

MASTER SERVICES AGREEMENT

This Master Services Agreement (“MSA”) is among the Officer of the State Treasury of the State of Georgia on behalf of Customers (as defined below) and Wells Fargo Merchant Services, L.L.C. (“Processor”) and Wells Fargo Bank, N.A. (“Bank”), (collectively referred to herein as “Servicers”) for the Services identified below. OST is signing this Agreement on behalf of the Customers that are entitled to use this MSA and Addenda as part of the RFQB Event Number OST 23/001 dated July 1, 2023.

GENERAL TERMS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OST (on behalf of Customers) and Servicers agree as follows:

I. MASTER SERVICES AGREEMENT STRUCTURE

- A. Master Services Agreement.** This MSA between OST (on behalf of Customers) and Servicers is composed of these General Terms, the Card Processing Terms Addendum (See Exhibit 1), and specific product and service attachments (containing any other product and/or service-specific terms (each a “Product Addendum”, and collectively, “Product Addenda”, see Exhibit 1), and the Participation Agreement, (collectively, the “Agreement”).
- B. Participating Entities.** Any State of Georgia government agencies, departments, commissions, boards, bureaus, authorities, institutions and local government entities (each, a “Customer”, or collectively, “Customers”) that execute an agreement with Servicers for the Services under this MSA, the Card Processing Terms Addendum and any applicable Product Addenda (each a “Participation Agreement”, see Exhibit 2), may each be referred to as either “Customer” or a “Participating Entity”, and collectively may be referred to as the “Participating Entities”. Each Customer shall be responsible for its own individual performance and compliance with the terms of its Participation Agreement, and the OST may serve as a coordinator for Servicers’ Services under, but shall not be a party to, any such Participation Agreement.
- C. Order of Precedence.** In the event of contrary or inconsistent terms and conditions within documents comprising the Agreement, the following order of precedence will apply: (1) General Terms; (2) Participation Agreement; (3) the applicable Product Addenda; and (4) the Card Processing Terms Addendum. Modifications intended to affect all documents comprising the Agreement, or any Customer’s Participation Agreement and the documents comprising such Participation Agreement, may only be made by a written amendment to the MSA.

II. TERM AND TERMINATION

- A. General.** The Agreement commences upon complete execution and shall remain in effect for an initial term of three (3) years (the “Initial Term”) and may be renewed for two (2) successive one (1) year periods. Each Participation Agreement will have the Effective Date and term set forth in such document.
- B. Definitions.** Any capitalized term used, but not defined in these General Terms shall have the meaning set forth elsewhere in the Agreement, including without limitation the Card Processing Terms Addendum, the Operating Procedures or Product Addenda, as applicable.
- C. Survival of Certain Provisions.** Those provisions of the Agreement which would require that they survive the termination of the Agreement, in whole or part, in order to give them full force and effect will survive the termination of the Agreement in whole or part for any reason, regardless of the date, cause or manner of such termination.
- D. Termination for Convenience.** Either Party may terminate the Agreement at any time, without cause by providing written notice to the other Party at least 180 days prior to the effective termination date.

III. SERVICES

- A. Services.** The Services shall be as defined in the Card Processing Terms Addendum and the Product Addenda.

IV. CONFIDENTIALITY AND SECURITY

- A.** Unless Customer obtains consents from Servicers and each applicable Card Organization, Issuer and Cardholder, Customer must not use, disclose, store, sell or disseminate any Cardholder information obtained in connection with a Card transaction (including the names, addresses and Card account numbers of Cardholders) except for purposes of authorizing, completing and settling Card transactions and resolving any Chargebacks, Retrieval Requests or similar issues involving Card transactions, other than pursuant to a court or governmental agency request, subpoena or order. Customer shall use proper controls for and limit access to, and render unreadable prior to discarding, all records containing Cardholder account numbers and Card imprints. Customer may not retain or store Magnetic Stripe data or Card Validation Codes after a transaction has been authorized. If Customer stores any electronically captured signature of a Cardholder, Customer may not reproduce such signature except upon Servicers' specific request.
- B.** Customer acknowledges that Customer will not obtain ownership rights in any information relating to and derived from Card transactions. Cardholder account numbers, personal information and other Card transaction information, including any databases containing such information, may not be sold or disclosed to a third party as an asset upon a bankruptcy, insolvency or failure of Customer's business. Upon a bankruptcy, insolvency or failure of Customer's business all Card transaction information must be returned to Servicers or acceptable proof of the destruction of all Card transaction information must be provided to Servicers.
- C.** Customer will treat the Card Organization Rules and any information supplied or otherwise made accessible by Servicers or their agents as confidential, including without limitation, (i) information about the products, services, operations, procedures, customers, suppliers, sales, pricing, business plans and marketing strategies of Servicers, their respective Affiliates and the customers, clients and suppliers of any of them; (ii) any scientific or technical information, design, process, procedure, formula, or improvement that is commercially valuable and secret in the sense that its confidentiality affords Servicers a competitive advantage over its competitors; and (iii) all confidential or proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, databases, inventions, know-how, show-how and trade secrets, whether or not patentable or copyrightable and will not disclose the same to any third parties, provided, however, that these restrictions do not apply to information: (a) rightfully obtained on a non-confidential basis from a Person, and which Person was not subject to a duty of confidentiality, (b) rightfully and independently known by Customer on a non-confidential basis prior to its disclosure or (c) generally available to the public (including under the Georgia Open Records Act OCGA 50-18-70 et. Seq.) other than through any disclosure by or fault of Customer, or Customer's agents or representatives.
1. Servicers' confidential information shall be used by Customer only to exercise Customer's rights and to perform Customer's obligations hereunder. Customer shall receive Servicers' confidential information in confidence and not disclose the confidential information to any third party, except as may be agreed upon in writing by Servicers. Customer shall safeguard all of Servicers' confidential information using a reasonable degree of care, but not less than that degree of care used by Customer in safeguarding its own similar information or material. Upon request by us or upon termination of the Agreement, and/or Customer's Participation Agreement, Customer shall return to us or destroy all of our confidential information in its possession or control.
 2. The obligations of confidentiality and restrictions on use in this Section shall not apply to any confidential information that: (i) was in the public domain prior to the date of the Participation Agreement or subsequently came into the public domain through no fault of Customer; (ii) was received from a third party free of any obligation of confidence of Customer to the third party and which third party, to Customer's knowledge, was not

under an obligation to keep the information confidential; (iii) was already in Customer's possession prior to receipt from us; (iv) is required to be disclosed by law (including the Georgia Open Records Act OCGA 50-18-70 et Seq.), regulation or court order after giving us as much advance notice as practical of the possibility of disclosure; or (v) is subsequently and independently developed by Customer's employees, consultants or agents without use of or reference to our confidential information.

3. Except as specifically provided for herein, this Section does not confer any right, license, interest or title in, to or under our confidential information to Customer. Except as specifically provided for herein, no license is hereby granted to Customer under any patent, trademark, copyright, trade secret or other proprietary rights of Servicers'.

4. Customer acknowledges that breach of the restrictions on use or disclosure of any of Servicers' confidential information would result in immediate and irreparable harm to us, and money damages would be inadequate to compensate for that harm.

D. With respect to any information received by Servicers from Customer via its use of the Services, Servicers will keep such information confidential in accordance with applicable law; provided, that Servicers may disclose such information (i) to third parties as Servicers deem appropriate to provide the Services, (ii) Servicers' auditors and attorneys (internal and external) and regulators, (iii) as required or permitted by law, regulation or court order (iv) to Servicers' respective Affiliates as Servicers deem appropriate. In addition, Servicers may use data collected as part of performing payment processing or other transaction-related services for Customer for the purpose of providing additional products and services to Customer, other merchants, or third parties. As permitted by law this includes collecting, using, and anonymizing cardholder information, dates, amounts, and other data from Customer transactions ("Transaction Data") to provide Customer with analytic products and services as well as collecting and using Transaction Data anonymized and aggregated with other merchants' transaction data to provide Customer, other merchants, and third parties with analytic products and services.

E. Customer shall not assign to any Person, the rights to use the Marks of Servicers, Servicers' agents or the Card Organizations.

F. All rights, title, and interest in and to all intellectual property related to the Services (including without limitation, the content of any materials, web screens, layouts, processing techniques, procedures, algorithms, and methods), owned, developed or licensed by Servicers prior to, during the term of, or after the Agreement, or employed by Servicers in connection with the Services and any updates, changes, alterations, or modifications to or derivative works from such intellectual property, shall be and remain, as among the Parties, Servicers' exclusive property.

G. Customer agrees that Servicers may obtain relevant information from any applicable telecommunications provider utilized by Customer, as necessary to investigate any allegation of fraud, suspected fraud or other actual or alleged wrongful act by Customer in connection with the Services.

H. Customer will not: (a) use the Services in any way other than in accordance with this Agreement, any supplied documentation, or as otherwise instructed by Servicers in writing; (b) use the Services, either directly or indirectly, to develop any service or product that competes with the Services; (c) disassemble, decompile, decrypt, extract, reverse engineer, or otherwise attempt to access, ascertain, reconstruct, derive, or appropriate for any reason or purpose (i) the source code for any software, or (ii) any algorithm, process, procedure, idea, or other information contained in the Services; (d) modify, translate, or alter the Services in any manner; (e) create derivative works of or based on the Services; (f) disclose or provide the Services to, or permit the Services to be accessed or used (in any format or by any means) by, any third party other than Customer's authorized employees and contractors who are subject to written confidentiality obligations binding upon such employees and contractors that are no less restrictive than the confidentiality provisions hereunder; (g) directly or

indirectly make any copies of the Services, except for (i) backup/archival purposes, or (ii) only with respect to any supplied documentation, as reasonably necessary to facilitate use of the Services as long as any such copies contain all appropriate proprietary notices; (h) remove, relocate, or modify any proprietary rights notices relating the Services; (i) attempt to access, or actually access, portions of the Services not authorized by us for use; (j) rent, lease, sell, assign, sublicense, or otherwise transfer to any third party, whether by operation of law or otherwise, any of the rights granted hereunder; (k) use the Services for any unlawful purpose; (l) use, access, transfer, move, relocate, ship, or transship the Services outside of the United States without obtaining Servicers' advance written consent; or (m) circumvent, or attempt to circumvent, any applicable security measures of the Services.

V. REPRESENTATIONS; WARRANTIES; COVENANTS; DISCLAIMER; EXCLUSION OF DAMAGES; LIMITATIONS ON LIABILITY

- A. E-Verify and No Boycott of Israel.** Servicers represent that Servicers participate in E-Verify, and Servicers certify that Servicers are not currently engaged in and agree for the duration of this contract not to engage in, a boycott of Israel.
- B. Disclaimer.** THIS AGREEMENT IS A SERVICE AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, SERVICERS DISCLAIM ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO OST OR CUSTOMER OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR OTHERWISE OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY SERVICES OR ANY GOODS PROVIDED BY A THIRD PARTY. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, BANK IS NOT RESPONSIBLE, AND SHALL HAVE NO LIABILITY, TO OST OR ANY CUSTOMER IN ANY WAY WITH RESPECT TO NON-BANK CARD SERVICES.
- C. Exclusion of Damages.** IN NO EVENT SHALL EITHER PARTY, OR THEIR AFFILIATES OR ANY OF SERVICERS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PARTY OR ANY ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- D. Limitation on Liability.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SERVICERS' CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT), REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED, (I) \$50,000; OR (II) THE AMOUNT OF FEES RECEIVED BY SERVICERS PURSUANT TO THIS AGREEMENT FOR SERVICES PERFORMED IN THE IMMEDIATELY PRECEDING 12 MONTHS, WHICHEVER IS LESS. FURTHER, AND NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SERVICERS' LIABILITY TO ANY DELAY IN FUNDING TRANSACTIONS TO CUSTOMER FOR ANY REASON, OTHER THAN FOR ANY REASON DESCRIBED IN SECTIONS 3.4 OR 3.6 OF THE CARD PROCESSING TERMS ADDENDUM, WILL BE LIMITED TO INTEREST COMPUTED FROM THE DATE THAT YOU SUBMIT THE TRANSACTION TO THE DATE THAT SERVICERS FUND THE TRANSACTION AT THE RATE OF THE FEDERAL FUNDS, AS SET BY THE FEDERAL RESERVE BANK OF NEW YORK, NEW YORK FROM TIME TO TIME.

VI. INDEMNIFICATION

- A. Customer Reimbursement Obligations.** Each Customer agrees to be responsible for, and will pay or reimburse Servicers (and the Card Organizations) for all: (1) chargebacks; (2) refunds; or (3) Card Organization fines, fees, or assessments. Customer is precluded from agreeing to indemnify any party from and against any losses related to these Services. Although precluded from giving an indemnification, Customer shall, to the extent provided by state law, be responsible for its performance and the performance of its officers and employees related to these Services and does not request that Processor assume liability for the performance of Customer and/or its officers and employees under these Services. As a matter of state law, Customer is subject to certain legal actions related to tort and contract claims. A breach of contract action or applicable laws including but not limited to the state Uniform Commercial Code, are Processor's remedy if it believes it has suffered any losses as a result of Customer's breach of these Services, and Customer accepts liabilities raised under such laws. Nothing in this section should be construed as a waiver of any applicable immunity, unless otherwise provided by law.
- B. Servicers' Indemnity Obligations.** Servicers agree to indemnify and hold OST and each Customer harmless from and against all losses, liabilities, damages and expenses resulting from any breach of any warranty, covenant or agreement or any misrepresentation by Servicers under the Agreement, or arising out of Servicers' or Servicers' employees' negligence or willful misconduct in connection with the Agreement; provided that this indemnity obligation shall not apply to Bank with respect to Non-Bank Services.

VII. REFERRAL FEES

- A.** Servicers will pay OST an ongoing fee equal to \$0.005 per transaction for Net Visa/Mastercard/Discover® Network Cards Transaction Volume that Servicers receive for the Services for the State of Georgia Participating Entities (the "Referral Fees"). For the purposes of this Section VII(A), for the relevant period of time, "Net Visa/Mastercard/Discover® Network Cards Transaction Volume" is "Net Visa/Mastercard/Discover® Network Card Sales Transaction less returns." Servicers will calculate and pay the OST of the State of Georgia the Referral Fees on a quarterly basis within forty-five (45) days of the end of the applicable calendar quarter via an ACH deposit into the OST of the State of Georgia's designated account.

VIII. GENERAL PROVISIONS

- A. Publicity.** Neither OST nor any Customer will use Servicers' logos, names, trademarks, or service marks in any manner, including, without limitation, in advertisements, displays, or press releases except as expressly set forth in the MSA, without the express written consent of Servicers.
- B. Notice.** Except as otherwise specifically provided, all notices and other communications required or permitted hereunder (other than those involving normal operational matters relating to the processing of Card transactions) shall be in writing, shall be sent by mail, email, courier or facsimile (facsimile notices shall be confirmed in writing facsimile confirmation), if to OST all notices and other communications required or permitted under this Master Services Agreement shall be sent to the following email address: ostbanking@treasury.ga.gov, if to Customer via email as designated by Customer in the Customer's Participation Agreement and if to Servicer at the following address appearing below, with a copy to Attention: Associate General Counsel's Office, 401 S. Tryon St, 25th Floor, Charlotte, NC 28202. Notice given in any other manner will be effective when delivered. Notices shall be deemed to have been given (i) if sent by mail or courier, upon the earlier of five (5) days after mailing of when actually received or, in the case of courier, when delivered, and (ii) if sent by facsimile machine, when the courier confirmation copy is actually received. Notices sent to OST's or a Customer's last known address (including e-mail address), as indicated in Servicer's records, shall constitute effective notice to OST or a Customer under this Agreement, unless Servicers have a reasonable basis to believe that the notice was not received (e.g., notification of an undeliverable e-mail or returned U.S. mail). Notwithstanding the above, all bankruptcy or collection related, notices must be sent to the following address – Merchant Services Dept., 5251 Westheimer Road, Fourth Floor Houston, Texas 77056 Attn: Bankruptcy and Collection Notifications. All such notices must include the related merchant name and merchant number. Failure to provide Notice to this address or include this pertinent merchant information will be deemed ineffective. All notices must include

merchant name(s) and merchant number(s). Failure to provide notice in the manner described in this Section will be deemed ineffective.

Addresses for Notices:

PROCESSOR:

Wells Fargo Merchant Services, L.L.C.:
P.O. Box 6079
Concord, CA 94524
Attn: Relationship Manager
Email: Steve.Desatnick@wellsfargo.com

BANK:

Wells Fargo Bank:
P.O. Box 6079
Concord, CA 94524
Attn: Merchant Services
Email: Steve.Desatnick@wellsfargo.com

OST:

Email: ostbanking@treasury.ga.gov

Important Contact Information:

Customer Service: 1-800-451-5817 press 1

Mastercard/Visa/Discover Authorization – 1-800-626-4480

POS Help Desk: 1-800-622-0842

- C. Assignment.** Any transfer or assignment of the Agreement by OST, without our prior written consent, by operation of law or otherwise, is voidable by Servicers.
- D. No Third-Party Beneficiaries.** Except as otherwise stated in this Agreement, this Agreement does not create any right or cause of action in or on behalf of any person or entity other than the Parties.
- E. No Partnership.** The Parties are independent entities, entering into a commercial arrangement, and do not intend to create a partnership, joint venture or other legal personality.
- F. Modification and Waiver.** Except as explicitly set forth in a Participation Agreement or any Product Addendum, no modification of this Agreement is effective unless signed by OST and Servicers, and no waiver of any breach of this Agreement will be effective unless in writing and signed by an authorized representative of the Party that is waiving such breach. No waiver of any breach of this Agreement, and no course of dealing between the Parties, will be construed as a waiver of any subsequent breach of this Agreement.
- G. Severability.** The parties intend every provision of this Agreement to be severable. If any part of this Agreement is not enforceable, the remaining provisions shall remain valid and enforceable.
- H. Interpretation.** Each Party acknowledges and agrees that the Agreement: (1) resulted from an “arms’ length” negotiation, and (2) will not be construed in favor of or against a Party by reason of the identity of the drafter or the extent to which any party or its advisors participated in its preparation. Article and Section headings, and cross-document section references within and among the Agreement, are provided for convenience only and are not to be used to definitively construe or interpret the Agreement. The term “including” as used in the Agreement means “including, but not limited to.” References to (a) a time period or to a point in time will be to the local jurisdiction where Services are provided, (b) words or defined terms in the singular include the plural case, and vice versa, and (c) a dollar amount or currency will be such amount in United States Dollars unless stated otherwise in such reference.

- I. **Choice of Law, Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia (without regard to its choice of law provisions). The exclusive venue for any actions or claims arising under or related to the Agreement, shall be located in the Superior Court of Fulton County, Georgia.
- J. **Remedies.** Unless otherwise expressly limited in this Agreement, in the event of breach by one Party, the other Party will be entitled to exercise any and all rights and remedies available to it at law or in equity, whether concurrently or separately, and the exercise of one remedy will not be deemed an election of such remedy or preclude the right to exercise any other remedy. Without limiting the generality of the foregoing, either Party may offset any fees it owes to the other Party against amounts it is otherwise owed.
- K. **Request for Qualified Bank (RFQB) Compliance.** The MSA(s) must be consistent and compliant with the requirements, conditions and terms memorialized in the RFQB document and the Bank's (Provider's, Servicer's or Vendor's) proposal and in its responses to the Mandatory Requirements, Mandatory Questions, Additional Questions, General Account Questions and Pricing Proposal. Additionally, in the Bank's oral presentation.
- L. Bank expects the State to promptly review its invoices and to notify Bank of errors within 90 days of the date of the invoice. Bank agrees to cooperate in good faith to remedy any actual billing error identified by the State as described. Further, subject to mutually agreed limitations, Bank agrees to reimburse the State for third-party claims and related losses resulting from Bank's breach of any warranty, covenant or obligation under the Merchant Card Services Master Services Agreement, or any misrepresentation or negligence or willful misconduct by Bank, Bank's employees, or agents in connection with the provision of its services (the "Billing Error Reimbursement"). Nothing in this section shall limit other rights or remedies available to the State. Bank shall not be required to pay any Billing Error Reimbursement for any actual billing errors the State has not given 90 days' notice to Bank from the invoice date of that specific billing error. For clarity, notwithstanding anything to the contrary stated in this section or the Agreement, this reimbursement obligation shall not apply to Bank with respect to Non-Bank Services.
- M. Bank must provide reasonable advance notice of any major changes to its operating platform or its third-party processor's operating system, and must provide a minimum of one-year's advance notice if Bank determines such changes will interrupt the Services provided to OST.
- N. Bank agrees to compensate OST for necessary and unavoidable transition costs related to the interruption of its processing as a result of the Bank's decision to discontinue the availability of a third-party processor system.
- O. **Execution.** To facilitate execution, the documents that comprise this Agreement may be executed by a Party in the form of an "**Electronic Record**" (as such term is defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ("**ESIGN Act**"). This Agreement and any portion thereof may be executed in as many counterparts as may be required to reflect all Parties' assent, and all counterparts will collectively constitute a single agreement. An "**Electronic Signature**" (as defined in the ESIGN Act) that can be authenticated will constitute an original and binding signature of a Party. The fact that a document is in the form of an Electronic Record or is signed using an Electronic Signature will not, in and of itself, be grounds for invalidating such document.
- P. **Entire Agreement.** This MSA, the Card Processing Terms Addendum, a Participation Agreement, and any Product Addenda, constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersedes any previous agreements and understandings between the same parties related to that subject matter.

- Q. Compliance with Laws.** In performing its obligations under this Agreement, the parties agree to comply with all applicable law, including as may be further and more explicitly set forth in the Card Processing Terms Addendum, a Participation Agreement or any Product Addenda.
- R. Force Majeure.** No party shall be liable for any default or delay in the performance of its obligations under this Agreement, if and to the extent such default or delay is caused, directly or indirectly, by (i) fire, flood, earthquake, elements of nature or other acts of God; (ii) any terrorist attacks or outbreak or escalation of hostilities, war, riots or civil disorders in any country; (iii) any act or omission of the other party or any government authority; (iv) any labor disputes (whether or not employees' demands are reasonable or within the party's power to satisfy); or (v) the nonperformance by a Person for any similar cause beyond the reasonable control of such party, including without limitation, failures or fluctuations in telecommunications or other equipment. In any such event, the non-performing party shall be excused from any further performance and observance of the obligations so affected only for as long as such circumstances prevail and such party continues to use commercially reasonable efforts to recommence performance or observance as soon as practicable. Notwithstanding anything to the contrary in this paragraph, a Customer's failure to receive payment of funds from a Person shall not excuse the performance of OST's or such Customer's obligations to Servicers under the Agreement.

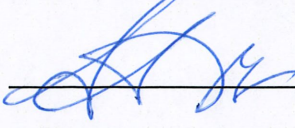
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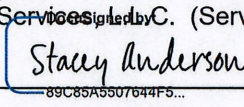
IN WITNESS WHEREOF, OST and Servicers, by the signatures of their duly-authorized representatives below, intending to be legally bound, agree to all of the provisions of the Master Services Agreement.

AGREED TO AND ACKNOWLEDGED BY:

Office of the State Treasurer of the State of Georgia (OST)

Wells Fargo Bank, N.A., and Wells Fargo Merchant Services, LLC (Servicers)

By:  _____

By:  _____
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Name (Print): Steven N. McCoy

Name (Print): Stacey Anderson

Title: State Treasurer

Title: Vice President

Date: 8-6-2024

Date: 7/22/2024

PARTICIPATION AGREEMENT FOR MERCHANT PROCESSING SERVICES

This **Participation Agreement for Merchant Processing Services** (“**Participation Agreement**”) is entered into among [insert Customer name] “Customer”), **Wells Fargo Bank N.A.** (“Bank”) and **Wells Fargo Merchant Services, L.L.C.** (“Processor”), as of (date) _____ (the “Effective Date”). Bank and Processor are collectively referred to as “Servicers”.

