

**AMENDMENT No. 1 to
AGREEMENT FOR AMERICAN EXPRESS® CARD ACCEPTANCE**

This Amendment No. 1 (the “Amendment”), effective March __, 2026 (“Effective Date”), amends the American Express® Card Acceptance Agreement dated March __, 2026 (the “Agreement”), by and between American Express Travel Related Services Company, Inc. (“Amex” or “we”), a New York corporation, and the City of Sunrise (“City” or “you”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

WHEREAS City and Amex have entered into the Agreement (attached for reference as Exhibit A hereto) to govern the acceptance of American Express Cards by City; and

WHEREAS the parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Section 8.a. of the Agreement is deleted in its entirety and replaced with the following:

“**a. Confidentiality.** You and we, respectively, must keep confidential and not disclose to any non-Affiliated third party the provisions of the Agreement and any information that it receives from the other under the Agreement that is not publicly available, except: (i) if such information is subject to disclosure pursuant to the requirements of Chapter 119, Florida Statutes, or an order, decree, subpoena or other validly issued judicial or governmental agency process (including through requests for information or by oral questions), the receiving party shall use commercially reasonable efforts to promptly notify and cooperate with the other party of such request or requirement so that such other party may seek to avoid or minimize the required disclosure and/or to obtain an appropriate protective order or other appropriate relief to ensure that any information so disclosed is maintained in confidence to the maximum extent possible by the agency or other person receiving the disclosure; or (ii) if such information is requested from us by our or any of our Affiliates' regulators.”

2. Section 8.e. of the Agreement is deleted in its entirety and replaced with the following:

“**e. Governing Law; Jurisdiction; Venue.** The Agreement and all Claims are governed by and shall be construed and enforced according to the laws of the State of New York without regard to internal principles of conflicts of law. Notwithstanding the foregoing, the Code of the City of Sunrise and Florida law shall govern with respect to the power by the City of Sunrise, and any Participating City Entity, to enter into this Agreement. Subject to section 7, any action by either party hereunder shall be brought only in the appropriate federal or state court located in Broward County, Florida. Each party consents to the exclusive jurisdiction of such court and waives any Claim of lack of jurisdiction of forum non conveniens. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.”

3. The attached **Schedule A** is attached as **Schedule A** to the Agreement and incorporated by reference.

All other terms and conditions of the Agreement remain unchanged by this Amendment and in full force and effect.

The Amendment may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same instrument. The parties agree that they may execute this Amendment by electronic means, including the use of electronic signatures.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment as of the Effective Date.

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.

CITY OF SUNRISE

By: _____

By: **DRAFT – DO NOT SIGN** _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

(to Amendment No. 1)



American Express® Card Acceptance Agreement

The Agreement is by and between **American Express Travel Related Services Company, Inc.**, a New York corporation, and **you, the Merchant**. By accepting the American Express® Card, you agree to be bound by the Agreement.

General Provisions

1. SCOPE AND OTHER PARTS OF AGREEMENT; DEFINITIONS

a. Scope of the Agreement. The Agreement governs your acceptance of Cards in the United States, Puerto Rico, the U.S. Virgin Islands, and other U.S. territories and possessions. The Agreement covers you alone. You shall distribute all notices, statements, amendments, and other communications related to the Agreement that you receive from us to your Affiliates and any other Entities accepting the Card under the Agreement. You must not obtain Authorizations, submit Charges or Credits, or receive payments on behalf of any other party, except as otherwise expressly permitted in the Merchant Regulations.

b. Merchant Regulations. The Merchant Regulations set forth the policies and procedures governing your acceptance of the Card. You shall ensure that your personnel are fully familiar with them. The Merchant Regulations are a part of, and are hereby incorporated by reference into, the Agreement. You agree to be bound by and accept all provisions in the Merchant Regulations (as changed from time to time) as if fully set out herein and as a condition of your agreement to accept the Card. We have the right to make changes to the Merchant Regulations as set forth in section 8.j of the General Provisions. The Merchant Regulations and releases of scheduled changes are provided in electronic form at the website specified below in the definition of "Merchant Regulations" or its successor website.

c. Definitions. Capitalized terms used but not otherwise defined in the General Provisions or any accompanying schedules and exhibits have the meanings ascribed to them in the Merchant Regulations. Some definitions are repeated here for ease of reference.

i. Affiliate means any Entity that controls, is controlled by, or is under common control with either party, including its subsidiaries. As used in this definition, control means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an Entity, whether through ownership of voting securities, by contract, or otherwise. For the avoidance of doubt, but not by way of limitation, the direct or indirect ownership of more than 50% of (i) the voting securities or (ii) an interest in the assets, profits, or earnings of an Entity shall be deemed to constitute control of the Entity.

ii. Agreement means the General Provisions, the Merchant Regulations, and any accompanying schedules and exhibits, collectively (sometimes referred to as the "Card Acceptance Agreement" in our materials).

iii. American Express Card or Cards means (i) any card, account access device, or payment device or service in each case bearing our or our Affiliates' Marks and issued by an Issuer or (ii) a Card Number.

iv. Cardmember means an individual or Entity (i) that has entered into an agreement establishing a Card account with an Issuer or (ii) whose name appears on the Card.

v. Charge means a payment or purchase made on the Card, excluding any payment or purchase that you route to a network other than the American Express Network.

vi. Chargeback, when used as a verb, means (i) our reimbursement from you for the amount of a Charge subject to such right, or (ii) our reversal of a Charge for which we have not paid you; when used as a noun, means the amount of a Charge subject to reimbursement from you or reversal. (Chargeback is sometimes called "full recourse" or "Full Recourse" in our materials).

vii. Claim means any claim (including initial claims, counterclaims, cross-claims, and third-party claims), dispute, or controversy between you and us arising from or relating to the Agreement or prior Card acceptance agreements, or the relationship resulting therefrom, whether based in contract, tort (including negligence, strict liability, fraud, or otherwise), statutes, regulations, or any other theory, including any question relating to the existence, validity, performance, construction, interpretation, enforcement, or termination of the Agreement or prior Card acceptance agreements, or the relationship resulting therefrom, except for the validity, enforceability, or scope of section 7.c of the General Provisions.

viii. Credit means the amount of the Charge that you refund to Cardmembers for purchases or payments made on the Card.

ix. Discount/Discount Rate means an amount that we charge you for accepting the Card, which amount is a percentage of the face amount of the Charge that you submit, or a flat per-Transaction fee, or a combination of both.

