# Ventra Retail Network Application Checklist

#### **Retailer Agreement**

- ✓ Enter your company name and address on page 1
- ✓ Enter your company name and address on page 4
- ✓ Sign your name, print your name and enter the date under the Retailer section on page 5

#### **Retailer Information Profile**

- ✓ Enter your company information in the Retailer Information section on page 1
- ✓ Enter the information of the company's owner in the Owner Information section on page 1
- ✓ The Creditor Information on page 1 is optional

#### **Authorization for ACH Payments**

- ✓ Enter the name of your company at the top of the form.
- ✓ Enter your banking information in the middle of the form
- ✓ Print your name, sign your name and enter the date on the bottom of the form

#### W-9 Form

- Enter your company information at the top of the form
- ✓ Enter your Taxpayer Identification Number (TIN) in Part I of the form
- ✓ Sign and certify in Part II of the form

#### **Submit Application**

Email or fax your application to Ventra Retail Support. Fax: 312-283-1790 Email: retailsupport@ventrachicago.com





#### This Retailer Agreement ("Agreement")

is made between:

Cubic Transportation Systems, Inc. 5650 Kearny Mesa Road San Diego, CA 92111 (Cubic)

and:			
		,	 _
(Retailer)			

#### **Recitals**

WHEREAS, Cubic, is a CTA Contractor, and the developer of the Ventra<sup>™</sup> Fare Payment System used by the Chicago Transit Authority (CTA) and the Pace Suburban Bus Company (Pace) and Retailer is a business willing to offer for sale Ventra<sup>™</sup> MasterCard Cards ("Ventra<sup>™</sup> Card") to the general public.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth below and for other good and valuable consideration, the Parties agree as follows:

#### 1 Retailer's Obligations

- 1.1 The Retailer agrees to offer for sale and load value onto Ventra™ MasterCard Cards ("Ventra™ Card") that store transit value and passes for transit services to the general public.
- 1.2 Retailer may accept cash, check, debit cards or credit cards as payments for loading value onto the Ventra™ Cards. No transaction fee, service fee, administrative fee, commission or any other charge or fee can be deducted from the Fare Price by Retailer and no such charge or fee can be imposed by Retailer on Cubic, the CTA or Pace and its customers in connection with the purchase of a CTA or Pace Fare whether through a credit/debit/payment card or cash. The full amount of payment by the customer must be loaded by Retailer onto the Ventra™ Cards.
  - (a) Retailer is solely responsible for the risk associated with accepting payment by credit card, debit card or check.

Ventra™ Retail Agreement

Cubic Transportation Systems, Inc.

- (b) Cubic shall have the right to deduct from Retailer's commission any amounts owing to it as a result of transactions completed by the Retailer, regardless of whether the Retailer has collected payment.
- 1.3 The Retailer shall comply with all reasonable instructions from Cubic regarding the sale of and the loading of value onto Ventra<sup>TM</sup> Cards.
- 1.4 The Retailer shall provide the Ventra<sup>™</sup> Card cardholder with a receipt from the Retailer's electronic cash register for the value of the transaction and retain a copy of this receipt for its records.
- 1.5 The Retailer shall:
  - (a) Exercise its best efforts to ensure that no fraud or theft is committed against the Ventra™ program or Cubic through the Retailer's Ventra™ Card sales, and if any fraud or theft is discovered, including any transactions with credit cards or checks that do not clear or are discovered to be fraudulent, to promptly report it to Cubic.
  - (b) Fully cooperate with Cubic in the investigation and prosecution of any theft or fraud found in the Ventra™ program.
  - (c) Adhere to Ventra<sup>™</sup> Product Storage Security Guidelines attached to this Agreement.
  - (d) Permit Cubic or the CTA to conduct any audit in connection with the sale of Ventra™ Cards.
- 1.6 The Retailer shall maintain accurate records of all transactions involving the Ventra<sup>™</sup> Cards, including copies of all transaction receipts for a period of three years from the date of each transaction. Retailer will keep all Ventra<sup>™</sup> cardholders' information confidential as set forth in section 4.3 hereof.
- 1.7 The Retailer shall give Cubic permission to withdraw the money collected on behalf of the Ventra™ System ("Ventra™ Funds") from an account designated by the Retailer ("Account"). Retailer will sign all paperwork and provide the information required in the attached ACH Authorization form to give Cubic access to the Account.