WHEREAS, on _____, Servicers entered into the Master Services Agreement with the Office of State Treasurer of the State of Georgia (“OST”) for the provision of merchant processing services (the “MSA”), which such Services are further defined in the MSA; and

WHEREAS, the MSA permits Servicers to provide, and Customer to receive, Services pursuant to the MSA, and this Participation Agreement, and any documents incorporated therein and herein, **and any subsequent revisions**, and

WHEREAS, the _____ is a Customer authorized by State of Georgia, and desires, to receive Services pursuant to the MSA;

NOW THEREFORE, the parties to this Participation Agreement hereby agree as follows:

1. Customer is authorized by the State of Georgia as a Customer and, as such, has received the approval of OST to participate under the MSA and this Participation Agreement, including without limitation the Card Processing Terms Addendum and any applicable Product Addenda.
2. Servicers hereby agree to provide Services to Customer pursuant to the terms and conditions of the MSA, which are incorporated herein by reference, and this Participation Agreement, including without limitation the Card Processing Terms Addendum and any applicable Product Addenda.
3. Customer hereby acknowledges receipt of a copy of the MSA, and any applicable Product Addenda, and agrees to be bound by all terms and conditions herein and therein.
4. Customer agrees that by executing this Participation Agreement it shall be responsible for all Customer obligations set forth in the MSA, the Card Processing Terms Addendum, and the applicable Product Addenda (as indicated in Attachment 3), including payment of all fees and assumption of all financial obligations related to the Services received by Customer (see Attachment 2 for Pricing).
5. Upon termination of the MSA, Customer must negotiate a separate contract with Servicers in order to continue to receive Services.
6. Customer’s contact information for purposes of Section 25.3 (“Notices”) of the Card Processing Terms Addendum and VII(B) of the MSA shall be as set forth in Attachment 1 hereto
7. The words or phrases not otherwise defined herein will have the same meanings ascribed to them elsewhere in the MSA.
8. Participant Notice Email Address: _____.

IN WITNESS WHEREOF, the parties hereto have executed this Participation Agreement as of the date set forth above.

<hr/>	<u>Wells Fargo Bank, N.A. and Wells Fargo Merchant Services, L.L.C.</u>
(Agency Name)	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Legal Disclosures and Important Additional Information about Procedures for Opening a New Account under this Participation Agreement

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record information that identifies each person (individuals and businesses) who opens an account. What this means for you: When Customer opens an account, we will ask for Customer's name, address, date of birth (if applicable) and other information that will allow us to identify Customer. We may also ask for Customer's driver's license or other identifying documents, if applicable.

Important Notice: Customer agrees, in order for us to service the Customer or to collect any amounts Customer owes, we may from time to time make calls and/or send text messages to Customer and/or any signer or contact provided to us at any telephone number(s) associated with Customer's account, including wireless telephone numbers that could result in charges to Customer and/or signer or other Customer contact provided to us. The manner in which these calls or text messages are made to Customer, and/or any signer or other contact provided to us may include, but is not limited to, the use of prerecorded/artificial voice messages and/or an automatic telephone dialing system. Customer further agrees that, in order for us to service Customer's account or to collect any amounts Customer owes, we may send e-mails to Customer at any e-mail address Customer provides to us.

The signer(s) to this Participation Agreement hereby warrants and represents that it is authorized to sign this Participation Agreement and provide the authorizations and consents set forth herein, and that the statements made in this Participation Agreement are true and complete. Each such signer(s) on behalf of the entity listed on this Participation Agreement authorizes Wells Fargo Bank, N.A. and Wells Fargo Merchant Services, L.L.C. (collectively, "Wells Fargo") and /or its agent(s) to investigate the business history of Customer, including obtaining business credit reports, in order to evaluate the Customer's acceptability into the merchant program and providing such credit information to others as needed for such purpose. If the Customer is approved, Customer also authorizes Wells Fargo to obtain subsequent business credit reports in connection with the maintenance, updating, renewal or extension of the Participation Agreement. Customer agrees to notify Wells Fargo as soon as reasonably possible of any material changes in information provided in or in connection with this Participation Agreement. Customer agrees that all business references contacted in connection with this Participation Agreement, including financial institutions, may release any and all credit and financial information to Wells Fargo, and such information and any other information provided by Customer or any signer, including in connection with this Participation Agreement, may be shared with Wells Fargo's affiliates for the purpose of evaluating the Customer. Customer acknowledges having received and reviewed a copy of the Wells Fargo Privacy Policy, which includes a form for Customer to communicate its privacy and solicitation preferences to Wells Fargo. Any unilateral alteration or modification made by Customer or its representatives to the text of this Participation Agreement shall be of no legal effect and at Wells Fargo's discretion may render this Participation Agreement invalid. Customer acknowledges that acceptance into Wells Fargo's merchant program is subject to final evaluation and approval by Wells Fargo in its sole discretion.

Customer understands and acknowledges that upon the expiration of three (3) calendar days from the date set forth below or after Customer submits to Wells Fargo its first deposit for settlement, whichever comes first (the "Rescission Period"), Customer will be bound by all provisions set forth in the MSA as it may be

amended from time to time, unless Customer notifies Wells Fargo in writing otherwise within the Rescission Period. Customer further acknowledges and understands that it has an obligation to promptly contact Wells Fargo regarding any questions pertaining to any provision of the MSA. Customer further agrees that Customer is authorized to accept transactions in accordance with any percentages indicated in this Participation Agreement.

Failure to provide an accurate Federal Tax Identification Number may result in a withholding of merchant funding per IRS regulations.

This signature page for this Participation Agreement also serves as a signature page to the Special Provisions for Equipment Purchase set forth in the Product Addenda to Card Processing Terms Addendum. The undersigned Customer is the Purchaser for purposes of such Special Provisions for Equipment Purchase. The Customer furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all business credit and financial information to us.

By signing electronically, Customer and each individual signing this Participation Agreement consent to the use of electronic signatures and records in connection with this Participation Agreement and all related communications and agreements.

Attachment 1

To Participation Agreement

Customer Information

Customer Name: _____
Customer Federal Tax Identification Number: _____

Name:
Title:
Address:
Telephone:

Customer Locations:

Customer understands and agrees that requests for additional secondary location(s) after the execution of this Participation Agreement shall be included in, and subject to, this Participation Agreement.

Attachment 2
Master Agreement
Pricing

******FOR INFORMATIONAL PURPOSES ONLY******

Wells Fargo Merchant Services, L.L.C.- ("WFMS") - Pricing Terms

State of Georgia

Proposal Date: 07/02/2024

Relationship Manager: Steve DeSatnick

Assumptions

Annual Card Processing Volume (Visa®, MasterCard®, Discover® Network Card, PIN Debit, American Express®, American Express® EDC and Discover® EDC)	\$310,458,852
Average Transaction Size	\$112
Number of Locations	158
Anticipated Interchange ¹¹ Levels	Retail: 001 009/023/310/9G1 MOTO w/ AVS (CNP): 003 011/034/314 Internet: 020 089/077/317 Public Sector/CNP: 033 020/034/307 Convenience Rate: 012 028/023/310
MCC Code	Various - Refer to "Additional Notes" Section of Pricing Terms
MCC Description	Various - Refer to "Additional Notes" Section of Pricing Terms
American Express® Industry Type	Various - Refer to "Additional Notes" Section of Pricing Terms
Discover® Network Card Program	Yes
Communications Method	Frame/Internet / IPN / Dial
Gateway	Other Gateway - Direct Bill to Client / Authorize.net
Pricing Option	Interchange + Authorizations

Credit Card Processing Fees ¹

Interchange Plus the Following Fees:

\$0.01 On each Authorization/EDC attempt (as defined below) ³

PIN Debit & Electronic Benefits Transfer (EBT) Processing Fees

\$0.01 per PIN Debit Transaction (applies to completed and declined transactions)

EBT NOT ENTITLED

Applicable PIN Debit Network, Switch, Service and Administrative fees are passed through on all PIN Debit transactions (completed and declined). Applicable PIN Debit Network Interchange fees are passed through on completed PIN Debit transactions only.

Applicable Fee Schedules:

Payment Networks Qualification Matrix <https://www.wellsfargo.com/creditinterchangeplus>

Payment Networks Pass-Through Fees <https://www.wellsfargo.com/merchantpassthroughfees>

PIN Debit Networks Fee Schedule (if applicable) <https://www.wellsfargo.com/merchantdebitfees>

Merchant Statement Fee Description Glossary <https://www.wellsfargo.com/processingfeeglossary>

Dues, assessments and pass-through fees are disclosed in the schedules above.

Fee schedules are updated periodically. To obtain the current applicable fee schedules, as well as a glossary of fee descriptions that may appear on your merchant statement, please refer to the URLs above for more information. If you have questions or cannot access the schedules, please contact your Merchant Card Representative and request that a copy of the applicable fee schedules be mailed or faxed to you.

As noted in your Merchant Agreement, Payment Networks change their rates/fees from time to time. They are likely to revise rates/fees in April and October, but this timing is subject to change. To learn more about impacts to fee schedules resulting from Payment Network changes, please visit the URLs above or request an updated schedule.

Other Processing Fees

Set-Up Fee	\$	-	per location
Monthly Minimum Processing Fee ⁹	\$	-	per month
Incoming Chargeback Fee ²	\$	5.00	per incoming chargeback
Incoming/Outgoing Exception Chargeback Fee ²	\$	5.00	per exception chargeback
Chargeback Fax / Mail Fee ¹²	\$	10.00	per Fax / Mail response
Monthly Service Fee (per location)	\$	1.25	per month
Statement Billing Fee (Paper Statement) ⁷	\$	-	per month
Monthly Wireless Access Fee	\$	10.00	per month per terminal
Voice Authorization Fee	\$	0.50	per attempt
Annual Fee	\$	-	per location
Authorization/EDC Fee - Visa, MasterCard®, Discover Network Card (Credit and Non-PIN Debit) ³	\$	0.01	per attempt
Authorization/EDC Fee - American Express (Credit and Prepaid) ³	\$	0.01	per attempt
Electronic Address Verification Service Fee	\$	0.01	per attempt
Voice (Manual) Address Verification Fee	\$	2.00	per attempt
Annual Compliance Support Fee ⁵	\$	-	per location
PCI Compliance Service Program Fee ⁸	\$	-	per month, per location
Non-validation PCI Compliance Fee ⁸	\$	25.00	per month, per location

******FOR INFORMATIONAL PURPOSES ONLY******

Wells Fargo Merchant Services, L.L.C. - ("WFMS") - Pricing Terms

State of Georgia

Proposal Date: 07/02/2024

Relationship Manager: Steve DeSatnick

Assumptions

Annual Card Processing Volume (Visa®, MasterCard®, Discover® Network Card, PIN Debit, American Express®, American Express® EDC and Discover® EDC)	\$310,458,852
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Anticipated Interchange ¹¹ Levels	Retail: 001 009/023/310/9G1 MOTO w/ AVS (CNP): 003 011/034/314 Internet: 020 089/077/317 Public Sector/CNP: 033 020/034/307 Convenience Rate: 012 028/023/310
MCC Code	Various - Refer to "Additional Notes" Section of Pricing Terms
MCC Description	Various - Refer to "Additional Notes" Section of Pricing Terms
American Express® Industry Type	Various - Refer to "Additional Notes" Section of Pricing Terms
Discover® Network Card Program	Yes
Communications Method	Frame/Internet / IPN / Dial
Gateway	Other Gateway - Direct Bill to Client / Authorize.net
Pricing Option	Interchange + Authorizations

Other Processing Fees Continued

American Express EDC and Discover EDC Authorization ⁶	\$ 0.01	per attempt
American Express EDC and Discover EDC Capture	\$ -	per attempt
TransArmor Token & Encrypt ¹³	\$ 0.013	per attempt
TransArmor Token Registration Fee ^{13, 14}	\$ 0.013	per attempt
TransArmor Token Only ^{13, 14}	\$ 0.013	per attempt
TransArmor Token Encrypt 3DES ¹⁵	\$ 0.013	per attempt
Legacy Data Conversion Fee ¹⁶	\$ 0.0035	per conversion
GeP Services Fee Visa/Mastercard (refunds, credits, returns and chargebacks are independent transactions)	1.00%	per transaction
GeP Services Fee American Express (refunds, credits, returns and chargebacks are independent transactions)	0.00%	per transaction
Terminal Reprogramming Fee (Terminal) - Applies to Customer Owned Terminals Only	\$ -	per unit
Terminal Reprogramming Fee - Integrated Terminal - Applies to Customer Owned Integrated Terminals Only	\$ -	per unit
Security Swap Fee for PIN Debit - Applies to Customer Owned PIN Pads Only	\$ -	per unit

Report Fees - see Additional Notes for Terms and Conditions

Set-Up Fee - Data File Manager ¹⁸	\$ 2,500.00	one-time fee
Monthly Fee - Data File Manager (fee for daily raw data files)	\$ 165.00	per user per month

1) Clients may elect to participate in the Discover Network Card program or the Discover EDC program, but not both. Under the "Discover Network Card program," Clients receive all Discover-related authorization, processing and settlement services from WFMS. Under the "Discover EDC program," Clients enter into a direct agreement with Discover, and WFMS provides only authorization and capture services related to Discover Network Cards. Clients may also elect to participate in the American Express program or the American Express EDC program, but not both. Under the "American Express program," Clients receive all American Express-related authorization, processing and settlement services from WFMS. Under the "American Express EDC program," Clients enter into a direct agreement with American Express, and WFMS provides only authorization and capture services related to American Express Cards. In all cases, any services provided by WFMS for Discover and American Express transactions are subject to the terms of Client's Agreement with WFMS.

2) Client acknowledges and understands that an authorization only indicates the availability of the Cardholder's credit at the time the authorization is requested. It does not warrant that the person presenting the card is the rightful Cardholder, nor is it an unconditional promise or guarantee that Client will not be subject to a chargeback or debit. A chargeback fee applies to all chargebacks processed by WFMS.

3) Authorization/EDC Fee applies to Visa and Discover Network Card credit authorizations, all Visa, MasterCard, Discover Network Card and American Express approvals (pre-authorizations, authorizations and authorization reversals), denials, batch inquiries, batch entry transactions and includes any transaction fees and capture fees. This fee does not apply to Discover EDC and American Express EDC.

5) The Annual Compliance Support Fee will be assessed and deducted from Client's Settlement Account at each anniversary date after the effective date.

6) American Express EDC/Discover EDC Authorization Fees apply to all approvals (pre-authorizations, authorizations and authorization reversals), denials, batch inquiries and batch entry transactions.

7) The monthly Statement Billing Fee can be waived if Client elects to access the monthly statement through Business Track or the Clover Dashboard instead of receiving a paper copy by mail. Once enrolled online, please contact Customer Service at 1-800-451-5817 to request that paper statements no longer be mailed. If online access is terminated by Client or as a result of at least 180 days of online inactivity, paper statements will be reinstated with the applicable monthly Statement Billing Fee. For information about online enrollment, please see Additional Services or contact Customer Service.

******FOR INFORMATIONAL PURPOSES ONLY******

Wells Fargo Merchant Services, L.L.C. - ("WFMS") - Pricing Terms

State of Georgia

Proposal Date: 07/02/2024

Relationship Manager: Steve DeSatnick

Assumptions

Annual Card Processing Volume (Visa®, MasterCard®, Discover® Network Card, PIN Debit, American Express®, American Express®)	
EDC and Discover® EDC	\$310,458,852
Average Transaction Size	\$112
Number of Locations	158
Anticipated Interchange ¹¹ Levels	Retail: 001 009/023/310/9G1 MOTO w/ AVS (CNP): 003 011/034/314 Internet: 020 089/077/317 Public Sector/CNP: 033 020/034/307 Convenience Rate: 012 028/023/310
MCC Code	Various - Refer to "Additional Notes" Section of Pricing Terms
MCC Description	Various - Refer to "Additional Notes" Section of Pricing Terms
American Express® Industry Type	Various - Refer to "Additional Notes" Section of Pricing Terms
Discover® Network Card Program	Yes
Communications Method	Frame/Internet / IPN / Dial
Gateway	Other Gateway - Direct Bill to Client / Authorize.net
Pricing Option	Interchange + Authorizations

8) The monthly PCI Compliance Service Program Fee and Non-validation PCI Compliance Fee are part of the mandatory PCI Compliance Service Program. These fees apply to Level 3 and Level 4 Clients who utilize a card not present solution, a gateway or value added reseller (VAR). The program includes access to SecureTrust, a PCI compliance solution to help Client comply with the Payment Card Industry Data Security Standards (PCI DSS) requirements. Clients are required to register and complete a PCI DSS certification process by visiting <https://managepci.com>. If Client does not comply or fails the PCI DSS certification process, Client will be charged a monthly Non-validation PCI Compliance Fee until the account becomes compliant.

9) If the total discount fee billed to the Client for Visa, MasterCard, Discover Network Card and American Express transactions in one month is less than the Monthly Minimum Processing Fee, then an additional fee will be charged to the Client equal to the Monthly Minimum Processing Fee less the total discount fee.

11) American Express charges Program Pricing fees and not interchange. Program Pricing fees and interchange fees are subject to change.

12) If Client elects to respond to a Chargeback via fax or mail, a dispute fee will be assessed for each response submitted. Business Track Dispute Manager and Clover Disputes are available as an online option at no additional cost. If not already enrolled, Client can self-enroll by logging into BusinessTrack.com and accessing Dispute Manager or logging into their Clover Dashboard and choosing Clover Disputes.

13) A TransArmor authorization fee that applies to Visa, MasterCard and Discover Network Card (Credit and Non-PIN Debit), Discover EDC, American Express, American Express EDC, PIN Debit and EBT authorizations. The TransArmor authorization fee may be billed under one or more of the following statement descriptors: (i) TransArmor Token & Encrypt, (ii) TransArmor Token Only or (iii) TransArmor Token Registration.

14) A TransArmor authorization fee that applies to Visa, MasterCard and Discover Network Card (Credit and Non-PIN Debit), Discover EDC, American Express, American Express EDC, PIN Debit and EBT authorizations. Based on your current processing, the TransArmor authorization fee will be billed under the statement descriptors, "TransArmor Token Only" or "TransArmor Token Registration". However, if your processing method changes, the TransArmor authorization fee may be billed under one or more of the following statement descriptors: (i) TransArmor Token & Encrypt, (ii) TransArmor Token Only or (iii) TransArmor Token Registration.

15) A TransArmor authorization fee for Token Encrypt 3DES or Token Registration processing. A TransArmor authorization fee that applies to Visa, MasterCard and Discover Network Card (Credit and Non-PIN Debit), Discover EDC, American Express, American Express EDC, PIN Debit and EBT authorizations. Based on your current processing, the TransArmor authorization fee will be billed under one of the following statement descriptors, "TransArmor Token Encrypt 3DES" or "TransArmor Token Registration". However, if your processing method changes, the TransArmor authorization fee may be billed under one or more of the following statement descriptors: (i) TransArmor Token Encrypt 3DES, (ii) TransArmor Token Only or (iii) TransArmor Token Registration.

16) A fee that applies to each unique conversion of: (i) a Primary Account Number to a Token or (ii) a Token to a Primary Account Number.

18) This is a one-time fee that applies to the initial set-up of a Sterling File Gateway Mailbox used for the delivery of Data File Manager reports. This fee will be assessed only if you do not have a Sterling File Gateway Mailbox.

If Client has selected to accept TeleCheck Services, if applicable, the Additional Services page will contain the fees and rates billed to Client by TeleCheck.

American Express may Chargeback without first sending an Inquiry any time a Cardmember disputes a charge for any reason other than actual or alleged fraud. If in any three (3) consecutive months, the monthly ratio of Chargebacks (less Chargeback Reversals) to gross Charges (less Credits) exceeds one percent (1%), then an Excessive Chargeback fee for in the amount of \$25 per Chargeback will be applied after the "excessive chargeback" threshold has been met.

Client is responsible for any charges assessed by outside third parties that are not disclosed on the proposal. To the extent that this pricing proposal includes pricing for third party products and services, WFMS disclaims legal liability and responsibility for said products and services. Client's agreement with the third party provider shall govern Client's relationship with the third party provider. In the event that WFMS is billed for the third party's services, Client will reimburse WFMS for such services.

Client acknowledges and understands that WFMS shall have no responsibility or liability for any third party hardware or software procured and used by Client. To the extent Client has any issues, concerns or liability related to such hardware or software, Client must deal directly with the third party provider from whom Client procured the hardware or software. In no event will WFMS be responsible for any indirect, incidental or consequential damages that Client may incur as a result of using any third party hardware or software.

WFMS' proposal and associated pricing is based on the information provided. Any difference to our stated understanding may affect the proposed pricing. Without a signed agreement, this proposal expires 60 days from the proposal date stated above.

****FOR INFORMATIONAL PURPOSES ONLY****

Wells Fargo Merchant Services, L.L.C.- ("WFMS") - Pricing Terms

State of Georgia

Proposal Date: 07/02/2024

Relationship Manager: Steve DeSatnick

Assumptions

Annual Card Processing Volume (Visa®, MasterCard®, Discover® Network Card, PIN Debit, American Express®, American Express® EDC and Discover® EDC)	\$310,458,852
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MCC Description	Various - Refer to "Additional Notes" Section of Pricing Terms
American Express® Industry Type	Various - Refer to "Additional Notes" Section of Pricing Terms
Discover® Network Card Program	Yes
Communications Method	Frame/Internet / IPN / Dial
Gateway	Other Gateway - Direct Bill to Client / Authorize.net
Pricing Option	Interchange + Authorizations

Rounding. In the event the amount being billed to Client for any line item on this pricing proposal includes a total ending in less than a full cent, WFMS will either round such amount up or down to the nearest cent.

Fees for supplies, shipping, handling, and applicable sales tax may apply and are subject to change without notice. Additional information is available upon request.

By acknowledging these Pricing Terms, Client is expressly agreeing that WFMS may share all of Client's personally identifiable information (for example, postal and email addresses, tax identification numbers, names and social security numbers of the authorized signer on the Client's Agreement with WFMS, account information, etc.), as well as Client's American Express transaction information (for example, all information required by American Express evidencing charges or credits, including information obtained at the point of sale, information obtained or generated during authorization and settlement, and any chargeback or other fee information related to an American Express payment card transaction), with American Express. American Express may use and share this information to perform its responsibilities in connection with the American Express payment card acceptance services that Client receives under the Client's Agreement with WFMS. American Express may also use and share this information to promote the American Express Network, to perform analytics and create reports, and for any other lawful business purpose including to call Client or send Client communications or materials via direct mail, email, SMS, text or facsimile regarding American Express products, services and resources available to Client. Client consents and agrees to receive autodialed, automated and/or prerecorded calls and communications (which may include SMS or text messages) at the telephone number(s) Client has provided. If Client has provided a fax number, Client consents and agrees to receiving fax communications from American Express. In connection with the foregoing, Client understands that the calls made or communications sent to Client by American Express may be subject to charges or fees by Client's telecommunications or other applicable service provider that are Client's responsibility to pay. If Client does not wish to receive marketing or other communications from American Express, or if Client wishes to discontinue accepting American Express payment cards, Client must contact WFMS at 1-800-451-5817 to disable Client's American Express acceptance services, and Client will no longer be permitted to accept American Express payment cards.

The Operating Rules include summaries of some of the key rules and regulations from the Card Payment Networks that merchants must adhere to in connection with their card acceptance practices. For example, they describe the process for submitting card transactions for payment, obtaining authorizations, responding to chargebacks and media retrieval requests, and other aspects of our services. Client is required to comply with these Operating Rules in addition to all other applicable payment network rules. **The Operating Rules also include additional terms and conditions applicable to Client's American Express Card Acceptance. By accepting American Express cards after the effective date of these Pricing Terms, Client is expressly agreeing that the terms and conditions of Client's agreement with WFMS, including the terms and conditions of the Operating Rules, also apply to Client's American Express acceptance.** To obtain the latest copy of the Operating Rules that includes updates from American Express, please download them from this website: www.wellsfargo.com/operatingrules. Client may also contact WFMS at 1-800-451-5817 to request a paper copy of the Operating Rules.