x. Disputed Charge means a Charge about which a claim, complaint, or question has been brought.

xi. Entity means a corporation, partnership, sole proprietorship, trust, association, or any other legally recognized entity or organization.

xii. Establishments means any or all of your and your Affiliates' locations, outlets, websites, online networks, and all other methods for selling goods and services, including methods that you adopt in the future.

xiii. General Provisions means the provisions set out in the Agreement other than the provisions in the Merchant Regulations or any accompanying schedule and exhibit.

xiv. Marks means names, logos, service marks, trademarks, trade names, taglines, or other proprietary designs or designations.

xv. Merchant Number means a unique number we assign to your Establishments.

xvi. Merchant Regulations means the American Express Merchant Regulations – U.S., which are available at www.americanexpress.com/merchantpolicy and can be accessed by entering your online Merchant Account user ID and password.

xvii. Other Agreement means any agreement, other than the Agreement, between (i) you or any of your Affiliates and (ii) us or any of our Affiliates.

xviii. Other Payment Products means any charge, credit, debit, stored value, prepaid, or smart cards, account access devices, or other payment cards, services, or products other than the Card.

xix. Reserve means a fund established from amounts withheld from payments we or any of our Affiliates would otherwise make to you or any of your Affiliates under the Agreement or any Other Agreement and/or funds or other property paid or otherwise delivered to us or any of our Affiliates under the Agreement or any Other Agreements.

xx. we, our, and us means American Express Travel Related Services Company, Inc., a New York corporation.

xxi. you and your means the individual or Entity that executes the Agreement and (as applicable) its Affiliates (sometimes called the "Merchant," "Service Establishment," or "SE" in our materials).

d. Affiliates. You must provide to us a list of your Affiliates that accept Cards under the Agreement within 30 days after execution of the Agreement and promptly notify us of (i) any changes to the list or (ii) the occurrence of any event described in section 3.b of the General Provisions. We reserve the right to exclude any of your Affiliates or Establishments from our services provided under the Agreement.

e. U.S. Territories and Possessions. You must notify us promptly if you have any Establishments in Puerto Rico, the U.S. Virgin Islands, or any other U.S. territory or possession, as our Discount, fees, and payment or operating terms for Card acceptance may be different in those locations. We shall notify you of those terms after you have notified us that you have any such Establishments.

f. Other Regions. If you have any Establishments outside of the United States, Puerto Rico, the U.S. Virgin Islands, and other U.S. territories and possessions that accept Cards, you or your Affiliate must enter into a separate agreement with our Affiliate governing Card acceptance there.

2. ACCEPTING THE CARD

a. Acceptance. You must accept the Card as payment for all goods and services sold at all of your Establishments, except as otherwise expressly specified in the Merchant Regulations. You agree that the provisions of Chapter 3 (Card Acceptance) of the Merchant Regulations are reasonable and necessary to protect the Cardmember's choice of which method of payment to use. You are responsible and jointly and severally liable for the compliance by each of you and your Affiliates (and your and their respective Establishments) with all provisions of the Agreement and for performance of all obligations under the Agreement.

b. Transaction Processing and Payments. Our Card acceptance, processing, and payment requirements are set forth in the Merchant Regulations. Some requirements are summarized here for ease of reference, but do not supersede the provisions in the Merchant Regulations.

i. Payment for Charges. We will pay you according to your payment plan in U.S. dollars for the face amount of Charges submitted from your Establishments less all applicable deductions, rejections, and withholdings, which include: (A) the Discount, (B) any amounts you or any of your Affiliates owe us or our Affiliates under the Agreement or any Other Agreement, (C) any amounts for which we have Chargebacks, and (D) any amounts for which you have submitted Credits. Your initial Discount and payment plan are indicated in the Agreement or otherwise provided to you in writing by us. In addition to your Discount, we may

charge you additional fees and assessments as listed in the Merchant Regulations or as otherwise provided to you in writing by us. We may adjust any of these amounts and may change any other amount we charge you for accepting the Card and/or your payment plan.

ii. Chargeback. We have Chargeback rights as described in the Merchant Regulations. We may Chargeback by (A) deducting, withholding, recouping from, or otherwise offsetting against our payments to you or your Affiliates, or debiting your Bank Account, or we may notify you of your obligation to pay us, which you must do promptly and fully; or (B) reversing a Charge for which we have not paid you. Our failure to demand payment does not waive our Chargeback rights.

iii. Protecting Cardmember Information. You must protect Cardmember Information and provide to us documentation validating your compliance in accordance with the PCI DSS and other information security requirements described in the Merchant Regulations.

3. PROTECTIVE ACTIONS

a. Creating a Reserve. Regardless of any contrary provision in the Agreement, we have the right in our sole discretion to establish or increase a Reserve to cover any payment obligations or other financial exposure or risk to us or our Affiliates from you or your Affiliates under the Agreement, any Other Agreement or for any other reason or purpose. We shall inform you if we establish or increase a Reserve; however, notice by us to you is not a condition of or requirement for taking such action. We may establish or increase the amount of a Reserve by (i) withholding amounts from payments we otherwise would make to you under the Agreement and/or (ii) requiring you to pay or otherwise deliver funds or other property to us. Any property provided under subpart (ii) above other than cash is subject to our prior written approval, which we may grant or withhold in our sole discretion. We may hold the Reserve in our sole discretion for as long as we determine there is financial exposure or risk to us, our Affiliates and/or our Cardmembers in connection with the Agreement or any Other Agreement. The Reserve, all funds, money, and other property from time to time held in the Reserve or in connection therewith, and all interest and other earnings (if any) on any of the foregoing, all writings evidencing any of the foregoing, and all proceeds and products of any of the foregoing (collectively, the Reserve Assets) are and at all times shall remain our sole property and shall not be owed to you. Accordingly, you are not entitled to and will not receive interest on amounts constituting the Reserve Assets. None of the Reserve Assets shall become your property unless and until we release them from the Reserve to you.

