

PAYMENT PROCESSING SERVICE AGREEMENT

THIS SERVICE AGREEMENT (this "Agreement") is made and entered into as of the 27th day of July 2015 ("Effective Date") by and between Value Payment Systems, LLC, a Tennessee limited liability company ("VPS"), and Hall County Board of Commissioners ("Merchant").

RECITALS:

WHEREAS, VPS is in the business of providing internet, phone and point of sale based electronic payment services to public and private sector merchants; and

WHEREAS, Merchant desires to provide its Consumers ("Consumer" or "Consumers") the option and opportunity to pay various amounts due to Merchant through VPS as set forth under the terms and conditions below.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

- 1.1. "Association" is a group of Card issuer banks, debit networks or other method provider, including, without limitation, Visa U.S.A., Inc., MasterCard International, Inc., and the NYCE, Pulse, Star, and Interlink debit networks.
- 1.2. "Association Rules" are the bylaws, rules, and regulations, as they exist from time to time, of the Associations.
- 1.3. "Card" is both (i) the plastic card or other evidence of the account and (ii) the account number, issued to a Cardholder, which you accept from your customers as payment for their purchases from the Merchant, and for the transactions with respect to which VPS agrees to process.
- 1.4. "Cardholder" is the person to whom the Card is issued and who is entitled to use the Card.
- 1.5. "Chargeback" shall mean a reversal of a Card sale the Merchant previously presented, pursuant to Association Rules.
- 1.6. "Convenience Fee" shall mean a fee that is charged to the Consumer for the ability to make a payment through a VPS E-Payment System, which fee may be assessed as a percentage of the payment amount or as a fixed fee transaction in accordance with current Association Rules.
- 1.7. "Electronic Payments" shall mean credit card, debit card, Automated Clearing House (ACH) payments or other payment methods such as Bill Me Later®.
- 1.8. "E-Payment System" shall mean the VPS Web E-Payment System and/or VPS Phone E-Payment System and /or POS E-Payment System.
- 1.9. "Phone E-Payment System" shall mean a touch-tone phone payment system that is managed by VPS.
- 1.10. "POS E-Payment System" shall mean a point of sale payment system that is managed by VPS.
- 1.11. "Processing Fees" – shall mean processor fees and fees of the Associations for credit or debit card transactions or other electronic payment transactions incurred by VPS including but not limited to interchange, assessments, authorization, risk, transmission and all other similar fees.
- 1.12. "Consumer" shall mean a person or business that is eligible to pay, or is required to pay, amounts due to the Merchant.

- 1.13. "Sales Data" is the evidence and electronic record of a sale or lease transaction representing payment by use of a Card or of a refund/credit to a Cardholder.
- 1.14. "Transaction" shall mean all regular, periodic due, fixed dues and assessment payments, and all other amounts, fixed or variable, payable by the Consumer to the Merchant.
- 1.15. "Web E-Payment System" shall mean a VPS hosted payment website.

2. **SERVICES.**

2.1. E-Payment System.

VPS will provide an E-Payment System for use by Consumers of Merchant. During the term of this Agreement, Merchant agrees to allow Consumers to make Electronic Payments through a VPS developed and managed E-Payment System, further defined in Schedule A, and VPS agrees to facilitate the processing of Transactions between Merchant and Consumers.

2.2. Consumer Information.

Upon Merchant's execution of this Agreement, Merchant shall use commercially reasonable efforts to provide VPS with information as VPS may require in order to promptly and accurately perform the services contemplated by this Agreement. VPS shall in no event be liable for not being provided by Merchant with current and correct information. VPS will not be responsible for unauthorized use of Consumer's credit card or credit card information by Merchant, Merchant's employees, and/or any other party associated with Merchant as a vendor, consultant, or contractor, including but not limited to Consumer's name, billing address, credit card number, and credit card expiration date.

2.3. Convenience Fee Disclosure.

The Web E-Payment System interface, POS E-Payment System and Phone E-Payment System interface will disclose all Consumer funded Convenience Fees, if applicable, to a Consumer prior to the processing of a Transaction.