Additional Notes:

<u>MCC Code</u>	<u>MCC Description</u>
5814	EXPRESS PAY SVC FAST FOOD
5942	BOOK STORES
8099	MEDICAL SERVICES & HEALTH PRACTITIONERS (NOT ELSEWHERE CLASSIFIED)
8220	COLLEGES, UNIVERSITIES, PROFESSIONAL SCHOOLS, AND JUNIOR COLLEGES
9311	TAX PAYMENTS
9399	GOVERNMENT SERVICES, NOT ELSEWHERE

******FOR INFORMATIONAL PURPOSES ONLY******

Wells Fargo Merchant Services, L.L.C.- ("WFMS") - Pricing Terms

State of Georgia

Proposal Date: 07/02/2024

Relationship Manager: Steve DeSatnick

Assumptions

Annual Card Processing Volume (Visa®, MasterCard®, Discover® Network Card, PIN Debit, American Express®, American Express® EDC and Discover® EDC)	\$310,458,852
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American Express® Industry Type	Various - Refer to "Additional Notes" Section of Pricing Terms
Discover® Network Card Program	Yes
Communications Method	Frame/Internet / IPN / Dial
Gateway	Other Gateway - Direct Bill to Client / Authorize.net
Pricing Option	Interchange + Authorizations

Additional Notes Continued:

<u>American Express Industry Type</u>	<u>Anticipated Program Pricing Levels</u>
Retail	960 / 961
Education	9E9 / 9F0
Government	9G1 / 9G2
Healthcare	912 / 913
Restaurant	948 / 949

Terms and Conditions of WFMS - Pricing Terms:

- 1) WFMS pricing as provided in its response to this RFP is based upon the information provided by State of Georgia (e.g., existing processing technology, number of merchant accounts, etc.) as of the date the pricing provided in WFMS RFP response was created. In responding to this RFP, WFMS only agrees to be bound to the pricing WFMS provided therein to the extent that the assumptions upon which it was based, was reasonably derived in relation to the information provided by State of Georgia as of the date of the creation of that pricing, are accurate and unchanged. In the event that WFMS is the successful bidder, and State of Georgia subsequently provides additional information to WFMS that would affect the pricing (including pass through fees paid by State of Georgia), WFMS shall not be bound by the pricing provided in the RFP response and shall have the right to revise the pricing based upon the corrected information provided by State of Georgia. Further, should WFMS be the successful bidder for this RFP, State of Georgia shall be required to execute a Final Pricing Terms document.
- 2) Pricing may require an re-evaluation if the annual net sales volume or average transaction size are not as expected or if you significantly alter your method of doing business.

Data File Manager Terms and Conditions

You have requested access to certain detailed information including without limitation, full or truncated credit card number, expiration date, Address Verification System (AVS) response, Card Identification Number (CIN) response, and information about the order, including items being purchased, dollar amounts, shipping service purchased (overnight, 2-day, ground).

You hereby assume any and all liability and responsibility for ensuring the data retrieved from the Sterling File Gateway Mailbox is transmitted to and deposited into your computing environment in a manner which is compliant with data security and Payment Card Industry Data Security Standard (PCI-DSS) requirements.

Client shall notify Servicers and hereby agrees to include any third-party services they utilize to review or provide the data to within the scope of your PCI-DSS assessments.

Processing Solutions

Type	Quantity	Financing Method	Total w/o TAX
Other Gateway - Direct Bill to Client		Customer Owned	\$ -
Authorize.net		Purchase	\$ -
FD150		Purchase	\$ 198.00
RP10 PIN Pad		Purchase	\$ 144.00
Clover® Go 3rd Gen Reader ¹⁹		Purchase	\$ 112.00
Clover® Mini 3rd Gen ²⁰		Purchase	\$ 573.00
Clover® Flex 3rd Gen ²⁰		Purchase	\$ 493.00
Clover® Station Solo ²¹		Purchase	\$ 1,245.00
Clover® Station Duo 2nd Gen ²² (formerly known as Clover Station Pro)		Purchase	\$ 1,251.00
Clover Cash Drawer		Purchase	\$ 72.00
Star Thermal Kit Printer		Purchase	\$ 250.00
Epson Label Printer		Purchase	\$ 506.00
MagTek Mini Micr 3800 Checkreader		Purchase	\$ 226.00

*Prices and equipment availability are subject to change without notice.

Attachment 3

**Additional Product Addenda
To
Card Processing Terms Addendum
of the
Master Services Agreement**

- 1. Special Provisions Regarding Non-Bank Cards**
- 2. Special Provisions for Debit Card**
- 3. Special Provisions Regarding Wireless Service**
- 4. Terms of Equipment Purchase**
- 5. Special Provisions Regarding TransArmor® Services**
- 6. Special Provisions Regarding Fraud Detection Services**
- 7. Special Provisions Regarding Clover Services**
- 8. Service Fee Addendum**

Special Provisions Regarding Non-Bank Cards

1. Non-Bank Card transactions are provided to Customer by Processor and not by Bank and include transactions made using Discover, American Express, Voyager and WEX Card types. Services provided, transactions processed and other matters contemplated under these Special Provisions Regarding Non-Bank Cards are subject to the rest of the Agreement, as applicable; provided, however, that (i) Bank is not a party to these Special Provisions Regarding Non-Bank Cards insofar as it relates to Non-Bank Card services, and Bank is not liable to Customer in any way with respect to such Non-Bank Card services and (ii) Customer agrees to pay Processor any per item processing, authorization and other fees described in the application for any non-acquired transaction services Customer receives from Processor. For the purposes of this section, the words “we,” “our” and “us” refer only to Processor and not to the Bank. Customer authorizes us to share information from Customer’s Application with American Express and any other Non-Bank Card Organization.

2. Customer understands that if, based upon Customer’s anticipated Card transaction volume, Customer does not qualify for our full service program but has otherwise been approved for accepting American Express transactions, then (a) Customer’s authorizations will be obtained from and funded by American Express, (b) American Express will provide Customer with its own agreement that governs those transactions, and (c) Customer understands and agrees that (i) we are not responsible and assume absolutely no liability with regard to any such transactions, including but not limited to the funding and settlement of American Express transactions, and (ii) American Express will charge additional fees for the services they provide. If, based on Customer’s anticipated Card transaction volume, Customer does qualify for our full-service program, then Customer’s acceptance of American Express will be governed exclusively by this Agreement.

3. If Customer accepts JCB, Diners Club International, UnionPay, BC Card, and Dinacard cards, Customer agrees to be bound by the Discover provisions of this Agreement. Customer also acknowledges and agrees that JCB, Diners Club International, UnionPay, BC Card, and Dinacard transactions will be processed under and will be subject to Discover Card Organization Rules.

4. If Customer accepts Voyager and/or WEX Cards, Customer agrees to comply with the WEX and/or Voyager rules. Customer also agrees to be bound by all other provisions of this Agreement which are applicable to WEX and/or Voyager.

5. If Customer executes a separate WEX Merchant Agreement, (WEX Non-Full-Service Program), Customer understands that we will provide such agreement to WEX, but that neither we nor WEX shall have any obligation whatsoever to Customer with respect to processing WEX Cards unless and until WEX executes Customer’s WEX Merchant Agreement. If WEX executes Customer’s WEX Merchant Agreement and Customer accepts WEX Cards, Customer understands that WEX transactions are processed, authorized and funded by WEX. You understand that WEX is solely responsible for all agreements that govern WEX transactions and that we are not responsible and assume absolutely no liability with regards to any such agreements or WEX transactions, including but not limited to the funding and settlement of WEX transactions. Customer understands that WEX will charge additional fees for the services that it provides.

6. If Customer elects to participate in the WEX Full-Service Program, the following terms and conditions shall apply:

a) Customer shall provide, at Customer’s own expense, all equipment necessary to permit the electronic acceptance of the WEX Cards, including the operation and maintenance of the equipment, telecommunication link, and provision of all networking services;

b) All Authorization Request Data for WEX Card sales must include WEX Cardholder account number, vehicle number, Card expiration date, driver identification number; and the amount of the transaction, date and time of the transaction, quantity of goods sold, unit price, and product code (the “Authorization Request Data”). All manual WEX Card sales (e.g., sales facilitated by a card imprinter) must include an Authorization number or other approval code from WEX along with the aforementioned Authorization Request Data;

c) Customer shall not submit a WEX Card sale for processing when a WEX Card is not presented at the time of the WEX Card sale;

- d) Customer shall complete a WEX Card sale only upon the receipt of an Authorization approval message and not accept a WEX Card when an expired Card/decline message is received;
- e) Customer shall not submit a WEX Card sale for processing until the goods have been delivered or services performed;
- f) Customer shall not accept a WEX Card where the WEX Card appears to be invalid or expired or there is reasonable belief that the WEX Card is counterfeit or stolen;
- g) Customer shall provide a copy of the receipt for a WEX Card sale, upon the request of the Card holder, to the extent permitted by applicable law, which shall not include the full account number or driver identification number;
- h) Customer shall require the Cardholder to sign a receipt when a WEX Card sale is not completed by an island Card reader;
- i) Customer shall take all commercially reasonable efforts to protect manual WEX Card sales data from fraud or misuse;
- j) Customer shall not divide the price of goods and services purchased in a single WEX Card sale among two or more sales receipts or permit a WEX Card sale when only partial payment is made by use of the WEX Card and the balance is made with another bank Card;
- k) Customer shall securely maintain a record of all WEX Card sales, including the Authorization Request Data, for a period of one year and produce such records upon the reasonable request of WEX;
- l) Customer shall notify Processor of any errors contained within a settlement report within forty-five (45) days of receipt of such report. Processor will not accept reprocessing requests for WEX transactions older than 90 days;
- m) Customer shall allow WEX to audit records, upon reasonable advance notice, related to the WEX Full Service; and
- n) Customer shall retransmit WEX Card sales data when reasonably requested to do so.
- o) Customer acknowledges and agrees that its sole remedies with respect to the WEX Full Acquiring services shall be against Processor for the WEX Full Acquiring Services and not WEX, except to the extent that WEX knows of any fraud related to the WEX Cards and fails to provide notice of such fraud or WEX commits fraud in respect to the WEX Full Acquiring Services.

7. If Customer accepts Voyager Cards:

- In addition to the information stated in the Operating Procedures, Customer should check Fleet Cards for any printed restrictions at the point of sale.
- In addition to the information provided under the Operating Procedures, Customer shall establish a fair policy for the exchange and return of merchandise. Customer shall promptly submit Credits to us for any returns that are to be credited to a Voyager Card holder's account. Unless required by law, Customer shall not give any cash refunds to any Voyager Card holder in connection with a sale.
- In addition to the information required under the Operating Procedures, the following information must be contained on the single page document constituting the Sales Draft for Voyager transactions:
 - Time of transaction.
 - Type of fuel sold.
 - As permitted by the applicable POS device, odometer reading.

- For all cashier-assisted Sales Drafts and Credit Drafts processed manually using a card Imprinter if required, the identification number from the source credentials provided by Cardholder to validate Cardholder's identity (e.g., Driver's License number).
- If an increase in the number of Voyager transaction authorization calls from Customer not due to our or Voyager system outages in excess of 15% for a given month as compared to the previous month occurs, we may, in our discretion, deduct telephone charges, not to exceed \$.25 (25 cents) per call, for the increased calls, from Customer's settlement of Customer's Voyager transactions.
- In addition to the information provided under the Operating Procedures, settlement of Voyager transactions will generally occur by the fourth banking day after we process the applicable card transactions. We shall reimburse Customer for the dollar amount of sales submitted for a given day by Customer, reduced by the amount of Chargebacks, tax exemptions, discounts, Credits, and the fees set forth in the Application. Neither we nor Voyager shall be required to reimburse Customer for sales submitted more than sixty (60) days from the date of purchase.
- For daily transmission of sales data, Customer shall securely maintain true and complete records in connection with the information required to be provided under this paragraph for a period of not less than thirty-six (36) months from the date of the generation of the data. Customer may store records on electronic media, if secure. Customer is responsible for the expense of retaining sales data records and Sales Drafts.
- In addition to the scenarios identified in the Operating Procedures that could cause an authorization related Chargeback to occur, with respect to Voyager transactions, Chargebacks shall be made in accordance with any other Voyager rules. Notwithstanding termination or expiration of this paragraph or the Agreement, Customer shall remain liable for all outstanding Chargebacks on Voyager transactions.
- In addition to the information provided under Section V of the MSA, or Section 7 of the Card Processing Terms Addendum, in no event shall our cumulative liability to Customer for losses, claims, suits, controversies, breaches or damages for any cause whatsoever in connection with Voyager transactions exceed the lesser of \$10,000.00 or the Voyager Transaction Fees paid by Customer to us for the two months prior to the action giving rise to the claim.
- Notwithstanding anything in this Agreement to the contrary, our obligation to provide services to Customer relating to any Fleet Card will terminate automatically without penalty to us or the related Card Organization upon the earlier of (i) the termination or expiration of our agreement with such Card Organization, (ii) at least twenty (20) days prior written notice by us to Customer; (iii) Customer's failure to comply with material terms relating to such Fleet Card transactions, or (iv) written notice, if an Card Organization discontinues its Card

Special Provisions for Debit Card

The special provisions outlined herein apply only to those Debit Card transactions that are processed by a Cardholder entering a Personal Identification Number (PIN) unless the transaction is a debit network supported PINless transaction. A PINless transaction is a Debit Card transaction that a merchant submits to us for settlement/funding transactions with neither a PIN nor Signature. The Services provided, transactions processed and other matters contemplated under these Special Provisions for Debit Card are subject to the rest of the Agreement.

1. Debit Card Acceptance. Most, but not all, Debit Cards (including, e.g., PIN Debit Cards such as Debit Cards) can be accepted at the point of sale at participating locations. Examine the back of the Debit Card to determine if the Card participates in a network that Customer is authorized to accept. The Network mark(s) will usually be printed on the back of the Card. If the Debit Card is valid and issued by a participating network, Customer must comply with the following general requirements for all participating networks, in addition to any specific requirements of the network.

- Customer must honor all valid Debit Cards when presented that bear authorized network marks.
- Customer must treat transactions by Cardholders from all Issuers in the same manner.
- Customer may not establish a minimum or maximum transaction amount for Debit Card acceptance.
- Customer may process cash back or store credit on PIN Debit Cards on a merchandise return according to Customer's store policy.
- Customer may not require additional information, besides the PIN, for the completion of the transaction unless the circumstances appear suspicious. A signature is not required for Debit Card transactions.
- Customer shall not disclose transaction related information to any party other than Customer's agent, a network, or issuing institution and then only for the purpose of settlement or error resolution.
- Customer may not process a Credit Card transaction in order to provide a refund on a Debit Card transaction.

2. Transaction Processing. The following general requirements apply to all Debit Card transactions.

- All Debit Card transactions must be authorized and processed electronically. There is no Voice Authorization or Imprinter procedure for Debit Card transactions.
 - Customer may not complete a Debit Card transaction that has not been authorized. The Cardholder should be instructed to contact the Issuer to find out why a transaction received a Referral or decline response. If Customer cannot obtain an authorization at the time of sale, Customer should request another form of payment from the customer or process the transaction as a Store and Forward or Resubmission, in which case Customer assumes the risk that the transaction fails to authorize or otherwise declines. The Cardholder should be instructed to contact the Issuing Bank to find out why a transaction has been declined.
 - Unless the transaction is a network supported PINless transaction, Customer may not complete a Debit Card transaction without entry of the PIN by the Cardholder.
 - The PIN must be entered into the PIN pad only by the Cardholder. Customer cannot accept the PIN from the Cardholder verbally or in written form.
 - The PIN Debit Network used to process Customer's transaction will depend upon, among other things, our own business considerations, the availability of the PIN Debit network at the time of the transaction and whether a particular PIN Debit Card is enabled for a particular Debit network. The PIN Debit network utilized to route Customer's transaction may or may not be the lowest cost network available. We may, in our sole discretion (i) utilize any PIN Debit network available to us for a given transaction (including a PIN Debit network affiliated with Processor) and (ii) add and/or remove PIN Debit networks available to Customer based on a variety of factors including availability, features, functionality and our own business considerations.
 - Customer must issue a receipt to the Cardholder upon successful completion of a transaction and effect PAN Truncation on it.
 - Customer may not manually enter the account number. The account number must be read electronically from the Magnetic Stripe. If the Magnetic Stripe is unreadable, Customer must request another form of payment from the customer.
 - Any applicable tax must be included in the total transaction amount for which authorization is requested. Tax may not be collected separately in cash.
- CUSTOMER IS RESPONSIBLE FOR SECURING CUSTOMER'S TERMINALS AND TO INSTITUTE APPROPRIATE CONTROLS TO PREVENT EMPLOYEES OR OTHERS FROM SUBMITTING REFUNDS AND VOIDS THAT DO NOT REFLECT BONA FIDE RETURNS OR REIMBURSEMENTS OF PRIOR TRANSACTIONS.**

3. Cash-Back From Purchase. Customer has the option of offering back cash to Customer's customers when they make a PIN Debit Card purchase, if cash-back is supported by the PIN Debit Network associated with the PIN Debit Card presented by Customer's customer. Customer may set a minimum and maximum amount of cash-back that Customer will allow. If Customer is not now offering this service, Customer's terminal may require additional programming to begin offering cash-back.

4. Settlement. Within one Business Day of the original transaction, Customer must balance each location to the system for each Business Day that each location is open.

5. Adjustments. An adjustment is a transaction that is initiated to correct a Debit Card transaction that has been processed in error. Customer will be responsible for all applicable adjustment fees that may be charged by a Debit Card network. Some networks may have established minimum amounts for adjustments.

There are several reasons for adjustments being initiated:

- The Cardholder was charged an incorrect amount, either too little or too much.
- The Cardholder was charged more than once for the same transaction.
- A processing error may have occurred that caused the Cardholder to be charged even though the transaction did not complete normally at the point of sale.
- All parties involved in processing adjustments are regulated by time frames that are specified in the operating rules of the applicable Debit Card network, The Electronic Funds Transfer Act, Regulation E, and other applicable law.

Special Provisions Regarding Wireless Services

If Customer elects to purchase the Wireless Services from us, then the following terms and conditions of these Special Provisions Regarding Wireless Services, referred to as the "Wireless Services Terms," shall apply. THE WIRELESS SERVICES ARE BEING SOLD TO CUSTOMER FOR USE IN BUSINESS AND ARE NOT BEING SOLD TO CUSTOMER FOR HOUSEHOLD OR PERSONAL USE. Sale of Wireless Services is made by Processor and not the Bank. The Services provided, transactions processed and other matters contemplated under these Special Provisions Regarding Wireless Services are subject to the rest of this Agreement, as applicable; provided, however, that Bank is not a party to these Special Provisions Regarding Wireless Services insofar as it relates to Wireless Services, and Bank is not liable to Customer in any way with respect to such services. For the purposes of these Special Provisions Regarding Wireless Services, the words "we," "our" and "us" refer only to the Processor and not to the Bank.

Through one or more third-party vendors ("Wireless Vendor(s)") selected by us in our sole discretion, we have acquired the right to resell certain wireless data communication services that use radio base stations and switching offered by certain cellular telephone and data networks throughout the country (the "Wireless Networks") in order to allow Customer to capture and transmit to Processor and Bank certain wireless Card Authorization transactions or to transmit other communications to our system ("Wireless Services").

If Customer elects to purchase voice and/or data services directly from a third-party provider for use with the Wireless Equipment as permitted by Processor, Customer acknowledges and agrees that this Agreement does not address or govern those voice and/or data services or Customer's relationship with that third-party provider, and Services are in no way responsible for providing, maintaining, servicing or supporting such third-party voice and/or data services.

1. Purchase of Wireless Services. The prices that Customer will pay for the Wireless Services are set forth on the Application. In connection with Customer's purchase of Wireless Services, Customer will receive access to a certain Wireless Network(s).

- Licenses. Customer agrees to obtain any and all licenses, permits or other authorizations required by the Federal Communications Commission ("FCC") or any other regulatory authority, if any, for the lawful operation of Wireless Equipment used by Customer in connection with Customer's receipt of Wireless Services. Customer will promptly provide us with all such information as we may reasonably request with respect to matters relating to the rules and regulations of the FCC.

- Wireless Equipment. Customer agrees that in order to access the Wireless Services, Customer must use wireless POS Terminals and accessories approved for use with the Wireless Services by Processor from time to time in its sole discretion (the "Wireless Equipment"). If Wireless Equipment is purchased by Customer from us as indicated on the Application, then the terms of this Agreement, including without limitation Section 18 of this Agreement, apply to Customer's use of such Wireless Equipment.

- Improvements/General Administration. We and the Wireless Vendor(s) reserve the right to make changes, from time to time, in the configuration of the Wireless Services, Wireless Networks, Wireless Equipment, Wireless Software, rules of operation, accessibility periods, identification procedures, type and location of equipment, allocation and quantity of resources utilized, programming languages, administrative and operational algorithms and designation of the control center serving Customer at the particular address. In addition, we reserve the right to schedule, from time to time, interruptions of service for maintenance activities.

- Suspension of Wireless Services. We or a Wireless Network may suspend the Wireless Services to: (a) prevent damages to, or degradation of, our or a Wireless Network's network integrity that may be caused by a third party; (b) comply with any law, regulation, court order or other governmental request which requires immediate action; or (c) otherwise protect us or a Wireless Network from potential legal liability. To the extent commercially reasonable, we shall give notice to Customer before suspending the Wireless Services to Customer. If not commercially reasonable to give prior notice, we will give notice to Customer as soon as commercially practicable thereafter. Availability of the Wireless Services may vary due to events beyond the control of us or our Wireless Vendors. In the event of a suspension of the Wireless Services, we or the applicable Wireless Vendor will promptly restore the Wireless Services after the event giving rise to the suspension has been resolved.

2. Software Licenses. Processor hereby grants to Customer a non-exclusive, nontransferable, revocable limited sublicense to use any wireless software (including any documentation relating to or describing the wireless software) downloaded by Customer or Customer's designee from Processor's systems onto the Wireless Equipment in connection with Customer's purchase and use of the Wireless Services in accordance with the terms of these Special Provisions Regarding Wireless Services ("Wireless Software"), including these Special Provisions Regarding Wireless Services and Terms of Equipment Purchase. Anything in this Agreement to the contrary notwithstanding, we or certain third parties retain all ownership and copyright interest in and to all Wireless Software, related documentation, technology, know-how and processes embodied in or provided in connection with the Wireless Software, and Customer shall have only a nonexclusive, non-transferable license to use the Wireless Software in Customer's operation of the Wireless Equipment for the purposes set forth in these Special Provisions Regarding Wireless Services. Nothing in these Special Provisions Regarding Wireless Services confers any title or ownership of any such Wireless Software to Customer or shall be construed as a sale of any rights in any such Wireless Software to Customer. Customer agrees to accept and to be bound by all applicable terms and conditions of use and other license terms applicable to such Wireless Software, to the extent those terms do not conflict with the terms of the Agreement. The terms of the Agreement will control over any conflicting terms contained in such terms and conditions of use and other license terms. Customer shall not reverse engineer, disassemble or decompile the Wireless Software. Customer shall not give any Person access to the Wireless Software without our prior written consent. Customer's obligations under this Section 2 shall survive the termination of these Special Provisions Regarding Wireless Services. Customer acknowledges that the only right Customer obtains to the Wireless Software is the right to use the Wireless Software in accordance with the terms in this Section.