b. Notice Events; Trigger Events for Reserve. Without limiting our right to establish or increase a Reserve in our sole discretion, some of the events and conditions that may cause us to establish and/or increase a Reserve include: (i) your ceasing a substantial portion of or materially or adversely altering your operations; (ii) your selling any material portion of your assets, or any party acquiring 25% or more of any class of the equity interests issued by you (other than parties owning 25% or more of such interests as of the date the Agreement is effective), whether through acquisition of new equity interests, previously outstanding interests, or otherwise; (iii) a material adverse change in your business, assets, condition (financial or otherwise) or prospects or in your industry has occurred or is reasonably likely to occur; (iv) your breach of any provision of the Agreement; (v) your becoming or appearing to become insolvent; (vi) our receiving a disproportionate number or amount of Disputed Charges at your Establishments; (vii) our belief that you will not be able to perform your obligations under the Agreement, any Other Agreement, or

to Cardmembers; (viii) our belief that your Merchant Account is being misused by individuals with whom you are affiliated or Cardmembers; (ix) your acceptance of or intent to accept the Card in a new industry; or (x) the establishment of a reserve with, or other protective action taken by, any Entity with whom you have entered into an arrangement for the acceptance or processing (or both) of Other Payment Products that (A) results in the withholding of funds that would otherwise have been payable to you, (B) requires you to make a direct payment into a reserve account or similar device, or (C) requires you to provide such Entity with a letter of credit, guaranty or other third-party assurance of payment.

c. Application of Reserve. We may, at any time and without prior notice to you, deduct from, recoup, set off, and/or apply against the Reserve: (i) any amounts you or any of your Affiliates owe us or any of our Affiliates under the Agreement or any Other Agreement; (ii) any costs incurred by us in connection with the administration of the Reserve, including attorneys' fees; (iii) any unpaid Charges at your Establishments by any Cardmember for Transactions by such Cardmember that violated the Agreement or for whom you or one of your Affiliates has paid all or a portion of their monthly statement from time to time; and (iv) any costs incurred by us as a result of your failure to fulfill any obligations to us, any of our Affiliates, or to Cardmembers, including attorneys' fees and our costs of handling Disputed Charges.

d. Grant of Security. You hereby grant to us for the benefit of us and our Affiliates a first priority security interest in and to and a continuing lien on all of your right, title and interest in and to the following property, in each case whether now owned, held or existing or hereafter acquired or arising, and wherever located: (i) the Reserve Assets (to the extent that you now or hereafter have or are deemed to have any rights in the Reserve Assets); (ii) the Agreement, any Other Agreement, and any rights to payment arising from the Agreement or any Other Agreement; and (iii) any and all products and proceeds of any of the foregoing (collectively, the *Collateral*). The security interest and lien granted hereby secure, and the Collateral is security for, the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all present and future obligations (whether direct, contingent or otherwise) of you and/or your Affiliates under the Agreement and the Other Agreements. Any and all Collateral, and any and all other funds, money or amounts now or hereafter in our or our Affiliates' possession, may be commingled with other funds or property. In addition to our rights and remedies provided for in the Agreement, we and our Affiliates will have all rights and remedies of a secured party and secured creditor under the Uniform Commercial Code and any other Applicable Law in any applicable jurisdiction. Notwithstanding anything herein to the contrary, you and your Affiliates shall remain liable for all obligations under the Collateral, the Agreement and all Other Agreements and nothing contained herein is intended or shall be a delegation of duties to us or our Affiliates.

e. Further Assurances. Promptly upon any request by us, you agree to duly execute, deliver, and record such further instruments, agreements, powers of attorneys and other documents, and take all further actions, as we may reasonably request to create, perfect, preserve the priority of and confirm the lien, security interest or rights of set off and recoupment set forth in the Agreement, to enforce our rights and remedies under the Agreement with respect to the Collateral, or to otherwise further effect the purposes of the Agreement.

f. Other Protections. We and our Affiliates may take other actions to protect our and our Affiliates' exposure or risk to you or your Affiliates under the Agreement or any Other Agreement,

including changing the speed or method of payment for Charges, exercising our Chargeback rights, charging you fees for Disputed Charges, or recouping from, or otherwise offsetting against, any amounts due from us or any of our Affiliates to you or any of your Affiliates under the Agreement or any Other Agreement against amounts that you or any of your Affiliates owe us or our Affiliates under the Agreement or any Other Agreement. We may also terminate the Agreement or suspend any of the services in whole or in part under the Agreement at any time with or without notice to you for any reason.

g. Providing Information. You must provide to us promptly, upon request, information about your and your Affiliates' finances, creditworthiness, and operations, including your most recent certified financial statements. You must notify us immediately of the occurrence of any event described in section 3.b. of the General Provisions.

4. NOTICES

a. Notices. Except as otherwise provided in section 4.b of the General Provisions, all notices under the Agreement must be provided in writing to the applicable location provided or described in section 4.c or 4.d: (i) by email, effective when sent; or (ii) by mail through the U.S. postal service or by expedited mail courier service, effective upon the earlier of (A) receipt or (B) two business days after being deposited with a nationally recognized expedited mail courier, three days after being deposited in the mail if mailed by first class postage, or ten days after being deposited in the mail if mailed by third class postage.

b. Other Notices from Us. We may also provide notices to you by: (i) hand delivery, effective when delivered; (ii) facsimile, effective when sent; or (iii) by posting on an American Express website or via our merchant portal, effective when posted or otherwise made available to you. Other provisions in the Agreement may also provide for specific notices to be sent by other methods. When we provide notice by posting on an American Express website or via our merchant portal, as a courtesy, we may also make you aware of it on a statement or by mail, email, or through other communications.

c. Our Notice Contact Information. You must provide notices to us at: By mail at: American Express Travel Related Services Company, Inc., P.O. Box 299051, Fort Lauderdale, FL 33329, Attn: Department 87; or by email at: American.Express.Contract.Keyping@aexp.com.

d. Your Notice Contact Information. We may provide notices, statements or other communications to you at any postal or electronic address or facsimile number you or any of your authorized representatives provide to us in the course of our relationship with you either as part of your application or otherwise (for the avoidance of doubt, any updates to a postal address that we identify using the national change of address database (NCOALink) or any successor database maintained by the U.S. postal service shall be considered an address you provided to us). You must notify us immediately of any change to your contact information. Your failure to provide updated contact information may result in a delay of the delivery of notices, statements or other communications; however, it will not impact our ability to give proper legal notice under this provision or the legal effectiveness of our notice.