2.4. Payment of Transactions.

Merchant agrees that the date on which a Transaction is posted to a VPS E-Payment System by a Consumer shall be deemed the date the Transaction is made for purposes of late fees, if any, that Merchant may charge to such Consumer. The date the Transaction is "posted" is the date the Consumer manually transmits the Transaction to an E-Payment System or the date an agreed automatic payment is initiated, whichever is applicable. VPS shall remit to Merchant all Transactions paid through VPS no later than three (3) business days following the date a Transaction is posted to a VPS E-Payment System.

2.5. Chargebacks.

VPS will use commercially reasonable efforts to have Chargebacks investigated following the initial notice that a Chargeback has occurred. When provided written notice of any Chargebacks that VPS has deemed to be the responsibility of the Merchant or errors in deposits, Merchant agrees to immediately remit payment to VPS. VPS agrees to receive the payment for Chargebacks or errors in deposits from the Merchant through the remittance of a check or another payment method to be determined by the Merchant. Notwithstanding the foregoing, Merchant will ultimately be liable for all Chargeback liability derived from Transactions processed by VPS. Merchant understands and agrees that VPS may, in its sole discretion, implement any fraud prevention systems that it deems necessary, appropriate and/or advisable, including, but not limited to, CVV2, Address Verification Service, Verified by Visa, MasterCard Secure Code and/or similar systems.

2.6. Proprietary Rights.

VPS represents that it owns, licenses or has the right to use and will retain during the term of this Agreement all proprietary rights in and to the E-Payment System and all development tools, routines,

subroutines, applications, software and other materials that VPS may use in connection with implementation and operation of an E-Payment System.

2.7. Modification of Services.

VPS may, and reserves the right to, modify the features and functionality of the E-Payment System at any time and from time to time without notice; provided, however, that VPS will not modify the E-Payment System in a manner that would, in its sole discretion, significantly adversely affect the use thereof, without providing at least ten (10) days prior notice to Merchant of any such modification.

2.8. Payment for Services.

In consideration for the provision of the aforementioned E-Payment System, Consumers will pay the Convenience Fees that are detailed in Schedule B. Such Convenience Fees include fees associated with processing Electronic Payments through the VPS E-Payment System.

2.9. Additional Representations.

VPS represents, warrants and agrees that it is and will remain in compliance with all applicable federal, state and local laws affecting its business, the ownership of its assets and the privacy and security of information provided by Consumers, except as would not have a material adverse effect upon VPS' ability to perform its obligations under this Agreement.

2.10. Association Rules.

Merchant agrees to comply with all Association Rules as may be applicable to the Merchant and in effect from time to time as published by any Association, including, but not limited to, the rules published on Visa U.S.A's website and on MasterCard International's website.

2.11. Right to Use Information.

Merchant acknowledges that VPS will compile certain information related to the usage of the E-Payment System and activities thereon. Such information may include, but not limited to, the volume of Transactions and the value of Transactions. Merchant agrees that VPS is authorized to use, reproduce and generally make such information available, as VPS may deem appropriate, provided that in no case will Merchant or any Consumer be individually identifiable except as otherwise permitted herein. Neither Merchant nor any Consumer shall be entitled to notice of such use, nor any fees derived therefrom; however, Merchant may be provided a copy of each compilation.

2.12. Exclusivity.

During the term of this Agreement, Merchant shall not accept credit card or other Electronic Payments through a similar E-Payment System for Transactions from Consumers for the services listed on Schedule A hereto other than through VPS without the prior written consent of VPS; provided, however, that the Hall County Sheriff's Office and courts may continue to use their current provider to accept Electronic Payments for traffic citations and the Hall County Department of Public Works and Financial Services may continue to use their current provider to accept Electronic Payments for sewer payments.

