



4-11-2017

San Rafael Elementary School District merchant services proposal for Orbis Payment Services

Orbis works on Interchange Pass-Thru (wholesale cost of Visa/MC/Disc/AM-EX). These rates are fixed by them and we have no control over the rates per card. What rates we do control are as follows:

- 1) Discount rate of .20% (\$2.00 per \$1000.00)
- 2) Transaction Fee of \$0.09 per transaction
- 3) \$15.00 Monthly Service Fee
- 4) \$6.95 Breach Protection (covers up to \$100,000.00 per annum for fraud)
- 5) PCI Compliance annual Fee (required by Payment Card Industry (PCI) \$89.00

Example: volume for the month is \$15,000.00 with 200 transactions, swiped. The cards were 25% Visa Rewards, 25% MC Merit 1 Enhanced, 25% regulated Debit and 25% non-regulated Debit.

The Interchange rates would be:

$\$3750.00 \times 1.78\%$ (rewards) + $\$0.10 \times 50$ transaction would be $\$66.75 + \$5.00 = \$71.50$.

$\$3750.00 \times 2.10\%$ (Merit 1 Enhanced) + $\$0.10 \times 50$ trans would be $\$78.75 + \$5.00 = \$83.75$

$\$3750.00 \times 1.18\%$ (non-regulated debit) + $\$0.15 \times 50$ trans would be $\$44.25 + \$7.50 = \$51.75$

$\$3750.00 \times 0.18$ (regulated debit) + $\$0.22 \times 50$ trans would be $\$6.75 + \$11.00 = \$17.75$

Above Interchange \$224.75 plus other fees would bring to approx. **\$250.00**

ORBIS Fees would be : $.20\% \times 15,000.00 = \30.00 ; $\$0.09 \times 100$ trans = $\$18.00$; $\$15.00$ service plus $\$6.95$ Breach protection; $\$7.42$ PCI Compliance fee brings Orbis to **\$77.17**

TOTAL FEES ON \$15,000.00 = \$327.17 This is effective rate of 2.18% versus SQUARE of 2.75%

Schedule 'A' to Merchant Application and Agreement

Pricing Plan: Interchange Pass-Through

Discount Frequency: Settlement (Monthly)

Debit Network Interchange Pass-Through: _____

Pricing Method: _____

Targeted Interchange Qualification: VISA: _____

MC: _____

DISC: _____

DISCOUNT FEES

Card Type	Discount Rate	Trans Fee	Auth Fee
MasterCard Credit	<u>.20</u> (800, 801)	_____ (001, 002)	<u>\$.09</u> (030, 031, 032, 033, 034, 03V)
MasterCard Check Card	<u>.20</u> (850, 851)	_____ (130, 131)	_____
Visa Credit	<u>.20</u> (804, 805)	_____ (005, 006)	<u>\$.09</u> (040, 041, 042, 043, 044, 04V)
Visa Check Card	<u>.20</u> (854, 855)	_____ (134, 135)	_____
Discover Credit	<u>.20</u> (170, 171)	_____ (015, 016)	<u>\$.09</u> (070, 071, 072, 073, 074, 07V)
Discover Check Card	<u>.20</u> (964, 965)	_____ (787, 788)	_____
Voyager Fleet Card	_____ (844, 845)	_____ (00W, 00X)	<u>\$.09</u> (00C, 00I, 00V, 00O, 001, 003)
American Express	<u>.30%</u> (164)	<u>\$.03</u> (013, 014)	<u>\$.06</u> <input type="checkbox"/> (10P-Q&K Platforms <input type="checkbox"/> (060,061,062,063,064,06V) - Sys S
Wright Express Fleet Card	_____	_____ (00U)	_____ (080, 081, 0D4, 08V, 0DX, 0DY, 0DZ)
PIN-based Debit	_____	_____ (018)	_____
Electronic Benefits Transfer (EBT)	_____	_____ (029)	_____ (18E)
Discover Assessment	_____	<u>.0013</u> (6AC)	_____
MasterCard Assessment Fee <\$1K IPT/Flat Rate	_____	_____ (242)	_____
Visa Assessment (Credit) IPT/Flat Rate	_____	_____ (27K)	_____
Visa Assessment (Debit) IPT/Flat Rate	_____	<u>PThru</u> (244)	_____
MC Assessment Tran. Amt >= \$1K	_____	<u>\$.02</u> (26C)	_____
MasterCard, Visa & Discover Interchange Fee	_____	_____ (550, 560, 529)	_____
American Express Program Pricing	_____	_____ (57B)	_____
American Express Network Fee of .15% (286) (American Express has Program Pricing and not Interchange and are subject to change)	_____	_____	_____

The discount rate and trans fee for Check Cards will be billed at the same amounts as Credit Cards unless a different amount is listed.

OTHER SERVICE FEES

Service	Fee	Freq*	Service	Fee	Freq*
Account Set-Up	_____	1 (339)	MC License Per Item Fee	<u>PassThru</u>	P (01C)
ACH Reject Fee	<u>\$25.00</u>	P (401)	MC License Volume Fee	<u>.0041%</u>	(818)
Amex Other Item Rate (for OnePoint Additional Locations only)	_____	P (164)	MC CVC 2 Fee	_____	P (11M)
Annual Membership	_____	A (294)	MC Digital Enablement Fee	_____	P (24E)
Batch Settlement	_____	P (227)	Visa APF Fee	<u>\$.0195</u>	P (04H)
Chargeback Processing	<u>\$20.00</u>	P (205, 725, 20L)	Visa Misuse Fee	<u>\$.045</u>	P (04G)
Cross Border Fee - Non-USD	<u>.8%</u>	P (606)	Internet Service Fee	_____	M (394)
Cross Border Fee - US	<u>.4%</u>	P (605)	Internet Setup Fee	_____	1 (30R)
Discover Data Usage Fee	<u>.0185</u>	P (22E)	Zero Limit Fee	<u>\$.10</u>	P (04I)
Discover Int'l Processing Fee	<u>.4%</u>	P (22G)	Acquirer Processing Fee Debit	<u>\$.0155</u>	P (04J)
Discover Int'l Service Fee	<u>.55%</u>	P (22H)	Visa Processing Integrity Fee	<u>\$.10</u>	P (238)
Discover Network Auth Fee	_____	P (08C)	Visa Network Fee CP	<u>PassThru</u>	P (NF1)
Global Gateway Wazzu Gateway Fee	_____	M (455)	Visa Network Fee CNP	<u>PassThru</u>	P (NF2)
Help Desk Fee	_____	M (388)	Visa International Fee	<u>.4%</u>	P (22A)
Minimum Monthly Discount	<u>\$25.00</u>	M (954, 202)	Visa International Cash Advance	<u>.4%</u>	P (22B)
Monthly Maintenance Fee	<u>\$15.00</u>	M (354)	Visa Zero AMT & AVS Fee	<u>\$.025</u>	P (10X)
Monthly Report Fee	_____	M (391)	Visa Zero AMT Fee	<u>\$.025</u>	P (10Y)
Monthly Service / Support	_____	M (329)	Visa Partial Auth Fee	<u>\$.10</u>	P (12D)
POS Equipment Billing	_____	M (382)	Wireless Monthly Services/Support	_____	M (472)
Statement	_____	M (323)	Apriva Activation Fee (P/TID x Qty = Fee)	_____	P (60I)
Retrieval	<u>\$10.00</u>	P (262)	Apriva Monthly Access Fee (P/TID x Qty = Mo. Fee)	_____	M (60J)
MC NABU Fee	<u>.0195</u>	P (60M, 084)	TransArmor Monthly Fee	_____	M (30L)
MC CNP AVS Fee	<u>.0075</u>	P (10Z)	TransArmor Minimum Monthly Fee	_____	M (959)
MC Acquirer AVS Billing	<u>.005</u>	P (0FB)	TransArmor Token & Encryption	_____	P (12E)
MC LLS Acct Status Inquiry Service Interregional Fee	<u>\$.03</u>	P (11G)	TransArmor Token Only	_____	P (12G)
MC LLS Acct Status Inquiry Service Intraregional Fee	<u>\$.025</u>	P (11H)	TransArmor Token Registration	_____	P (12H)
MC Processing Integrity Fee	<u>\$.055</u>	P (04F)	Clover & TransArmor Services Fee (Mo. per Station x Qty = Total Mo. Fee)	_____	M (25T)