5. INDEMNIFICATION AND LIMITATION OF LIABILITY

a. Indemnity. You shall indemnify, defend, and hold harmless us and our Affiliates and our respective agents, employees, representatives, successors and assigns from and against all damages, liabilities, losses, costs, and expenses, including legal fees, in any respect arising or alleged to have arisen from: (i)

your breach of the Agreement; (ii) your negligence, fraud, willful misconduct or other wrongful act or omission; (iii) your violation of any privacy, intellectual property, or other third party right; (iv) any transaction you submit or other use of our services by you or anyone using your online Merchant Account user ID, password or other credentials; or (v) your provision of, or failure to provide, goods or services.

b. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT, IN NO EVENT SHALL WE OR OUR AFFILIATES OR ANY OF OUR RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR ASSIGNS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND NOR FOR ANY LOST PROFITS OR LOSS OF REVENUE, BUSINESS OPPORTUNITIES, OR GOODWILL ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES OR LOSS. NEITHER YOU NOR WE ARE RESPONSIBLE TO THE OTHER FOR DAMAGES ARISING FROM DELAYS OR PROBLEMS CAUSED BY TELECOMMUNICATIONS CARRIERS, INTERNET SERVICE PROVIDERS, OTHER COMMUNICATION NETWORKS OR THE BANKING SYSTEM, EXCEPT THAT OUR RIGHTS TO CREATE RESERVES AND EXERCISE CHARGEBACKS ARE NOT IMPAIRED BY SUCH EVENTS.

6. TERM AND TERMINATION

a. Effective Date/Termination Date. The Agreement begins as of the date (i) you first accept the Card after receipt of the Agreement or otherwise indicate your intention to be bound by the Agreement or (ii) we approve your application to accept the Card, whichever occurs first. Either party can terminate the Agreement without cause (and notwithstanding any other rights established under the Agreement) at any time by notifying the other party. Termination will take effect according to the applicable notice period specified in section 4.a or 4.b of the General Provisions.

b. Grounds for Termination. In addition to our rights in sections 3.f and 6.a of the General Provisions, we may terminate the Agreement at any time without notice to you and without waiving our other rights and remedies if you have not submitted a Charge within any 12-month period.

c. Post-Termination. If the Agreement terminates or a party notifies the other party of its intent to terminate the Agreement, without waiving our other rights and remedies, we may withhold from you any payments and/or establish, continue to hold, or increase a Reserve until we have fully recovered all amounts owing to us or our Affiliates and for as long as there is financial exposure or risk to us or our Affiliates under the Agreement or any Other Agreement. If any amounts remain unpaid, then you and your successors and assigns remain liable for such amounts and shall pay us within 30 days of our request. You must also remove all displays of our Marks, return our materials and equipment immediately, return or destroy all of our confidential information immediately (except to the extent prohibited by Applicable Law), and submit to us any Charges and Credits incurred prior to termination.

d. Effect of Termination. Termination of the Agreement for any reason does not relieve the parties of their respective rights and duties under the Agreement that by their nature are intended to survive termination, including the provisions of sections 1, 3, 4, 5, 6, 7, and 8 of the General Provisions, our Chargeback rights, and your duties set forth in the Merchant Regulations to: (i) protect Cardmember Information, (ii) comply with your indemnification obligations, (iii) retain documents evidencing Transactions, and (iv) notify your Recurring Billing customers of

such termination. Our right of direct access to the Bank Account also survives until such time as all credits and debits permitted by the Agreement, and relating to Transactions prior to the effective date of termination, have been made.

7. DISPUTE RESOLUTION

We value our merchant relationships. Most merchant concerns can be resolved by contacting our Merchant Services representatives at tel: 1-800-528-5200 or by email: American.Express.Contract.Keying@aexp.com. Please be prepared to provide them with any information you have about the matter, including any efforts you may have made to address or resolve the matter. If Merchant Services is unable to resolve a complaint to your satisfaction, this section explains how Claims can be resolved through mediation, arbitration, or litigation. It includes an arbitration provision. Your agreement to this Dispute Resolution provision does not preclude you from bringing your concerns to the attention of any appropriate governmental agencies.

a. Notice of Claim. Before a party files a lawsuit or initiates a mediation or arbitration regarding a Claim, it agrees to send a written notice (*Claim notice*) to each party against whom the Claim is asserted. This provides the parties an opportunity to resolve the Claim informally or through mediation. The Claim notice by any party, including us, must describe the nature and basis of the Claim and state the specific monetary amount of the Claim, absent any interest, trebling, or similar additions, and/or any other relief demanded. Your Claim notice to us must also include your name, your Merchant name, Merchant address, Merchant d/b/a, Merchant mailing address (if different from your Merchant address), Merchant phone number, Merchant Tax ID, your Merchant Number(s) or your Service Establishment 10-Digit Number(s) with American Express, and be sent to our notice address set forth in section 4.c of the General Provisions.

b. Mediation. In mediation, a neutral mediator helps parties resolve a Claim. The mediator does not decide the Claim but helps parties reach a voluntary agreement to resolve the Claim.

i. Initiation of Mediation. Before beginning a mediation, you or we must first provide the Claim notice described above and attempt to resolve the Claim in good faith through informal negotiations. If the parties are unable to resolve the Claim through informal negotiations within 60 days of receiving the Claim notice, you or we then have 90 days to submit the Claim to JAMS (1-800-352-5267, jamsadr.com) or the American Arbitration Association (AAA) (1-800-778-7879, adr.org) for mediation, or to an alternative mediator mutually agreed upon in writing by you and us.

ii. Conduct of Mediation. You and we will cooperate in selecting a mediator from a panel of neutrals and in scheduling the mediation proceedings. Both parties will share equally the costs of any mediation proceedings but otherwise will be responsible for their own legal costs and expenses. You and we shall both have a business representative (either an employee or principal, the choice of whom shall be at the producing party's discretion) attend any Mediation, whether in-person or by remote videoconference.

iii. Confidentiality/Tolling. All communications made for the purpose of, in the course of, or pursuant to the mediation are confidential, and no evidence of any such communication is admissible for any purpose or subject to discovery. From the date you or we receive the Claim notice, all applicable statutes of limitations and defenses based upon the passage of time are tolled for 180 days or until termination of the mediation, whichever is earlier.

- iv. **Effect.** If neither party elects mediation within 90 days after the completion of the 60-day informal negotiation period, or the parties do not reach a resolution within a period of 90 days from the first meeting of the parties in mediation, then either party may elect to resolve the Claim by initiating a binding arbitration as set forth in section (c) below.
- c. **Arbitration.** You or we may elect to resolve any Claim by individual, binding arbitration. Claims will be decided by a single neutral arbitrator, except as provided below.