3. THIRD PARTY PRODUCTS.

3.1. Merchant understands and agrees that VPS may use third party products in connection with the E-Payment System offered hereunder. VPS makes no representation or warranty regarding the performance of such third party software, specifically including any warranty that performance will be uninterrupted or error-free

4. DISCLAIMER OF WARRANTIES.

4.1. No Warranties.

MERCHANT ACKNOWLEDGES THAT ITS USE OF THE E-PAYMENT SYSTEM IS SUBJECT TO THE FOLLOWING DISCLAIMER OF LIABILITY: EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, VPS AND ITS SUPPLIERS MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE E-PAYMENT SYSTEM OR SERVICES PROVIDED HEREUNDER AND SPECIFICALLY DISCLAIM THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT, TO THE MAXIMUM EXTENT POSSIBLE BY LAW.

4.2. World Wide Web, Internet and Telephone Usage.

VPS and its suppliers make no warranties regarding the quality, reliability, timeliness or security of the world wide web or telephone lines, the internet and other globally linked computer networks, or the websites established thereon including the E-Payment System, will be uninterrupted or error free.

5. **LIMITATION OF LIABILITY.**

5.1. NO CONSEQUENTIAL DAMAGES; LIABILITY CAP.

IN NO EVENT WILL EITHER PARTY, OR ITS SUPPLIERS, BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF THE PARTY OTHERWISE LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL VPS' LIABILITY EXCEED THE CONVENIENCE FEES PAID TO VPS UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF THE CLAIM (INCLUDING, WITHOUT LIMITATION, ANY CONTRACT, PRODUCT LIABILITY, OR TORT CLAIM).

5.2. Limited Remedy.

VPS shall in no way be liable to Merchant or Consumer due to any disruption of VPS' E-Payment System or non-availability of the E-Payment System during which Consumers are unable to access or use the E-Payment System due to a confirmed problem therein.

6. **CONFIDENTIAL INFORMATION.**

6.1. Nondisclosure.

Each party agrees to keep confidential and to use only for purposes of performing under this Agreement, any proprietary or confidential information of the other party disclosed pursuant to this Agreement which is appropriately marked as confidential or which could reasonably be considered of a proprietary or confidential nature ("Confidential Information"), and, except as otherwise permitted by this Agreement, the terms of this Agreement and all negotiations relating thereto (but not the existence of this Agreement generally). The obligation of confidentiality does not apply to information which is publicly available through authorized disclosure, is known by the receiving party at the time of disclosure, is rightfully obtained from a third party who has the right to disclose it, or which is required by law to be disclosed. All Confidential Information will remain the property of the disclosing party.

6.2. Specific Prohibitions.

Notwithstanding anything contrary in this Agreement, Merchant will not: (a) rent, lease, assign, sublicense, transfer, distribute, allow access to, and/or time share the VPS E-Payment System to or with any third party; (b) disassemble, decompile, decrypt, extract, reverse engineer and/or modify the VPS E-Payment System, or otherwise apply any procedure or process to the VPS E-Payment System in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the VPS E-Payment System or any algorithm, process, procedure or other information contained in the VPS E-Payment System; (c) distribute, facilitate, enable or allow access or linking to the VPS E-Payment System in any manner deemed by VPS in its sole and absolute discretion to be objectionable or harmful to the business and/or reputation of VPS and/or for any

unlawful, illegal, pornographic, and/or injurious purpose; (d) make any use of the VPS E-Payment System that impairs the functionality of the VPS E-Payment System; (e) make use of the VPS E-Payment System in any way, other than in accordance with this Agreement or as otherwise instructed by VPS in writing; (f) use the VPS E-Payment System, either directly or indirectly, to develop any product or service that competes with the products and/or services provided by VPS; (g) make any copies of the VPS E-Payment System; (h) circumvent or attempt to circumvent any applicable security measures of the VPS E-Payment System; and/or (i) attempt to access or actually access portions of any VPS systems and/or software not authorized for Merchant's use.