Frequency: 1 = One Time Charge A = Annual Charge M = Monthly Charge P = Per Occurrence Charge

FDSISOOB1711(a)

FDS Holdings, Inc. is a registered ISO of Wells Fargo Bank, N.A., Walnut Creek, CA

ScheduleAIPTOB1802(1a)

Schedule 'A' to Merchant Application and Agreement (cont'd)

OTHER SERVICE FEES (CON'T)

Service	Fee	Freq*	Service	Fee	Freq*
WEX Chargeback Fee	20.00	P (29H)	TIN/TFN Blank or Invalid Fee		P (181)
FD Mobile Pay Set Up Fee		1 (62S)	Data File Manager Setup Fee		1 (27A)
FD Mobile Pay Monthly Fee		M (32Y)	Data File Manager Monthly Fee		M (27B)
Global Gateway e4 per Trans. Fee		P (0FC)	Run Now File Over 8 GB-DFM		M (27C)
Global Gateway e4 Monthly Fee		M (40A)	Statement SpendTrend Fee		M (22T)
Global Gateway e4 Setup Fee		1 (40B)	NYCE File Fee		P (180)
Perka Solutions Fee		M (206)	Early Termination Fee		1
<small>(For the Perka Solution, you will be provided with registration instructions and will be asked to electronically agree to Perka Inc.'s terms and conditions.)</small>			Other: _____		()
Regulatory Prod. Fee		M (35I)	Other: _____		()

AUTH FEES

Service	Fee	Service	Fee
Internet Authorizations	\$0.09 (03R, 04R, 06I, 07I)	Wireless Auth/Trans Fee	.105 (434)
Voice / VRU	\$0.75 (035, 036, 037, 045, 046, 047, 065, 066, 067, 075, 076, 077)	Connectivity Fee	\$0.0015 (03Z)
Voice Auth Issuer Referral	\$2.00 (03Y, 04Y, 06Y, 07Y)		\$0.0025 (04Z)
Electronic AVS	\$0.01 (405, 406, 407, 408, 435)	Other: Breach Protection	\$6.95 ()
Voice AVS	\$2.00 (039, 049, 069, 079)	Other: _____	()

AMERICAN EXPRESS ONEPOINT (570) (FOR ADDITIONAL LOCATIONS ONLY)

	Rate	Per Item		Rate	Per Item
<input type="checkbox"/> Retail**	_____ %	\$ _____	<input type="checkbox"/> Healthcare –		
<input type="checkbox"/> Restaurant**	_____ %	\$ _____	Office Based Doctors/Dentists	_____ %	
<input type="checkbox"/> Fast Food Restaurant	_____ %		<input type="checkbox"/> TeleCommunications	_____ %	
<input type="checkbox"/> Mail Order & Internet	_____ %		<input type="checkbox"/> TeleCommunications –		
<input type="checkbox"/> Supermarkets	_____ %		Cable/Computer Network	_____ %	
<input type="checkbox"/> Other Transportation	_____ %		<input type="checkbox"/> Independent Gas Station	_____ %	
<input type="checkbox"/> Lodging	_____ %		<input type="checkbox"/> B2B	_____ %	\$ _____
<input type="checkbox"/> Services, Wholesale & All Other	_____ %	\$ _____	<input type="checkbox"/> PrePaid	_____ %	\$ _____
<input type="checkbox"/> Education	_____ %		<input type="checkbox"/> Travel Agencies/Tour Operators**	_____ %	\$ _____
			<input type="checkbox"/> _____	_____ %	\$ _____

**0.30% downgrade will be charged by American Express for transactions whenever a CNP or Card Not Present Charge occurs, including Prepaid Cards. CNP means a Charge for which the Card is not presented at the point of purchase (e.g., Charges by mail, telephone, fax or the Internet). Note: The CNP Fee is applicable to transactions made on all American Express Cards, including Prepaid Cards for Retail, Restaurant, and Travel Agencies/Tour Operators key-entered programs.

An Inbound fee of .40% will be applied to any charge made using a card, including Prepaid Cards, issued by an issuer located outside of the United States (the United States does not include Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions) except MCC 7032, 8211, 8351, and 8220 card transactions.

Add'l Comments/Special Instructions:

Merchant DBA Name: San Rafael Elementary School District

Merchant Signature: D. J. Morgan Date: 4-26-17

MERCHANT PROCESSING APPLICATION AND AGREEMENT
PARTIES AND SERVICES

Merchant #: _____ ISO Name: _____
 Agent #: _____ Sales Rep Name: _____ Loc. 1 of _____

LOCATION INFORMATION

Store/DBA Name: San Rafael City Elementary School Dist Store #: _____
 *MCC Description: _____
 Product/ Services Sold: Public School - Selling transportation service Developer Fees
*If your business is classified as High Risk and assigned (or is later assigned based upon your business activity) any of the following Merchant Category Codes (MCC): 5966, 5967, and 7841, then registration is required with Visa and/or MasterCard within 30 days from when your account becomes active. An Annual Registration Fee of \$500 may apply for Visa and/or MasterCard (total registration fees could be \$1,000.00). Failure to register could result in fines in excess of \$10,000.00 for violating Visa and/or MasterCard regulations.
 *Registration for MCC 7841 is only required for non-face-to-face adult content
 *Information herein, including applicable MCCs, is subject to change

LOCATION/CONTACT INFORMATION

First/Last Name: Jeff Lippstreu Chris Posedel
 Street Address: 310 Nova Albion Way
 City: San Rafael State: CA Zip: 94903
 Country: 415-491-6493
 Business Phone: (415) 492-3239 Cust. Svc. Phone: _____
 Fax Type: _____ Fax #: _____
 Mobile #: C Posedel Pager #: _____
 E-Mail: lippstreu@srcs.org

SALES INFORMATION

Visa/MasterCard Volume Percent: Swiped _____% Keyed _____%
 Discover® Volume Percent: Swiped _____% Keyed _____%
 American Express Volume Percent: Swiped _____% Keyed _____%
 American Express OnePoint Percent: Swiped _____% Keyed _____%
 (Additional Locations only)
 Bankcard Sales %: Hand Keyed _____% Face to Face _____% POS _____%
 Mail/Phone _____% Internet _____% Tradeshow _____%
 Total Cash/Credit: \$ 50,000 Average MC/Visa Ticket: 2000
 Total Annual MC/Visa Volume: \$ 40,000 Average Discover® Ticket: \$ _____
 Total Annual Discover® Volume: \$ _____ Average American Express Ticket: \$ _____
 Total Annual American Express Vol.: \$ _____ Average American Express OnePoint Ticket: \$ _____
 (Additional Locations only) Highest Ticket: \$ 15000

CORPORATE INFORMATION

Client's Corp./Legal Name: San Rafael City Elementary School District
 (Also for Headquarter's Info. and if different then DBA)
 Same as DBA Name

CORPORATE CONTACT INFORMATION

Same as Location or:
 First/Last Name: Jeff Lippstreu Chris Posedel
 Street Address: 310 Nova Albion Way
 City: San Rafael State: CA Zip: 94903
 Country: 415-491-6493
 Business Phone: (415) 492-3239 Fax #: _____
 Mobile #: _____ Pager #: _____
 Organization Type: Association Individual/Sole Proprietor
 Estate/Trust International LLC / Corp. (LLP/LLC)
 Public Corporation Private Corporation
 Government Tax Exempt
 Other: _____

State Incorporated: CA
 Date Business Acquired: _____
 SS #: _____

of Employees: 400

NOTE: Failure to provide accurate information may result in a withholding of Client funding per IRS regulations
 (See Part IV, A.4. of your Program Guide for further information.)
 Name (as it appears on your income tax return)
San Rafael City Elementary School District
 Federal Tax ID#: (as it appears on your income tax return)
68-0194365
 I certify that I am a foreign entity/nonresident alien.
 (If checked, please attach IRS Form W-8.)