If arbitration is chosen by either party, neither you nor we have the right to litigate that Claim in court or have a jury trial on that Claim. Further, neither you nor we have the right to participate in a representative capacity or as a member of any class pertaining to any Claim subject to arbitration. Arbitration procedures are generally more limited than the procedures that apply in court, and discovery is generally more limited. The arbitrator's authority is limited to Claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it only applies to the specific Claim(s) arbitrated and cannot be used in any other arbitration or case except to enforce the award for that Claim. Other rights you or we would have in court may also not be available in arbitration. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision is final and binding.

- i. **Initiation of Arbitration.** Before beginning an arbitration, you or we must first provide the Claim notice described above. Claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the Claim is filed, except where those rules conflict with the Agreement (in which case the Agreement shall govern). If we choose the organization, you may select the other within 30 days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration and for other information. Claims may be referred to another arbitration organization if you and we agree in writing, or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (FAA). Any arbitration hearing that requires the physical presence of the parties (as opposed to a video appearance) shall take place in New York, New York, unless the parties agree in writing to an alternate venue.
- ii. **Limitations on Arbitration.** If either party elects to resolve a Claim by arbitration, that Claim will be arbitrated on an individual basis. There is no right or authority for any Claim to be arbitrated on a class action basis or on bases involving any Claim brought in a purported representative capacity on behalf of the general public, other Merchants, or other persons similarly situated. This prohibition is intended to, and does, preclude you from participating in any action by any trade association or other organization against us. Disputes brought by any party, including us, may not be joined or consolidated in arbitration with Claims brought by or against any third party. Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these *Limitations on Arbitration* is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) does not apply.
- iii. **Previously Filed Claims/No Waiver.** You or we may elect to arbitrate any Claim that has been filed in court at any time

before the earlier of the presentation of evidence at trial has begun and final judgment being entered on the Claim. Either you or we may choose to delay enforcing or to not exercise rights under this arbitration provision, including the right to elect to arbitrate a Claim, without waiving the right to exercise or enforce those rights on any other occasion. For the avoidance of doubt, and without limiting its scope, this section 7.c.iii applies to any class-action lawsuit relating to the "Honor All Cards," "non-discrimination," or "no steering" provisions of the Merchant Regulations, or any similar provisions of any prior Card acceptance agreement, that was filed against us prior to the date that the Agreement is effective.

iv. **Arbitrator's Authority.** The arbitrator has the power and authority to award any relief that would have been available in court, including equitable relief (e.g., injunction, specific performance) and, cumulative with all other remedies, shall grant specific performance whenever possible. However, the arbitrator has no power or authority to alter the Agreement or any of its separate provisions, including this section 7, nor to determine any matter or make any award except as provided in this section 7.

v. **Split Proceedings for Equitable Relief.** Either you or we may seek equitable relief in aid of arbitration prior to arbitration on the merits solely to preserve the status quo pending completion of such arbitration process. Equitable relief awarded pursuant to this section 7.c.v shall be enforced by any court of competent jurisdiction, and the party seeking enforcement is entitled to an award of all costs, including legal fees, to be paid by the party against whom enforcement is ordered following a violation of such award.

vi. **Small Claims Court: Injunctive Relief.** We shall not elect to use arbitration under this section 7.c for any Claim you properly file in a small claims court so long as the Claim seeks individual relief only and is pending only in that court. Injunctive relief sought to enforce the provisions of sections 8.a and 8.b of the General Provisions is not subject to the requirements of this section. This section is not intended to, and does not, substitute for our ordinary business practices, policies, and procedures, including our rights to Chargeback and to create Reserves.

vii. **Governing Law/Arbitration Procedures/Entry of Judgment.** This section 7.c is made pursuant to a transaction involving interstate commerce and is governed by the FAA. The arbitrator shall apply New York law, including the same substantive law, statutes of limitations and privileges as would apply in court. Arbitration will not be deemed initiated under section 7.b, including for statute of limitations purposes, until you or we submit a Claim notice as described in sections 7.a, a formal written arbitration demand is filed with the organization selected, and you either (A) pay your share of arbitration filing fees or (B) include in your written arbitration demand a request that we advance your share of arbitration filing fees. Subject to the tolling provisions of section 7.b.iii, neither sending a Claim notice alone nor requesting mediation constitutes initiation of arbitration for statute of limitations purposes. A business representative (either an employee or principal, the choice of whom shall be at the producing party's discretion) for both of you and us shall attend any Arbitration hearing, whether in-person or by remote videoconference. The arbitrator shall apply the rules of the arbitration organization selected, as applicable to matters relating to evidence and discovery, not the federal or any state rules of civil procedure or rules of evidence, provided that any party may

request that the arbitrator expand the scope of discovery by doing so in writing and copying any other parties, who shall have 15 days to make objections, and the arbitrator shall notify the parties of his/ her decision within 20 days of any objecting party's submission. Notwithstanding the previous sentence, if a Claim is for: (1) \$100,000 or less, you or we may elect to have the arbitration conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the rules of the selected arbitration organization, with no discovery; (2) more than \$100,000 and less than \$1,000,000, you and we shall be entitled to limited discovery, which shall include reasonable discovery of hard-copy and electronically-stored information, including not more than four custodians, the selection of which is to be approved by the arbitrator, who shall consider, *inter alia*, whether the discovery sought from one party is proportional to the discovery received by the other party, but shall not include depositions; or (3) \$1,000,000 or more, or includes a request for injunctive relief, (A) you and we shall be entitled to reasonable document and deposition discovery, including reasonable discovery of electronically-stored information, and no more than 10 depositions for each side, as approved by the arbitrator, who shall consider, *inter alia*, whether the discovery sought from one party is proportional to the discovery received by the other party. With respect to awards of \$500,000 or more and/or where injunctive relief is ordered by the arbitrator, either party can initiate an appeal by notifying the arbitration organization and all parties in writing within 60 days after the arbitrator's award is issued, after which the parties will select a three-arbitrator panel administered by the selected arbitration organization, which shall reconsider *de novo* any aspect requested of that award and whose decision (or award (if no written decision is timely requested)) is final and binding; the appeal will otherwise proceed pursuant to the arbitration organization's appellate rules. At the timely request of a party, the arbitrator(s) shall provide a written and reasoned opinion explaining his/her award. The arbitrator's decision is final and binding, subject to each party's right to appeal as stated in this section 7.c and/or to challenge or appeal an arbitration award pursuant to the FAA. If more than 60 days after the written arbitration decision is issued a party fails to satisfy or comply with an award or file a notice of appeal, if applicable, the other party shall have the right to seek judicial confirmation of the award in any state or federal court where the other party's headquarters or assets are located.

