

Schedule A
Operational and Other Procedures

1. Charge Records

a. Format. For every Charge, you must create an electronically reproducible record of Charge (*Charge Record*) containing the following information (*Card Data*): (i) Cardmember name and full Card account number, if permitted by applicable law, and expiration date via an imprinter or other point of sale equipment or systems; (ii) the date the Charge was incurred; (iii) the amount of the Charge that must be the total price for the purchase of the goods or services plus applicable taxes and gratuities purchased on the Card; (iv) the six-digit Authorization approval code number; (v) a mutually acceptable description of the goods or services purchased by the Cardmember; (vi) an imprint or other registration of your name, address, Establishment Number and, if applicable, store number; (vii) the Cardmember's signature; (viii) the words "No Refunds" if you have a no refund policy; and (ix) all other information as required from time to time by us or applicable law. You may create multiple Charge Records for a single purchase placed on different Cards, but you must not create multiple Charge Records for a single purchase to the same Card, by dividing the purchase into more than one Charge.

b. Retaining Documents. You must retain the original Charge Record or Credit Record (as applicable) and all documents evidencing the transaction, or reproducible records thereof, for twenty-four months from the later of the date you submitted the corresponding Charge or Credit to us or the date you fully delivered the goods or services to the Cardmember. You must provide a copy of the Charge Record or Credit Record and other supporting documents to us within twenty days of our request.

c. Card Present Charges. For Card Present Charges, you must: (i) verify that the Card is not visibly altered or mutilated; (ii) ensure that the Card is being used within any valid dates shown on its face; (iii) ensure that the account number on the face of the Card matches the account number on its back; (iv) verify that the Card is signed in the same name as the name on its face (except for Prepaid Cards that show no name on their face); (v) create a Charge Record as described above and verify (1) that the Cardmember's name and signature on the Charge Record matches the name and signature on the Card (or, for a Prepaid Card that shows no name on its face, that the signature on the back of such Prepaid Card matches the signature on the Charge Record) and (2) that the Card account number and expiration date printed on the Charge Record matches the expiration date and account number on the Card; and (vi) obtain Authorization as described below.

d. Card Not Present Charges - General. For Card Not Present Charges, you must: (i) create a Charge Record as described above, except with a designation of "Mail Order," "Telephone Order," "Internet Order," or "Signature on File," as applicable, on the signature line or the appropriate electronic descriptor on the Charge Record; (ii) ask the Cardmember for his or her name as it appears on the Card, the Card account number and expiration date, the Cardmember's billing address, and the ship-to address; and (iii) obtain Authorization as described below. We have the right to Chargeback for any Card Not Present Charge that the Cardmember denies making or authorizing. We will not Chargeback for such Charges based solely upon a Cardmember claim that he or she did not receive the disputed goods if you have verified with us that the address to which the goods were shipped is the Cardmember's billing address and obtained a receipt signed by the authorized signer verifying the delivery of the goods to such address.

e. Card Not Present Charges - Internet. We will accept Charges for Internet Orders subject to the requirements of subsection d. above and the following additional requirements. You must: (i) not send Card Data or Transmission Data concerning any Internet Order via the Internet or any other electronic mail medium to anyone other than the Cardmember who made the Internet Order, your Processor, or us; (ii) submit all Charges for Internet Orders electronically; (iii) use any separate Establishment Numbers that we provide you for Internet Orders in all your requests for Authorization and submissions of Charges for Internet Orders; (iv)

provide us with at least one month's prior written notice of any change in your Internet address; and (v) comply with any additional requirements that we may have from time to time. We will not be liable for actual or alleged fraudulent transactions over the Internet and we will have the right to Chargeback for those Charges. Additionally, if a Disputed Charge arises involving a Card Not Present Charge that is an Internet Electronic Delivery Transaction, we will exercise Immediate Chargeback for the full amount of the Charge. An *Internet Order* occurs when Card payment information is taken via the World Wide Web, online (usually via a website payment page), e-mail, intranet, extranet, EDI or other similar network in payment for goods or services. An *Internet Electronic Delivery Transaction* occurs when goods or services are ordered online and electronically delivered online (e.g., images or software downloads).