PRIMARY OWNER

First/Middle/Last Name: Douglas Marguand
 Title: Assist Superintendent of Business Services
 SSN: _____ Date of Birth: _____ % Ownership: 0

RESIDENCE INFORMATION

Phone #: _____ Fax #: _____
 Mobile #: _____ Pager #: _____
 Street Address: _____
 City: _____ State: _____ Zip: _____

SECONDARY OWNER

First/Middle/Last Name: _____
 Title: _____
 SSN: _____ Date of Birth: _____ % Ownership: _____

RESIDENCE INFORMATION

Phone #: _____ Fax #: _____
 Mobile #: _____ Pager #: _____
 Street Address: _____
 City: _____ State: _____ Zip: _____

BANKING INFORMATION

Contact Name: Janet Hayward Phone #: (415) 472-8156
 Institution Name: Bank of Marin Account Type: checking
 ABA #: 12114187 DDA #: 03325743

TOTAL SALES

Business to Business % Business to Consumer 100 %

BANKCARD SALES

Business to Business % Business to Consumer 100 %

ORDER DELIVERY

0-7 days % 8-14 days % 15-30 days % 30+ days %

MasterCard/Visa/Discover/American Express/American Express OnePoint Sales deposited: Date of Order Date of Delivery Other

Explanation: _____

Who fulfills orders: _____

Description: _____

MODE OF ADVERTISING

Catalog Phone TV/Radio Internet Brochure/Directory

Newspaper/Magazine Other: _____

LANDLORD

Own Rent Renting Since: _____ Lease expires: _____

Contact Name: _____

Phone #: _____

ORDER FULFILLMENT VENDOR

Company Name: _____

Contact Name: _____

Phone #: _____ City: _____ State: _____ Zip: _____

ENCLOSURES

Financial Statements Brochure/Directory Government Form (required if Gov't Contract)

Web Page or URL _____

Use third party to store, process, transmit Cardholder data? Yes No

Name: _____

Address: _____

Software Used: _____

TRADE REFERENCES

Company Name: _____ Street Address: _____

Phone #: _____ City: _____ State: _____ Zip: _____

Product/Services: _____

MAIL CARD STATEMENTS / DOCUMENTS

Statement Recap Information: (check one) 01 = Outlet 02 = Stmt to Bill To/No Recap 07 = Suppress Stmt (No Stmt) 08 = Produce Recap, No Stmt

09 = Bill to Address/Stmt and Recap 10 = Recap to Bill To/Stmt to Outlet

Statement Type: (check one) Detail Summary Statement Delivery Method: (check one) E-Mail Online Print and Mail

Statement E-Mail Address: _____

Head Office/Bill To Name: _____ First/Last Contact Name: _____

Address: _____ City: _____ State: _____ Zip: _____ Phone: _____

ON YOUR BUSINESS ACCOUNT CHECKING STATEMENT ROLLUP: (check one)

0 = Each Transfer 1 = Debt/Credit Grouped (By Category) 2 = Net Transfer Amount Only 3 = Net Transfer EOM Fee Combined

SITE SURVEY

Visit Performed? Yes No

Zone: _____ Location: _____

Location Description: _____

Seasonal Merchant? Yes No Start Month: _____ End Month: _____

Floors in Building: _____ Floor(s) Occupied: _____

Who occupies Other Floor? _____

Fire Safety Act

Advertising Name Displayed: Store Front Door Window

Approximate Sq. Footage: _____ # of Registers: _____

Proper License Displayed

RETURN POLICY

Exchange Only Refund Cardholder None

PREVIOUS PROCESSOR

Previous Processor: _____

Previous Merchant #: _____

Reason for Leaving: _____

Other: _____

ENTITLEMENTS

MC/Visa/Discover Network Full Processing (Discover Network systems and rules will process and govern JCB, Diners Club International, and BC Card Transactions.)

Voyager Fleet* or Existing Voyager Acct #: _____ Annual Voyager Vol.: \$ _____ MC Fleet Wright Express or Existing WEX Acct #: _____

*Tax exempt Voyager Cards accepted: Yes No

American Express American Express OnePoint / Full Service (EDC) (Additional Locations Only) Amex ESA/Pass Through or Existing SE # _____

IATA/ARC: _____ (MCC 4722) American Express Discount Rate _____ % Trans. Fee \$ _____

American Express Prepaid Discount Rate _____ % Trans. Fee \$ _____ Monthly Flat Fee* \$ 7.95

American Express Exp. Cap # _____ Franchise Name: _____

Check one for ESA/Pass Through: Split Dial Single Settle EDC PIP Reverse PIP

Debit Pkg: _____ EBT SNAP / FNS # (XREF): _____ Non Lic. JCB (EDC) Existing SE #: _____

*Monthly Flat fee is only available to merchants with estimated American Express charge volume of less than \$4,999 in any consecutive 12-month period. Merchants that are Internet-Physical Delivery merchants, MOTO, Home-based businesses, are all required to be set up on Monthly Flat Fee (regardless of estimated charge volume). This fee applies to ESA. 0.30% downgrade will be charged by American Express for transactions whenever a CNP or Card Not Present Charge occurs including Prepaid Cards. CNP means a Charge for which the Card is not presented at the point of purchase (e.g., Charges by mail, telephone, fax or the Internet). NOTE: The CNP Fee is applicable to transactions made on all American Express Cards, including Prepaid Cards for Retail, Restaurant, and Travel Agencies/Tour Operators key-entered programs. This Fee applies to OnePoint and ESA. An Inbound fee of 0.40% will be applied on any Charge made using a Card, including Prepaid Cards, issued by an issuer located outside of the United States (the United States does not include Puerto Rico, the U.S. Virgin Islands and other U.S. Territories and possessions) except MCC 7032, 8211, 8220, and 8350 card transactions.

DESCRIBE EQUIPMENT DETAILS

Network: (206) CARDnet* (4000) Nashville (4006) Buypass Omaha Other _____ Specify Security Code: (_____)

Rental • Purchase Customer-Owned Lease (check one)	QTY	IP	Equipment Type (i.e., Terminal/VAR/Internet)	Retail • Restaurant • MOTO/Internet Lodging • Supermarket • Car Rental Quick Service Restaurant • Petr	Model Code and Name	Unit Price w/o Tax	For Customer-Owned Equipment Track / Version / Serial #
R <input checked="" type="checkbox"/> P <input type="checkbox"/> C <input type="checkbox"/> L <input type="checkbox"/>	1	<input type="checkbox"/>	Terminal	Re MOTO/I L S C QSR P	PD 130	\$400	
R <input type="checkbox"/> P <input type="checkbox"/> C <input type="checkbox"/> L <input type="checkbox"/>		<input type="checkbox"/>		R Re MOTO/I L S C QSR P		\$	
R <input type="checkbox"/> P <input type="checkbox"/> C <input type="checkbox"/> L <input type="checkbox"/>		<input type="checkbox"/>		R Re MOTO/I L S C QSR P		\$	

NOTE: Any Special Instructions must be included on About Merchant's Business Page.

DESCRIBE EQUIPMENT DETAILS (cont'd)

Installation/Training: MAG/MIG to Train (receive training via phone, dial 1-800-558-7101 Opt. #1, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 7:00 pm EST)
 Sales Rep. to Train No Merchant Training In-House PACT (Check Training via phone 1-800-366-1054 7:00 am - 6:30 pm CT)
First/Last Contact Name: _____ Contact Phone #: _____ Best Time To Call: _____ am pm
Imprinter
Purchase: Yes No If Yes \$ _____ x Qty: _____ = \$ _____ (w/o Tax) Wireless Provider: GPRS Cingular or Other: _____
Check one: Gateway Solutions Dial Solutions First Data Global Gateway (FDGG) VSAT**** Frame Other: _____ IC Verify Serial # _____
VAR/Internet/Software: Name: _____ (Nashville Only: Product ID # _____ Vendor ID # _____)
NOTE: ****Requires separate agreement between VSAT Provider prior to implementation of this telecommunications protocol.