viii. Confidential Proceedings. The Claim, Claim notice, any subsequent arbitration proceeding and all testimony, filings, documents, and any information relating to or presented during the proceedings are confidential information not to be disclosed to any other party. All offers, promises, conduct, and statements, whether written or oral, made in the course of the Claim resolution, negotiations, mediation, arbitration, and proceedings to confirm arbitration awards by either party, its agents, employees, experts or attorneys, or by the mediator or arbitrator, including any arbitration award or judgment related thereto, are confidential and inadmissible for any purpose, including impeachment or estoppel, in any other litigation or proceeding involving any of the parties or non-parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation, mediation, or arbitration.

ix. Costs of Arbitration Proceedings. You will be responsible for paying your legal fees (except where otherwise provided in the Agreement), witness fees (including expert

witnesses), and your share of any arbitration fees (including filing, administrative, hearing and/or all other fees). At your written request, we will consider in our sole discretion, but will not be required, to make a temporary advance of your share of any arbitration fees or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

x. Additional Arbitration Awards. If the arbitrator rules in your favor for a net award in an amount greater than any settlement offer we made to you before any final arbitration award is announced, that arbitrator's award will include any money to which you are entitled pursuant to the award, but in no case less than \$5,000. If the arbitrator determines that the claims or defenses of a party to the arbitration lacked merit and were presented in bad faith or for purposes of harassment, the arbitrator shall award to the other party such fees and costs as reasonably incurred in responding to the improperly-presented claims or defenses.

d. Interest. To the extent permitted by Applicable Law, the parties expressly disclaim any entitlement to prejudgment, post-verdict, or post-judgment interest imposed by New York law or any other Applicable Law. If Applicable Law does not permit disclaiming such interest, any interest awarded by a court, tribunal, or arbitrator related to a Claim shall be calculated using a rate equivalent of the weekly average 1-year constant maturity Treasury yield, as published by the Board of Governors of the Federal Reserve System, for the calendar week preceding the date of the judgment, but in no event shall the interest rate exceed 5%. Any award for prejudgment, post-verdict, or post-judgment interest, if not permitted to be disclaimed under Applicable Law pursuant to the first sentence of this paragraph, shall use this rate and this rate only.

e. Definitions. For purposes of this section 7 only, (i) *we, our, and us* include any of our Affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables, and all agents, directors, and representatives of any of the foregoing, (ii) *you and your* include any of your Affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables and all agents, directors, and representatives of any of the foregoing, and (iii) *Claim* includes any allegation of an entitlement to relief, whether damages, injunctive or any other form of relief, against American Express, Merchant or any other entity that American Express has the right to join in or control its resolution, including any transaction using an American Express product or network or issue regarding an American Express policy or procedure.

f. Continuation. This section 7 survives termination of the Agreement, any legal proceeding to collect a debt, any bankruptcy and any sale of you or your assets (in the case of a sale, its terms apply to the buyer). If any portion of this Dispute Resolution section, except as otherwise provided in the *Limitations on Arbitration* subsection, is deemed invalid or unenforceable, it does not invalidate the remaining portions of this section 7, the Agreement, or any predecessor agreement you may have had with us, each of which is enforceable regardless of such invalidity.

8. MISCELLANEOUS

a. Confidentiality. You must keep confidential and not disclose to any third party the provisions of the Agreement or any other information that you receive from us that is not publicly available.

b. Proprietary Rights and Permitted Uses. Except as otherwise expressly specified in the Merchant Regulations, neither party has any rights in the other party's Marks, nor shall one party use the other party's Marks without its prior written consent, except that we may use your name, address (including your

website address or URLs), and telephone numbers and industry classification in any media at any time.

c. Your Representations and Warranties. You represent, warrant and covenant to us that as of the date that the Agreement is effective, and continuing during the term of the Agreement: (i) every statement made to us on your application or other information provided to us in relation to the Agreement is true, correct and complete; (ii) you are duly organized, validly existing, and in good standing under the laws of the jurisdiction in which you are organized; (iii) you are duly qualified and licensed to do business in all jurisdictions in which you conduct business; (iv) you have full authority to enter into the Agreement and all necessary assets and liquidity to perform your obligations and pay your debts under the Agreement as they become due; (v) there is no circumstance existing, threatened or pending that might have a material adverse effect on your business or your ability to perform your obligations or pay your debts under the Agreement; (vi) you are authorized to enter into the Agreement on behalf of your Affiliates and the individual who signs the Agreement or otherwise enters into it has authority to bind you and them to it; (vii) you are not doing business under a name or style not previously disclosed to us; (viii) you will use the services provided under the Agreement only for your own proper business purposes and will not resell, directly or indirectly, any part of those services to any individual or Entity unless expressly permitted in the Merchant Regulations or authorized by us; (ix) you will not submit Transactions between Cardmembers and any other individual or Entity, except as explicitly permitted by and in compliance with Chapters 13 and 14 of the Merchant Regulations (e.g., you will not engage in factoring or "laundering" of Transactions); (x) you own and control the Bank Account; (xi) you will not at any time during the term of the Agreement grant or pledge, any security interest or lien in the Reserve Assets or Bank Account to any individual or Entity without our consent; (xii) you have not assigned to any third party any payments due to you under the Agreement; (xiii) (A) all payments due to you arising from Charges are for bona fide sales of goods or services (or both) at your Establishments; and (B) all payments due to you arising from Charges are free of any liens, claims, or encumbrances other than ordinary sales taxes or liens or other security interests that you grant pursuant to credit facilities obtained in the ordinary course of business from your commercial banks or other financial institutions; (xiv) you are not (A) listed on the U.S. Department of Treasury, Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons List (available at www.treas.gov/ofac), (B) listed on the U.S. Department of State's Terrorist Exclusion List (available at www.state.gov), or (C) located in or operating under license issued by a jurisdiction identified by the U.S. Department of State as a sponsor of international terrorism, by the U.S. Secretary of the Treasury as warranting special measures due to money laundering concerns, or as noncooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization of which the United States is a member; and (xv) you have read the Agreement and kept a copy for your file. If any of your representations, warranties, or covenants in the Agreement become untrue, inaccurate, or incomplete at any time, you must immediately notify us and we may immediately suspend or terminate the Agreement with or without notice in our sole discretion.