f. Unattended Terminals - CATs and Payment Kiosks. We will accept Charges for purchases at your unattended CATs or payment kiosks subject to the requirements of subsection d. above and the following additional requirements. You must: (i) include in all requests for Authorization the full magnetic stripe data stream; (ii) flag all requests for Authorization with a CAT indicator; and (iii) follow any additional Authorization procedures that we may provide to you if you accept the Card at a CAT that is part of, or attached to, a fuel dispenser.

g. Recurring Billing Charges. If you offer Cardmembers the option to make recurring Charges automatically (*Recurring Billing Charges*), you must: (i) obtain the Cardmember's consent for you to bill his or her Card account before submitting the first Recurring Billing Charge and (ii) notify Cardmembers that they can withdraw such consent at any time. The method you use to secure such consent must contain a disclosure that you may receive updated Card account information from the financial institution issuing the customers' Cards. You must retain evidence of such consent for twenty-four months from the date you submit the last Recurring Billing Charge. Before submitting a Recurring Billing Charge, you must obtain Authorization and complete a Charge Record except with the words "Signature on File," if applicable, on the signature line and the appropriate electronic descriptor on Charge Data. If this Agreement terminates for any reason, then you must notify all Cardmembers for whom you have submitted Recurring Billing Charges that you no longer accept the Card. The cancellation of a Card account constitutes immediate cancellation of that Cardmember's consent for Recurring Billing Charges. We need not notify you of such cancellation, nor will we have any liability to you arising from such cancellation. You must fulfill Cardmembers' requests that you discontinue the Recurring Billing Charges immediately and provide cancellation numbers to them. If a Card account is cancelled, or if a Cardmember withdraws consent to Recurring Billing Charges, you are responsible for arranging another form of payment (as applicable) with the Cardmember. You will permit us to establish a hyperlink from our website to your website (including its home page, payment page or its automatic/recurring billing page) and list your customer service contact information.

2. Authorization

a. Approval Code Number. You must obtain from and submit to us a six-digit authorization approval code number (*Authorization*) for all Charges. Each Authorization request must include the full Card account number and be for the total price of your goods or services plus applicable taxes, except for a Prepaid Card that does not have sufficient funds available to cover that amount; in this event, Authorization is required only for the amount of funds used on the Prepaid Card and you may follow your policy on combining payment on Prepaid Cards with any Other Payment Products or methods of payment. If the other payment method is a Card, then this Agreement applies. Authorization does not guarantee that we will accept the Charge without exercising Chargeback, nor is it a guarantee that the person making the Charge is the Cardmember or that you will be paid.

b. Thirty-Day Limit. If you submit a Charge to us more than thirty days from the original Authorization date, you must obtain a new Authorization approval code number. For Charges of goods or services that are shipped or provided more than thirty days after an order is placed, you must obtain Authorization for the Charge at the time the order is placed and again at the time you ship or provide the goods or services to the Cardmember.

c. Magnetic-Stripe Data. If you process Card Present Charges electronically, you must transmit full magnetic stripe data with your Authorization request via a Card swipe through your point of sale equipment or systems. If the magnetic stripe is unreadable and you have to key-enter the transaction to obtain an Authorization, you must take a manual imprint of the Card to validate Card presence. If you do not take a manual imprint for any keyed transaction, we will have a right to Chargeback such Charge.

d. Telephone Authorization. If your point of sale equipment or system is unable to reach our computer authorization system for Authorization, or you do not have such equipment or systems, you must obtain Authorization for all Charges by calling us at our Authorization telephone number.

3. Submitting Charges and Credits Electronically

a. Electronic Transmissions. You must submit Charges and Credits electronically (*Charge Data*) over communication lines (*Transmissions*). Transmissions must comply with the specifications that we provide from time to time, including the following information (*Transmission Data*): The same as the Card Data requirements listed in Schedule A, paragraph 1.a., except for the requirements to include (i) Cardmember name, (ii) Card account expiration date, (iii) the Cardmember's signature and (iv) the words "No Refunds" if you have a no refund policy. We need not accept any non-compliant Transmissions. You must place additional, less, or reformatted information on Transmissions within thirty days' written notice from us. Even if you transmit Charge Data and Transmission Data electronically, you must still complete and retain Charge Records and Credit Records.