FDGL LEASING

LEASE COMPANY: (04) First Data Global Leasing Lease Term: _____ Mos. Annual Tax Handling Fee: 10.20
Total Monthly Lease Charge: \$ _____ w/o taxes, late fees, or other charges that may apply -- See Lease Agreement in Program Guide for details.
This is a non-cancelable lease for the full term indicated.

SIGNATURES

Client certifies that all information set forth in this completed Merchant Processing Application and Agreement (MPA) is true. Client acknowledges having received the copy of the MPA, the Program Guide (which includes terms and conditions for each of the services, Operating Procedures, Third Party Agreement(s) and a Confirmation Page (version FDSISO1605) and agrees to be bound by all provisions as printed therein as modified from time to time. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this MPA and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us or our Affiliates from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your MPA is approved based upon contrary information stated in the Sales Information Section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the Third Party Agreement(s) appearing in the Third Party Section of the Program Guide.

For American Express ESA only Merchants: By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize FDS Holdings, Inc. and American Express Travel Related Services Company, Inc. and American Express agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct FDS Holdings, Inc. and American Express and American Express agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at http://www.americanexpress.com/privacy to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-800-528-5200. I understand that in the event I decline to receive marketing communications from American Express, I may continue to receive messages from American Express regarding American Express services. I understand that in the event I decline to receive marketing communications from American Express, I may continue to receive messages from American Express regarding American Express services. I understand that upon American Express' approval of the application, as applicable, the entity will be provided with the Agreement and materials welcoming it either to American Express' program for FDS Holdings, Inc. to perform services for American Express or to American Express' standard Card acceptance program which has different servicing terms (e.g. different speeds of pay). I understand that if the entity does not qualify for the FDS Holdings, Inc. servicing program that the entity may be enrolled in American Express' standard Card acceptance program, and the entity may terminate the Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Agreement.

By signing below, each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this MPA and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the MPA is approved, each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other.

I understand that upon American Express's approval of the application, as applicable, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq, and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by FDS Holdings, Inc. and Bank.

Client's Business Principal/Officer:

Signature X [Signature] Title Assist Superintendent of Business Services Date 4/26/17
Print Name of Signer Douglas Marguard

Signature X _____ Title _____ Date _____
Print Name of Signer _____

Personal Guarantee: In exchange for FDS Holdings, Inc., and Wells Fargo Bank, N.A., (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the applicable Third Party Agreement(s), the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Personal Guarantee

Signature X _____ Print Name: _____ Date _____
Personal Guarantee

Signature X _____ Print Name: _____ Date _____
Accepted By FDS Holdings, Inc. Wells Fargo Bank, N.A., 1200 Montego Way, Walnut Creek, CA 94598

Signature X _____ Title _____ Date _____
Title _____ Date _____

FDS Holdings, Inc. is a registered ISO of Wells Fargo Bank, N.A., Walnut Creek, CA

Please read the Discover Network Program Agreement in its entirety. It describes the terms under which we will provide merchant processing services to you for the Discover Card.

From time to time you may have questions regarding the contents of your Agreement with us. The following information summarizes portions of your Agreement related to Discover Card processing services in order to assist you in answering some of the questions we are most commonly asked. For more detailed information, please consult your Discover Network Program Agreement.

- 1. The fees you are currently charged pursuant to your Merchant Application and Agreement with us will be the same for your Discover Network transactions, including but not limited to your Discount Rates and Authorization fees.
- 2. Your discount rates are assessed on transactions that qualify for certain reduced interchange rates imposed by the Discover Network. Any transactions that fail to qualify for these reduced rates will be charged an additional fee. Please see Section 7 of your Discover Network Program Agreement for more detail.
- 3. We may debit your bank account from time to time for amounts owed to us under the Discover Network Program Agreement.
- 4. There are many reasons why a Chargeback may occur. When they occur we will debit your settlement funds or settlement account.
- 5. If you dispute any charge or funding, you must notify us within sixty (60) days of the date of the statement where the charge or funding appears or should have appeared.
- 6. The Agreement limits our liability to you.
- 7. We have assumed certain risks by agreeing to provide you with Discover Card processing. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you.
- 8. For additional information on Chargebacks, Limits of Liability, Reserve Account, and Security Interest, please refer to your Discover Network Program Agreement and the MAA.
- 9. Important Merchant Responsibilities:
 - (a) Ensure compliance with cardholder data security and storage requirements.
 - (b) Review and understand the terms of the Discover Network Program Agreement.
 - (c) Comply with Discover Network rules.

Print Merchant's Business Legal Name: San Rafael Elementary School District

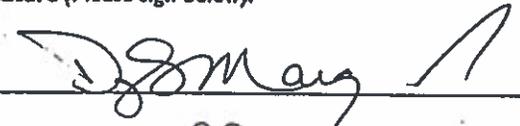
By its signature below, Merchant acknowledges that it received the complete Discover Network Program Agreement (Version Disc1112SPC) consisting of 14 pages (including this confirmation).

Merchant further acknowledges reading and agreeing to all terms in the Discover Network Program Agreement, which shall be incorporated into Merchant's MAA.

Upon receipt of a signed facsimile or original of this Confirmation Page by us, Merchant's Application will be processed.

Merchant's Business Principal:

Signature (Please sign below):

x 

Asst. Superintendent
Title

4-26-17
Date

Douglas Marguard
Please Print Name of Signer

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) San Rafael City Elementary School District	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <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) ▶ _____ <input checked="" type="checkbox"/> Other (see instructions) ▶ Government	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 310 Nova Albion Way	Requester's name and address (optional)
City, state, and ZIP code San Rafael CA 94903	
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
Employer identification number								
6	8	-	0	1	9	4	3	6

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).

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 on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 4/26/17
------------------	----------------------------	-----------------------

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

MERCHANT PROCESSING APPLICATION AND AGREEMENT

PARTIES AND SERVICES

Merchant #: _____ ISQ Name: _____
 Agent #: _____ Sales Rep Name: _____ Loc. 1 of _____

LOCATION INFORMATION

Store/DBA Name: San Rafael City Elementary School Dist Store #: _____
 *MCC Description: _____
 Product/Services Sold: Public School - Selling transportation service Facilities Rental
If your business is classified as High Risk and assigned (or is later assigned based upon your business activity) any of the following Merchant Category Codes (MCC): 5956, 5967, and 7641, then registration is required with Visa and/or MasterCard within 30 days from when your account becomes active. An Annual Registration Fee of \$500 may apply for Visa and/or MasterCard (total registration fees could be \$1,000.00). Failure to register could result in fines in excess of \$10,000.00 for violating Visa and/or MasterCard regulations.
 *Registration for MCC 7841 is only required for non-face-to-face adult content
 *Information herein, including applicable MCCs, is subject to change

LOCATION/CONTACT INFORMATION

First/Last Name: Jeff Lippstreu Chris Posedel
 Street Address: 310 Nova Albion Way
 City: San Rafael State: CA Zip: 94903
 Country: 415-491-6493
 Business Phone: (415) 492-3239 Cust. Svc. Phone: _____
 Fax Type: _____ Fax #: _____
 Mobile #: CPosedel Pager #: _____
 E-Mail: jlippstreu@srcs.org

SALES INFORMATION

Visa/MasterCard Volume Percent: Swiped 95 % Keyed 5 %
 Discover® Volume Percent: Swiped 95 % Keyed 5 %
 American Express Volume Percent: Swiped _____ % Keyed _____ %
 American Express OnePoint Percent: Swiped _____ % Keyed _____ %
 (Additional Locations only)
 Bankcard Sales %: Hand Keyed 5 % Face to Face 95 % POS _____ %
 Mail/Phone _____ % Internet _____ % Tradeshow _____ %
 Total Cash/Credit: \$ 25,000 Average MC/Visa Ticket: \$ 100
 Total Annual MC/Visa Volume: \$ 20,000 Average Discover® Ticket: \$ 100
 Total Annual Discover® Volume: \$ _____ Average American Express Ticket: \$ _____
 Total Annual American Express Vol.: \$ _____ Average American Express OnePoint Ticket: \$ _____
 (Additional Locations only) Highest Ticket: \$ 1,000