6.3. Compliance with Law and VPS Guidelines.

In connection with the exercise of Merchant rights and obligations under this Agreement (including, without limitation, any related to individual privacy), Merchant will comply, at Merchant's own expense, with all laws, policies, guidelines, regulations, ordinances, orders, and rules applicable to Merchant, Merchant's business, and this Agreement, and all laws, policies, guidelines, regulations, ordinances, orders, and rules of all governmental authorities and/or regulatory bodies having jurisdiction over the subject matter hereof, including, without limitation, the rules promulgated by the Credit Card Associations, the Payment Card Industry (PCI) Data Security Standard, Visa Cardholder Information Security Program (CISP), the MasterCard Site Data Protection Program (SDP), the Federal Trade Commission, the electronic communication rules of the CAN-SPAM Act, and the privacy requirements of the Gramm Leach Bliley Act and regulations promulgated thereunder. Merchant will comply with all the current policies, procedures and guidelines of VPS governing the VPS E-Payment System, including, without limitation, the prohibited activities set forth in Section 6.2. VPS reserves the right to amend, modify or change such policies, procedures, and guidelines at any time. Merchant will not use the VPS E-Payment System in any manner, or in furtherance of any activity that may cause VPS to be subject to investigation, prosecution, and/or legal action. If applicable, Merchant will also provide VPS with a copy of its annual PCI Attestation of Compliance (AOC) and/or PCI Self-Assessment Questionnaire (SAQ) (as applicable based on PCI DSS qualifications) annually

6.4. Data Collection, Privacy and Security.

Merchant is solely responsible for the security of data residing on servers owned or operated by Merchant and all third parties designated by Merchant (e.g., a Web hosting Merchant, processor and other service providers), and for data transmitted to and from VPS and/or third parties. Merchant agrees to provide notice to Consumers on all applicable Merchant Web sites (and cause its applicable customers to disclose such information on such applicable customers' Web sites) that discloses how and why personal and financial information is collected and used, including uses governed by this Agreement. Merchant will not use, disclose, sell and/or disseminate any cardholder information obtained in connection with a Transaction (including the names, addresses and card account numbers of cardholders) except for purposes of authorizing, completing and settling Transactions and resolving any chargebacks, retrieval requests or similar issues involving Transactions, other than pursuant to a court or governmental agency request, subpoena or order. Merchant will use proper controls for and limit access to, and render unreadable prior to discarding, all records containing card account numbers and card imprints. Merchant agrees that it will comply with all VPS security protocols and security advisories in effect during the term of this Agreement. If Merchant uses services from a Merchant Service Provider other than VPS, Merchant is solely responsible for verifying the accuracy and completeness of all Transactions submitted and processed by VPS associated with Merchant's account and verifying that all corresponding funds are accurately processed. Merchant acknowledges that VPS will not be liable for any improperly processed or unauthorized Transactions or illegal or fraudulent access to Merchant's (and/or Merchant's customers') account(s), end-user and/or Transaction data. Merchant warrants that Merchant has taken such precautions as are necessary to ensure that Merchant server and electronic systems are secure from breach or intrusion by unauthorized third parties. In the event that Merchant system is breached, or is suspected of having been breached, and an unauthorized third party has access to or

has accessed end-user data or Transaction data, Merchant will notify VPS promptly of such breach and will take such precautions as may be necessary to prevent such breaches from occurring in the future.

7. TERM AND TERMINATION.

7.1. Term.

Subject to Section 7.2, this Agreement will commence upon the Effective Date and shall continue through the present Fiscal Year, ending June 30th of each year, at which point in time the Agreement will automatically renew for successive one (1) year periods unless either party, at least thirty (30) days prior to the expiration of the then applicable term, provides the other with written notice of its desire to terminate this Agreement.

7.2. Termination for Cause.

If a VPS E-Payment System provided under this Agreement fails to conform to generally accepted standards for such services in the Card processing industry then the Merchant's sole remedy for such failure shall be that upon notice from Merchant specifying the failure of performance, VPS will rectify such failure of performance. If VPS does not rectify our failure of performance within thirty (30) days after receipt of notification, then Merchant may terminate this Agreement upon thirty (30) days' written notice to VPS. VPS may terminate this Agreement at any time upon written notice to Merchant as a result of any of the following events: (i) any noncompliance with this Agreement or Association Rules which is not cured within thirty (30) days of VPS notice to Merchant, except as otherwise provided in this Agreement and except that no cure period is allowed for termination based on Merchant fraud; (ii) any voluntary or involuntary bankruptcy or insolvency proceeding involving Merchant; and (iii) for a period of more than sixty (60) consecutive days, Merchant does not transmit Sales Data to VPS.