3. Limitation on Liability. We shall have no liability for any warranties by any party with respect to uninterrupted Wireless Services, as set forth in Section 10 (below), or for any Person's unauthorized access to Customer's data transmitted through either the Wireless Equipment or Wireless Services (including the Wireless software), or Wireless Networks, regardless of the form of action (whether in contract, tort (including negligence), strict liability or otherwise). The foregoing notwithstanding, for any other liability arising out of or in any way connected with these Wireless Services Terms, including liability resulting solely from loss or damage caused by partial or total failure, delay or nonperformance of the Wireless Services or relating to or arising from Customer's use of or inability to use the Wireless Services, Processor's, Bank's, and Wireless Vendor(s)' liability shall be limited to Customer's direct damages, if any, and, in any event, shall not exceed the lesser of the amount paid by Customer for the particular Wireless Services during any period of failure, delay, or nonperformance of the Wireless Services or \$50,000.00. In no event shall Servicers, Wireless Vendor(s) or our respective Affiliates be liable for any indirect incidental, special consequential or punitive damages. The remedies available to Customer under these Wireless Services Terms will be Customer's sole and exclusive remedies with respect to the Wireless Services.

4. Reserved.

5. Confidentiality. All information or materials which could reasonably be considered confidential or competitively sensitive that Customer accesses from or that relate to either Wireless Vendor(s) or Servicers related to the subject matter of these Wireless Services Terms will be considered confidential information. Customer will safeguard our confidential information with at least the same degree of care and security that Customer uses for Customer's confidential information, but not less than reasonable care. Information or materials may be disclosed to the extent required by law (including the Georgia Open Records Act OCGA 50-18-70 et Seq.).

6. Termination. In addition to any other provision in these Special Provisions Regarding Wireless Services, the Wireless Services being provided under these Special Provisions Regarding Wireless Services may terminate:

- (a) Immediately upon termination of the agreement between us (or our Affiliates) and Wireless Vendor(s), provided that we will notify Customer promptly upon our notice or knowledge of termination of such agreement, provided further that if Wireless Vendor(s) loses its authority to operate less than all of the Wireless Services or if the suspension of any authority or non-renewal of any license relates to less than all of the Wireless Services, then these Wireless Services Terms will terminate only as to the portion of the Wireless Services affected by such loss of authority, suspension or non-renewal; or
- (b) Immediately if either we or our Affiliates or Wireless Vendor(s) are prevented from providing the Wireless Services by any law, regulation, requirement, ruling or notice issued in any form whatsoever by judicial or governmental authority (including without limitation the FCC).
- (c) Upon the election of Customer to terminate without cause by providing written notice to Processor at least 180 days prior to the effective termination date.

7. Effect of Termination. Upon termination of these Wireless Services Terms for any reason, Customer will immediately pay to us all fees due and owing to us hereunder, prorated to account for any services not provided due to the termination. If these Wireless Services Terms terminate due to a termination of the agreement between us or our Affiliates and Wireless Vendor(s), then we may, in our sole discretion, continue to provide the Wireless Services through Wireless Vendor(s) to Customer for a period of time to be determined as long as Customer continues to make timely payment of fees due under these Wireless Services Terms.

8. Third-Party Beneficiaries. Wireless Vendor(s) are third-party beneficiaries of these Wireless Services Terms and may enforce its provisions as if a party hereto.

9. Reserved.

10. Disclaimer. Wireless Services use radio transmissions, so Wireless Services can't be provided unless Customer's Wireless Equipment is in the range of one of the available Wireless Networks' transmission sites and there is sufficient network capacity available at that moment. There are places, particularly in remote areas, with no service at all. Weather, topography, buildings, Customer's Wireless Equipment, and other conditions that we do not control may also cause failed transmissions or other problems. PROCESSOR, BANK, AND WIRELESS VENDOR(S) DISCLAIM ALL REPRESENTATIONS AND WARRANTIES RELATING TO WIRELESS SERVICES. WE CANNOT PROMISE UNINTERRUPTED OR ERROR FREE WIRELESS SERVICE AND DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF.

Terms of Equipment Purchase

These Terms of Equipment Purchase govern any equipment that is sold to Customer by Processor under the Participation Agreement, subsequent purchase agreements and/or other documentation provided in connection with the purchase of Equipment ("Equipment Documents"). The terms of the Agreement will control over any conflicting terms contained in the Equipment Documents. Equipment purchased by Customer under the Equipment Documents is referred to in these Terms of Equipment Purchase as the "Equipment." THE EQUIPMENT IS BEING SOLD TO CUSTOMER FOR USE IN CUSTOMER'S BUSINESS AND IS NOT BEING SOLD TO CUSTOMER FOR HOUSEHOLD OR PERSONAL USE. Sales of equipment are made by Processor. The Services provided, Equipment, Equipment Documents and other matters contemplated under these Terms of Equipment Purchase are subject to the rest of the Agreement, as applicable; provided, however, that Bank is not a party to these Terms of Equipment Purchase insofar as it relates to sales of Equipment and Bank is not liable to Customer in any way with respect to such services. For purposes of this section the words "we," "our," and "us" refer only to Processor and not to Bank.

Warranties, if any, for the Equipment or any related Software originate from the applicable third-party provider or manufacturer ("Vendor"). Materials or documents, if any, setting forth warranty terms, conditions, exceptions, exclusions and disclaimers will be contained within the packaging shipped from the Vendor. The terms of the Agreement will control over any conflicting terms contained in the Vendor documents.

We or third parties designated by us will only provide help desk support for Equipment purchased from us under the Equipment Documents, and we will not provide any such support or related services for any other products or equipment.

CUSTOMER ACKNOWLEDGES THAT THE EQUIPMENT AND/OR SOFTWARE CUSTOMER PURCHASED FROM US OR SUBSEQUENTLY PURCHASES FROM US, MAY NOT BE COMPATIBLE WITH ANY OTHER PROCESSOR'S SYSTEMS. WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH SOFTWARE AND/OR EQUIPMENT COMPATIBLE WITH ANY OTHER PROCESSING SYSTEMS. IN THE EVENT THAT CUSTOMER ELECTS TO USE ANOTHER PROCESSING SERVICE PROVIDER UPON THE TERMINATION OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT CUSTOMER MAY NOT BE ABLE TO USE THE EQUIPMENT AND/OR SOFTWARE PURCHASED UNDER THESE TERMS OF EQUIPMENT PURCHASE.

1. Purchased Equipment; Supplies. We will sell to Customer, and Customer will buy from us the Equipment identified in the Equipment Documents throughout the term of this Agreement as being purchased by Customer (individually and collectively the "Purchased Equipment"), free and clear of all liens and encumbrances (subject to Section 6 below), except that any "Software" (as defined in Section 7 below) will not be sold to Customer outright but instead will be provided to Customer pursuant to, and subject to the conditions of Section 7 of these Terms of Equipment Purchase. Customer shall pay the purchase price specified for the Purchased Equipment and the related software license(s), including all applicable tax and shipping and handling charges, prior to the effective date of these Terms of Equipment Purchase or at our option, such amounts will be collected by us by debits or deductions pursuant to Section 4 (below). We will provide Customer supplies as requested by Customer from time to time. Customer shall pay the purchase price for such supplies, plus shipping and handling charges, including all applicable tax, prior to delivery of the supplies or upon invoice, as specified by us, or at our option, such amounts will be collected by us by debits or deductions pursuant to Section 4 (below). (Maintenance and repair of merchant-owned equipment is Customer's responsibility).

2. Effective Date and Term. These Terms of Equipment Purchase shall become effective on the first date Customer receives any piece of Equipment covered by these Terms of Equipment Purchase. These Terms of Equipment Purchase will remain in effect until all of Customer's obligations and all of our obligations under these Terms of Equipment Purchase have been satisfied. We will deliver the Equipment to the site designated by Customer. Customer shall be deemed to have accepted each piece of Equipment at the earlier of: (a) Customer's actual acceptance after installation, (b) delivery to Customer if Customer's site is not prepared and ready for installation or (c) for Equipment that we have not agreed to install for Customer, seven (7) days after shipment of each such piece of Equipment. The provisions of these Terms of Equipment Purchase shall survive the termination or expiration of this Agreement.

3. Site Preparation; Installation & Maintenance. Customer will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the

manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date. Customer will support the installation in accordance with our requirements.

- Upon request, Customer must allow us (or our agents) reasonable access to the premises where authorization terminals or other communications equipment (e.g., printers) are or will be located.
- Any alterations required for installation of authorization terminal(s) or other communications equipment will be done at Customer's expense.
- If a terminal or printer appears to be defective, Customer must immediately call the POS Help Desk, or terminal or printer should be taken offline until POS Help Desk can be contacted.
- Customer is responsible for safeguarding authorization terminals or other Equipment from loss, damage, unauthorized use, misuse or theft. We should be notified as soon as practical regarding any damage to or loss of communications Equipment.
- If necessary, we will assist Customer in obtaining replacement Equipment. If Customer fails to return any defective Equipment, Customer may be responsible for its replacement value and for any legal and/or collection costs incurred by the Equipment owner in connection with recovering Equipment.
- Should Customer require additional Equipment, Customer must contact Relationship Management or Customer Service (there may be additional costs or fees charged to Customer in connection with any new Equipment ordered, including download fees).

4. Payment of Amounts Due.

a) Customer hereby authorizes us to collect all amounts due from Customer under these Terms of Equipment Purchase by initiating debit entries for such amounts to Customer's account designated pursuant to the Agreement to be debited and credited for amounts due from and to the Settlement Account or by deducting such amounts from amounts due to Customer from Servicers.

b) In addition to the purchase price, Customer shall pay, or reimburse us for, amounts equal to any taxes, levies, shipping fees, duties or assessments, however designated, levied or based on such charges, or on this Agreement or the Equipment and related supplies or any services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excise taxes, exclusive, however, of taxes based on our net income. However, such charges will not be applied to the extent they are not applicable due to Customer's tax exempt status.

c) Separate charges will apply for supplies.

5. Use and Return of Equipment; Insurance.

a) Customer shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer and in connection with the Services. Customer shall not use the Equipment, or permit the Equipment to be used, in any manner or for any purpose for which the Equipment is not designed or reasonably suited.

b) Customer shall not permit any physical alteration or modification of the Equipment without our prior written consent.

c) Customer shall not assign Customer's rights or obligations under this Agreement, or pledge, lend, create a security interest in, directly or indirectly create, incur, assume or allow to exist any other consensually or judicially imposed liens or encumbrances on, or part with possession of, to any other person, firm or organization without our prior written consent. Any such assignment, delegation, pledge, security interest or lien in the absence of such consent shall be void.

d) Customer shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. Customer is also responsible for obtaining all legally required permits for the Equipment.

e) We or our representatives may, at a time suitable to Customer, enter Customer's premises for purposes of inspecting, examining or repairing the Equipment.

f) In order to return equipment, Customer should:

- Call Customer Service for the address of the location to send the equipment.

• The following information must be included within the shipping box:

1. Customer name, complete address and phone number.
2. Name of person to contact if there are any questions.
3. Customer's Merchant Account Number.
4. Serial number of the terminal (found on the underside of the terminal).

• Please maintain proof of delivery documents for Customer's records, and the serial number from the bottom of the terminal.

Payment acquisition and processing equipment and software sourced from Servicers or from a third party, are subject to obsolescence due to factors such as inability to accommodate required security and functional updates or due to model discontinuation by the manufacturer and unavailability of spare parts. Customer acknowledges and understands that obsolete point of sale equipment will need to be replaced by non-obsolete and compliant point of sale equipment in the event of equipment failure, or as requested by Servicers to bring the Customer into compliance with card network mandates and regulations. Customer will be responsible for any costs associated with upgrading to non-obsolete and compliant equipment.

6. Reserved.

7. Software License. Anything in this Agreement to the contrary notwithstanding, we or certain parties retain all ownership and copyright interest in and to all software, computer programs, related documentation, technology, know-how and processes embodied in or provided in connection with the Equipment (collectively "Software"), and Customer shall have only a nonexclusive, non-transferable, revocable license to use the Software in Customer's operation of the Equipment for purposes set forth in these Terms of Equipment Purchase. Nothing in these Terms of Equipment Purchase confers any title or ownership of any such Software to Customer or shall be construed as a sale of any rights in any such Software to Customer. Customer agrees to accept, agree to and be bound by all applicable terms and conditions of use and other license terms applicable to such Software. The terms of the Agreement will control over any conflicting terms contained in any such terms and conditions of use and other license terms. Customer shall not reverse engineer, disassemble or decompile the Software. Customer shall not give any third-party access to the Software without our prior written consent. Customer's obligations under this Section 7 shall survive the termination of this Equipment Agreement.

8. Limitation on Liability. Notwithstanding any provision of these Terms of Equipment Purchase to the contrary and in addition to the limitations and disclaimers set forth in the Agreement, our liability arising out of or in any way connected with the Equipment or related software shall not exceed the purchase price, as applicable, paid to us for the particular Equipment involved.

9. Reserved.

10. Default; Remedies.

a) If any debit of Customer's Settlement Account initiated by us for other charges due hereunder is rejected when due, or if Customer otherwise fails to pay us any amounts due hereunder when due, or if Customer defaults in any material respect in the performance or observance of any obligation or provision in these Terms of Equipment Purchase, or if any other default occurs under this Agreement, any such event shall be a default hereunder.

Special Provisions Regarding TransArmor® Services

If Customer elects to utilize the TransArmor Service, the following additional terms and conditions of this addendum shall apply.

The TransArmor Service is provided to Customer by Processor and not Bank. Bank is not a party to these Special Provisions Regarding TransArmor® Services insofar as it applies to the TransArmor Service, and Bank is not liable to Customer in any way with respect to such services. For the purposes of these Special Provisions Regarding TransArmor®, the words “we,” “our” and “us” refer only to the Processor and not the Bank.

The TransArmor Service provided, transactions processed and other matters contemplated under these Special Provisions Regarding TransArmor® are subject to the rest of the Agreement, as applicable..

1. Definitions. Capitalized terms used herein in these Special Provisions Regarding TransArmor® shall have the meanings given to such terms as set forth in these Special Provisions Regarding TransArmor® or as defined in the Glossary or elsewhere in the Agreement.

“Legacy Data Conversion” means that process by which historical information containing Primary Account Numbers (PAN) from transactions completed by Customer prior to implementation of TransArmor will be converted to information containing a Token.

“Multi-Pay Token” shall mean Customer’s specific alpha-numeric value that is: (i) randomly generated when a Card number is requested to be registered by Customer as Customer’s specific Token upon receipt of Cardholder approval to register the Card number; (ii) becomes associated with Customer and the Card within Processor and its Affiliates’ systems; (iii) can be stored by Customer in Customer’s systems in lieu of the Card number to represent the Card number; (iv) can be used to initiate authorization processing for Cardholder-initiated or recurring payments; (v) may be retrieved by Processor or its Affiliates within their systems in connection with processing future transactions involving the same Card number or registered Token when submitted by Customer for authorization processing; and (vi) is returned to Customer from Processor or its Affiliates’ systems as part of the Register PAN Response and/or authorization response.

“Registered PAN Response” is defined as the registration of a specific Card number (i.e., Primary Account Number)) for purposes of associating that PAN with a specific Token.

“Token” means an alpha-numeric value that: (i) is randomly generated when a Card number used in a transaction is initially submitted by Customer for authorization processing; (ii) becomes associated with the Card within Processor and its Affiliates’ systems; (iii) may be retrieved by Processor or its Affiliates within their systems in connection with processing future transactions involving the same Card number when submitted by Customer for authorization processing; and (iv) is returned to Customer from Processor or its Affiliates’ systems as part of the authorization response.

“Token Request” shall mean Customer’s request to obtain a Multi-Pay Token for credit card information only (i.e., without an immediate authorization required), which permits Customer to store a Multi-Pay Token for future transactions involving the Cardholder.

“TransArmor Service” means those services described in this Special Provisions Regarding TransArmor Services section and may be either TransArmor VeriFone Edition Service or TransArmor RSA Service as selected by Customer.

2. Grant of License. Processor grants to Customer a non-transferable, non-assignable, non-exclusive, revocable sub-license during the term of this agreement to use the TransArmor Service and the TransArmor Service Marks (as identified in the TransArmor Rules and Procedures) in the United States in accordance with these Special Provisions Regarding TransArmor®, including without limitation the TransArmor Rules and Procedures. Any rights with respect to the TransArmor Service not expressly granted by Processor in these Special Provisions Regarding TransArmor® are deemed withheld.

3. Services. The TransArmor Service applies only to Card transactions sent from Customer to us for authorization and interchange settlement pursuant to the Agreement, and specifically excludes electronic check transactions, closed-loop gift card transactions, STAR contactless transactions read in contactless mode, Wright

Express transactions, Voyager transactions, and other Card types that are not capable of being tokenized. Processor and Customer may agree to include additional transaction types in the TransArmor Service when made available by Processor. Processor will provide an encryption key or other encryption capability to Customer to be used to encrypt (make unreadable) Card data during transport of the authorization request from Customer's point of sale to Processor's systems. During the period when the transaction is being transmitted to Processor for authorization processing, all historical transaction data, including Card number and full magnetic stripe data (track data and expiration date), will be encrypted. Processor will then generate or retrieve a unique, randomly generated Token or Multi-Pay Token assigned to the Card number that will be returned to Customer in the authorization response. Customer must select one of the two options for the TransArmor Service as indicated on the Participation Agreement:

- TransArmor VeriFone Edition Service. This service option is limited to those clients which have an eligible VeriFone point of sale ("POS") devices and desire the software or hardware-based encryption and tokenization to be activated through the VeriFone device.
- TransArmor RSA Service. This service option provides software-based encryption and tokenization that is available to all clients to integrate into their POS or the point-of-sale device, if available or supported.

4. Responsibilities of Customer. Customer is responsible to comply with the following regarding Customer's use of the TransArmor Service:

- a) Customer is required to comply with the Card Organization Rules, including taking all steps required to comply with the Payment Card Industry Data Security Standards (PCI DSS). Customer must make reasonable efforts to ensure that all third parties and software used by Customer in connection with Customer's payment card processing are compliant with PCI DSS. Use of the TransArmor Service will not, on its own, cause Customer to be compliant with, or eliminate Customer's obligation to comply with PCI DSS or any other Card Organization Rule. Customer must demonstrate and maintain Customer's current PCI DSS compliance certification. Compliance must be validated: (i) either (A) by a Qualified Security Assessor (QSA) with corresponding Report on Compliance (ROC) or (B) by successful completion of the applicable PCI DSS Self-Assessment Questionnaire (SAQ) or Report on Compliance (ROC), and (ii) if applicable to Customer's business, by passing quarterly network scans performed by an Approved Scan Vendor, all in accordance with Card Organization Rules and PCI DSS.
- b) Use of the TransArmor Service is not a guarantee against an unauthorized breach of Customer's point of sale systems or any facility where Customer processes and/or stores transaction data (collectively, "Customer Systems").
- c) Customer must deploy the TransArmor Service (including implementing any upgrades to such service within a commercially reasonable period of time after receipt of such upgrades) throughout Customer Systems including replacing existing Card numbers on Customer Systems with Tokens or Multi-Pay Tokens, as applicable. Full Card numbers must never be retained, whether in electronic form or hard copy.
- d) Customer must use the Token or Multi-Pay Token, as applicable, in lieu of the Card number for **ALL** activities subsequent to receipt of the authorization response associated with the transaction, including without limitation, settlement processing, retrieval processing, chargeback and adjustment processing and transaction reviews.
- e) Any point-of-sale device, gateway and/or value-added reseller used by Customer in connection with the TransArmor Service must be certified by Processor for use with the TransArmor Service.
- f) If Customer sends or receives batch files containing completed Card transaction information to/from Processor, Customer must utilize the service provided by Processor to enable such files to contain only Tokens or Multi-Pay Tokens, as applicable or truncated information.
- g) Customer must utilize truncated report viewing and data extract creation within reporting tools provided by Processor.
- h) Customer is required to follow rules or procedures we may provide to Customer from time to time related to Customer's use of the TransArmor Service ("TransArmor Rules and Procedures"). We will provide Customer with advance written notice of any such rules or procedures and any changes to such rules or procedures.

- i) Customer has no right, title or interest in or to the TransArmor Service, any related software, materials or documentation, or any derivative works thereof, and nothing in this Agreement assigns or transfers any such right, title or interest to Customer. Customer shall not take any action inconsistent with the stated title and ownership in these Special Provisions Regarding TransArmor®. Customer will not file any action, in any forum that challenges the ownership of the TransArmor Service, any related software, materials or documentation. Failure to comply with this provision will constitute a material breach of these Special Provisions Regarding TransArmor®. We have the right to immediately terminate these Special Provisions Regarding TransArmor® and Customer's access to and use of the TransArmor Service in the event of a challenge by Customer. No additional rights are granted by implication, estoppel or otherwise.
- j) Customer will not: (i) distribute, lease, license, sublicense or otherwise disseminate the TransArmor Service or any portion of it to any third party; (ii) modify, enhance, translate, supplement, create derivative works from, reverse engineer, decompile or otherwise reduce to human-readable form the TransArmor Service or any portion of it; (iii) sell, license or otherwise distribute the TransArmor Service or any portion of it; (iv) make any copies, or permit any copying, of the TransArmor Service or any portion of it; or (v) use any portion of the TransArmor Service as a standalone program or in any way independently from the TransArmor Service. If any portion of the TransArmor Service contains any copyright notice or any other legend denoting the proprietary interest of Processor or any third party, Customer will not remove, alter, modify, relocate or erase such notice or legend on such item.
- k) Customer will only use the TransArmor Service for Customer's internal business purposes in a manner consistent with these Special Provisions Regarding TransArmor®.
- l) Customer will use only unaltered version(s) of the TransArmor Service and will not use, operate or combine the TransArmor Service or any related software, materials or documentation, or any derivative works thereof with other products, materials or services in a manner inconsistent with the uses contemplated in these Special Provisions Regarding TransArmor®.
- m) Customer will promptly notify Processor of a breach of any terms of these Special Provisions Regarding TransArmor®.
- n) Customer must obtain a Cardholder's written or electronic consent to store a Multi-Pay Token to represent such Cardholder's Card number for future purchases.
- o) Customer must store the Multi-Pay Token in its Customer Systems in lieu of the Card number for all Cardholder profile records.
- p) Customer must require Cardholders to log into their Cardholder profile in order to initiate a Transaction with the registered Token. This login must require two-factor authentication, such as a user ID and password.
- q.) If Customer ceases a processing relationship, then Customer must permanently delete all Tokens or Multi-Pay Tokens, as applicable, contemplated under this agreement from all Customer Systems no later than ninety (90) days after the termination or expiration of the processing relationship.

5. Term; Amendment; Termination. The Parties may modify these Special Provisions Regarding TransArmor® by mutual agreement, in writing. In addition to any termination rights in these Special Provisions Regarding TransArmor®, either Party may terminate the TransArmor Service upon thirty (30) days' advance written notice to the other Party. Processor may terminate the TransArmor Service immediately if Customer's material breach of the terms contained in these Special Provisions Regarding TransArmor® remains uncured for ten (10) business days following Customer's receipt of written notice of such breach from Processor.

6. Fees. Customer shall pay the fees for TransArmor Service as set forth in the Agreement.

7. TransArmor Limited Warranty ("Limited Warranty"). Processor warrants that the Token or Multi-Pay Token, as applicable, returned to Customer, as a result of using the TransArmor Service, cannot be used to initiate a financial sale transaction by an unauthorized entity/person outside the Customer Systems. This warranty by Processor is referred to herein as the "Limited Warranty" and is subject to the terms and conditions set forth in

these Special Provisions Regarding TransArmor®. To be eligible for the Limited Warranty, Customer must maintain a processing relationship with Processor and be in compliance with all the terms of the Agreement, including these Special Provisions Regarding TransArmor®, and any other agreement relating to transaction Cards eligible for the TransArmor Service. Subject to the terms, conditions and limitations set forth in the Agreement, including the limitation of liability provisions, Processor agrees to indemnify and hold Customer harmless from direct damages, including third-party claims, resulting from Processor's breach of the Limited Warranty. The express remedy for Processor's breach of the Limited Warranty set forth in this paragraph constitutes Processor's entire liability and Customer's sole and exclusive remedy for Processor's breach of the Limited Warranty. The Limited Warranty is void if (i) Customer uses the TransArmor Service in a manner not contemplated by, or in violation of, the Agreement, including these Special Provisions Regarding TransArmor®, or any other agreement relating to transaction Cards eligible for the TransArmor Service or (ii) Customer is grossly negligent or engages in intentional misconduct.