PRIMARY OWNER

First/Middle/Last Name: Douglas Marquand
 Title: Assist. Superintendent of Business Services
 SSN: _____ Date of Birth: _____ % Ownership: 0

RESIDENCE INFORMATION

Phone #: _____ Fax #: _____
 Mobile #: _____ Pager #: _____
 Street Address: _____
 City: _____ State: CA Zip: 94903

CORPORATE INFORMATION

Client's Corp./Legal Name: San Rafael City Elementary School District
(Also for Headquarter's Info. and if different than DBA)
 Same as DBA Name

CORPORATE CONTACT INFORMATION

Same as Location or:
 First/Last Name: Jeff Lippstreu Chris Posedel
 Street Address: 310 Nova Albion Way
 City: San Rafael State: CA Zip: 94903
 Country: _____
 Business Phone: 415-492-3239 Fax #: _____
 Mobile #: _____ Pager #: _____
 Organization Type: Association Individual/Sole Proprietor
 Estate/Trust International LLC / Corp. (LLP/LLC)
 Public Corporation Private Corporation
 Government Tax Exempt
 Other: _____

State Incorporated: CA
 Date Business Acquired: _____
 SS #: _____
 # of Employees: 400

NOTE: Failure to provide accurate information may result in a withholding of Client funding per IRS regulations
 (See Part IV, A.A. of your Program Guide for further information.)
 Name (as it appears on your income tax return)
San Rafael City Elementary School District
 Federal Tax ID#: (as it appears on your income tax return)
68-0194365
 I certify that I am a foreign entity/nonresident alien.
 (if checked, please attach IRS Form W-8.)

SECONDARY OWNER

First/Middle/Last Name: _____
 Title: _____
 SSN: _____ Date of Birth: _____ % Ownership: _____

RESIDENCE INFORMATION

Phone #: _____ Fax #: _____
 Mobile #: _____ Pager #: _____
 Street Address: _____
 City: _____ State: _____ Zip: _____

BANKING INFORMATION

Contact Name: Janet Hayward Phone #: (415) 472-8156
 Institution Name: Bank of Marin Account Type: checking
 ABA #: 12114187 DDA #: 03325743

TOTAL SALES
 Business to Business _____ % Business to Consumer 100 %

BANKCARD SALES
 Business to Business _____ % Business to Consumer 100 %

ORDER/DELIVERY
 0-7 days _____ % 8-14 days _____ % 15-30 days _____ % 30+ days _____ %
 MasterCard/Visa/Discover/American Express/American Express OnePoint Sales deposited: Date of Order Date of Delivery Other
 Explanation: _____
 Who fulfills orders: _____
 Description: _____

LANDLORD
 Own Rent Renting Since: _____ Lease expires: _____
 Contact Name: _____
 Phone #: _____

ORDER/FULFILLMENT VENDOR
 Company Name: _____
 Contact Name: _____
 Phone #: _____ City: _____ State: _____ Zip: _____

ENCLOSURES
 Financial Statements Brochure/Directory Government Form (required if Gov't Contract)
 Web Page or URL
 Use third party to store, process, transmit Cardholder data? Yes No
 Name: _____
 Address: _____
 Software Used: _____

MODE OF ADVERTISING
 Catalog Phone TV/Radio Internet Brochure/Directory
 Newspaper/Magazine Other: _____

TRADE REFERENCES
 Company Name: _____ Street Address: _____
 Phone #: _____ City: _____ State: _____ Zip: _____
 Product/Services: _____

MAIL CARD STATEMENTS/DOCUMENTS
 Statement Recap Information: (check one) 01 = Outlet 02 = Stmt to Bill To/No Recap 07 = Suppress Stmt (No Stmt) 08 = Produce Recap, No Stmt
 09 = Bill to Address/Stmt and Recap 10 = Recap to Bill To/Stmt to Outlet
 Statement Type: (check one) Detail Summary
 Statement E-Mail Address: _____
 Head Office/Bill To Name: _____ First/Last Contact Name: _____
 Address: _____ City: _____ State: _____ Zip: _____ Phone: _____

Statement Delivery Method: (check one) E-Mail Online Print and Mail

ON YOUR BUSINESS ACCOUNT CHECKING STATEMENT ROLLUP: (check one)
 0 = Each Transfer 1 = Debit/Credit Grouped (By Category) 2 = Net Transfer Amount Only 3 = Net Transfer EOM Fee Combined

SITE SURVEY
 Visit Performed? Yes No
 Zone: _____ Location: _____
 Location Description: _____
 Seasonal Merchant? Yes No Start Month: _____ End Month: _____
 # Floors in Building: _____ Floor(s) Occupied: _____
 Who occupies Other Floor? _____
 Fire Safety Act
 Advertising Name Displayed: Store Front Door Window
 Approximate Sq. Footage: _____ # of Registers: _____
 Proper License Displayed

RETURN POLICY
 Exchange Only Refund Cardholder None

PREVIOUS PROCESSOR
 Previous Processor: _____
 Previous Merchant #: _____
 Reason for Leaving: _____
 Other: _____

ENTITLEMENTS
 MC/Visa/Discover Network Full Processing (Discover Network systems and rules will process and govern JCB, Diners Club International, and BC Card Transactions.)
 Voyager Fleet* or Existing Voyager Acct #: _____ Annual Voyager Vol.: \$ _____ MC Fleet Wright Express or Existing WEX Acct #: _____
 *Tax exempt Voyager Cards accepted: Yes No
 American Express American Express OnePoint / Full Service (EDC) (Additional Locations Only) Amex ESA/Pass Through or Existing SE # _____
 IATA/ARC: _____ (MCC 4722) American Express Discount Rate _____ % Trans. Fee \$ _____
 American Express Prepaid Discount Rate _____ % Trans. Fee \$ _____ Monthly Flat Fee* \$ 7.95
 American Express Exp. Cap # _____ Franchise Name: _____
 Check one for ESA/Pass Through: Split Dial Single Settle EDC PIP Reverse PIP
 Debit Pkg: _____ EBT SNAP / FNS # (XREF): _____ Non Lic. JCB (EDC) Existing SE #: _____

*Monthly Flat fee is only available to merchants with estimated American Express charge volume of less than \$4,999 in any consecutive 12-month period. Merchants that are Internet-Physical Delivery merchants, MOTO, Home-based businesses, are all required to be set up on Monthly Flat Fee (regardless of estimated charge volume). This fee applies to ESA. 0.30% downgrade will be charged by American Express for transactions whenever a CNP or Card Not Present Charge occurs including Prepaid Cards. CNP means a Charge for which the Card is not presented at the point of purchase (e.g., Charges by mail, telephone, fax or the Internet). NOTE: The CNP Fee is applicable to transactions made on all American Express Cards, including Prepaid Cards for Retail, Restaurant, and Travel Agencies/Tour Operators key-entered programs. This Fee applies to OnePoint and ESA. An Inbound fee of 0.40% will be applied on any Charge made using a Card, including Prepaid Cards, issued by an Issuer located outside of the United States (the United States does not include Puerto Rico, the U.S. Virgin Islands and other U.S. Territories and possessions) except MCC 7032, 8211, 8220, and 8350 card transactions.

DESCRIBE EQUIPMENT DETAILS

Network: (206) CARDnet* (4000) Nashville (4006) Buypass Omaha Other

Rental • Purchase		Customer-Owned		Equipment Type (i.e., Terminal/VAR/Internet)	Retail • Restaurant • MOTO/Internet Lodging • Supermarket • Car Rental Quick Service Restaurant • Petr	Model Code and Name	Unit Price w/o Tax	For Customer-Owned Equipment Track / Version / Serial #
Lease (check one)	QTY	IP						
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		R Re MOTO/I L S C QSR P		\$	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		R Re MOTO/I L S C QSR P		\$	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		R Re MOTO/I L S C QSR P		\$	

NOTE: Any Special Instructions must be included on About Merchant's Business Page.