7.3. Effect of Termination.

Termination of this Agreement will not relieve either party of any obligation to pay the other party any amounts due and owing to the other party prior to such termination, including, without limitation any amounts owing under Section 2.5.

7.4. Terminals.

Merchant acknowledges and agrees that VPS is permitting Merchant to possess the point of sale terminals and related hardware ("POS Terminals") solely for the purpose of permitting Consumers to initiate Transactions via the E-Payment System. As such, Merchant acknowledges and agrees that VPS is the sole owner of the POS Terminals, that, except for the foregoing, Merchant has no rights in or to the POS Terminals (whether as owner, lessor, licensee or otherwise), and that Merchant will immediately deliver all POS Terminals to VPS upon the earlier of the termination of this Agreement or when any such terminal is no longer being used Consumers to initiate Transactions via the E-Payment System. Merchant will keep all POS Terminals in good order and repair except for normal wear and tear in the ordinary course of business

7.5. Survival.

Sections 4, 5, 6, 7 and 8 shall survive any termination or expiration of this Agreement.

8. MISCELLANEOUS.

8.1. Promotion of Services.

During the term of this Agreement, Merchant shall use commercially reasonable efforts to promote the use by Consumers of the VPS E-Payment System including, but not limited to, point of sale materials for the POS E-Payment System, publishing the relevant URL for the Web E-Payment System and telephone number for the Phone E-Payment Solution on the Merchant's website home page, billing statements, notices and all related promotional materials. All published materials referencing

VPS or the VPS E-Payment System shall be approved for accuracy by VPS and Merchant prior to publishing.

8.2. Governing Law; Waiver of Jury Trial.

This Agreement will be governed by and construed in accordance with the laws of the State of Georgia without reference to conflict of law provisions. Any action, proceeding, litigation, or mediation relating to or arising from this Agreement must be brought exclusively in Hall County, Gainesville, Georgia. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT.

8.3. Entire Agreement.

This Agreement, including the Schedules, contains the entire understanding and agreement between the parties with respect to its subject matter, superseding all prior or contemporaneous representations, understandings, and any other oral or written agreements between the parties with respect to such subject matter.

8.4. Binding Upon Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Neither this Agreement nor any right, license, privilege or obligation provided herein may be assigned or transferred by either party without the other party's prior written consent, which consent shall not be unreasonably withheld, and any attempted assignment or transfer without such consent is void.

8.5. Relationship of Parties.

The relationship of VPS to Merchant under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall create or imply an agency relationship between Merchant and VPS, nor shall this Agreement be deemed to constitute a joint venture or partnership between Merchant and VPS.

8.6. Notices.

All notices required or permitted under the Agreement shall be in writing and sent to the other Party at the address specified below or to such other address as either Party may substitute from time to time by written notice to the other and shall be deemed validly given upon receipt of such notice given by mail (postage prepaid), electronic mail or personal or courier delivery to:

If to: Value Payment Systems, LLC

2207 Crestmoor Rd.

Suite 200

Nashville, TN 37215-2031

Attn: Jeffrey C. Gardner

Email: jgardner@valuepaymentsystems.com

If to: Hall County Board of Commissioners

Purchasing Department, Financial Services

(Via US Mail) PO Drawer 1435, Gainesville, GA
30503-1435

(Personal or Courier Delivery) 2875 Browns
Bridge Road, 4th Floor, Gainesville, GA 30504-
5635

Attn: Tim Sims, Purchasing Manager

Email: tsims@hallcounty.org

8.7. Captions and Headings.

The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement.

8.8. Counterparts.

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together constitute one and the same agreement.

8.9. Waiver.

No term or condition of this Agreement may be waived except pursuant to a written waiver executed by the party against whom such waiver is sought to be enforced.