8. TransArmor Disclaimer. IN ADDITION TO THE DISCLAIMERS SET FORTH IN THE AGREEMENT, THE FOLLOWING DISCLAIMER APPLIES TO THE TRANSARMOR SERVICE: EXCEPT AS EXPRESSLY PROVIDED IN THESE SPECIAL PROVISIONS REGARDING TRANSARMOR®, PROCESSOR MAKES NO REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED WITH REGARD TO THE TRANSARMOR SERVICE INCLUDING THE UNINTERRUPTED OR ERROR-FREE OPERATION OF THE TRANSARMOR SERVICE OR NONINFRINGEMENT.

Special Provisions Regarding Fraud Detection Services

If Customer elects to receive Fraud Detection Services from us, then the following terms and conditions of these Special Provisions Regarding Fraud Detection Services, referred to as the “Fraud Services Terms”, shall apply.

The Fraud Detection Services are provided to Customer by Processor and not Bank. Bank is not a party to these Fraud Services Terms insofar as it applies to the Fraud Detection Services, and Bank is not liable to Customer in any way with respect to such services. For the purposes of these Special Provisions Regarding Fraud Detection Services, the words “we”, “our” and “us” refer only to the Processor and not the Bank.

Through our strategic agreement with Accertify, Inc. we have acquired the right to sublicense the access and use of Interceptas, InterceptNOW and InterceptSHARE, which are software systems and related services that will help Customer efficiently reduce Customer’s exposure to fraudulent transactions (the “Fraud Services”). The Fraud Services are proprietary products and services of Accertify, Inc., and may include specific data and services from third-party service providers for things like geolocation or device identification, which are specific tools used together with Accertify’s software. For all purposes of the Fraud Services Terms, the term Fraud Services includes any such third-party data or service providers accessed through any of Accertify’s proprietary software described above.

1. Software Licenses. We hereby grant Customer a non-exclusive, non-transferable, limited sublicense to use the Fraud Services for the duration of these Fraud Services Terms, or until otherwise terminated, solely in connection with Customer’s use of the payment and processing services otherwise described in the Agreement. Customer acknowledges that the only right Customer obtains to the Fraud Services is the right to use the Fraud Services for the screening and review of Customer’s own transactions in accordance with the terms in this Section.

The Fraud Services and related materials include confidential, competitively sensitive and trade secret information, processes, software, user interfaces and other elements. Customer is not permitted to allow any third-party service provider access to these materials or to the output generated by the Fraud Services, nor use or demonstrate the Fraud Services or related materials for, or on behalf of, any third-party service provider without the prior written permission of the Fraud Services provider.

2. Reservation of Rights. Subject only to the limited sublicense granted herein, we and the Fraud Services provider(s) reserve all ownership rights to our and their respective intellectual property related in any way to the Fraud Services. We reserve the right to alter or suspend the Fraud Services in the event of (i) a violation of Fraud Services Terms or (ii) the termination of the agreement with our Fraud Services provider or other inability to continue to provide the Fraud Services.

3. Transaction Data. Customer’s transaction data will be processed by the Fraud Services. As part of this processing, the transaction data may be retained for statistical analysis, and elements of data from fraudulent transactions may be captured, retained and shared with others to help improve the Fraud Services and prevent further fraud. In no event will the source of any such retained data be disclosed to a third party. Customer hereby agrees to the transmission and use of the data in this manner.

4. Disclaimer of Warranties. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS MAY BE EXPRESSLY PROVIDED HEREIN, THE FRAUD SERVICES ARE PROVIDED TO CUSTOMER “AS IS,” WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. INCLUDED IN THIS DISCLAIMER ARE BOTH EXPRESS AND IMPLIED WARRANTIES, AND WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT THE FRAUD SERVICES WILL BE COMPLETELY ACCURATE, ERROR-FREE OR WILL BE AVAILABLE WITHOUT INTERRUPTION.**

5. Limitation of Liability. The Fraud Services provide a tool for Customer to efficiently make better informed decisions whether to accept or reject transactions that may be fraudulent. There is no assurance that the Fraud Services will accurately identify every instance of fraud, nor that every transaction that may appear fraudulent is in fact so. **BY CUSTOMER’S ACCEPTANCE OF THE TERMS OF THESE FRAUDSERVICES TERMS, AND CUSTOMER’S USE OF THE FRAUD SERVICES, CUSTOMER AGREES THAT, UNDER ANY THEORY OF LAW OR EQUITY, WITH RESPECT TO CUSTOMER’S USE OF THE FRAUD SERVICES (i) OUR LIABILITY**

AND THAT OF ANY FRAUD SERVICES PROVIDER SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED TWELVE (12) MONTHS OF FRAUD SERVICES FEES.

6. Termination. Upon termination of the Fraud Services for any reason, Customer agrees to pay any remaining fees or expenses related to Customer's use of the Fraud Services, to cease attempts to access the Fraud Services and to return all user manuals or other materials received in connection with the Fraud Services. Such fees or expenses shall be prorated to account for any services not rendered due to termination.

7. Third-Party Beneficiaries. The Fraud Services provider(s) is (are) an intended third-party beneficiary of these Fraud Services Terms under the Agreement and may enforce the terms of these Fraud Services Terms directly against Customer as if it were a party hereto.

8. Customer's Privacy Policy. Customer's privacy policy should reflect the fact that Customer will subject transactions to fraud screening. Customer and Customer's privacy legal counsel should consider Customer's specific circumstances and what disclosures will best fit Customer's needs and provide Customer's customers with a clear picture of how customer and transaction data is being used. Example language is set forth below, but is only a suggestion, which Customer should not adopt without careful consideration and advice of counsel.

Any information Customer provides to Merchant may be combined with information from other sources and used by Merchant, or a third party retained by Merchant, to help detect and prevent fraud, misuse of [Merchant]'s website or other illegal activity. Parts or all of this information may be retained by us or the third parties involved in fraud detection and used for future fraud prevention efforts. Information believed to be fraudulent may be shared with other merchants, banks and law enforcement officials to help prevent further misuse. [Merchant] may also use "device identification" technology to recognize specific computers or other internet devices each time they access the website, and associate historical data with that computer or device as part of its efforts to prevent fraud or other misuse.

Special Provisions Regarding Clover Service

These Special Provisions Regarding Clover Service govern the provision of the Clover Service (as defined below) to Customer by Processor along with Processor's third-party service providers, including Clover Network, Inc., an affiliate of First Data Merchant Services Corporation ("Clover"). By signing below, Customer is electing to receive the Clover Service and Customer agrees to the terms and conditions set forth in these Special Provisions Regarding Clover Service for the Clover Service.

The Clover Service is provided to Customer by Processor. Bank is not a party to these Special Provisions Regarding Clover Service, and Customer acknowledges that Bank is not liable to Customer in any way with respect to the Clover Service. For the purposes of these Special Provisions Regarding Clover Service, the words "we," "our" and "us" refer only to the Processor and not to the Bank.

The Clover Service, all transactions processed via the Clover Service, and other matters contemplated under this Addendum are subject to the terms and conditions of the Agreement, as applicable. These Special Provisions Regarding Clover Service shall become effective on the day Processor begins providing the Clover Service to Customer and shall end with the termination of the Agreement. These Special Provisions Regarding Clover Service may also be terminated at any time by either party upon thirty (30) days' written notice to the other party.

1. Definitions. Capitalized terms have the meanings given to them in this Addendum or elsewhere in the Agreement.

"Application Marketplace" means the electronic marketplace provided to Customer via an agreement between Customer and Clover, through which Third Party Apps and Third-Party Services are available to Customer at Customer's election. For the avoidance of doubt, the Application Marketplace is not part of the Clover Service provided by Processor pursuant to these Special Provisions Regarding Clover Service and the Agreement.

"Clover Apps" means the non-modifiable (object code) software applications loaded on a Device at the time we provide the Device to Customer. For the avoidance of doubt, the Clover Apps do not include Third Party Apps.

"Clover Marks" means the trademarks or service marks used by Processor and Clover in connection with the Clover Service.

"Clover Mini" means the Device that is enabled to accept payments (inclusive of credit, NFC, EMV and PIN debit) that Customer submits to us using the Clover Service.

"Clover Mobile Devices" means a hand-held Device that is enabled to accept payments (inclusive of credit, NFC, EMV and PIN debit) that Customer submits to us using the Clover Service.

"Clover Service" means the hardware, software and services delivered through the Device that are designed to assist Customer with the management of Customer's business and enable payment processing at the point of service or sale, including: (a) the website through which the Clover Service is provided to Customer by Processor, (b) the Clover Apps, (c) other non-modifiable (object code) software that enables the Clover Apps to work on the Device, (d) the Device, and (e) any related updates or new versions of such software (including software maintenance or bug fixes), materials, documentation and derivative works released by Processor or Clover from time to time. For the avoidance of doubt, the words "software" and "services" in the preceding sentence do not include the Application Marketplace, any Third-Party Apps or any Third-Party Services that may be obtained by Customer separately from the Clover Service. The Clover Service is deemed part of the "Services," as defined in and provided under the Agreement.

"Clover Software" means Payment Plus, Register Lite or Register.

"Clover Station" means the stationary Device that is enabled to accept payments (inclusive of credit, NFC, EMV and PIN debit) that Customer submits to us using the Clover Service and has the Register Clover Software that is pre-provisioned.

"Purchaser" means a Person who makes a purchase of goods or services from Customer, and the transaction is processed utilizing the Clover Service.

“Purchaser Information” means information about Purchasers (e.g., name, mailing address, e-mail address, telephone number) and other information obtained by (a) Processor or Clover in connection with Customer’s use of the Clover Service, (b) by Clover in connection with Customer’s use of the Application Marketplace, or (c) by providers of Third - Party Services.

“Device” means a mobile or fixed piece of equipment, including a tablet or smartphone, or other device identified by Processor from time to time to be capable of supporting the Clover Service. For the avoidance of doubt, a Device is deemed to be “Equipment” or “Customer Equipment” as defined in the Agreement.

“Payment Plus” means the non-modifiable (object code) software that is part of the then-current, Clover standard pre-provisioning load to certain Devices that enables:

- the initiation of electronic payments using a Device for payments processing,
- split-tender transactions,
- employee access controls , and
- access to the Application Marketplace.

Payment Plus will allow Customer to separately acquire through the Application Marketplace (subject to payment of applicable fees) the Register Lite or Register Clover Software.

“Register Lite and Register” are the Clover Software plus business management and non-payment processing functionality.

“Third-Party Apps” means the non-modifiable (object code) software applications that are NOT loaded on a Device at the time we provide Customer with the Device; Customer must subsequently elect to install Third-Party Apps onto the Device. Third-Party Apps are available through the Application Marketplace via an agreement between Customer and the developer of the Third-Party App. For the avoidance of doubt, the Third-Party Apps are not part of the Clover Service provided by Processor pursuant to these Special Provisions Regarding Clover Service and the Agreement.

“Third-Party Services” are the services, products, promotions or applications provided through a Third-Party App. For the avoidance of doubt, the Third-Party Services are not part of the Clover Service provided by Processor pursuant to this Addendum and the Agreement.

2. License Grant. During the term of these Special Provisions Regarding Clover Service, Processor grants Customer a limited, non-exclusive, revocable, non-transferable sublicense, without the right to further sublicense or assign in any way, to electronically access and use the Clover Service solely in the United States to manage Customer’s establishment and conduct associated point of sale activities within the United States in accordance with these Special Provisions Regarding Clover Service. For purposes of these Special Provisions Regarding Clover Service, “United States” does not include U.S. Territories or possessions. The Clover Service is for Customer’s internal business use only. These Special Provisions Regarding Clover Service do not grant Customer any rights to the Clover Marks. All intellectual property and proprietary rights in or related to the Clover Service and the Clover Marks are and will remain the sole and exclusive property of Clover, us, or our respective vendors or licensors (as applicable), and any and all right, title and interest associated with the Clover Service not expressly granted in these Special Provisions Regarding Clover Service are deemed withheld.

3. Restrictions. Customer may not, nor may Customer permits any third party, to do any of the following: (a) access or attempt to access the Clover Service (or any part) that is not intended or made available for use as authorized hereunder; (b) decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct or discover by any means any source code, underlying ideas or algorithms of the Clover Service (or any part), except to the extent that such restriction is expressly prohibited by law; (c) modify, translate, or alter in any manner, the Clover Service (or any part) or the Clover Marks; (d) create derivative works of or based on the Clover Service (or any part) or the Clover Marks; (e) except for backup and archival purposes, directly or indirectly copy the Clover Service (or any part); (f) republish, upload, post, transmit, disclose, or distribute (in any format) the Clover Service (or any part) except as permitted herein; (g) access or use (in any format) the Clover Service (or any part) through any time-sharing service, service bureau, network, consortium, or other means; (h) rent, lease, sell, sublicense, assign, or otherwise transfer Customer’s license rights to any third party, whether by operation of law or otherwise; (i) use or ship the Clover Service (or any part) outside of the United States, or access the Clover Service (or any part) from outside the United States, without in each case obtaining our advance written consent (which may be withheld for any lawful reason); (j) remove, relocate, or otherwise alter any

proprietary rights notices from the Clover Service (or any part) or the Clover Marks; (k) perform or attempt to perform any actions that would interfere with the proper working of the Clover Service, prevent access to or use of the Clover Service by other users, or in our reasonable judgment impose an unreasonable or disproportionately large load on our infrastructure, network capability or bandwidth; or (l) use the Clover Service (or any part) except as permitted in Section 2 (above).

4. Clover Service Limitations and Requirements.

- 4.1. Customer may access the Clover Service through Customer's Device using a wired (ethernet) or wireless (wifi or cellular) connection to the Internet. Customer is solely responsible for the payment of any fees that may be imposed by Customer's Internet/data provider. Customer's use of the Clover Service may be subject to: (a) the terms of Customer's agreements with Customer's Internet/data provider; and (b) the availability or uptime of the services provided by Customer's Internet/data provider.
- 4.2. Customer may use the Clover Service to conduct point of sale activities offline; transactions initiated offline will be queued and submitted for authorization when Customer restores Customer's Internet connectivity to the Clover System. However, Customer assumes all risk, responsibility and liability associated with any transaction that Customer chooses to conduct while the Clover Service is used offline.
- 4.3. The Clover Service does not function with every mobile device. Processor may alter which Devices are approved as compatible with the Clover Service in our discretion from time to time.
- 4.4. Maintenance on the Clover Service may be performed from time to time, which may result in service interruptions or delays, and the Clover Service may contain errors or "bugs" that may result in failure. Neither we nor Clover will be liable for any such interruptions, delays, errors or bugs. Customer agrees that we or Clover may contact Customer in order to assist Customer with the Clover Service and obtain information needed to identify and fix any errors or bugs.
- 4.5. Customer shall at all times comply with any operating procedures, requirements or guidelines regarding Customer's use of the Clover Service that are posted on the Clover website or otherwise provided or made available to Customer.
- 4.6. Customer is solely responsible for ensuring the accuracy of all information and data regarding Customer's business that Customer provides to us or Clover in connection with the Clover Service (e.g., menus loaded onto the Device). In addition, Customer is solely responsible for verifying that all information and data loaded onto a Device by us or Clover at Customer's request are accurate prior to Customer's business use of such data or such Device. We and Clover disclaim any and all liability arising out of any inaccuracies with respect to such information or data.
- 4.7. Customer shall comply with the following requirements in connection with Customer's use of the Clover Service:
 - a) With respect to each Purchaser who requests the delivery of transaction receipts via text message or email, such Purchaser must enter his phone number or email address in the appropriate space displayed on the Device himself; Customer is NOT permitted to add or modify any Purchaser Information (including but not limited to phone number and email address) on behalf of a Purchaser.
 - b) With respect to each Purchaser who desires to receive marketing material or other communications from Customer via text message or email, such Purchaser must check the appropriate consent check box displayed on the Device himself; Customer is NOT permitted to add or modify a Purchaser's consent indication on his or her behalf.
 - c) Customer (or Customer's agents acting on Customer's behalf) may only send marketing materials or other communications to the Purchaser's provided phone number, street address, and/or email address if the Purchaser has specifically consented by checking (himself) the applicable box displayed on the Device.
 - d) Customer is responsible to provide and obtain any disclosures and consents related to the E-SIGN Act that may be required in connection with Customer's communications and agreements with Purchasers.
 - e) NOTWITHSTANDING THE CAPABILITY OF THE CLOVER SERVICE TO COLLECT AND STORE PURCHASER INFORMATION AND TO ALLOW PURCHASERS TO ELECT TO RECEIVE MARKETING MATERIALS FROM CUSTOMER, SOME STATES' LAWS MAY LIMIT CUSTOMER'S USE OF SUCH INFORMATION, OR CUSTOMER'S DISCLOSURE OF SUCH INFORMATION TO THIRD PARTIES, ONCE COLLECTED, EVEN IF THE PURCHASER HAS PROVIDED HIS CONSENT. CUSTOMER ACKNOWLEDGE AND AGREE THAT (I) CUSTOMER'S USE OF PURCHASER INFORMATION OBTAINED IN CONNECTION WITH THE CLOVER SERVICE MAY BE SUBJECT TO LOCAL, STATE, AND/OR FEDERAL LAWS, RULES, AND REGULATIONS, (II) CUSTOMER IS SOLELY RESPONSIBLE FOR KNOWING SUCH LAWS, RULES, AND REGULATIONS, (III) CUSTOMER WILL AT ALL TIME

STRICTLY COMPLY WITH ALL SUCH LAWS, RULES, AND REGULATIONS, AND (IV) UPON REQUEST, CUSTOMER WILL FURNISH DOCUMENTATION SUFFICIENT FOR PROCESSOR TO ESTABLISH SAME IN ANY AUDIT OR REGULATORY REVIEW.

5. Special Terms for Clover Flex, Clover Mobile and Clover Mini. If Customer uses Clover Flex, Clover Mobile or Clover Mini to obtain the Clover Services the Clover Software that enables the Clover Apps to work on the Clover Flex, Clover Mobile or Clover Mini Device may be the Register Lite or Register Clover Software unless Customer has previously acquired and are using a Clover Station at the time that Customer acquires the Clover Flex, Clover Mobile or Clover Mini Device, in which case the Clover Software that enables the Clover Apps to work on the Clover Mobile and Clover Mini Device will be the FDPRO Software; All of the other terms in this Addendum apply to Customer's use of the Clover Services using a Clover Mobile or Clover Mini Device.

6. Fees. The fees that Customer agrees to pay to Processor for the Clover Services are described in the fee schedules that accompany the Agreement. Any fees that Customer may agree to pay Clover or any other third party in connection with the Application Marketplace, Third-Party Apps or any other Third-Party Services will be assessed and collected separately by Clover or the applicable third party.

7. Third-Party Apps and Third-Party Services. The Application Marketplace enables Customer to obtain Third-Party Services through Third-Party Apps. If Customer decides to download Third-Party Apps or use Third-Party Services, Customer will be responsible for reviewing and understanding the terms and conditions that apply to each Third-Party App and each Third-Party Service (including obtaining and maintaining any required third-party hardware and/or software that is required for the Third-Party Services to work with the Clover Service). Customer understands that Customer's access or use of Third-Party Apps or Third-Party Services is at Customer's own risk. Customer expressly acknowledges and agrees that Third-Party Apps and Third-Party Services are not governed by the terms and conditions of these Special Provisions Regarding Clover Service or the Agreement. Customer will have no recourse against Processor, Clover or Bank for such Third-Party Services or Third-Party Apps; Customer's only recourse, if any, will be against the providers of the Third-Party Apps and Third-Party Services. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE APPLICATION MARKETPLACE, THIRD-PARTY APPS, OR THIRD-PARTY SERVICES IS DOWNLOADED AT CUSTOMER'S OWN RISK. NEITHER PROCESSOR, NOR CLOVER, NOR BANK WILL BE RESPONSIBLE FOR ANY ACTIONS, OR ANY FAILURES TO ACT, OF ANY THIRD PARTY WITH RESPECT TO THE THIRD-PARTY APPS, THE THIRD-PARTY SERVICES, OR OTHERWISE, AND PROCESSOR, CLOVER AND BANK EXPRESSLY DISCLAIM ANY LIABILITY RELATED TO ALL THIRD PARTY-APPS AND THIRD-PARTY SERVICES. NEITHER PROCESSOR, NOR CLOVER, NOR BANK WARRANTS, ENDORSES, GUARANTEES, OR ASSUMES RESPONSIBILITY FOR ANY PROVIDER OF A THIRD-PARTY APP, A THIRD-PARTY SERVICE, OR ANY PRODUCT THAT IS ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE CLOVER SERVICE, THE CLOVER WEBSITE, OR THE APPLICATION MARKETPLACE (INCLUDING ANY WEBSITE OR SERVICE THAT IS HYPER-LINKED OR FEATURED IN ANY BANNER OR OTHER ADVERTISING), AND NEITHER PROCESSOR, NOR CLOVER, NOR BANK WILL BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN CUSTOMER AND PROVIDERS OF THIRD-PARTY APPS, THIRD-PARTY SERVICES, OR ANY PRODUCT ADVERTISED OR OFFERED BY A THIRD PARTY.

8. Privacy and Data Use. All data collected from Customer at www.clover.com or in connection with Customer's use of the Clover Service, including Purchaser Information and information about Customer's business and employees used with or stored in or by the Clover Service (collectively, "Account Data"), is collected by Clover and not by Processor or Bank; therefore, the use and sharing of such Account Data is controlled by the Clover Privacy Policy (available at https://www.clover.com/privacy_policy). PLEASE NOTE THAT THE CLOVER PRIVACY POLICY IS NOT THE SAME AS THE PROCESSOR OR BANK PRIVACY POLICIES, AND CUSTOMER MUST REVIEW THE CLOVER PRIVACY POLICY TO ENSURE IT MEETS CUSTOMER'S NEEDS AND IS CONSISTENT WITH THE AGREEMENT CUSTOMER HAS WITH PURCHASERS, as discussed in greater detail in Section 9 below. Customer acknowledges and agrees that we may access Customer's Account Data upon our request to Clover, and our use of Customer's Account Data is governed by the terms set forth in the Agreement. Certain data collected by Clover or us in connection with the Clover Service may be shared with third parties, and may be used by us, Clover, or third parties for purposes of providing additional products and services to Customer, other merchants, or other third parties. ACCOUNT DATA IS SEPARATE FROM ANY DATA COLLECTED BY THIRD PARTIES THROUGH THIRD-PARTY APPS OR THIRD-PARTY

SERVICES; CUSTOMER WILL BE ABLE TO REVIEW THE PRIVACY POLICIES RELATED TO THIRD-PARTY APPS AND THIRD-PARTY SERVICES PRIOR TO USING THE THIRD-PARTY APPS AND THIRD-PARTY SERVICES.

9. Protecting Customer's Information. Customer is solely responsible for ensuring that Customer's account numbers, passwords, security questions and answers, login details and any other security or access information used by Customer to use or access the Clover Service (collectively, "Security Information") are kept safe and confidential, for preventing unauthorized access to and use of Customer's Security Information, and for any liability arising from Customer's failure to fulfill these responsibilities. Customer must also prevent unauthorized access to and use of any Account Data in Customer's possession. Customer is responsible for all electronic communications sent to us or to Clover containing Account Data. When we receive communications containing Account Data, we assume Customer sent it to us, and when Clover receives communications containing Account Data, Clover assumes Customer sent it to them. Customer must immediately notify us if Customer become aware of any loss, theft, or unauthorized use of any Account Data (see Clover Service support center contact information below). Customer should not send Account Data or other confidential information to us through unsecure channels outside of the Clover Service. We reserve the right to deny Customer accesses to the Clover Service, in whole or in part, if we believe that any loss, theft or unauthorized use of any Account Data or access information has occurred.