DESCRIBE EQUIPMENT DETAILS (cont'd)

Installation/Training: MAG/MIG to Train (receive training via phone, dial 1-800-558-7101 Opt. #1, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 7:00 pm EST)

Sales Rep. to Train No Merchant Training In-House PACT (Check Training via phone 1-800-366-1054 7:00 am - 6:30 pm CT)

First/Last Contact Name: _____ Contact Phone #: _____ Best Time To Call: _____ am pm

Imprinter
Purchase: Yes No If Yes \$ _____ x Qty: _____ = \$ _____ (w/o Tax) Wireless Provider: GPRS Cingular or Other: _____

Check one: Gateway Solutions Dial Solutions First Data Global Gateway (FDGG) VSAT**** Frame Other: _____ IC Verify Serial # _____

VAR/Internet/Software: Name: _____ (Nashville Only: Product ID # _____ Vendor ID # _____)

NOTE: ***Requires separate agreement between VSAT Provider prior to implementation of this telecommunications protocol.

FDGL LEASING

LEASE COMPANY: (04) First Data Global Leasing Lease Term: _____ Mos. Annual Tax Handling Fee: 10.20

Total Monthly Lease Charge: \$ _____ w/o taxes, late fees, or other charges that may apply - See Lease Agreement in Program Guide for details.
This is a non-cancelable lease for the full term indicated.

SIGNATURES

Client certifies that all information set forth in this completed Merchant Processing Application and Agreement (MPA) is true. Client acknowledges having received the copy of the MPA, the Program Guide (which includes terms and conditions for each of the services, Operating Procedures, Third Party Agreement(s) and a Confirmation Page (version FDSISO1695) and agrees to be bound by all provisions as printed therein as modified from time to time. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this MPA and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us or our Affiliates from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your MPA is approved based upon contrary information stated in the Sales Information Section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the Third Party Agreement(s) appearing in the Third Party Section of the Program Guide.

For American Express ESA only Merchants: By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize FDS Holdings, Inc. and American Express Travel Related Services Company, Inc. and American Express' agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct FDS Holdings, Inc. and American Express and American Express' agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <http://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that in the event I decline to receive marketing communications from American Express, I may continue to receive messages from American Express regarding American Express services. I understand that in the event I decline to receive marketing communications from American Express, I may continue to receive messages from American Express regarding American Express services. I understand that upon American Express' approval of the application, as applicable, the entity will be provided with the Agreement and materials welcoming it either to American Express' program for FDS Holdings, Inc. to perform services for American Express or to American Express' standard Card acceptance program which has different servicing terms (e.g. different speeds of pay). I understand that if the entity does not qualify for the FDS Holdings, Inc. servicing program that the entity may be enrolled in American Express' standard Card acceptance program, and the entity may terminate the Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Agreement.

By signing below, each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this MPA and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the MPA is approved, each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other.

I understand that upon American Express's approval of the application, as applicable, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by FDS Holdings, Inc. and Bank.

Client's Business Principal/Officer:

Signature X [Signature] Title Assist Superintendent of Business Services
Print Name of Signer Douglas Marguard Date _____

Signature X _____ Title _____ Date _____
Print Name of Signer _____

Personal Guarantee: In exchange for FDS Holdings, Inc., and Wells Fargo Bank, N.A., (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the applicable Third Party Agreement(s), the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Personal Guarantee

Signature X _____ Print Name: _____ Date _____

Personal Guarantee

Signature X _____ Print Name: _____ Date _____

Accepted By FDS Holdings, Inc. Wells Fargo Bank, N.A., 1200 Montego Way, Walnut Creek, CA 94598

Signature X _____ Signature X _____
Title _____ Date _____ Title _____ Date _____

Please read the Discover Network Program Agreement in its entirety. It describes the terms under which we will provide merchant processing services to you for the Discover Card.

From time to time you may have questions regarding the contents of your Agreement with us. The following information summarizes portions of your Agreement related to Discover Card processing services in order to assist you in answering some of the questions we are most commonly asked. For more detailed information, please consult your Discover Network Program Agreement.

- 1. The fees you are currently charged pursuant to your Merchant Application and Agreement with us will be the same for your Discover Network transactions, including but not limited to your Discount Rates and Authorization fees.
- 2. Your discount rates are assessed on transactions that qualify for certain reduced interchange rates imposed by the Discover Network. Any transactions that fail to qualify for these reduced rates will be charged an additional fee. Please see Section 7 of your Discover Network Program Agreement for more detail.
- 3. We may debit your bank account from time to time for amounts owed to us under the Discover Network Program Agreement.
- 4. There are many reasons why a Chargeback may occur. When they occur we will debit your settlement funds or settlement account.
- 5. If you dispute any charge or funding, you must notify us within sixty (60) days of the date of the statement where the charge or funding appears or should have appeared.
- 6. The Agreement limits our liability to you.
- 7. We have assumed certain risks by agreeing to provide you with Discover Card processing. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you.
- 8. For additional information on Chargebacks, Limits of Liability, Reserve Account, and Security Interest, please refer to your Discover Network Program Agreement and the MAA.
- 9. Important Merchant Responsibilities:
 - (a) Ensure compliance with cardholder data security and storage requirements.
 - (b) Review and understand the terms of the Discover Network Program Agreement.
 - (c) Comply with Discover Network rules.

Print Merchant's Business Legal Name: San Rafael Elementary School District

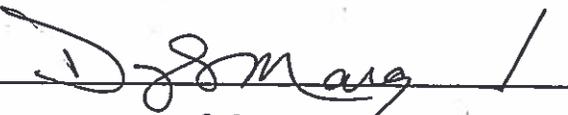
By its signature below, Merchant acknowledges that it received the complete Discover Network Program Agreement (Version Disc1112SPC) consisting of 14 pages (including this confirmation).

Merchant further acknowledges reading and agreeing to all terms in the Discover Network Program Agreement, which shall be incorporated into Merchant's MAA.

Upon receipt of a signed facsimile or original of this Confirmation Page by us, Merchant's Application will be processed.

Merchant's Business Principal:

Signature (Please sign below):

x 

Douglas Marguard
Please Print Name of Signer

Asst Supt
Title

4/26/17
Date

**Request for Taxpayer
 Identification Number and Certification**

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

Name (as shown on your income tax return)
San Rafael City Elementary School District

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Other (see instructions) ▶ **Government**

Address (number, street, and apt. or suite no.)
310 ALONA ALBION WAY

City, state, and ZIP code
San Rafael CA 94903

Requester's name and address (optional)

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-						
Employer identification number									
6	8	-	0	1	9	4	3	6	5

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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 on page 4.

Sign Here Signature of U.S. person ▶ **[Signature]** Date ▶ **4/26/17**

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.



April 14, 2017

Orbis Payment Solutions
42 Digital Drive, Suite 1
Novato, CA 94949

RE: San Rafael High School District

To Whom It May Concerns:

This letter serves to verify that the following account is open and active at Bank of Marin.

Account Name: San Rafael City Elementary School District

Account#: 03325743

Routing#: 121141877

Address: 310 Nova Albion Way San Rafael, CA 94903

Regards,

A handwritten signature in black ink, appearing to read "Linda Lippstreu", with a long horizontal flourish extending to the right.