8.10. Severability.

If any provision of this Agreement, or the application thereof, is found invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.

8.11. Publicity.

The parties agree that they will not use the other party's name, trademark or service mark or the existence of the contractual relationship in any press release, marketing, promotional, advertising or any other materials without the other party's prior written consent.

8.12. Amendment and Changes.

This Agreement or any provision hereof may not be changed, amended, supplemented, discharged, terminated or otherwise altered except by a statement in writing signed by the party against whom enforcement of same is sought.

8.13. Force Majeure.

Neither party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications, utility, or power failures, equipment failures, labor strife, riots, war, nonperformance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this Section 8.13 will affect or excuse your liabilities and obligations for Chargebacks, refunds, or unfulfilled products and services.

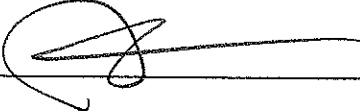
8.14. Facsimile Signature and Counterparts.

This Agreement may be executed by exchange of signature pages by facsimile, e-mail and in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument.

- The rest of the page is intentionally left blank. -

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

VALUE PAYMENT SYSTEMS, LLC

By:  _____

Name: J. Scott Slusser

Title: Chief Marketing Officer

Address: 2207 Crestmoor Rd., Suite 200

City/State/Zip: Nashville, TN 37215-2031

HALL COUNTY BOARD OF COMMISSIONERS

By:  _____

Name: Richard Mecum

Title: Chairman

Address: 2875 Browns Bridge Road, 4th Floor

City / State / Zip: Gainesville, GA 30504-5635

SCHEDULE B

“Convenience Fee Funded Model”, assumes that the constituent is absorbing the cost of the services provided under RFQ/P #35-012 through the assessment of a nominal convenience fee. Under the Convenience Fee Funded Model there is no cost to Hall County for the services.

Line No.	Item Description	VPS Fees ¹		Card Association Fees	
		% Rate ²	Per Item Fee ³	% Rate	Per Item Fee
0001	Visa Card	2.49%	\$2.49	not applicable	not applicable
0002	MasterCard	2.49%	\$2.49	not applicable	not applicable
0003	Discover Card	2.49%	\$2.49	not applicable	not applicable
0004	E-Check Services	not applicable	\$0.95	not applicable	not applicable
0005	Debit Card	1.50% ⁴	\$1.50	not applicable	not applicable
Project Implementation Cost Schedule					
Line No.	Item Description (Define Expense Below / Attach Additional Page if Necessary)				Per Item Cost
0006	In-office payment terminals (provided by VPS at no cost, at VPS discretion, to meet payment demand)				no cost
0007	Implementation and training				no cost

¹ Please note that the VPS’s Fee options for % Rate and Per Item Fee rate below are mutually exclusive options. For example, a \$100 payment would have a \$2.49 convenience fee for a credit card transaction not \$5.48 or [(2.49% * \$100) + \$2.49].

² The minimum credit card convenience fee is \$1.95.

³ The fixed fee pricing is based on a \$100 average payment. If the actual average payment is greater than \$100, VPS reserves the right to modify the fixed convenience fee to reflect the effective cost detailed below and the actual average payment amount.

⁴ The minimum debit card convenience fee is \$1.50.

SCHEDULE A
SCOPE OF SERVICES

Standard Web E-Payment System

Standard POS E-Payment System



HALL COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT

August 10, 2015

Value Payment Systems
Mr. Todd Christensen
2207 Crestmoor Road, Suite 200
Nashville, TN 37215-2031

RFQ/P #35-012, Merchant Processing Services – Executed Agreement Documents

Dear Todd,

It looks like we're just about done with this marathon exchange of documents and agreement finalization.

I have enclosed a single, fully executed copy of the Payment Processing Service Agreement and both copies of the ACH and Submitter Merchant Agreements that still need to be executed at your end and one copy returned to me.

Hopefully, your development meetings with Darla Eden and James Thomas will start being productive for you.

Hall County Board of Commissioners

Chuck Pinney
Senior Buyer

cc: Bid File