d. Compliance with Laws. You shall comply with all Applicable Laws.

e. Governing Law; Jurisdiction; Venue. The Agreement and all Claims are governed by and shall be construed and enforced according to the laws of the State of New York without regard to internal principles of conflicts of law. Subject to section 7 of the General Provisions, any action by either party under the

Agreement shall be brought only in the appropriate federal or state court located in the County and State of New York. Each party consents to the exclusive jurisdiction of such court and waives any Claim of lack of jurisdiction or *forum non conveniens*.

f. Interpretation. In construing the Agreement, unless the context requires otherwise: (i) the singular includes the plural and vice versa; (ii) the term "or" is not exclusive; (iii) the term "including" means "including, but not limited to;" (iv) the term "day" means "calendar day;" (v) all amounts are stated in U.S. dollars; (vi) references to a "party" means us, on the one hand, and you, on the other hand; (vii) the term "may" (unless followed by "not") means "has the right, but not the obligation, to;" (viii) any reference to any agreement (including the Agreement), instrument, contract, policy, procedure, or other document refers to it as amended, supplemented, modified, suspended, replaced, restated, or novated from time to time; (ix) any reference to a website or a URL (or both) also refers to its successor website or URL; (x) all captions, headings, and similar terms are for reference only; (xi) use of the phrase "you and your Affiliates" or similar language in the Agreement shall not in any way limit the parties' intent for other uses of the term "you" to refer to both you and your Affiliates; and (xii) where specific language is used to illustrate by example or clarify a general statement, such specific language shall not be interpreted to modify, limit, or restrict the construction of the general statement. To the extent possible, the General Provisions, the provisions of the Merchant Regulations, and the provisions of any accompanying schedules or exhibits shall be interpreted to give each their full effect. However, if a conflict is deemed to exist between them, then that conflict shall be resolved in the following order of precedence: any accompanying schedules or exhibits shall control over the General Provisions or the Merchant Regulations (or both) and the Merchant Regulations shall control over the General Provisions.

g. Assignment. You shall not assign the Agreement, or any of your rights, interests, or obligations under the Agreement, whether voluntarily or by operation of law (including by way of sale of assets, merger, or consolidation), without our prior written consent. Any purported assignment without our prior written consent is voidable in our sole discretion. We may assign the Agreement, or any of our rights, interests, or obligations under the Agreement, without your consent. Except as otherwise specified herein, the Agreement binds, and inures to the benefit of, the parties and their respective successors and permitted assigns.

h. Waiver; Cumulative Rights. A party's failure to exercise any of its rights under the Agreement or its delay in enforcing any right shall not constitute a waiver of its rights, nor shall a party's waiver of its rights on any occasion constitute a waiver of such rights on any other occasion. No course of dealing by a party in exercising any of its rights constitutes a waiver of those rights. No waiver of any provision of the Agreement is effective unless it is in writing and signed by the party against whom the waiver is sought to be enforced. All rights and remedies of the parties are cumulative, not alternative.

i. Savings Clause. Other than as set forth in the last sentence of section 7.c.ii of the General Provisions, if any provision of the Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, that provision shall be replaced by an enforceable provision most closely reflecting the parties' intentions, with the balance of the Agreement remaining unaffected. If the provision that was previously held to be illegal or unenforceable is subsequently found to not be illegal or unenforceable as a result of a legislative, regulatory or judicial mandate or agreement of an authority with competent jurisdiction, such provision shall be reinstated in the Agreement

and shall supersede the replacement provision. If any such legislative, regulatory or judicial mandate that caused a provision to be held illegal or unenforceable is subsequently modified in any manner, the provision shall be replaced by an enforceable provision that most closely reflects the parties' intentions as shown by the original contract provision.

j. Amendments. We reserve the right to change the Agreement at any time (including by amending any of its provisions, adding new provisions, or deleting or modifying existing provisions) on at least ten days' prior notice to you, provided that we may change the Merchant Regulations pursuant to the provisions set forth below. You agree to accept all such changes (and further to abide by the changed provisions in the Merchant Regulations). We are not bound by any changes that you propose in the Agreement unless we expressly agree in a writing signed by our authorized representative. An email or other electronic communication does not constitute such a signed writing.

i. Scheduled Changes. The Merchant Regulations are published twice each year, in April and October. We may change the provisions of the Merchant Regulations in scheduled releases (sometimes called "Notification of Changes" in our materials) as follows:

- a release of scheduled changes, to be published every April, with changes that take effect in the following October or on such other date as we set forth in the Notification of Changes, and
- a release of scheduled changes, to be published every October, with changes that take effect in the following April or on such other date as we set forth in the Notification of Changes.

Where a scheduled change is to take effect during the period between two editions of the Merchant Regulations, we will also include the change in the edition of the Merchant Regulations covering the period during which the change shall take effect, noting the effective date of the change.

ii. Unscheduled Changes. We may also change the provisions of the Merchant Regulations in separate unscheduled releases at any time, which shall take effect ten days after notice to you unless another effective date is specified in the notice.

k. Entire Agreement. The Agreement is the complete and exclusive expression of the agreement between you and us regarding the subject matter of the Agreement and supersedes any prior or contemporaneous agreements, understandings, or courses of dealing regarding such subject matter.

l. Disclaimer. WE DO NOT MAKE AND HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES RELATING TO THE AGREEMENT WHETHER EXPRESS, IMPLIED, OR ARISING BY LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF TITLE OR NON-INFRINGEMENT.

m. No Third-Party Beneficiaries. Except for the indemnitees specified in section 5.a of the General Provisions, the Agreement does not and is not intended to confer any rights or benefits on any individual or Entity that is not a party to the Agreement and none of the provisions of the Agreement are enforceable by any individual or Entity other than the parties to the Agreement, their successors and permitted assigns. The parties reserve the right to amend or terminate the Agreement without the consent of those indemnitees.

n. Public Communications. You shall not issue any press release or make any other public announcement or statement relating to the Agreement, us or our Affiliates or the services we provide without our prior written consent.

o. Independent Contractors. You and we are independent contractors. No agency, partnership, joint-venture, or employment relationship is created between the parties by the Agreement. Each party is solely responsible for its own acts and omissions and those of its respective agents, employees, representatives, and subcontractors in connection with the Agreement.

p. Electronic Signatures. The parties are entitled to sign and transmit an electronic signature of the Agreement. To the extent either party signs the Agreement by electronic signature, each party acknowledges and agrees that this electronic method of signature is as conclusive of the signing party's intention to be bound by the Agreement as if that party had signed the Agreement by manuscript (pen and paper) signature.