- (a) The Retailer may change the Account by giving Cubic ten (10) Business Days written notice of the new account number. Retailer is liable if the Account number given is incorrect.
- (b) Retailer agrees that the money collected on behalf of the Ventra™ System belongs to Cubic and the Retailer cannot use that money.
- (c) Using the information downloaded from the Point of Sale Device POS(s), Cubic will calculate the amount of money it is owed and remove or sweep that amount from the Account each Tuesday and Friday. The Tuesday sweep will include Ventra sales from the preceding Friday through Monday and any monies outstanding from the previous sweep. The Friday sweep will include Ventra sales from the preceding Tuesday through Thursday.
- (d) Retailer agrees to keep at least a normal day's cash collection in reserve in the Account at all times.
- (e) Retailer agrees that its participation in the Ventra retail network is subject to a satisfactory credit rating and agrees to complete and provide the Retailer Information Profile attached to this Agreement.
- 1.8 If there is any delay or dispute between Retailer and Cubic regarding payments or if Retailer cancels the direct debit authority mentioned above, this Agreement, including the Retailer's right to sell and load value onto Ventra™ Cards, may be suspended by Cubic after notice to and approval by the CTA until the issue is resolved or may be terminated as set forth in Section 6 hereof.
- 1.9 Point of Sale Device (POS): Retailer agrees to the following:
  - Ensure the POS(s) provided to Retailer by Cubic are used only in accordance with this Agreement.
  - (b) All POS(s) are owned by Cubic. If the Retailer opts out of the program, or this Agreement is terminated for any reason, the

#### Ventra™ Retail Agreement

#### Cubic Transportation Systems, Inc.

Retailer's POS(s) must be returned to Cubic in good working order, normal wear and tear excepted, subject to other possible deductions set forth in this Agreement. Title to and ownership of POS(s), including all intellectual property used in connection therewith will remain with Cubic.

- Retailer shall provide an internet connection (c) to each POS for connection with the Ventra<sup>™</sup> reconciliation system. This will allow the Ventra™ System to reconcile the amount of sales at each POS. This connection must be located within a reasonable proximity of the desired POS device location and must be easily accessible. Cubic will provide external signal cabling for up to 100 feet. Cubic installation personnel will run external cables only. Any cable routing requiring property modification such as drilling, cutting, access to enclosed areas such as ceilings is entirely the Retailer's responsibility. Cubic will not be responsible for resolving internet and networking issues.
- (d) The Retailer shall provide a 110 VAC power outlet for each POS, located within a reasonable proximity of the terminal. This power connection must be located within 10 feet of the POS device location.
- (e) The Retailer shall not attempt to sell, assign or sub-lease the POS(s) or allow any third person to use the POSs without Cubic's prior written consent.
- (f) The Retailer shall be responsible for any POS that is lost, stolen or damaged. The replacement cost of each POS is \$400.00 inclusive of shipping. The replacement will be provided to Retailer within three business days.
- (g) If a POS stops working or is damaged, the Retailer must notify Cubic or its designee within two Business Days so that Cubic may replace or repair the equipment. Cubic will determine whether the Retailer is responsible to pay for such repair or replacement based on Cubic's reasonable





Cubic Transportation Systems, Inc.

assessment of the damage or failure of the POS.

- (h) Cubic (or its representative) will assist with POS installation and provide remote help desk assistance to troubleshoot any issues. If the POS requires replacement, the replacement terminal will be shipped overnight. Upon receipt of replacement terminal, the Retailer will send the defective terminal back to Cubic (or its representative).
- (i) If Retailer needs to move the POS from its installed place within same location, Retailer must notify Ventra Services Help Desk. The Help Desk will walk Retailer through the move and make sure the POS is set up properly at its new location. Retailer may not move POS to a different address without Cubic consent.

#### 2 Cubic's Obligations

- 2.1 Cubic will provide Retailer with one POS for each store that will be used to sell and add transit value to Ventra™ Cards.
- 2.2 Card Processor will provide service and repair of POS.
- 2.3 Cubic will supply the Retailer with the following:
  - (a) Non-active Ventra<sup>™</sup> Cards that the Retailer will load value onto during a transaction with a Ventra<sup>™</sup> customer. Cubic shall deliver the Ventra<sup>™</sup> Cards to the Retailer and Retailer shall sign for the delivery of the Ventra<sup>™</sup> Cards for inventory control purposes. These Ventra<sup>™</sup> Cards will become active for transit use once they are provided to the customer or value is added to them.
    - (i) Each Ventra<sup>™</sup> Card is worth \$5.00 and the Retailer will be liable for that value to Cubic if the cards are lost, stolen or damaged while in the Retailer's possession.
  - (b) Start-up supplies of (printer paper). Retailer will be responsible for on-going inventory of paper.
    - (i) Approximately \$.50 per roll. A roll is115 feet and would yield

approximately 345 transactions at an average of 4" per receipt.