b. Paper Submissions. If you should, under extraordinary circumstances, submit Charges and Credits on paper, you must submit Charge Records and Credit Records in accordance with our instructions.

c. Covered Parties. You may retain, at your expense, a Processor (sometimes called an "Authorized Gateway Provider" in our materials) which (together with any of your other Covered Parties) you must ensure cooperates with us to enable your Card acceptance. You are responsible and liable for any problems or expenses caused by your Processor and for any fees that your Processor charges us or that we incur as a result of your Processor's system for transmitting requests for Authorizations and Charge Data to us. We may bill you for any fees or deduct them from our payments to you as permitted in the Agreement. You must provide us on request with all relevant information about your Processor.

d. Configuring Our Communications. The above notwithstanding, if commercially reasonable and not prohibited by any of your other agreements, you will work with us to configure your card authorization, settlement, and point of sale equipment or systems to communicate directly with our systems for Authorizations and submissions of Charge Data.

4. Payment Method

a. Electronic Pay Program. You must participate in our Electronic Pay program unless you do not have (or cannot obtain) a bank account or your bank does not have access to the Federal Reserve System to receive transactions via an automated clearing house (*ACH*).

b. Payment Procedures. We will send payments for Charges from your Establishments in the United States electronically via ACH to the demand deposit account (*Account*) you designate at a bank in the United States (*Bank*) that participates in ACH. You must provide us with the Bank's name and ABA (bank routing) number and the Account's DDA (bank account) number, and you must notify the Bank that we will have access to the Account for debiting and crediting the Account. We will initiate ACH payment to the Account within such number of days (excluding Sundays and Federal Reserve holidays) after our receipt of the Charge prior to our cut-off time for receiving and processing Charges as are indicated in Schedule C. If your payment date falls on

a day that our bank is not open for processing ACH payments, we will initiate payment on the next day our bank is open for such processing. We will not be responsible for any obligations, damages, or liabilities in excess of the amount of the applicable debit, credit, or adjustment to the Account in the event that the Bank does not honor any such item or improperly applies it to the Account. You must notify us of any changes to the Bank, Account, or ACH information.

5. Disputed Charges

a. Chargeback Rights. With respect to a Disputed Charge, (i) we have Chargeback rights, prior to contacting you, if we determine that we have sufficient information to resolve the Disputed Charge in favor of the Cardmember, or (ii) we may contact you prior to exercising Chargeback. In either case, you will have no more than twenty days after we contact you to provide to us a written response containing the information we require, including the full Card account number. We will Chargeback, or our previous decision to exercise Chargeback will remain in effect, for the amount of the Disputed Charge if, by the end of that twenty-day period, you have not fully resolved the Disputed Charge or provided us with the information requested.

b. Resolution of Disputed Charges. If we determine, based upon the information provided by you and the Cardmember, to resolve the Disputed Charge in the Cardmember's favor, we will Chargeback for that Disputed Charge, or our previous Chargeback will remain in effect. If we resolve the Disputed Charge in your favor, we will take no further action (if we have not previously exercised Chargeback) or we will reverse our previous Chargeback. The foregoing does not affect procedures under Immediate Chargeback or any special Chargeback (or "Full Recourse") programs that apply to you and under which you do not receive inquiries or notices regarding certain types of Charges prior to our final exercise of Chargeback.

c. Immediate Chargeback Program (sometimes called "Immediate Full Recourse Program" in our materials). If we receive disproportionately high numbers or amount of Disputed Charges relative to your prior history or industry standards, notwithstanding anything to the contrary in this Agreement, we may place you in our Immediate Chargeback program and/or charge you a fee (currently US\$5 per Disputed Charge if you are in the Immediate Chargeback program or US\$15 per Disputed Charge if you are not in the Immediate Chargeback program).