10. Clover Service Disclaimer. USE OF THE CLOVER SERVICE AND CLOVER EQUIPMENT IS AT CUSTOMER'S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CLOVER SERVICE IS PROVIDED "AS IS," AND NEITHER PROCESSOR NOR CLOVER MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND (EXPRESS OR IMPLIED) WITH REGARD TO THE CLOVER SERVICE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR THAT THE CLOVER SERVICE WILL FUNCTION UNINTERRUPTED OR ERROR-FREE.

11. Customer Responsibility. Customer is precluded from agreeing to indemnify any party from and against any losses related to these Special Provisions Regarding Clover Service. Although precluded from giving an indemnification, Customer shall, to the extent provided by state law, be responsible for its performance and the performance of its officers and employees related to these Special Provisions Regarding Clover Service and does not request that Processor assume liability for the performance of Customer and/or its officers and employees under these Special Provisions Regarding Clover Service. As a matter of state law, Customer is subject to certain legal actions related to tort and contract claims. A breach of contract action or applicable laws including but not limited to the state Uniform Commercial Code, are Processor's remedy if it believes it has suffered any losses as a result of Customer's breach of these Special Provisions Regarding Clover Service, and Customer accepts liabilities raised under such laws. Nothing in this section should be construed as a waiver of any applicable immunity, unless otherwise provided by law.

12. Notices. We may provide notices and other information regarding the Clover Service to Customer via the method(s) described in the Agreement or in the E-Sign Consent Agreement set forth below. Customer's notices to us regarding the Clover Service shall be delivered via the method(s) described in the Agreement.

13. E-SIGN CONSENT AGREEMENT FOR NOTIFICATION OF DISCLOSURES RELATED TO THE CLOVER SERVICE AND THE AGREEMENT

A. Consent

By signing these Special Provisions Regarding Clover Service, Customer consents and agrees that:

- i. Processor can provide disclosures required by law and other information about Customer's legal rights and duties to Customer electronically.
- ii. Where required or requested, Customer's electronic signature (via "click-through" or other method) on agreements and documents relating to the Clover Service has the same effect as if Customer signed them in ink.
- iii. Processor can send all communications, billing statements, proposed amendments to this Addendum, notices, and other disclosures or information regarding the Clover Service or Customer's use of the Clover Service or in connection with these Special Provisions Regarding Clover Service, including but not limited to any Card Association notices (collectively defined as "**Disclosures**") to Customer electronically (1) via e-mail, (2) by access to a web site that we designate in an e-mail notice we send to Customer at the time

the information is available, or (3) to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose.

- iv. If Customer wants a paper copy, Customer can print a copy of the Disclosure or download the information for Customer's records.
- v. This consent applies to all future Disclosures sent to Customer in connection with these Special Provisions Regarding Clover Service, the Agreement, or Customer's use of the Clover Service or the Services as defined in the Agreement.

B. Legal Effect

By consenting, Customer agrees that electronic Disclosures have the same meaning and effect as if Processor provided paper Disclosures to Customer. When Processor sends Customer an email or other electronic notification alerting Customer that the Disclosure is available electronically and makes it available online, that shall have the same meaning and effect as if Processor provided a paper Disclosure to Customer, whether or not Customer chooses to view or print or download the Disclosure.

C. Withdrawing Consent for Electronic Delivery of Disclosures.

If Customer does not wish to receive Disclosures from Processor electronically, Customer must contract the Processor Representative and instruct Processor to discontinue delivering Disclosures to Customer electronically and whether Customer wished Disclosures to be mailed to Customer and at what address, after which, Processor shall no longer provide Disclosures electronically and shall mail to Customer Disclosures, as Customer instructs, at no additional charge.

CUSTOMER ALSO SEPARATELY CONSENTS TO THE E-SIGN CONSENT AGREEMENT ABOVE, WHICH CUSTOMER ACKNOWLEDGES IS REQUIRED FOR CUSTOMER'S ACCEPTANCE OF THE CLOVER SERVICE AND PROCESSOR'S ACCEPTANCE OF THESE SPECIAL PROVISIONS REGARDING CLOVER SERVICE.

SPECIAL PROVISIONS REGARDING SERVICE FEES

This addendum containing special provisions regarding service fees (the "Service Fee Addendum") to the Agreement is hereby incorporated therein (the "Agreement") and is entered into on the last date signed below (the "Effective Date") between Wells Fargo Merchant Services, L.L.C. and Wells Fargo Bank, N.A. (collectively, "Wells Fargo") and [State of Georgia Participating Entity] ("CUSTOMER").

1. **Definitions.** All capitalized terms not otherwise defined in this Service Fee Addendum shall have the meaning ascribed to such term in the Agreement

2. **Government Service Fee.** As such term is used herein, "Government Service Fee" shall mean the fee charged by Wells Fargo, on behalf of CUSTOMER, to Purchasers conducting Eligible Transactions (as described herein, as applicable) with CUSTOMER and operating in certain designated merchant category codes ("MCCs"). For the avoidance of doubt, fees referred to as a "service fee" or "convenience fee" (in the context of the MCCs described herein) as used in the applicable Card Organization Rules, where the fee is processed as a separate Transaction from the underlying purchase or payment Transaction, are included within the definition of, and are referred to herein, as a "Government Service Fee."

3. **Government Service Fee Services.** Wells Fargo agrees to charge a Government Service Fee, as set forth in the Participation Agreement, on behalf of CUSTOMER, to Purchasers for Eligible Transactions (the "Government Service Fee Services"), in each case provided that CUSTOMER is in compliance with the Card Organization Rules and any applicable laws, including the Electronic Fund Transfer Act and Regulation E. Wells Fargo Merchant Services reserves the right to increase any Government Service Fee in the event that Interchange, Assessments, Access Fees and other pass-through costs are increased by the Card Processing Networks and Card Issuers. Additionally, Wells Fargo may immediately terminate the Services and the Government Service Fee Services if CUSTOMER's Chargeback rates in any monthly period equal or exceed one percent (1%) of the total dollar value of incoming items to Wells Fargo. Pursuant to this Service Fee Addendum, Wells Fargo will receive and retain the Government Service Fee collected, on behalf of CUSTOMER, in connection with Eligible Transactions and will use the Government Service Fee to pay regular per transaction fees and fees and/or costs for the Processing Services provided by Wells Fargo with respect to such Transactions among other expenses.

4. **Eligible Transactions.** The parties agree that the Government Service Fee shall only apply in connection with the following "Eligible Transactions" as defined by the assigned Merchant Category Code (MCC).

Visa MCCs

Government merchants:

MCC 9311-Tax
MCC 9222-Fines
MCC 9211-Court Costs
MCC 9399-Miscellaneous Government Services

Tuition payments for higher education:

MCC 8220-College Tuition
MCC 8244-Business
MCC 8249-Trade Schools

Mastercard MCCs

MCC 8211-Schools (Elementary and Secondary)
MCC 8220-Colleges and Universities, Professional Schools and Junior Colleges
MCC 9211-Court Costs including Alimony & Child Support
MCC 9222-Fines

5. **Required Documentation.** CUSTOMER must provide Wells Fargo with the necessary documentation to facilitate Wells Fargo's registration of CUSTOMER in the service fee programs of the applicable Card Organizations. In addition and subject to Wells Fargo's approval (such approval not to be unreasonably withheld), CUSTOMER agrees to provide full and accurate disclosure of the Government Service Fee to Cardholders (the "Fee Disclosure"). Without limiting the foregoing, the Fee Disclosure by CUSTOMER shall at a minimum (i) disclose the Government Service Fee to the Cardholder prior to the completion of the Transaction, (ii) give the Cardholder the option to cancel the Transaction if the Cardholder does not wish to pay the Government Service Fee, (iii) comply with all applicable law, rules and/or regulations, and (iv) the service fee MID will (a) be registered as "WF4_STATE OF GEORGIA*SERVICE FEE", (b) comply with Card Organization Rules for character length and naming convention, and (c) be used as the descriptor on the cardholder statement and include the CUSTOMER customer support phone number for inquiries related to the principal and service fee transaction. Any changes to the Fee Disclosure or other processes of CUSTOMER pertaining to Government Service Fees shall be subject to the approval of Wells Fargo, provided that such approval shall not be withheld or delayed. CUSTOMER assumes all responsibility for the Fee Disclosure.

6. **Application.** The Government Service Fee shall apply in the same amount regardless of the Credit Card or signature Debit Card type accepted for payment of a given Eligible Transaction within a particular payment channel. This requirement does not apply to payments made by ACH, cash, or check. The Government Service Fee must not be advertised or otherwise communicated by CUSTOMER as an offset to the merchant discount rate.

9. **Voided Transactions.** If CUSTOMER voids an underlying Eligible Transaction, the associated Government Service Fee must be voided as well. If CUSTOMER processes a refund for an underlying Eligible Transaction, CUSTOMER must disclose to Customers that Government Service Fees are non-refundable. Merchants that desire to charge Government Service Fees will be assigned separate Merchant IDs ("MIDs") for use in connection with Eligible Transactions and related Government Service Fees. MIDs assigned for use with Eligible Transactions and/or Government Service Fees may not be used to process Transactions that are not Eligible Transactions.

10. **Customer Support.** The CUSTOMER will provide customer phone support for all inquiries related to the Eligible Transaction and the Government Service Fee transaction. Chargeback management will be facilitated and managed by the CUSTOMER including for the service fee account.

9. **Termination.** Wells Fargo may terminate this Service Fee Addendum and the Government Service Fee Services immediately upon (i) termination of the Agreement, (ii) a material breach of this Service Fee Addendum, (iii) failure to comply with Sections 3 and 4 of this Service Fee Addendum or (iv) where such termination is required by an applicable Card Organization. In addition, either party may terminate this Service Fee Addendum and the Government Service Fee Services for its convenience with [60] days written notice. Upon termination of this Service Fee Addendum, CUSTOMER agrees to pay any remaining fees or expenses related to Wells Fargo's provision of the Government Service Fee Services. Such fees or expenses will be prorated to account for any amount of services not rendered due to termination.

10. All other terms and conditions in the Agreement remain unchanged, are hereby ratified and shall apply in all respects to the parties and shall remain in full force and effect.

Exhibit 1
Card Processing Terms Addendum
To
Master Services Agreement

A. Card General Terms	23. Reserved
1. Services	24. Choice of Law, Venue
2. Operating Procedures; Card Organization Rules and Compliance	25. Other Terms
3. Settlement of Card Transactions	26.-28. Reserved
4. Reserved	B. Operating Procedures
5. Fees; Adjustments; Collection of Amounts Due	29. Data Security
6. Chargebacks	29.1. Payment Card Industry Data Security Standards (PCI DSS)
7. Representations; Warranties; Covenants; Limitations on Liability; Exclusion of Consequential Damages	29.2. Data Security Requirements
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15. Reserved	30.-39. Reserved
16. Reserved	40. Glossary
17. Reserved	41. Additional Important Information
18. Reserved	41.1. Electronic Funding Authorization
19. Reserved	41.2. Funding Acknowledgement
20. Reserved	41.3. Additional Fees, Fees Related Information
21. Reserved	41.4. Addresses For Notices
22. Reserved	42. Card Organization Disclosure

A. CARD GENERAL TERMS

1. Services

1.1 Subject to Card Organization Rules, Services may be performed by us or our agents, including, without limitation, our respective Affiliates, including the provision of terminals or other equipment and local support functions in connection with this Agreement.

2. Operating Procedures; Card Organization Rules and Compliance

Customer agrees to follow all requirements of this Agreement in connection with each Card transaction and to comply with all applicable Card Organization Rules, including, without limitation, the data security requirements described in Section 29. From time to time, we may amend the Operating Procedures, by providing Customer with at least (30) days' prior written notice, and those provisions will be deemed incorporated into this Agreement. However, for changes in the Card Organization Rules or for security reasons, certain changes in Card procedures may become effective on shorter notice. If there are any inconsistencies between the General Terms and the Operating Procedures, the General Terms will govern. Customer is responsible for staying apprised of all applicable changes to the Card Organization Rules and maintaining compliance with the Card Organization Rules. Card Organization Rules may be available on the web sites such as http://usa.visa.com/merchants/operations/op_regulations.html and <http://Mastercardmerchant.com>. These links may change from time to time.

3. Settlement of Card Transactions

3.1. We will only be required to settle Card transactions for Card types specified in Customer's Application. Promptly after presentation of Sales Drafts pursuant to the Operating Procedures, we will initiate a transfer of the applicable settlement funds to Customer.

3.2. Unless otherwise agreed to in writing to the contrary, all discount rates are deducted daily. All settlements for Visa, Mastercard, Discover and American Express Card transactions will be net of Credits, Summary Adjustments, applicable discount fees when due, Chargebacks and any other amounts then due from Customer. We may also set off from any payments otherwise due, any amounts owed to any of our respective Affiliates related to this Agreement.

3.3. All credits to Customer's Settlement Account or other payments to Customer are provisional and are subject to, among other things, our right to deduct fees, our final audit, Chargebacks (including our related losses), fees and fines imposed on us by the Card Organizations as a result of Customer's acts or omissions. Customer agrees that we may debit or credit Customer's Settlement Account for any deficiencies, overages, fees and pending Chargebacks and any other amounts owed to us or any of our respective Affiliates, or we may deduct such amounts from settlement funds or other amounts due to Customer from us, or our respective Affiliates. Customer further agrees we can offset any amounts owed to us or our Affiliates related to activity in other accounts maintained in Customer's name or accounts guaranteed by Customer, any of Customer's principals, guarantors or authorized signors. Alternatively, we may elect to invoice Customer for any such amounts, net due 30 days after the invoice date or on such earlier date as may be specified.

3.4. We will not be liable for any delays in receipt of funds or errors in debit and credit entries caused by Customer or any other Person.

3.5. In addition to any other remedies available to us under this Agreement, Customer agrees that should any Event of Default (see Section 10.4) occur, we may, with notice, suspend credits or other payments of any and all funds, money and amounts now due or hereafter to become due to Customer pursuant to the terms of this Agreement, until we have had reasonable opportunity to investigate such event.

3.6. Customer acknowledges and agrees that transfers to and from the Settlement Account shall be based on the account number and routing number supplied by Customer. We are not responsible for detecting errors in any Settlement Account information Customer provides, including the account numbers and routing numbers, even if any of those numbers do not correspond to the actual account or financial institution identified by name.

3.7. This Agreement is a contract whereby we are extending financial accommodations to

Customer within the meaning of Section 365(c) of the U.S. bankruptcy code. Customer's right to receive any amounts due or to become due from us is expressly subject and subordinate to Chargeback, setoff, lien, security interest and our rights to withhold settlement funds under this Agreement, without regard to whether such Chargeback, setoff, lien, security interest and the withholding of settlement funds rights are being applied to claims that are liquidated, unliquidated, fixed, contingent, matured or unmatured.

4. Reserved

5. Fees; Adjustments; Collection of Amounts Due

5.1. In consideration of the Services provided by us, Customer shall be charged, and hereby agrees to pay us any and all fees set forth in this Agreement, all of which will be calculated and payable pursuant to the terms of this Agreement.

If a transaction fails to qualify for Customer's anticipated interchange levels or Customer inadvertently or intentionally accepts a transaction other than anticipated for Customer's account (including a different Card type), then, as applicable to Customer's pricing method, Customer will be charged a higher interchange, Discount Rate or a Non-Qualified Interchange Fee, as well, any applicable surcharge for that transaction, all as further described in Section 41.3 of this Agreement and in the Application. With respect to inadvertent or intentional acceptance of a transaction other than the type anticipated for Customer's account (including a different Card type), Customer will also be subject to payment to us of our then-current transaction fee(s) with respect to such Card and/or transaction and be liable, obligated and responsible under this Agreement for any such transaction to the same extent as Customer would be if it was of a Card type elected and approved. For more information on Visa's and Mastercard's interchange rates, please go to www.visa.com and www.Mastercard.com.

5.2. Reserved.

5.3. All Authorization fees will be charged for each transaction that Customer attempts to authorize. All capture fees will be charged for each transaction that Customer transmits to us for settlement. If Customer is billed a combined fee for both the authorization and capture of a

transaction, the authorization and capture must be submitted as a single transaction, otherwise the authorization and the capture will each be charged separately. Customer is responsible for utilizing software or services that will correctly submit these transactions to achieve the indicated billing.

5.4. The fees for Services set forth in this Agreement are based upon assumptions associated with the anticipated annual volume and average transaction size for all Services as set forth in this Agreement and Customer's method of doing business. If the actual volume or average transaction size are not as expected or if Customer significantly alters Customer's method of doing business, we may adjust Customer's fees for Services without prior notice.

5.5. The fees for Services set forth in this Agreement may be adjusted to reflect increases or new fees imposed by Card Organizations, including without limitation, interchange, assessments and other Card Organization fees, or to pass through increases or new fees charged to us by third parties related to the Services. All such adjustments shall be Customer's responsibility to pay and shall become effective upon the date any such change or addition is implemented by the applicable Card Organization or third party as specified in our notice to Customer.

5.6. Subject to Section 10.3, we may also increase our fees or add new fees for Services for any other reason at any time by notifying you thirty (30) days prior to the effective date of any such change or addition.

5.7. If Customer receives settlement funds by wire transfer, we may charge a wire transfer fee per wire.

5.8. To the extent the Automated Clearing House (ACH) settlement process is used to effect debits or credits to Customer's Settlement Account, Customer agrees to comply with the terms of the operating rules of the National Automated Clearing House Association, as in effect from time to time. Customer hereby authorizes us to initiate credit and debit entries and adjustments to Customer's account through the ACH network and/or through direct instructions to the financial institution where Customer's Settlement Account is maintained

for amounts due under this Agreement and under any agreements with us or our respective Affiliates for any products or services, as well as for any credit entries in error. Customer hereby authorizes the financial institution where Customer's Settlement Account is maintained to effect all such debits and credits to Customer's account. This authority will remain in full force and effect until we have given written notice to the financial institution where Customer's Settlement Account is maintained that all monies due under this Agreement and under any other agreements with us or our respective Affiliates for any products or services have been paid in full.

5.9. Customer agrees to pay any fines imposed on us by any Card Organization resulting from Chargebacks and any other fees or fines imposed by a Card Organization with respect to Customer's acts or omissions. Customer is responsible for any fines or fees imposed on us as a result of acts or omissions by Customer's agents or third parties.

5.10. If Customer's Chargeback percentage for any line of business exceeds the estimated industry Chargeback Percentage, Customer shall, in addition to the chargeback fees and any applicable Chargeback handling fees or fines, pay us an excessive Chargeback fee for all Chargebacks occurring in such month in such line(s) of business. Each estimated industry Chargeback Percentage is subject to change from time to time by us in order to reflect changes in the industry Chargeback Percentages reported by Visa, Mastercard, American Express or Discover. Customer's Chargeback Percentage will be calculated as the larger of (a) the total Visa, Mastercard, American Express and Discover Chargeback items in any line of business in any calendar month divided by the number of Visa, Mastercard, American Express and Discover transactions in that line of business submitted that month, or (b) the total dollar amount of Visa, Mastercard, American Express and Discover Chargebacks in any line of business received in any calendar month divided by the total dollar amount of Customer's Visa, Mastercard, American Express and Discover transactions in that line of business submitted in that month.

5.11. Servicers expect the State to promptly review its invoices and to notify Servicers of

errors within 90 days of the date of the invoice. Servicers agree to cooperate in good faith to remedy any actual billing error identified by the State as described. Further, subject to mutually agreed limitations, Servicers agree to reimburse the State for third-party claims and related losses resulting from Servicers' breach of any warranty, covenant or obligation under the Merchant Card Services Master Services Agreement, or any misrepresentation or negligence or willful misconduct by Servicers, our employees, or agents in connection with the provision of our services (the "Billing Error Reimbursement"). Nothing in this section shall limit other rights or remedies available to the State. Servicers shall not be required to pay any Billing Error Reimbursement for any actual billing errors the State has not given 90 days' advance written notice to Servicers from the invoice date of that specific billing error. For clarity, notwithstanding anything to the contrary stated in this section or the Agreement, this reimbursement obligation shall not apply to Bank with respect to Non-Bank Services.

5.12. Reserved.

5.13. Reserved.

6. Chargebacks

6.1. Customer shall be responsible for reimbursing us for all transactions Customer submits that are charged back. See the Operating Procedures for additional information regarding Chargebacks and Chargeback procedures.

6.2. Customer shall reimburse us for any Chargebacks, return items, or other losses resulting from Customer's failure to produce a Card transaction record requested by us within the applicable time limits.

7. Representations; Warranties; Covenants; Limitations on Liability; Exclusion of Consequential Damages (See also MSA)

7.1. Without limiting any other warranties hereunder, Customer represents, warrants to and covenants with us, and with the submission of each sales Draft reaffirms, the following representations, warranties and/or covenants:

7.1.1. To the best of Customer's knowledge, each Card transaction is genuine and arises from a bona fide transaction permissible under the Card Organization Rules by the Cardholder

directly with Customer, represents a valid obligation for the amount shown on the Sales Draft, preauthorize order, or Credit Draft, and does not involve the use of a Card for any other purpose;

7.1.2. each Card transaction represents an obligation of the related Cardholder for the amount of the Card transaction;

7.1.3. the amount charged for the Card transaction is not subject to any dispute, setoff or counterclaim;

7.1.4. each Card transaction amount is only for respective merchandise or services (including taxes, but without any surcharge) sold, leased or rented by Customer pursuant to Customer's business as indicated on the Application and, except for any delayed delivery or advance deposit Card transactions expressly authorized by this Agreement, the merchandise or service was actually delivered to or performed for the person entering into the Card transaction simultaneously upon Customer's accepting and submitting the Card transaction for processing;

7.1.5. with respect to each Card transaction, Customer has no knowledge or notice of any fact, circumstances or defense which would indicate that such Card transaction is fraudulent or not authorized by the related Cardholder or which would otherwise impair the validity or collectibility of the Cardholder's obligation arising from such Card transaction or relieve the Cardholder from liability with respect thereto;

7.1.6. each Card transaction is made in accordance with these General Terms, Card Organization Rules and the Operating Procedures;

7.1.7. each Sales Draft is free of any alteration not authorized by the related Cardholder;

7.1.8. you have completed one Card transaction per sale; or one Card transaction per shipment of goods for which the Cardholder has agreed to partial shipments;

7.1.9. you are validly existing, in good standing and free to enter into this Agreement;

7.1.10. each statement made on the Application or other information provided to us in support of this Agreement is true and correct;

7.1.11. Customer is not doing business under a name or style not previously disclosed to us;

7.1.12. Customer has not changed the nature of Customer's business, Card acceptance practices, delivery methods, return policies, or types of products or services sold requiring a different Merchant Category Code ("MCC") under Card Organization Rules, in a way not previously disclosed to us;

7.1.13. Customer will use the Services only for Customer's own proper business purposes and will not resell, directly or indirectly, any part of the Services to any Person;

7.1.14. Customer has not filed a bankruptcy petition not previously disclosed to us;

7.1.15. Customer owns and controls the Settlement Account, and no third-party security interest or lien of any type exists regarding the Settlement Account or any Card transaction.

7.1.16. Customer will not at any time during the term of this Agreement, or until all amounts due under this Agreement have been paid in full, grant or pledge any security interest or lien in the Reserve Account, Settlement Account or transaction proceeds to any Person without our consent;

7.1.17. the Card transaction is not a payment for a product or service that violates federal, state or local law in any jurisdiction that may be applicable.

8. Confidentiality – See MSA

9. Assignments

9.1. Any transfer or assignment of a Participation Agreement by a Customer, without our prior written consent, by operation of law or otherwise, is voidable by Servicers. Furthermore, Customer shall pay or reimburse use for all Chargebacks, refunds or Card Organization fees or fines, arising from such transferee's or assignee's Submission of Card transactions to us for processing.