Linda Lippstreu
Vice President & Manager
504 Tamaipais Drive
Corte Madera, CA 94925

**MERCHANT PROCESSING APPLICATION AND AGREEMENT
PARTIES AND SERVICES**

Merchant #: _____ ISO Name: _____
 Agent #: _____ Sales Rep Name: _____ Loc. 1 of _____

LOCATION INFORMATION

Store/DBA Name: San Rafael City Elementary School Dist Store #: _____

*MCC Description: _____
 Product/ Services Sold: Public School - Selling transportation service

If your business is classified as High Risk and assigned (or is later assigned based upon your business activity) any of the following Merchant Category Codes (MCC): 5966, 5967, and 7841, then registration is required with Visa and/or MasterCard within 30 days from when your account becomes active. An Annual Registration Fee of \$500 may apply for Visa and/or MasterCard (total registration fees could be \$1,000.00). Failure to register could result in fines in excess of \$10,000.00 for violating Visa and/or MasterCard regulations.
 *Registration for MCC 7841 is only required for non-face-to-face adult content
 *Information herein, including applicable MCCs, is subject to change

LOCATION/CONTACT INFORMATION

First/Last Name: Jeff Lippstreu CHRIS ROSSASL
 Street Address: 310 Nova Albion Way
 City: San Rafael State: CA Zip: 94903
 Country: (415) 491-6493
 Business Phone: (415) 492-3239 Cust. Svc. Phone: _____
 Fax Type: _____ Fax #: _____
 Mobile #: _____ Pager #: _____
 E-Mail: jlippstreu@srcs.org

SALES INFORMATION

Visa/MasterCard Volume Percent: Swiped 95 % Keyed 5 %
 Discover® Volume Percent: Swiped 95 % Keyed 5 %
 American Express Volume Percent: Swiped _____ % Keyed _____ %
 American Express OnePoint Percent: Swiped _____ % Keyed _____ %
 (Additional Locations only)
 Bankcard Sales %: Hand Keyed 5 % Face to Face 95 % POS _____ %
 Mail/Phone _____ % Internet _____ % Tradeshow _____ %
 Total Cash/Credit: \$120,000 Average MC/Visa Ticket: \$210
 Total Annual MC/Visa Volume: \$100,000 Average Discover® Ticket: \$210
 Total Annual Discover® Volume: \$ _____ Average American Express Ticket: \$ _____
 Total Annual American Express Vol.: \$ _____ Average American Express OnePoint Ticket: \$ _____
 (Additional Locations only) Highest Ticket: \$500

PRIMARY OWNER

First/Middle/Last Name: Douglas Marquand
 Title: Assist. Superintendent of Business Services
 SSN: _____ Date of Birth: _____ % Ownership: _____

RESIDENCE INFORMATION

Phone #: _____ Fax #: _____
 Mobile #: _____ Pager #: _____
 Street Address: _____
 City: _____ State: _____ Zip: _____

CORPORATE INFORMATION

Client's Corp/Legal Name: San Rafael City Elementary School District
 (Also for Headquarter's Info. and if different then DBA)

Same as DBA Name

CORPORATE CONTACT INFORMATION

Same as Location or:

First/Last Name: CHRIS ROSSASL
 Street Address: 310 Nova Albion Way
 City: San Rafael State: CA Zip: 94903
 Country: _____
 Business Phone: (415) 492-3239 Fax #: _____
 Mobile #: _____ Pager #: _____
 Organization Type: Association Individual/Sole Proprietor
 Estate/Trust International LLC / Corp. (LLP/LLC)
 Public Corporation Private Corporation
 Government Tax Exempt
 Other: _____

State Incorporated: CA
 Date Business Acquired: _____
 SS #: _____
 # of Employees: 400

NOTE: Failure to provide accurate information may result in a withholding of Client funding per IRS regulations
 (See Part IV, A.4. of your Program Guide for further information.)

Name (as it appears on your income tax return)
San Rafael City Elementary School District
 Federal Tax ID#: (as it appears on your income tax return)
68-0194365
 I certify that I am a foreign entity/nonresident alien.
 (If checked, please attach IRS Form W-8.)

SECONDARY OWNER

First/Middle/Last Name: _____
 Title: _____
 SSN: _____ Date of Birth: _____ % Ownership: _____

RESIDENCE INFORMATION

Phone #: _____ Fax #: _____
 Mobile #: _____ Pager #: _____
 Street Address: _____
 City: _____ State: _____ Zip: _____

BANKING INFORMATION

Contact Name: Janet Hayward Phone #: (415) 472-8156
 Institution Name: Bank of Marin Account Type: checking
 ABA #: 12114187 DDA #: 03325743

TOTAL SALES

Business to Business % Business to Consumer 100 %

BANKCARD SALES

Business to Business % Business to Consumer 100 %

ORDER DELIVERY

0-7 days 100% 8-14 days % 15-30 days % 30+ days %

MasterCard/Visa/Discover/American Express/American Express OnePoint Sales deposited: Date of Order Date of Delivery Other

Explanation:

Who fulfills orders:

Description:

MODE OF ADVERTISING

- Catalog Phone TV/Radio Internet Brochure/Directory Newspaper/Magazine Other

LANDLORD

Own Rent Renting Since: Lease expires:

Contact Name:

Phone #:

ORDER FULFILLMENT VENDOR

Company Name:

Contact Name:

Phone #: City: State: Zip:

ENCLOSURES

- Financial Statements Brochure/Directory Government Form Web Page or URL

Use third party to store, process, transmit Cardholder data? Yes No

Name:

Address:

Software Used:

TRADE REFERENCES

Company Name:

Street Address:

Phone #:

City:

State:

Zip:

Product/Services:

MAIL CARD STATEMENTS / DOCUMENTS

Statement Recap Information: (check one) 01 = Outlet 02 = Stmt to Bill To/No Recap 07 = Suppress Stmt (No Stmt) 08 = Produce Recap, No Stmt 09 = Bill to Address/Stmt and Recap 10 = Recap to Bill To/Stmt to Outlet

Statement Type: (check one) Detail Summary

Statement Delivery Method: (check one) E-Mail Online Print and Mail

Statement E-Mail Address:

Head Office/Bill To Name: Santa Rafael City Elementary School District First/Last Contact Name: Chris Posedel

Address: 310 NOVA ALBION City: San Rafael State: CA Zip: 94903 Phone:

ON YOUR BUSINESS ACCOUNT CHECKING STATEMENT ROLLUP: (check one)

- 0 = Each Transfer 1 = Debit/Credit Grouped (By Category) 2 = Net Transfer Amount Only 3 = Net Transfer EOM Fee Combined

SITE SURVEY

Visit Performed? Yes No

Zone: Commercial Location: Office

Location Description: Elementary School District

Seasonal Merchant? Yes No Start Month: End Month:

Floors in Building: 1 Floor(s) Occupied: 1

Who occupies Other Floor?

Fire Safety Act

Advertising Name Displayed: Store Front Door Window

Approximate Sq. Footage: School # of Registers: 2

Proper License Displayed

RETURN POLICY

Exchange Only Refund Cardholder None

PREVIOUS PROCESSOR

Previous Processor: New

Previous Merchant #:

Reason for Leaving:

Other:

ENTITLEMENTS

MC/Visa/Discover Network Full Processing (Discover Network systems and rules will process and govern JCB, Diners Club International, and BC Card Transactions.)

Voyager Fleet* or Existing Voyager Acct #: Annual Voyager Vol.: \$ MC Fleet Wright Express or Existing WEX Acct #:

*Tax exempt Voyager Cards accepted: Yes No

American Express American Express OnePoint / Full Service (EDC) (Additional Locations Only) Amex ESA/Pass Through or Existing SE #

IATA/ARC: (MCC 4722) American Express Discount Rate % Trans. Fee \$

American Express Prepaid Discount Rate % Trans. Fee \$ Monthly Flat Fee* \$ 7.95

American Express Exp. Cap # Franchise Name:

Check one for ESA/Pass Through: Split Dial Single Settle EDC PIP Reverse PIP

Debit Pkg: EBT SNAP / FNS # (XREF): Non Lic. JCB (EDC) Existing SE #:

*Monthly Flat fee is only available to merchants with estimated American Express charge volume of less than \$4,999 in any consecutive 12-month period. Merchants that are Internet-Physical Delivery merchants, MOTO, Home-based businesses, are all required to be set up on Monthly Flat Fee (regardless of estimated charge volume). This fee applies to ESA. 0.30% downgrade will be charged by American Express for transactions whenever a CNP or Card Not Present Charge occurs including Prepaid Cards. CNP means a Charge for which the Card is not presented at the point of purchase (e.g., Charges by mail, telephone, fax or the Internet). NOTE: The CNP Fee is applicable to transactions made on all American Express Cards, including Prepaid Cards for Retail, Restaurant, and Travel Agencies/Tour Operators key-entered programs. This Fee applies to OnePoint and ESA. An Inbound fee of 0.40% will be applied on any Charge made using a Card, including Prepaid Cards, issued by an issuer located outside of the United States (the United States does not include Puerto Rico, the U.S. Virgin Islands and other U.S. Territories and possessions) except MCC 7032, 8211, 8220, and 8350 card transactions.