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.

By:



Anna Marrs
Group President, Global Merchant & Network Services

SCHEDULE A

Provisions required by Florida law

POLITICAL CAMPAIGNS

During the term of this Agreement, Amex shall comply in all respects with any and all applicable provisions of the Florida Election Code, the Florida Code of Ethics, and the Palm Beach County Code of Ethics, as they relate to participation in or contributions to political campaigns for City elective office.

SCRUTINIZED COMPANIES

- A. Pursuant to Section 287.135, a company is ineligible to and may not, bid on, submit a proposal for, enter into, or renew, a Contract with a local government entity for goods or services in any amount if the company is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.
- B. By entering into this Agreement, Amex certifies that Amex is not on the Scrutinized Companies that Boycott Israel List, and that Amex is not engaged in a boycott of Israel. The City reserves the right to terminate any contract in which Amex violates Section 287.135, Florida Statutes.
- C. Amex shall notify the City if, at any time during the term of this Contract, Amex is placed on the Scrutinized Companies that Boycott Israel List, or that Amex is engaged in a boycott of Israel. Such notification shall be in writing and provided by Amex to the City within ten (10) days of the date of such occurrence.
- D. In the event the City determines, using credible information available to the public, that Amex has submitted a false certification or Amex is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Contract and seek a civil penalty, and other damages and relief, against Amex, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Amex.
- E. Amex shall not seek damages, fees, or costs against the City in the event the City terminates the Contract pursuant to this provision.

PUBLIC ENTITY CRIMES

Amex acknowledges that it has been informed by City of, and is in compliance with, the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as an Amex, supplier, Amex, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for

CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

PUBLIC RECORDS

A. The City of Sunrise is a public agency subject to Chapter 119, Florida Statutes. This Contract requires Amex to provide Services, and therefore Amex shall comply with Section 119.0701, Florida Statutes. Specifically, Amex shall:

1. Keep and maintain all public records related to the performance of the Services.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records, or allow the records to be inspected or copied within a reasonable time, at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract.
4. Upon completion or other termination of the Contract, keep and maintain the public records required by the City to perform the Services. Amex shall meet all applicable requirements for retaining public records set out in Florida law.
5. In addition to maintaining the records pursuant to Paragraph Number 4 above, provide to the City all records that were stored electronically by Amex, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

B. The failure of Amex to comply with the provisions set forth in this Article, or to comply with the City's request for records, shall constitute a default and breach of this Contract, and the City shall, in its discretion, pursue any and all remedies against Amex provided for under this Contract or at law.

C. IF Amex HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO Amex'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV).

FOREIGN GIFTS AND CONTRACTS

Pursuant to Fla. Stat. §286.101(3), where the amount of the Purchase is \$100,000.00 or more, Amex shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Amex represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this CONTRACT, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this CONTRACT.

ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Section 287.138, Florida Statutes, prohibits the City from entering in to a contract which would give access to an individual's personal identifying information to an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the

City with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute.

Amex shall certify compliance with section 287.138, Florida Statutes, by executing the Amex Certification regarding Entities of Foreign Countries of Concern, which is included as Attachment A The City reserves the right to terminate this Agreement in the event Amex has provided a false certification or otherwise violates Section 287.138, Florida Statutes.

E-VERIFY

By entering into this Agreement, Amex becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to registration with and utilization of the E-Verify System to verify the work authorization status of all new employees and *requiring all Amex/subconsultants to provide an affidavit attesting that the Amex/subconsultant does not employ, contract with, or subcontract with, an unauthorized alien.* Amex must maintain a copy of this affidavit for the duration of the Agreement. Failure to comply will lead to termination of this Agreement, or if a Amex/subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Amex, the Amex may not be awarded a public contract for a period of 1 year after the date of termination. Should Amex violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

Discriminatory Vendor List

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement Amex represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

Antitrust Violations

Amex has a continuous duty to disclose to you if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Amex certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at your option consistent with Section 287.137, Fla. Stat. as amended.

NONCOERCIVE CONDUCT FOR LABOR

Amex shall comply with the requirements of Section 787.06(14), Florida Statutes, by having an officer or other authorized representative of the Amex execute the Affidavit attached hereto as Attachment B, which attests, under penalty of perjury, that it does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes.

Attachment A

FOREIGN COUNTRY OF CONCERN ATTESTATION

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Amex is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____

Date: _____

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 202___,

by _____ (name of person acknowledging)

as _____ (type of authority, . . . e.g.

officer, trustee, attorney in fact) for _____ (name

of party on behalf of whom instrument was executed) .

Notary Public

State of _____ at Large

My Commission Expires:

My Commission Number:

Attachment B

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: _____ (“Amex”)

Amex FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Amex is required to provide an affidavit under penalty of perjury attesting that Amex does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Amex, I certify that Amex does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Name of Amex: _____

(Firm Name as Registered with their State of origin)

Authorized Signer:

Name of Authorized Signer: _____

Title of Authorized Signer: _____

President or other Authorized Officer/Member/Manager

Email for Authorized Signer: _____

Authorized Written Signature: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 202__, by _____ (name of person executing the affidavit) _____ (type of authority (e.g. officer, trustee, attorney in fact) for _____ (name of Provider).

Notary Public
State of _____ at Large
My Commission Expires:



EXHIBIT 2

**AGENCY PARTICIPATION AGREEMENT
FOR AMERICAN EXPRESS® CARD ACCEPTANCE**

[CITY 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 **CITY OF SUNRISE** (*you and your*).

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

1. The terms and conditions of the Agreement for American Express® Card Acceptance between the **City of Sunrise** and us (*Master Agreement*) are incorporated herein by this reference as if fully set forth herein and all references therein to “you” and “your” apply to you. Capitalized terms used but not defined herein have the same meaning as in the Master Agreement, unless specified to the contrary.
2. You agree to accept the Card under the terms of the Master Agreement. You represent that you have received all the necessary approvals from the State Treasury Department to allow you to enter into this Agency Participation 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, and 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.

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

[CITY ENTITY]

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.

By: _____

By: _____

Name: _____

Title: _____

Date: _____

Date: _____