6. Protecting Cardmember Information

a. Standards for Protection of Information. Except as otherwise specified, you must, and you must cause your Covered Parties, to: (i) store Cardmember Information only to facilitate Card transactions in accordance with this Agreement and as required in this Agreement, including in Schedule A, Section 1.b and (ii) comply with the current version of the Payment Card Industry Data Security Standard (*PCI Standard*, which is available at <https://www.pcisecuritystandards.org/>) no later than the effective date for implementing that version. You must protect all Charge Records and Credit Records retained pursuant to this Agreement in accordance with these data security provisions; you must use these records only for purposes of this Agreement and safeguard them accordingly. Your data security procedures for the Card shall be no less protective than for Other Payment Products you accept. You are liable for your Covered Parties' compliance with this section. *Covered Parties* means any or all of your employees, agents, representatives, subcontractors, Processors, providers of your point of sale equipment or systems or payment processing solutions, and any other party to whom you may provide Cardmember Information access in accordance with this Agreement.

b. Data Security Operating Policy. You further must comply with our Data Security Operating Policy, a copy of which is available at <https://www.americanexpress.com/datasecurity> and which we may amend from time to time. You have additional obligations under that policy based on your transaction volume, including providing to us documentation validating your compliance with the PCI Standard performed by Qualified Security Assessors or Approved Scanning Vendors (or both), as described in the policy. Any provisions in the

Data Security Operating Policy, if any, that by their terms would impose on you (a) any indemnification obligations or (b) assessment of non-validation fees, do not apply to you.

c. Notification of Compromise. You must notify us immediately if you know or suspect that Cardmember Information has been accessed or used without authorization or used other than in accordance with this Agreement. You must engage at your sole cost a third party forensic investigator to conduct a thorough audit of such data incident, or you must provide (and obtain any waivers necessary to provide) to us and our forensic investigators and auditors, on request and at your sole cost, full cooperation and access to conduct a thorough audit of such data incident. You shall provide to us all Card account numbers related to the data incident and audit reports of the data incident. You must work with us to rectify any issues arising from the data incident, including consulting with us about your communications to Cardmembers affected by the incident and providing (and obtaining any waivers necessary to provide) to us all relevant information to verify your ability to prevent future data incidents in a manner consistent with this Agreement. Audits must include forensic reviews and reports on compliance, as well as any and all information related to the data incident, and they must identify the cause of the data incident and confirm whether or not you were in compliance with the PCI Standard at the time of the data incident.

d. No Representation by Us. Except as otherwise specified in these data security provisions or our Data Security Operating Policy, your compliance with our Data Security Operating Policy shall not in any way relieve or decrease your liability in any way. You are responsible at your sole expense for providing any additional data security measures that you deem necessary to protect your particular data and interests. We do not in any way represent or warrant that the measures contained in these data security provisions or our Data Security Operating Policy are sufficient or adequate to protect your particular data and interests. WE HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, AND LIABILITIES WITH RESPECT TO OUR DATA SECURITY OPERATING POLICY, THE PCI STANDARD, AND THE DESIGNATION AND PERFORMANCE OF QUALIFIED SECURITY ASSESSORS OR APPROVED SCANNING VENDORS (OR BOTH), WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

e. Automated Verification. Our Automated Address Verification and CID services are methods to help you mitigate the risk of fraud, but are not guarantees that a Charge will not be subject to Chargeback. You must participate in, and be certified under, our CID program if you wish to use that method.

Schedule B
Additional Terms and Conditions

Within thirty days of the Effective Date of this Agreement, you must provide us, in an electronic format, a list of State Entities (*List*) containing at least the following information: (a) name and telephone number of the State Entity and decision maker/contact, (b) address of the State Entity, including street, city, state, and zip code, and (c) an indication whether the State Entity accepts Other Payment Products. If a State Entity accepts Other Payment Products, you must cause it to accept the Card should you have authority to do so. You must provide us with a current and accurate List at least annually.

We may use the List for the purposes of working with you to contact such State Entities to encourage Card acceptance, including the use of mailings and letters of endorsement from you, and preparing internal tracking reports showing which State Entities accept the Card. You must provide us with a mutually acceptable letter of endorsement and any assistance as reasonably required. We will only use the List for internal purposes and will not share the List with any third party sales agents.

A State Entity will be covered by this Agreement if it is listed in Exhibit 1, as amended from time to time, and may also participate in Card acceptance by signing an Agency Participation Agreement in the form of Exhibit 2.