DESCRIBE EQUIPMENT DETAILS

Network: (206) CARDnet (4000) Nashville (4006) Bypass Omaha Other Specify Security Code: ()

Table with columns: Rental - Purchase Customer-Owned Lease, QTY, IP, Equipment Type, Retail - Restaurant - MOTO/Internet, Model Code and Name, Unit Price w/o Tax, For Customer-Owned Equipment Track / Version / Serial #

NOTE: Any Special Instructions must be included on About Merchant's Business Page.

DESCRIBE EQUIPMENT DETAILS (cont'd)

Installation/Training: [] MAG/MIG to Train (receive training via phone, dial 1-800-558-7101 Opt. #1, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 7:00 pm EST)
[] Sales Rep. to Train [] No Merchant Training [] In-House [] PACT (Check Training via phone 1-800-366-1054 7:00 am - 6:30 pm CT)
First/Last Contact Name: _____ Contact Phone #: _____ Best Time To Call: _____ [] am [] pm
Purchase: [] Yes [] No If Yes \$ _____ x Qty: _____ = \$ _____ (w/o Tax) Wireless Provider: [] GPRS Cingular or [] Other: _____
Check one: [] Gateway Solutions [] Dial Solutions [] First Data Global Gateway (FDGG) [] VSAT**** [] Frame [] Other: _____ [] IC Verify Serial # _____
VAR/Internet/Software: Name: _____ (Nashville Only: Product ID # _____ Vendor ID # _____)
NOTE: ***Requires separate agreement between VSAT Provider prior to implementation of this telecommunications protocol.

FDGL LEASING

LEASE COMPANY: (04) First Data Global Leasing Lease Term: _____ Mos. Annual Tax Handling Fee: 10.20
Total Monthly Lease Charge: \$ _____ w/o taxes, late fees, or other charges that may apply - See Lease Agreement in Program Guide for details.
This is a non-cancelable lease for the full term indicated.

SIGNATURES

Client certifies that all information set forth in this completed Merchant Processing Application and Agreement (MPA) is true. Client acknowledges having received the copy of the MPA, the Program Guide (which includes terms and conditions for each of the services, Operating Procedures, Third Party Agreement(s) and a Confirmation Page (version FDSISO1605) and agrees to be bound by all provisions as printed therein as modified from time to time. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this MPA and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us or our Affiliates from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or internet order. However, if your MPA is approved based upon contrary information stated in the Sales Information Section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the Third Party Agreement(s) appearing in the Third Party Section of the Program Guide.

For American Express ESA only Merchants: By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize FDS Holdings, Inc. and American Express Travel Related Services Company, Inc. and American Express' agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct FDS Holdings, Inc. and American Express and American Express' agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at http://www.americanexpress.com/privacy to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that in the event I decline to receive marketing communications from American Express, I may continue to receive messages from American Express regarding American Express services. I understand that in the event I decline to receive marketing communications from American Express, I may continue to receive messages from American Express regarding American Express services. I understand that upon American Express' approval of the application, as applicable, the entity will be provided with the Agreement and materials welcoming it either to American Express' program for FDS Holdings, Inc. to perform services for American Express or to American Express' standard Card acceptance program which has different servicing terms (e.g. different speeds of pay). I understand that if the entity does not qualify for the FDS Holdings, Inc. servicing program that the entity may be enrolled in American Express' standard Card acceptance program, and the entity may terminate the Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Agreement.

By signing below, each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this MPA and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the MPA is approved, each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other.

I understand that upon American Express's approval of the application, as applicable, the entity will be provided with the Agreement and materials welcoming it to American Express' Card acceptance program.

Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by FDS Holdings, Inc. and Bank.

Client's Business Principal/Officer:

Signature X [Signature] Title Assist Superintendent of Business Services Date 4/26/16
Print Name of Signer Douglas Marguard
Signature X _____ Title _____ Date _____
Print Name of Signer _____

Personal Guarantee: In exchange for FDS Holdings, Inc., and Wells Fargo Bank, N.A., (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the applicable Third Party Agreement(s), the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Personal Guarantee

Signature X _____ Print Name: _____ Date _____

Personal Guarantee

Signature X _____ Print Name: _____ Date _____

Accepted By FDS Holdings, Inc. Wells Fargo Bank, N.A., 1200 Montego Way, Walnut Creek, CA 94598

Signature X _____ Signature X _____
Title _____ Date _____ Title _____ Date _____

Please read the Discover Network Program Agreement in its entirety. It describes the terms under which we will provide merchant processing services to you for the Discover Card.

From time to time you may have questions regarding the contents of your Agreement with us. The following information summarizes portions of your Agreement related to Discover Card processing services in order to assist you in answering some of the questions we are most commonly asked. For more detailed information, please consult your Discover Network Program Agreement.

- 1. The fees you are currently charged pursuant to your Merchant Application and Agreement with us will be the same for your Discover Network transactions, including but not limited to your Discount Rates and Authorization fees.
- 2. Your discount rates are assessed on transactions that qualify for certain reduced interchange rates imposed by the Discover Network. Any transactions that fail to qualify for these reduced rates will be charged an additional fee. Please see Section 7 of your Discover Network Program Agreement for more detail.
- 3. We may debit your bank account from time to time for amounts owed to us under the Discover Network Program Agreement.
- 4. There are many reasons why a Chargeback may occur. When they occur we will debit your settlement funds or settlement account.
- 5. If you dispute any charge or funding, you must notify us within sixty (60) days of the date of the statement where the charge or funding appears or should have appeared.
- 6. The Agreement limits our liability to you.
- 7. We have assumed certain risks by agreeing to provide you with Discover Card processing. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you.
- 8. For additional information on Chargebacks, Limits of Liability, Reserve Account, and Security Interest, please refer to your Discover Network Program Agreement and the MAA.
- 9. Important Merchant Responsibilities:
 - (a) Ensure compliance with cardholder data security and storage requirements.
 - (b) Review and understand the terms of the Discover Network Program Agreement.
 - (c) Comply with Discover Network rules.

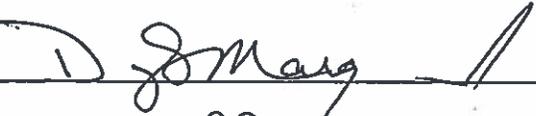
Print Merchant's Business Legal Name: San Rafael Elementary School District

By its signature below, Merchant acknowledges that it received the complete Discover Network Program Agreement (Version Disc1112SPC) consisting of 14 pages (including this confirmation).

Merchant further acknowledges reading and agreeing to all terms in the Discover Network Program Agreement, which shall be incorporated into Merchant's MAA.

Upon receipt of a signed facsimile or original of this Confirmation Page by us, Merchant's Application will be processed.

Merchant's Business Principal:
Signature (Please sign below):

x 
Douglas Marguand
Please Print Name of Signer

Asst Superintendent
Title

4-26-76
Date

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)
 San Rafael City Elementary School District

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Other (see instructions) ▶ Government

Exempt payee

Address (number, street, and apt. or suite no.)
 310 NOVA ALBION WAY

City, state, and ZIP code
 SAN RAFAEL CA 94903

Requester's name and address (optional)

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-		-			
Employer identification number									
6	8	-	0	1	9	4	3	6	5

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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 on page 4.

Sign Here **Signature of U.S. person** *D. J. Mang* **Date** 4-26-16

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

