

## **Exhibit B**

### **Annex to Biller Terms and Conditions for American Express Processing (“AMEX”) (“Annex”)**

By executing this Annex, **Biller** (the “Biller”), is agreeing to comply with the AMEX Rules as they pertain to Transactions you submit for processing through the Invoice Cloud Services. The Biller has contracted with Invoice Cloud, to obtain AMEX card processing services on the Biller’s behalf. This Annex supplements the Biller Agreement Terms and Conditions. All capitalized terms used in this Annex have the same meaning as ascribed in the Biller Agreement Terms and Conditions, unless otherwise defined herein.

#### 1) Settlement

- a. Upon receipt of the Biller’s Transactions, AMEX will process the Transactions and facilitate the funds transfer between American Express, the Biller, and Invoice Cloud.
- b. AMEX will provide provisional credit to the Bank Account you designate hereunder under the Funding Schedule.

#### 2) Processing and Payment.

The Biller and Invoice Cloud agree that all Convenience Fee Transactions will be submitted to AMEX under the Biller Agreement, all Transactions will be submitted by Invoice Cloud, Inc. on behalf of the Biller to AMEX, all AMEX processing fees that may apply associated with Transaction shall be paid by Invoice Cloud, all Chargebacks, returns and similar charges will be paid by the Biller, and all fees, for the Convenience Fee Transactions shall be paid by Invoice Cloud. Convenience Fee Transactions will be transferred directly to the bank account designated by Invoice Cloud and settlement funding for Transactions will be transferred to the bank account designated by the biller.

#### 3) Reduction of Payments to Biller

Unless otherwise agreed to by the parties, the proceeds payable to the Biller shall be reduced by all Chargebacks, customer refunds and other applicable charges. Invoice Cloud is hereby authorized to draw from Biller’s account for this purpose. If the proceeds payable to the Biller do not represent sufficient credits, or the those proceeds or such account does not have a sufficient balance to pay amounts due from you under these guidelines, Invoice Cloud may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit a Biller bank account for the amount of the negative balance; (iii) withhold settlement payments to the Biller until all amounts are paid, (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

#### 4) Chargebacks

- a. The Biller may receive a chargeback for a number of reasons. The following are some of the most common reasons for chargebacks,
  - i. You do not issue a refund to a customer upon return or non-delivery of service
  - ii. An authorization/approval code was required and not obtained
  - iii. The transaction was fraudulent
  - iv. The customer disputes the card sale
  - v. The customer refuses to make payment for a card sale because in the customer’s good faith opinion, a claim or complaint has not been resolved or has been resolved by you but in an unsatisfactory manner.
- b. Chargebacks and the Biller’s Responsibility
  - i. The Biller is fully responsible for any and all chargebacks related to their AMEX account(s).
  - ii. Upon a Chargeback, AMEX will automatically deduct the amount of the chargeback from the Invoice Cloud, Inc’s bank account.
  - iii. The Biller hereby gives permission for Invoice Cloud to withdraw the chargeback amount from the biller’s bank account, described in section 6 of this Annex, within 24 hours of the chargeback being deducted from Invoice Cloud’s bank account by AMEX.

#### 5) Data Security and Privacy

By signing below, the Biller represents that they do not have access to any Card Information data and you as the Biller will not request such Card information from Invoice Cloud. In the event Card Information in connection with the processing services provided by Invoice Cloud or AMEX under these guidelines, Biller agrees not use it for any fraudulent purpose or in violation of any AMEX or applicable law and the Biller will comply with all applicable AMEX Rules. If at any time you the Biller believe that Card Information has been compromised, you the Biller must notify AMEX and InvoiceCloud promptly and assist in providing notification to the proper parties. You as the Biller must ensure your compliance. You as the Biller may not use any Card Information other than for the sole purpose of

completing the Transaction authorized by the payer for which the information was provided to you.

6) Funding Schedule

In order to receive funds from AMEX you must maintain a bank account that is a member of the Automated Clearing House System and the Federal Reserve wire system. You must designate a bank account for the deposit and settlement of funds and the debit of any fees and costs associated with processing of Transactions. The deposits will come from AMEX and any fees and chargebacks drafted by Invoice Cloud. Biller is hereby authorizing AMEX to initiate electronic credit entries to your bank account. The biller is also authorizing Invoice Cloud, to make initiate any necessary debits and adjustments to the said Biller's bank account. In the event of the said Biller's failure you shall not sell, transfer or disclose any transactional or credit card information to third parties.

- a. If otherwise agreed to by Amex, the said Biller and Invoice Cloud, the proceeds payable to the bank account shall be equal to the amounts received by AMEX in respect of your Card transactions.
- b. Invoice Cloud shall use the bank account listed below to draft account when and if required as outlined in this Annex.

Name of Bank: \_\_\_\_\_

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

ABA Routing NO: \_\_\_\_\_

Account NO: \_\_\_\_\_

1) Definitions

**"Card"** is an account, or evidence of an account, authorized and established between a customer and AMEX payment for a good or service. **"Chargeback"** is a reversal of a Transaction you previously presented to Amex and/or Invoice Cloud pursuant to Payment Brand Rules. **"Transaction"** is a transaction conducted between a customer and Biller and/or Invoice Cloud utilizing a Card in which consideration is exchanged between the customer and Biller and/or Invoice Cloud. hereunder.

**"Convenience Fee Transaction"** is transactions representing a charge to a Customer's Card for the convenience of using the payment channel offered by Biller and Invoice Cloud.

**"Card Information"** is information related to a Customer or a Customer's Card that is obtained by the Biller or Invoice Cloud from the Customer's Card or from the Customer in connection with his or her use of a card. The card information could include, the Card account number, the Card expiration date, the customer's name or date of birth, the PIN data, the security code data and any other data read, scanned imprinted or otherwise obtained from the payment instrument.

Agreed and Accepted By:

Agreed and Accepted By:

Merchant Legal Name: City of Yakima

INVOICE CLOUD, INC.

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

Printed Name and Title: Thomas E. Griffin, President

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: 30 Braintree Hill Office Park, Suite 303

Address: \_\_\_\_\_

Braintree, MA 02184

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