**Schedule C
Payment Terms**

Discount Rate:	2.35 %
Prepaid Card Rate:	1.80%
Payment Plan:	2 days



EXHIBIT 1
STATE ENTITIES

Name	Address	Decision Maker / Contact	Telephone	Service to be Provided	Annual Gross Revenue	Accepts Other Payment Products (if so, list them)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						



EXHIBIT 2

AGENCY PARTICIPATION AGREEMENT FOR AMERICAN EXPRESS® CARD ACCEPTANCE [STATE ENTITY]

This Agreement, and any attachments hereto (*Agency Participation Agreement*) is between **AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.** (*we, us or our*), and the [STATE ENTITY] (*you and your*) and the **STATE OF OKLAHOMA, STATE TREASURER.**

WHEREAS, the State of Oklahoma, Office of State Treasurer (the "Treasurer") has authority to enter into an agreement for alternative forms of payment services and has entered into an Agreement for American Express Card Acceptance with American Express Travel Related Services Company, Inc. ("American Express") to process credit card transactions on behalf of State Entities;

THE FOLLOWING RECITALS ARE ONLY APPLICABLE TO STATE ENTITIES IN THE JUDICIAL BRANCH:

WHEREAS, pursuant to Okla. Const. Art. VII, § 4, the Oklahoma Supreme Court possesses authority of general superintendent control over all inferior courts, including the District Courts of the State of Oklahoma, and the Supreme Court may, from time to time, delegate superintending tasks to the Administrative Office of the Courts (AOC), subject to review and approval by the Supreme Court;

WHEREAS, consistent with 28 O.S. § 151, the AOC is authorized to negotiate and organize statewide contracts on behalf of the Clerks of the District Courts of Oklahoma for the acceptance and processing of credit and debit cards and equipment related thereto;

WHEREAS, consistent with 28 O.S. § 151, 152, and 153, as authorized by the AOC, the Clerks of the District Courts of Oklahoma may accept nationally recognized credit or debit cards;

WHEREAS, 28 O.S. § 151 authorizes the Office of the State Auditor and Inspector to establish written procedures for acceptance or rejection of credit cards with approval and direction to court clerks to be issued by the AOC;

For good and valuable consideration, receipt of which is hereby acknowledged, all parties agree as follows:

1. The terms and conditions of the Agreement for American Express® Card Acceptance between American Express and the STATE OF OKLAHOMA (*Master Agreement*) shall be incorporated herein by this reference as if fully set forth herein. All terms used herein shall have the same meaning as in the Master Agreement, unless specified to the contrary.
2. For the purposes of this Agency Participation Agreement, the terms *you* and *your* under the Master Agreement shall mean the [STATE ENTITY]. You agree to accept the Card under the terms of the Master Agreement, at a minimum, at all your Establishments where you accept Other Payment Products (except as noted in the Master Agreement).
3. Notwithstanding anything to the contrary contained herein, all terms and conditions of the Master Agreement shall remain unchanged and in full force and effect, provided that in the event of a conflict between this Agency Participation Agreement and the Master Agreement, this Agency Participation Agreement shall control. This Agency Participation Agreement shall continue in effect for so long as

the Master Agreement is in full force and effect. If the Master Agreement terminates for any reason, this Agency Participation Agreement shall also immediately terminate without further notice.

4. The [STATE ENTITY] agrees to pay all fees charged under the Master Agreement in a timely manner. Under no circumstances shall the Treasurer be responsible for any loss, liability, deposit, fee or credit card transaction to the Bank or any other person or entity which is attributable to the [STATE ENTITY]. Each party hereto agrees to indemnify and hold the Treasurer harmless of and from any and all demands, damages, liabilities, and claims of every nature relating to the indemnifying party's performance under this Agreement.
5. The Supreme Court of Oklahoma may terminate the Agency Participation Agreement of any District Court Clerk and of the Judiciary pursuant to Section 9.a of the Master Agreement.

By executing this Agency Participation Agreement, the individual signing on behalf of the State Entity is acting in his or her official capacity as a public official, and not in his or her individual or personal capacity and not as a guarantor.

IN WITNESS WHEREOF, the parties have caused this Agency Participation Agreement to be executed effective as of _____.

[STATE ENTITY]

**AMERICAN EXPRESS TRAVEL
RELATED SERVICES COMPANY, INC.**



Thomas F. Pojero
Senior Vice President
Merchant Acquisition North America

By: _____
Name: _____
Title: _____

STATE OF OKLAHOMA, STATE TREASURER

By: _____
Name: _____
Title: _____