- 2.4 Subject to the other terms of this Agreement, Cubic will pay to Retailer a Commission of one and one half (1.5%) of the transaction amounts actually received by Cubic each day. The commission will be deducted from the amount removed or swept from the Retailer's Account.
- 2.5 Retailer acknowledges and agrees that the Commission amount is the only compensation it will receive from Cubic.
- 2.6 Not Used
- 2.7 Cubic will provide its standard training to Retailer's personnel on how to use the POS and how to answer general questions about Ventra™. Retailer will also have access to the maintenance management help desk.

#### 3 Promotional Material

- 3.1 Cubic will provide the Retailer with promotional materials to market the Ventra<sup>™</sup> program to the general public. Retailer shall not alter the promotional material in any way.
- 3.2 The Retailer agrees to display the promotional material in accordance with Cubic's directions.
- 3.3 The Retailer authorizes Cubic to use the Retailer's name, address and phone number in any advertising campaigns Cubic undertakes in respect of the Ventra™ program.

#### 4 Liability

4.1 IN NO EVENT SHALL CUBIC BE LIABLE TO RETAILER
FOR ANY SPECIAL, COLLATERAL, EXEMPLARY,
INCIDENTAL, INDIRECT OR CONSEQUENTIAL
DAMAGES WHATSOEVER (INCLUDING, WITHOUT
LIMITATION, DAMAGES FOR PARTICIPATION IN THE
VENTRA™ PROGRAM, EQUIPMENT AND SERVICES
PROVIDED HEREUNDER, THE REMOVAL AND
REINSTALLATION OF EQUIPMENT, LOSS OF
GOODWILL, LOSS OF SAVINGS, LOSS OF PROFITS, OR
BUSINESS INTERRUPTION) ARISING OUT OF THE USE
OF OR INABILITY TO USE ANY EQUIPMENT OR
SERVICES DESCRIBED HEREIN EITHER SEPARATELY
OR IN COMBINATION WITH ANY OTHER EQUIPMENT
OR SERVICES, OR OTHER MATERIALS AND SERVICES





Cubic Transportation Systems, Inc.

EVEN IF RETAILER HAS BEEN ADVISED OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES. CUBIC'S TOTAL AGGREGATE LIABILITY HEREUNDER WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL IN NO EVENT EXCEED THE PRICE PAID BY RETAILER FOR EQUIPMENT AND SERVICES PROVIDED HEREUNDER.

- 4.2 The Retailer will indemnify Cubic, CTA and Pace against all loss, damage, expense or liability (including without limitation any claims by third parties) suffered or incurred by:
  - (a) Cubic, CTA and Pace as a consequence of any breach of this Agreement by the Retailer;
  - (b) Cubic or Ventra<sup>™</sup> Card cardholders as a consequence of the fraud, negligence or any illegal action of the Retailer or its employees or agents; or
  - (c) Cubic as a consequence of the Retailer providing incorrect Account details that prevent Cubic from withdrawing money from the Account pursuant to section 1.7 hereof.
- 4.3 Retailer is required to keep all Ventra™ customer information that it may have access to confidential and not use any information gathered from the operation of this Agreement in any manner except in support of this Agreement unless authorized to do so by Cubic.

#### 5 Force Majeure

Neither party will be liable to the other for any failure to perform, or for any delay in performing any of its obligations under this Agreement where the failure or delay is occasioned by any act, thing or cause beyond a party's reasonable control.

#### 6 Termination

- 6.1 Either party may terminate the Retailer's participation in the Ventra<sup>™</sup> program and this Agreement for convenience at any time by giving 20 Business Days advance written notice to the other party.
- 6.2 CTA as a third party beneficiary may substitute a new Contractor as a party to this Retail Agreement

- and that in such event the Retailer shall continue to perform.
- 6.3 Cubic may upon notice to Retailer terminate this Agreement for cause and at its sole discretion or immediately without notice to Retailer if in Cubic's reasonable opinion the Retailer does not comply with the terms of this Agreement.
- 6.4 Cubic may also terminate this Agreement immediately if:
  - the Retailer becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of bankruptcy;
  - (b) the Retailer, if a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving; or
  - (c) the Retailer, if a natural person, becomes, threatens to become or is in jeopardy of becoming bankrupt or the Retailer dies.
- 6.5 Upon termination of this Agreement, Cubic will remove the POS(s) from the Retailer's premises, and Retailer authorizes Cubic to enter the premises at any reasonable time to effect this removal.

#### 7 No Assignment

The Retailer may not assign all or any of its rights or obligations under this Agreement without the prior written consent of Cubic.

#### 8 General

- 8.1 This Agreement may only be amended or supplemented in writing, signed by the parties.
- 8.2 This Agreement is the entire agreement of the parties on the subject matter.
- 8.3 This Agreement is governed by the law in force in the State of Illinois, USA.
- 8.4 The CTA and Pace shall be a third party beneficiary to this Agreement.