9.2. The payment services provided by us require access to a single bank account in which we may initiate both credits and debits. Customer may not enter into any agreement that would require, in any circumstance or event, the transfer of any payments or proceeds from Card transactions covered by this Agreement to the custody or control of any third party. Customer may not assign any rights, including the right of payment under this Agreement, to any other person. In the event that Customer makes an assignment (or provides a security interest) of receivables covered by this Agreement, then we may, at our option, elect to (a) refuse to acknowledge such assignment unless accompanied by an authorization to both initiate debits or credits to the bank account of the assignee, (b) terminate this Agreement immediately, or (c) charge for any transfers that we are called upon to make manually to fulfill such an assignment at the rate of \$100 per transfer.

9.3. Another Visa and Mastercard member may be substituted for Bank under whose sponsorship this Agreement is performed with respect to Visa and Mastercard transactions. Upon substitution, such other Visa and Mastercard member shall be responsible for all obligations required of Bank for Visa and Mastercard transactions, including without limitation, full responsibility for its Card program and such other obligations as may be expressly required by applicable Card Organization Rules. Subject to Card Organization Rules, we may assign or transfer this Agreement and our rights, duties and obligations hereunder and/or may delegate or subcontract our rights, duties and obligations hereunder, in whole or in part, to any third party, whether in connection with a change in sponsorship, as set forth in the preceding paragraph, or otherwise, with notice to Customer and Customer's consent.

9.4. Except as set forth elsewhere in this Section and as provided in the following sentence, this Agreement shall be binding upon successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, or other person charged with taking custody of a party's assets or business, shall have any right to continue, assume or assign this Agreement.

10. Term; Events of Default

10.1. Customer's Participation Agreement shall become effective upon the date set forth therein.

10.2. The initial term of Customer's Participation Agreement shall commence as of the date set forth therein and shall continue in force for three years after it becomes effective. Thereafter, it may be renewed for two (2) successive one-year terms.

10.3. Notwithstanding the above or any other provisions of this Agreement, either Party may terminate this Agreement at any time and for any reason by providing 180 days' advance notice to the other Party. We may terminate this Agreement immediately or with shorter notice upon Event of Default as provided under Section 10.4 of this Agreement. Customer may terminate this Agreement without penalty in the event of a material breach of this Agreement by Servicers. In the event we provide notice to Customer of any new fees or increases in existing fees for Services, pursuant to Section 5.6, Customer may terminate this Agreement without further cause or penalty by notifying us that Customer is terminating this Agreement prior to the effective date of such new fees or increases. However, maintaining Customer's merchant account or Customer's continued use of the Services after the effective date of any such fee changes shall be deemed Customer's acceptance of such fee changes for the Services, throughout the term of this Agreement.

10.4. If any of the following events shall occur (each an "Event of Default"):

10.4.1. a material adverse change in Customer's business, financial condition or business prospects; or

10.4.2. any assignment or transfer of voting control of Customer or Customer's parent; or

10.4.3. a sale of all or a substantial portion of Customer's assets; or

10.4.4. irregular Card sales by Customer, excessive Chargebacks, noncompliance with any applicable data security standards, as determined by Servicers, or any Card Organization, or any other Person, or an actual or suspected data security breach,

nonconformance with any applicable data security standards, as determined by Servicers, any Card Card Organization, or any other entity, or an actual or suspected data security breach, or any other circumstances which, in our sole discretion, may increase our exposure for Customer's Chargebacks or otherwise present a financial or security risk to us (including Customer's processing transactions for a business type we have designated as unqualified for processing with us); or

10.4.5. any of Customer's representations, warranties or covenants in this Agreement are breached in any respect; or

10.4.6. Customer defaults in any material respect in the performance or observance of any term, covenant, condition or agreement contained in this Agreement; or

10.4.7. Customer defaults in any material respect in the performance or observance of any term, covenant or condition contained in any agreement with any of our respective Affiliates;

10.4.8. Customer defaults in the payment when due, of any material indebtedness for borrowed money; or

10.4.9. Customer files a petition or has a petition filed by another party under the U.S. bankruptcy code or any other laws relating to bankruptcy, insolvency or similar arrangement for adjustment of debts; consents to or fails to contest in a timely and appropriate manner any petition filed against Customer in an involuntary case under such laws; applies for or consents to, or fails to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of Customer or of a substantial part of Customer's property; or makes a general assignment for the benefit of creditors; or takes any corporate action for the purpose of authorizing any of the foregoing; or

10.4.10. Customer's independent certified accountants shall refuse to deliver an unqualified opinion with respect to Customer's annual financial statements and Customer's consolidated subsidiaries; or

10.4.11. a violation by Customer of any applicable law or Card Organization Rule or our reasonable belief that termination of this

Agreement or suspension of Services is necessary to comply with any law including without limitation the rules and regulations promulgated by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury or Customer's breach, as determined by Servicers, of Section 25.2 ("Compliance with Laws"); then, upon the occurrence of (1) an Event of Default specified in subsections 10.4.4, 10.4.9 or 10.4.11, we may consider this Agreement to be terminated immediately, without notice, and all amounts payable hereunder shall be immediately due and payable in full without demand or other notice of any kind, all of which are expressly waived by Customer, and (2) any other Event of Default, this Agreement may be terminated by us giving not less than 10 days' notice to Customer, and upon such notice all amounts payable hereunder shall be due and payable on demand. Such amounts payable will be prorated to account for services not rendered due to termination.

10.5. Neither the expiration nor termination of this Agreement shall terminate the obligations and rights of the parties pursuant to provisions of this Agreement which by their terms are intended to survive or be perpetual or irrevocable. Such provisions shall survive the expiration or termination of this Agreement. All obligations by Customer to pay or reimburse us for any obligations associated with transactions Customer has submitted to us will survive termination of this Agreement until finally and irrevocably paid in full and settled.

10.6. If any Event of Default occurs and regardless of whether such Event of Default has been cured, we may, in our sole discretion, exercise all of our rights and remedies under applicable law and this Agreement, including, without limitation, exercising our rights under Section 11.

10.7. In the event Customer files for protection under the U.S. bankruptcy code or any other laws relating to bankruptcy, insolvency, assignment for the benefit of creditors or similar laws, and Customer continues to use our Services, it is Customer's responsibility to open new accounts to distinguish pre and post filing obligations. Customer acknowledges that as long as Customer utilizes the accounts Customer established prior to such filing, we will not be able to systematically segregate Customer's

post-filing transactions or prevent set-off of the pre-existing obligations. In that event, Customer will be responsible for submitting an accounting supporting any adjustments that Customer may claim.

10.8. The Card Organizations often maintain lists of merchants which have had their merchant agreements or Card Acceptance rights terminated for cause. If this Agreement is terminated for cause, Customer acknowledges that we may be required to report Customer's business name and the names and other information regarding its principals to the Card Organizations for inclusion on such list(s). Customer expressly agrees and consents to such reporting if Customer is terminated as a result of the occurrence of an Event of Default or for any reason specified as cause by Visa, Mastercard or Discover.

10.9. After termination of this Agreement for any reason whatsoever, you shall continue to bear total responsibility for all Chargebacks, fees, Card Organization fines imposed on us as a result of Customer's acts or omissions, Credits and adjustments resulting from Card transactions processed pursuant to this Agreement and all other amounts then due or which thereafter may become due under this Agreement.

10.10. After the initial term of this Agreement, if Customer's merchant account is determined to be inactive as determined in our sole discretion, we may cancel this Agreement without further notice. Inactivity will be determined by an extended period of time with no transactions processed by us on Customer's behalf. In the event we close this Agreement for inactivity, the early termination penalty will not apply.

11. Customer Obligations; Security Interest

11.1. Reserved.

11.2. Reserved.

11.3. If Customer's funds are not sufficient to cover the Chargebacks, adjustments, fees and other charges and amounts due from Customer, Customer agrees to promptly pay us such sums upon request.

11.4.1. Reserved.

11.4.2. Reserved.

11.4.3. For sake of clarification and notwithstanding anything in the Agreement to the contrary, in the event Servicers deduct, holdback, suspend, off set or set off (collectively "Set-Off Funds") any settlement monies or amounts otherwise due Customer pursuant to the terms of this Agreement, Customer acknowledges that such Set-Off Funds will be held in a commingled account(s) of Servicers unless such Set-Off Funds are wired or deposited by Servicers into any Control Account, pursuant to a Control Agreement in which case Servicers will transfer Set Off-Funds from their commingled account(s) to the Control Account as soon as practicable using commercially reasonable efforts.

11.4.4. Reserved.

12. Financial and Other Information

12.1. Upon request, Customer will provide us and our Affiliates, quarterly financial statements within 45 days after the end of each fiscal quarter and annual audited financial statements within 90 days after the end of each fiscal year. Such financial statements shall be prepared in accordance with generally accepted accounting principles. Customer will also provide such other financial statements and other information concerning Customer's business and Customer's compliance with the terms and provisions of this Agreement as we may reasonably request. Customer authorizes us and our Affiliates to obtain from third parties financial and credit information relating to Customer in connection with our determination whether to accept this Agreement and our continuing evaluation of Customer's financial and credit status. We may also access and use information which Customer has provided to Bank for any other reason. Upon request, Customer shall provide, and/or cause to be provided, to us and our Affiliates, or our representatives or regulators (as well as those of the Card Organizations) reasonable access to Customer's or Customer's providers' facilities and records for the purpose of performing any inspection and/or copying of Customer's books and/or records deemed appropriate. Section 12.1 shall not be in force as long as Customer maintains a commercial lending relationship with Wells Fargo Bank, N.A. and Wells Fargo Bank, N.A. is permitted to disclose Customer's financial statements to Wells Fargo Merchant

Services upon request. In the event Customer terminates Customer's commercial lending relationship with Wells Fargo Bank, N.A., Customer shall be obligated to satisfy the requirements of this Section 12.1.

12.2. Customer will provide us with written notice of any judgment, writ, warrant of attachment, execution or levy against any substantial part (25% or more in value) of Customer's total assets not later than three business (3) days after Customer becomes aware of same.

13. Reimbursement and Indemnification – See MSA

14. Reserved.

15. Reserved.

16. Reserved

17. Reserved.

18. Reserved.

19. Reserved.

20. Reserved.

21. Reserved.

22. Reserved.

23. Reserved.

24. Choice of Law; Venue; Limitation on Claims – See MSA.

25. Other Terms

25.1. Force Majeure. See MSA.

25.2. Compliance with Laws. In performing its obligations under this Agreement, each party agrees to comply with all laws and regulations applicable to it. Customer further agrees to cooperate and provide information requested by Servicers, as Servicers determine necessary, to facilitate Servicers compliance with any applicable law including without limitation the rules and regulations promulgated by the Office of Foreign Assets Control of the US Department of the Treasury. Without limiting the foregoing, Customer acknowledges and agrees that "restricted transactions" as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulations GG ("Restricted Transactions") issued thereunder are prohibited from being processed through Customer's Account or any relationship between Customer and the Bank. Customer represents and warrants that Customer will not submit such Restricted Transactions for processing through Customer's Account. Customer further acknowledges and agrees that Customer will not

use Customer's merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or those involving any Person listed on the U.S. Department of Treasury, Office of Foreign Assets Control ("OFAC"), Specially Designated Nationals and Blocked Persons List (available at www.treas.gov/ofac) or the U.S. Department of State's Terrorist Exclusion List (available at www.state.gov) or the processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control or in connection with illegal activity of any kind.

In the event we identify a suspected restricted transaction, we may block or otherwise prevent or prohibit such transaction, we may close the Account or end the relationship, and we may seek any other remedies available to us under this Agreement or otherwise.

25.3. Notices. See MSA.

25.4. Headings. The headings contained in this Agreement are for convenience of reference only and shall not in any way affect the meaning or construction of any provision of this Agreement.

25.5. Severability. See MSA.

25.6. Entire Agreement; Waiver. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter thereof and supersedes any previous agreements and understandings. A party's waiver of a breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or another term or condition.

25.7. Amendment. Except when required by a Card Organization, The Agreement may only be modified by written assent of Bank and OST. For purposes of this section, in addition to Electronic Communications (as further described in Section 25.12) an electronic or "click-wrap" notice intended to modify or amend this Agreement and which Customer checks "I Accept" or "I Agree" or otherwise accept through an electronic process, shall constitute a writing

as required herein. This section 25.7 does not apply to fee changes, which are governed by Sections 5.5 and 5.6.

25.8. Third-Party Beneficiaries. Our respective Affiliates are third-party beneficiaries of this Agreement and each of them may enforce its provisions as it was a party hereto. Except as expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any Person or entity other than the parties any rights or remedies, and the parties do not intend for any Persons to be third-party beneficiaries of this Agreement.

25.9. Card Organization Rules. The parties acknowledge that the Visa, Mastercard and Discover Card Organization Rules give Visa, Mastercard and Discover, certain rights to require termination or modification of this Agreement with respect to transactions involving Visa, Mastercard and Discover Cards and the Visa, Mastercard and Discover Card systems and to investigate Customer. The parties also acknowledge that issuers of other Cards, for which we perform services on Customer's behalf, may have similar rights under their applicable Card Organization Rules with respect to this Agreement's applicability to transactions involving such other Cards.

25.10. Publicity. See MSA.

25.11. IRS Reporting. Pursuant to Section 6050W of the Internal Revenue Code, merchant acquiring entities and third-party settlement organizations are required to file an information return with the IRS for each calendar year beginning January 1, 2011, reporting all payment card transactions and third-party network transactions with merchants occurring in that calendar year. Accordingly, Customer will receive a Form 1099 reporting Customer's gross transaction amounts for each calendar year beginning with transactions processed in calendar year 2011.

In addition, amounts reportable under Section 6050W are subject to backup withholding requirements. We are required to perform backup withholding by deducting and withholding income tax from reportable transactions if (a) Customer fails to provide Customer's taxpayer identification number (TIN) to us, or (b) the IRS notifies us that the TIN (when matched with the name) provided by

Customer is incorrect. Accordingly, to avoid backup withholding from Customer's daily merchant funding amount, it is very important that Customer provides us with the correct name and TIN that Customer uses when filing the tax return that includes the transactions for Customer's business. Such withholdings shall not apply to the extent they are inapplicable due to Customer's tax exempt status.

PLEASE NOTE THAT VARIOUS STATES MAY HAVE ADDITIONAL REPORTING/WITHHOLDING REQUIREMENTS.

25.12 Electronic Communications. Customer consents to receiving documents, notices and other communications from us electronically (collectively, "Electronic Communications") rather than in paper form. We may send such Electronic Communications to Customer directly at the last known email address that Customer provides to us, or we may notify Customer that an Electronic Communication is available at a website designated by us **and provide Customer with instructions on accessing the Electronic Communication.** Customer agrees that such notification will be sent to Customer at the last known e-mail address that Customer provides to us, which will be the email address identified on Customer's Application unless Customer subsequently notifies us that Customer has a new email address. **Customer agrees to maintain a valid email address and keep Customer's email address current with us at all times.** Customer understands and acknowledges that access to the Internet, e-mail and the worldwide web are required for Customer to access an Electronic Communication, and Customer confirms that Customer has such access. Customer understands that there may be costs related to accessing Electronic Communications (e.g., Customer may have to purchase internet services, **software or hardware**), and Customer agrees that Customer is responsible for any such related access costs. At our discretion, we may choose to discontinue or resume sending Electronic Communications at any time provided that if we elect not to send a document, notice or communication electronically, we will instead send the same in paper form. Customer acknowledges that if for any reason Customer is not able to open a readable version of an Electronic Communication that we send to

Customer, it is Customer's responsibility to contact us to notify us of the same and to request a copy in paper form.

B. OPERATING PROCEDURES

The Operating Procedures describe the procedures and methods for submitting Credit Card transactions for payment, obtaining Authorizations, responding to Chargebacks and Media Retrieval Requests, and other aspects of the operations of our services, and are set forth in the following link, and any updates made thereto during the term of the Agreement: <https://www08.wellsfargomedia.com/assets/pdf/small-business/merchant/guide-operating.pdf>?<https://www.wellsfargo.com/asset/pdf/small-business/merchant/guide-operating.pdf>.

Processor is a full-service financial transaction processor dedicated, among other processing services, to facilitating the passage of Customer's Sales Drafts back to the thousands of institutions which issue the Mastercard,® Visa® and Discover Cards carried by your customers, as well as to the independent Card Issuers of American Express®.

The Operating Procedures focus primarily on the Mastercard, Visa and Discover Card Organization Rules, and seek to provide Customer with the principles for a sound Card program; however, Customer should consult the Card Organization Rules for complete information and to ensure full compliance with them. They are designed to help Customer decrease Customer's chargeback liability and train Customer's employees. (In the event we provide Authorization, processing or settlement of transactions involving Cards other than Mastercard, Visa and Discover, Customer should also consult those independent Card Issuers' proprietary rules and regulations.) The requirements set forth in the Operating Procedures will apply unless prohibited by law. Customer is responsible for following any additional or conflicting requirements imposed by Customer's state or local jurisdiction.

26. Reserved.

27. Reserved.

28. Reserved.

29. Data Security

THE FOLLOWING IS IMPORTANT INFORMATION REGARDING THE PROTECTION OF CARDHOLDER DATA. PLEASE REVIEW CAREFULLY AS FAILURE

TO COMPLY CAN RESULT IN SUBSTANTIAL FINES AND LIABILITIES FOR UNAUTHORIZED DISCLOSURE AS WELL AS TERMINATION OF THIS AGREEMENT.

29.1. Payment Card Industry Data Security Standards (PCI DSS). Visa, Mastercard, Discover and JCB and American Express aligned data security requirements to create a global standard for the protection of Cardholder data. The resulting Payment Card Industry Data Security Standards (PCI DSS) define the requirements with which all entities that store, process, or transmit payment card data must comply. PCI DSS is the name used to identify those common data security requirements. The Cardholder Information Security Program (CISP) is Visa USA's data security program, the Site Data Protection (SDP) program is Mastercard's data security program and Discover Information Security and Compliance (DISC) is Discover's data security program, and the Data Security Operating Policy (DSOP) is American Express' data security program, each based on the PCI DSS and industry aligned validation requirements. PCI DSS PCI compliance validation is focused on Merchant Equipment (as defined below) where Cardholder data is processed, stored, or transmitted, including:

- All external connections into your network (e.g., employee remote access, third-party access for processing, and maintenance).
- All connections to and from the Authorization and settlement environment (e.g., connections for employee access or for devices such as firewalls, and routers); and
- Any data repository outside of the Authorization and settlement environment.

For the purposes of this Section 29, "Customer Equipment" means any and all equipment Customer uses in connection with Card authorization, clearing, completing, settling, transmitting or other related processing, including, without limitation, all telecommunication lines and wireless connections and software, systems, point-of-sale terminals, card readers, merchandise and card scanners, printers, PIN pad devices and other hardware, whether owned by Customer, Customer Providers or other Persons used by Customer.

The Card Organizations or we may impose fines or penalties or restrict Customer from accepting Cards if it is determined that Customer is not compliant with the applicable data security requirements. We may in our sole discretion,

suspend or terminate Services under this Agreement for any actual or suspected data security compromise. Customer agrees that Customer will not request any Authorizations, submit any Sales Drafts or Credit Drafts until Customer has read and understood the PCI DSS, CISP, SDP and DISC for which Customer acknowledges we have provided Customer sufficient information to obtain, and Customer will be deemed to have done so upon our receipt of your request or submission of any Authorizations, Sales Drafts or Credit Drafts. Customer must comply with the data security requirements described in this Section 29.1, including without limitation, PCI DSS, SDP, CISP, DISC and DSOP, and any additional Card Organization requirements applicable to payment applications and PIN transactions. Detailed information about PCI DSS, can be found at the PCI DSS Counsel's website: www.pcisecuritystandards.org.

Detailed information about Visa's CISP program can be found at Visa's CISP website:

www.visa.com/cisp

Detailed information about Mastercard's SDP program can be found at the Mastercard SDP website: www.Mastercard.com/sdp

Detailed information about DISC can be found at Discover DISC website:

<http://www.discovernetwork.com/fraudsecurity/disc.html>

Detailed information about American Express Data Security Operating Policy (DSOP) website can be found at:

<https://www.americanexpress.com/datasecurity>

29.2. Data Security Requirements. Customer must comply with the data security requirements shown below:

- Customer must install and maintain a secure network firewall to protect data across public networks.
- Customer must protect stored data and data sent across networks using methods indicated in the PCI DSS.
- Customer must use and regularly update anti-virus software and keep security patches up-to-date.
- Customer must restrict access to data by business "need to know," assign a unique ID to each person with computer access to data and track access to data by unique ID.
- Customer must not use vendor-supplied defaults for system passwords and other security parameters.

- Customer must regularly test security systems and processes.
- Customer must maintain a policy that addresses information security for employees and contractors.
- Customer must restrict physical access to Cardholder information.
- Customer may not transmit Cardholder account numbers to Cardholders for Internet transactions.
- Customer cannot store or retain Card Validation Codes (three-digit values printed in the signature panel of most Cards, and a four-digit code printed on the front of an American Express Card) after final transaction authorization.
- Customer cannot store or retain Magnetic Stripe data, PIN data or AVS data. Only Cardholder account number, Cardholder Name and Cardholder expiration date can be retained subsequent to transaction authorization.
- Customer must destroy or purge all Media containing obsolete transaction data with Cardholder information.
- Customer must keep all systems and Media containing Card account, Cardholder or transaction information (whether physical or electronic) in a secure manner so as to prevent access by, or disclosure to any unauthorized party.
- For Internet transactions, copies of the transaction records may be delivered to Cardholders in either electronic or paper format.
- Customer must use only services and Customer Equipment that have been certified as PCI DSS compliant by the Card Organizations.

29.3. Compliance Audits. Customer may be subject to ongoing validation of Customer's compliance with PCI DSS standards.

Furthermore, we retain the right to conduct an audit, performed by us or a third party designated by us to verify Customer's compliance, or that of Customer's agents or Customer Providers, with security procedures and these Operating Procedures. In any event, upon request, Customer shall provide us with copies of any and all reports developed by Customer's forensic vendor(s), and Customer shall ensure that we have direct communication access with such forensic vendor(s).

29.4. Immediate Notice Required. In the event that transaction data is known or suspected of having been accessed or retrieved by any unauthorized Person, Customer must contact us immediately and in no event more than 24 hours after becoming aware of such activity.

29.5. Investigation. Customer must, at Customer's own expense (i) perform or cause to be performed an investigation, including a forensics analysis performed by a certified forensic vendor acceptable to us and the Card Organizations in accordance with Card Organization standards, of any data security breach of Card or transaction data, (ii) provide a copy of the certified forensic vendors final report regarding the incident to us and the Card Organizations, (iii) perform or cause to be performed any remedial actions recommended by any such investigation, and (iv) cooperate with us in the investigation and resolution of any security breach. Notwithstanding the foregoing, if required by the Card Organization, we will engage a forensic vendor approved by a Card Organization. Customer must cooperate with the forensic vendor so that it may immediately conduct an examination of Customer Equipment, and Customer's Customer Providers' procedures and records and issue a written report of its findings.

29.6. Required Information for Discover Security Breaches. For security breaches involving Discover transactions and/or track data, Customer must provide us and/or Discover with the following information: (i) the date of breach; (ii) details concerning the data compromised (e.g., account numbers and expiration dates, Cardholder names and addresses, etc.) Correct use of e.g.; (iii) the method of such breach; (iv) Customer's security personnel contacts; (v) the name of any person (including law enforcement) assisting Customer with Customer's investigation of such breach; and (vi) any other information which we reasonably request from Customer concerning such breach, including forensics reports. Customer shall provide such information as soon as practicable, and the items listed in (i)-(v) shall be provided to us in any event within 48 hours of our request of such information.

