEMBER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



(Commonwealth of Virginia) STATE AGENCY & INSTITUTION JOINDER TO AGREEMENT dtd 01.29.10 FINAL

**EXHIBIT A TO JOINDER**  
**SCHEDULE A, SCHEDULE OF FEES**

[Separately provided]



**EXHIBIT B TO JOINDER  
AFFILIATED ENTITIES OF JOINDER MERCHANT**

Check one: Joinder Merchant is a \_\_\_\_\_ (insert state)  Corporation  LLC  LP  
 Other \_\_\_\_\_

Check one:

Joinder Merchant named on page 1 only, and all locations will operate under Federal Tax ID Number \_\_\_\_\_

Joinder Merchant named on page 1, with Federal Tax ID Number \_\_\_\_\_ and the following affiliate(s):

Name	Tax ID Number
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**JOINDER MERCHANT, on behalf of itself and each of the affiliated entities identified above:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COMMONWEALTH OF VIRGINIA,  
DEPARTMENT OF TREASURY**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ELAVON, INC.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Schedule B "Effective Date")

**MEMBER**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_