#### 9 Notices

9.1 Any notice or other communication regarding this Agreement must be in legible writing, written in English and mailed or faxed to

#### For Cubic:



### Ventra™ Retail Agreement

Cubic Transportation Systems, Inc.

Ventra<sup>™</sup> Retail Sales Manager Cubic Transportation Systems, Inc. 221 N. LaSalle, Suite 500 Chicago, IL 60601

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#### 10 Interest on Default in Payment of Transactions

- 10.1 If the Retailer does not timely provide Cubic with the proceeds collected on behalf of Cubic for the Ventra™ program, the Retailer is immediately liable to pay to Cubic:
  - (a) the outstanding Ventra<sup>™</sup> money; and
  - (b) interest calculated daily on the outstanding Ventra™ balance at the annual rate of 10%.

#### 11 Counterparts

11.1 This Retailer Agreement may be executed in counterparts and transmitted by facsimile or email, each of which, when so executed and transmitted, shall be deemed to be an original, and all such counterparts together shall constitute one and the same document.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be made effective and executed as of the date set forth by their respective duly authorized officials.

•	•

Date

Cubic Transportation Systems, Inc.



### Cubic Transportation Systems, Inc.

# Authorization Agreement For: Direct Deposits (ACH Credits) and Direct Payments (ACH Debits)

Company/Individual Name	
to initiate Automatic Clearing indicated at the depository find DEPOSITORY, for payments or (we) acknowledge that the or comply with the provisions of	Transportation Systems, Inc. hereinafter called "Cubic", House (ACH) debits and/or credits against our account ancial institution named below, hereafter called Ventra™ fare card activity and Ventra™ related services. gination of ACH transaction to my (our) account must J.S. Law.
	State Zip
Routing Number	Account Number
is requested and approved by wish to terminate these paym	n effect until such times as: (a) a change of bank accoun Cubic or (b) Cubic has received written notification of ou ent arrangements as required by the Ventra™ program. d Depository 14 days to terminate this authorization an ons.
Merchant Name	Title
Signature	Date
Cubic Representative	Title
Signature	Nate



### **Retailer Information Profile**

Cubic Transportation Systems, Inc.

RETAILER INFORMATION (REQUIRED)						
Name:						
Doing Business As:						
In Business Since:	Federal Tax ID #:					
Phone:	E-mail:					
Current address:						
City:	State:	ZIP Cod	de:			
Do you currently accept Debit/Credit cards?	Yes	No	(Please circle one.)			
Do you currently reload Prepaid Debit or Gift Cards	? Yes	No	(Please circle one.)			
The Ventra Terminal requires an Internet connection. Which type of connection are you able to support?  Wired Wireless (Please circle one)						

OWNER INFORMATION (REQUIRED)						
State:	ZIP Code:					
E-mail:	Fax:					
How long have you been at this address?  If less than 2 years please provide previous address below.						
State:	ZIP Code:					
CREDITOR REFERENCE (OPTIONAL)						
	Phone:					
State:	ZIP Code:					
	Phone:					
State:	ZIP Code:					
	State: E-mail: s below. State: RENCE (OPTIONA					

Last Updated: 2/27/2013 1

## Form W-9

(Rev. December 2014) Department of the Treasury Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.										
ge 2.	2 Business name/disregarded entity name, if different from above										
Print or type See Specific Instructions on page	3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate single-member LLC			e	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any)						
it or ty struction	single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)  Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  Other (see instructions)					Exemption from FATCA reporting code (if any)					
돌류	☐ Other (see instructions) ▶				(Applies to accounts maintained outside the U.S.)						J.S.)
Pecific	5 Address (number, street, and apt. or suite no.)	Requeste	and address (optional)								
See S	6 City, state, and ZIP code										
	7 List account number(s) here (optional)	***************************************									······
Par	Taxpayer Identification Number (TIN)										
	our TIN in the appropriate box. The TIN provided must match the name given on line 1 to av	UIG _	Social	seci	urity r	ıumb	er				
backup withholding. For individuals, this is generally your social security number (SSN). However, f resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>		•			_			-			
T/N on page 3.											
	Note. If the account is in more than one name, see the instructions for line 1 and the chart on page		Emplo	yer i	er identification number						_
guidelines on whose number to enter.				-							
Parl	II Certification	•			•				•		•
Under penalties of perjury, I certify that:											
1. The	number shown on this form is my correct taxpayer identification number (or I am waiting for	a numbe	er to b	e iss	ued t	o me	e); ar	ιd			
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and											
3. I am a U.S. citizen or other U.S. person (defined below); and											
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.											
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.					nd						
Sign Here	Signature of U.S. person ► Da	ate ▶									
Sorm 1008 (home mortgage interest) 1009.E (student logn interest) 1009.T											

#### General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.