29.7. Customer Providers. The data security standards set forth in this Section 29 also apply to Customer Providers. Before Customer

engages any Customer Provider, Customer must provide to us in writing (a) the Customer Provider's legal name, (b) contact information, and (c) intended function. Customer acknowledges and agrees that Customer will not use, or provide Cardholder data access to, any Customer Provider until Customer receives our approval and, if required, confirmation of our registration of that Customer Provider with applicable Card Organizations. Customer must ensure that Customer and Customer Providers: (i) comply with the registration process which can involve site inspections, background investigations, provision of financial statements, and any other information required by a Card Organization; (ii) comply with the periodic and other reporting required by a Card Organization; and (iii) comply with all applicable Card Organization Rules, including without limitation, those requiring security of Cardholder data. Customer may allow Customer Providers access to Cardholder data only for purposes authorized under and in conformance with the Card Organization Rules. Customer is responsible for all our costs and expenses associated with our review, approval, certification (and recertification as may be required by us or the Card Organization Rules) and registration of any Customer Providers.

Customer's use of the Services, equipment, software, systems, materials, supplies or resources of third parties regarding Customer's Card transactions processing, including, without limitation, Customer Providers and any third-party lessors or licensors, will not affect Customer's obligations under this Agreement to us which will apply to the same extent as if Customer had not used them.

We have no liability or responsibility to Customer or others regarding these third parties, even if we referred them to Customer. These third parties are independent contractors, and Customer is solely responsible for (i) determining whether they can meet Customer's needs and standards, (ii) their actions, inactions and compliance with the terms of this Agreement and the Card Organization Rules and (iii) any and all fees, costs, expenses and other obligations owed to them by Customer.

29.8. Reserved.

29.9. Costs. If any Card Organization, regardless of any forensic analysis or report, makes a final determination that you or a Customer Provider (or other person used by

you) are the source of any loss, disclosure, theft, or compromise of Cardholder information, Transaction Data or other Card transaction related information (together, **Compromised Data Events**), you must promptly pay us for all assessments, Card Organization fines or fees, and penalties and Issuer reimbursements imposed on us by the Card Organizations (together, **Data Compromise Losses**).

- 30. Reserved.
- 31. Reserved.
- 32. Reserved.
- 33. Reserved.
- 34. Reserved.
- 35. Reserved.
- 36. Reserved.
- 37. Reserved.
- 38. Reserved.
- 39. Reserved.

40. Glossary

As used in this Card Processing Terms Addendum (including without limitation the Operating Procedures), the following terms are defined as follows:

Acquirer: Bank in the case of Mastercard, Visa and certain debit transactions or Processor in the case of Discover transactions that acquire Card sale transactions from merchants such as Customer.

Address Verification: A service provided through which the merchant verifies the Cardholder's address, in whole or in part. Primarily used by Mail / Telephone/Internet order merchants. Address verification is intended to deter fraudulent transactions, however, an AVS match does not guarantee that a transaction is valid. An AVS request should generally be submitted with an authorization request. The AVS response, if available, however will not impact whether any associated authorization request is approved or denied. Customer may be charged an AVS fee for any AVS request Customer submits even if we are not able to provide a response to the request.

Affiliate: "Affiliate" of a Person means another Person that, directly or indirectly, (i) owns or controls such Person or (ii) is under common ownership or control with such Person.

Agreement: The Agreements among Customer, Processor and Bank contained in the MSA General Terms, the Card Processing Terms Addendum, the Product Addenda, and the Participation Agreement, each as amended from time to time, which collectively constitute the Agreement among the parties.

Annualized Sales Volume: Annualized Sales Volume is the greater of (1) the sum of the monthly Sales Volume since the account was activated, divided by the number of months the account has been active, and then multiplied by twelve (12), or (2) the estimated annual Sales Volume listed in the Agreement. An active account is defined as an account having a Sales Volume of fifty dollars (\$50.00) or greater for that month. If the Customer has three months or less of Sales Volume, the "Annualized Sales Volume" is the estimated annual Sales Volume provided by the Customer in the Agreement.

Authorization: Approval by, or on behalf of, the Card Issuer to validate a transaction. An authorization indicates only the availability of the Cardholder's Credit Limit or funds at the time the Authorization is requested. An Authorization Fee (see Fee Schedule) can be charged for each Authorization, whether approved or declined.

Authorization Approval Code: A number issued to a participating merchant by the Authorization Center which confirms the authorization for a sale or service.

Authorization and Capture: Refers to the communication of instructions from Customer's POS device or other systems to our computer systems, whether the communications are for authorization requests or any other capture of information. If Customer's Service fee Schedule reflects an authorization and capture fee, it may be applied to each communication Customer transmits to us.

Authorization Center: A department that electronically communicates a merchant's request for authorization on Credit Card transactions to the Cardholder's bank and transmits such authorization to the merchant via electronic equipment or by voice authorization.

Authorization /EDC Fees: A fee that applies to all Visa, Mastercard and Discover Card approvals (pre-authorizations, authorizations &

authorization reversals), denials, batch inquiries, and batch entry transactions and includes any transaction fees and capture fees.

Bank: The bank identified on the Application signed by Customer.

Bankruptcy Code: Title 11 of the United States Code, as amended from time to time.

Batch: A single Submission to us of a group of transactions (sales and credits) for settlement. A Batch usually represents a day's worth of transactions.

Business Day: Monday through Friday, excluding Bank holidays.

Buyer Initiated Payment (BIP): A payment that occurs when a cardholding business approves an invoice (or invoices) and submits an electronic payment instruction causing funds to be deposited directly into their supplier's merchant account. **Card:** Means a Credit Card and/or a Debit Card.

Cardholder: Means the Person whose name is embossed on a Card and any authorized user of such Card, including the Person who has entered into an agreement establishing a Card account with an Issuer. The words "Card Member" refer to Cardholder.

Card Not Present Sale/Transaction: A Transaction that occurs when the Card is not present at the point-of-sale, including Internet, mail-order and telephone-order Card sales.

Card Organization: Any entity formed to administer and promote Cards, including without limitation Mastercard Worldwide ("Mastercard"), Visa U.S.A., Inc. ("Visa"), DFS Services LLC ("Discover"), American Express and any applicable debit networks.

Card Organization Rules: The rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Organization and related authorities, including without limitation, those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association (including, with respect to EBTs, the Quest Operating Rules).

Card Validation Codes: A three-digit value printed in the signature panel of most Cards and a four-digit value printed in the front of an American Express Card. Visa's Card Validation Code is known as CVV2; Mastercard's Card Validation Code is known as CVC2; the Card Validation Codes for Discover and American Express are known as a Card Identification Numbers (CID). Card Validation Codes are used to deter fraudulent use of an account number in a non-face-to-face environment, (e.g., mail orders, telephone orders and Internet orders).

Card Verification Value (CVV) / Card Validation Code (CVC) / Card Identification Data (CID): A unique value encoded on the Magnetic Stripe of a Card used to validate Card information during the Authorization process.

Cardholder Verification Method (CVM): A method used to confirm the identity of a Cardholder and to signify Cardholder acceptance of a transaction, such as signature, Offline PIN, and Online PIN.

Cash Benefits: An EBT account maintained by an Issuer that represents pre-funded or day-of-draw benefits, or both, administered by one or more government entities, and for which the Issuer has agreed to provide access under the EBT program. Multiple benefits may be combined in a single cash benefit account.

Cash Over Transaction: Dispensing of cash by a merchant in connection with a Card sale, other than a PIN Debit Card transaction, for the purchase of goods or services.

Charge or Charges: The total price, including all applicable taxes and gratuities, for the purchase of goods or services at a merchant for which a Cardholder has signed a Sales Draft or otherwise indicated intent to pay with a Card.

Chargeback: A Card transaction (or disputed portion) that is returned to us by the Issuer. Customer is responsible for payment to us for all Chargebacks.

Check Warranty: A service provided through a merchant's POS equipment which guarantees payment up to a defined limit, provided the merchant follows proper steps in accepting the check.

Check Verification: A service provided in which a merchant accesses a national negative file database through its terminal/register to verify or authorize that a person has no outstanding bad check complaints at any of the member merchants. This is not a guarantee of payment to the merchant.

Claim: Means any claim (including initial claims, counterclaims, cross-claims, and third-party claims), dispute, or controversy between Customer 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.

Credit: A refund or price adjustment given for a previous purchase transaction.

Credit Card: A device bearing a valid Organization Mark of Visa, Mastercard, Discover or American Express and authorizing the Cardholder to buy goods or services on Credit and, to the extent the Schedules so provide, a valid device authorizing the Cardholder to buy goods or services on Credit and issued by any other Card Organizations specified on such Schedules.

Credit Draft: A document evidencing the return of merchandise by a Cardholder to a Customer, or other refund or price adjustment made by the Customer to the Cardholder, whether electronic, paper or some other form, all of which must conform to Card Organization Rules and applicable law.

Credit Limit: The credit line set by the Issuer for the Cardholder's Credit Card account.

Customer Activated Terminal (CAT): A Magnetic Stripe terminal or chip-reading device (such as an automatic dispensing machine, Limited Amount Terminal, or Self-Service) that is not an ATM.

Debit Card: Means a PIN Debit Card and/or a Non-PIN Debit Card.

Dial-Up Terminal: An Authorization device which, like a telephone, dials an Authorization Center for validation of transactions.

Discount Rate: A percentage rate and/or amount charged a merchant for processing its qualifying daily Credit Card, Non-PIN and PIN Debit Card transactions, as set forth in the Application. Credit Card and Non-PIN Debit Card transactions that fail to meet applicable interchange requirements will be charged additional amounts as set forth in Section 5.1.

Electronic Benefit Transfer (EBT): An Electronic Benefits Transfer system used to deliver certain government delivered benefits, including without limitation Cash Benefits and FNS, SNAP and WIC Benefits, to EBT customers.

Electronic Draft Capture (EDC): A process which allows a merchant's Dial-Up Terminal to receive Authorization and capture transactions, and electronically transmit them to the Processor. This eliminates the need to submit paper for processing.

EMV: Developed by Europay, Mastercard, and Visa. It is the global standard for chip-based payments.

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

Factoring: The submission of authorization requests and/or Sales Drafts by a merchant for Card sales or cash advances transacted by another business. Factoring, also known as Accounts Receivable Financing, is prohibited.

Gross: When referred to in connection with transaction amounts or fees, refers to the total amount of Card sales, without set-off for any refunds or Credits.

Imprinter: A manual or electric machine used to physically imprint the merchant's name and ID number as well as the Cardholder's name and Card number on Sales Drafts.

Issuer: The financial institution or Card Organization (or other Entity authorized by a Card Organization) which has issued a Card to a Person.

Limited Amount Terminal: A Customer Activated Terminal that has data capture only capability and accepts payment for items such as parking garage fees, road tolls, motion picture theater entrance, or magnetic stripe telephones.

Magnetic Stripe: A stripe of magnetic information affixed to the back of a plastic Credit or Debit Card. The Magnetic Stripe contains essential Cardholder and account information.

Marks: Names, logos, emblems, brands, service marks, trademarks, trade names, tag lines or other proprietary designations.

Media: The documentation of monetary transactions (e.g., Sales Drafts, Credit Drafts, computer printouts, etc.)

Merchant Account Number: A number that numerically identifies each merchant location, outlet, or line of business to the Processor for accounting and billing purposes.

Merchant Identification Card: A plastic embossed card supplied to each merchant to be used for imprinting information to be submitted with each batch of paper Sales Drafts. Embossed data includes Merchant Account Number, name and sometimes merchant ID code (MID) and terminal number (TID).

Customer Provider: Any Person engaged by Customer to provide services to Customer involving or relating to (i) access to Cardholder data, transaction data or information related to either Cardholder data or transaction data or (ii) PIN encryption, including without limitation, Encryption Service Organizations (ESOs).

Non-Bank Services: Products and/or Services for which Bank is not responsible, or a party to, including American Express, PIN Debit Card, and Electronic Benefits Transfer Transactions, Gift Card Services and Transactions involving Cards from other Non-Bank Card Organizations, such as Voyager Fleet Systems, Inc., WEX, Inc. and WEX Bank, Discover, Leasing, TransArmor,

Fraud Services, Wireless, and other items as may be indicated in this Card Processing Terms Addendum.

Non-PIN Debit Card: A device with either a Visa, Mastercard or Discover Mark that is tied to a Cardholder's bank account or a prepaid account and which is processed without the use of a PIN.

Non-Qualified Interchange Fee: The difference between the interchange fee associated with the Anticipated Interchange Level and the interchange fee associated with the more costly interchange level at which the transaction actually was processed.

Non-Qualified Surcharge: A surcharge applied to any transaction that fails to qualify for the Anticipated Interchange Level and is therefore downgraded to a more costly interchange level. The Non-Qualified Surcharge (the amount of which is set forth on the Service Fee Schedule) is in addition to the Non-Qualified Interchange Fee, which is also Customer's responsibility (see above and Section 5.1).

Operating Procedures: The information prepared by Processor, containing operational procedures, instructions and other directives relating to Card transactions. The current Operating Procedures are set forth in Part B of the Card Processing Terms Addendum.

PAN Truncation: A procedure by which a Cardholder's copy of a Sales Draft or Credit Draft, or as required by applicable law, the Sales Draft or Credit Draft that Customer retains, will only reflect the last four digits of the Card account number.

Person: A third -party individual or Entity, other than the Customer, Processor or Bank.

PIN: A Personal Identification Number entered by the Cardholder to submit a PIN Debit Card transaction.

PIN Debit Card: A device bearing the Marks of ATM networks (such as NYCE, Star) used at a merchant location by means of a Cardholder-entered PIN in the merchant PIN Pad.

PIN Debit Sponsor Banks: The PIN Debit Sponsor Bank(s) identified on the Application

signed by Customer that is/are the sponsoring or acquiring bank(s) for certain PIN Debit networks.

PINless Transaction: A Debit Card transaction that a merchant submits to us for settlement/funding transactions with neither a PIN nor Signature.

Point of Sale (POS) Terminal: A device placed in a merchant location which is connected to the Processor's system via telephone lines and is designed to authorize, record and transmit settlement data by electronic means for all sales transactions with Processor.

Processor: The entity identified on the Application (other than the Bank) which provides certain services under the Agreement.

Recurring Payment Indicator: A value used to identify transactions for which a Cardholder provides permission to a merchant to bill the Cardholder's Card account at either a predetermined interval or as agreed by the Cardholder for recurring goods or services.

Referral: A message received from an Issuer when an attempt for Authorization requires a call to the Voice Authorization Center (VAC) or Voice Response Unit (VRU).

Reserve Account: An account established and funded at our request or on behalf, pursuant to Section 11 of the Agreement.

Resubmission: A transaction that the merchant originally processed as a Store and Forward transaction but received a soft denial from the respective debit network or Card Organization. The Resubmission transaction allows the merchant to attempt to obtain an approval for the soft denial, in which case Customer assumes the risk that the transaction fails.

Retrieval Request/Transaction

Documentation Request: A request for documentation related to a Card transaction such as a copy of a Sales Draft or other transaction source documents.

Revenue: Total Fees for Services minus the amount of interchange, assessments and other pass-through fees paid by Customer and passed through to payment networks by us. Total fees for Services include Credit Card and Non-PIN Debit processing fees, PIN debit, non-bank,

chargeback and other fees listed in the Pricing Terms.

Sales/Credit Summary: The identifying form used by a paper Submission merchant to indicate a Batch of Sales Drafts and Credit Drafts (usually one day's work). Not a Batch header, which is used by electronic merchants.

Sales Draft: Evidence of a purchase, rental or lease of goods or services by a Cardholder from, and other payments to, Customer using a Card, including preauthorized orders and recurring transactions (unless the context requires otherwise); regardless of whether the form of such evidence is in paper or electronic form or otherwise, all of which must conform to Card Organization Rules and applicable law.

Sales Volume: The total combined amount of Credit Card, PIN Debit and Non-PIN Debit (Mastercard, Visa, Discover and American Express) payment transactions processed by us minus any amounts attributable to returned items.

Schedules: The attachments, addenda and other documents, including revisions thereto, which may be incorporated into and made part of this Agreement concurrently with or after the date of this Agreement.

Self Service Terminals: A Customer Activated Terminal that accepts payment of goods or services such as prepaid cards or video rental, has electronic capability, and does not accept PIN's.

Servicers: Bank and Processor collectively. The words "we," "us" and "our" refer to Servicers, unless otherwise indicated in this Card Processing Terms Addendum.

Services: The activities undertaken by Processor and/or Bank, as applicable to authorize, process and settle all United States Dollar denominated Visa, Mastercard, Discover and American Express transactions undertaken by Cardholders at Customer's location(s) in the United States, and all other activities necessary for Processor and Bank to perform the functions required by this Agreement for all other Cards covered by this Agreement. For the avoidance of doubt, and without limiting the foregoing, "Services" shall include any ancillary products or services provided to Customer by Processor

and/or Bank in connection with this Agreement to the extent such products or services are not provided to Customer pursuant to a separate agreement with Processor and/or Bank.

Settlement Account: An account or account (s) at a financial institution designated by Customer as the account to be debited and credited by Processor or Bank for Card transactions, fees, chargebacks and other amounts due under the Agreement or in connection with the Agreement.

Split Dial: A process which allows the authorization terminal to dial directly to different Card Processors (e.g., American Express) for Authorization. In this instance, the merchant cannot be both EDC and Split Dial. Split Dial is also utilized for Check Guarantee companies.

Split Dial/Capture: Process which allows the Authorization terminal to dial directly to different Card processors (e.g., American Express) for Authorization and Electronic Draft Capture.

Store and Forward: A transaction that has been authorized by a merchant when the merchant cannot obtain an authorization while the customer is present, typically due to a communications failure. The merchant will store the transaction electronically in their host system and retransmit the transaction when communications have been restored.

Submission: The process of sending Batch deposits to Processor for processing. This may be done electronically or by mail.

Summary Adjustment: An adjustment to Customer's Submission and /or Settlement Accounts in order to correct errors. (See Sections 35.3 and 35.4.)

Telecommunication Card Sales: Individual local or long-distance telephone calls, for which the telephone service provider is paid directly by use of a Card. These do not include, however, calls paid for with pre-paid telephone service cards. Telecommunication Card Sales are considered Card Not Present Sales.

Transaction Fees: Service costs charged to a merchant on a per transaction basis.

Us, We and Our: See Servicers.

41. ADDITIONAL IMPORTANT INFORMATION PERTAINING TO THIS ENTIRE AGREEMENT

41.1. Electronic Funding Authorization

All payments to Customer shall be through the Automated Clearing House ("ACH") and shall normally be electronically transmitted directly to the Settlement Account Customer has designated or any successor account designated to receive provisional funding of Customer's Card sales pursuant to the Agreement. Customer agrees that any Settlement Account designated pursuant to the preceding sentence will be an account primarily used for business purposes. Neither Wells Fargo Bank, N.A. ("Wells Fargo Bank") nor Wells Fargo Merchant Services, L.L.C. can guarantee the timeframe in which payment may be credited by Customer's financial institution where the Settlement Account is maintained.

Customer hereby authorizes Wells Fargo Bank and its authorized representative, including Wells Fargo Merchant Services, L.L.C., to access information from the Settlement Account and to initiate credit and/or debit entries by bankwire or ACH transfer and to authorize Customer's financial institution to block or to initiate, if necessary, reversing entries and adjustments for any original entries made to the Settlement Account and to authorize Customer's financial institution to provide such access and to credit and/or debit or to block the same to such account. This authorization is without respect to the source of any funds in the Settlement Account, is irrevocable. This authority extends to any equipment purchase agreements which may exist with Customer as well as to any fees and assessments and Chargeback amounts of whatever kind or nature due to Wells Fargo Merchant Services, L.L.C. or Wells Fargo Bank under terms of this Agreement whether arising during or after termination of the Agreement. This authority is to remain in full force and effect at all times unless and until Wells Fargo Merchant Services, L.L.C. and

Wells Fargo Bank have consented to its termination at such time and in such a manner as to afford them a reasonable opportunity to act on it. In addition, Customer shall be charged ten dollars (\$10.00) for each ACH which cannot be processed, and all subsequent funding may be suspended until Customer either (i) notifies Wells Fargo Merchant Services, L.L.C. that ACH's can be processed or (ii) a new electronic funding agreement is signed by Customer. Customer's Settlement Account must be able to process or accept electronic transfers via ACH.

41.2. Funding Acknowledgement Automated Clearing House (ACH).

Automated Clearing House (ACH). I acknowledge that the funds for Mastercard, Visa and Discover transactions will be processed and transferred to my Settlement Account within two (2) Business Days from the time a Batch is closed (by 12:00 a.m. PT) and within one (1) Business Day from the time the Batch is closed (by 12:00 a.m. PT) if such account is a Wells Fargo Settlement Account. The ACH transactions will appear on Customer's statement as "Merchant Bnkcd".

41.3. Additional Fees

The fees for Services as shown on Customer's pricing disclosure are based on the assumption that Customer's Credit Card and Non-PIN Debit transactions will qualify at the Anticipated Interchange Levels associated with Customer's account.

If a transaction fails to qualify for Customer's Anticipated Interchange Levels, Customer will be billed a Non-Qualified Interchange Fee, plus a Non-Qualified Surcharge for each such non-qualifying transaction (see Section 5.1 and Glossary).

Customer's initial fees for Services are stated in Customer's Participation Agreement and may be adjusted from time to time to reflect:

- a. Any increases or decreases in the interchange and/or assessment portion of the fees,
- b. The appropriate interchange level as is consistent with the qualifying criteria of each transaction submitted by Customer, and
- c. Increases in any applicable sales or telecommunications charges or taxes levied by any state, federal or local authority related to the delivery of the services provided by Wells Fargo Merchant Services, L.L.C. when such costs are included in the Service or other fixed fees.

In addition to the Debit Card transaction fees set forth in the Participation Agreement, Customer shall be responsible for the amount of any fees imposed upon a transaction by the applicable debit network.

A Monthly Minimum Processing Fee will be calculated beginning thirty (30) days after the date Customer's Participation Agreement is effective. (Refer to Customer's pricing disclosures.)

Authorization Fees are charges that apply each time Customer communicates directly with Processor.

Authorization /EDC Fee applies to all Visa, Mastercard and Discover Card approvals (pre-authorizations, authorizations and authorization reversals), denials, batch inquiries, and batch entry transactions and includes any transaction fees and capture fees.

41.4. Addresses for Notices – See Participation Agreement and MSA.

If the Participation Agreement (i.e., application for business credit) is denied, Customer may obtain a written statement of the specific reasons for the denial. To obtain the statement, please contact Credit Initiation, 1307 Walt Whitman Road, Melville, NY 11747, 1-800-767-2484 ext. 32900, within sixty (60) days from the date Customer is notified of our decision. We will send Customer a written statement of reasons for the denial within thirty (30) days of receiving Customer's request.

42. Card Organization Disclosure

Member Bank Information: Wells Fargo Bank

The Bank's mailing address is Wells Fargo Bank, 1200 Montego, Walnut Creek, CA 94598 and its phone number is 1-800-451-5817.

Important Member Bank Responsibilities:

- (a) The Bank is the only entity approved to extend acceptance of Card Organization products directly to a merchant.
- (b) The Bank must be a principal (signer) to the Agreement.
- (c) The Bank is responsible for educating Customers on pertinent Visa and Mastercard Rules with which Customers must comply; but this information may be provided to you by Processor.
- (d) The Bank is responsible for and must provide settlement funds to Customer.
- (e) The Bank is responsible for all funds held in reserve that are derived from settlement.

Important Customer Responsibilities:

- (a) Ensure compliance with cardholder data security and storage requirements.
- (b) Maintain fraud and chargebacks below Card Organization thresholds.
- (c) Review and understand the terms of the Agreement.
- (d) Comply with Card Organization Rules and applicable law and regulations.
- (e) Retain a signed copy of this Disclosure Page.
- (f) You may download "Visa Regulations" from Visa's website at:
http://usa.visa.com/merchants/operations/op_regulations.html.
- (g) You may download "Mastercard Regulations" from Mastercard's website at:
<http://www.Mastercard.com/us/merchant/support/rules/html>.

Print Customer's IRS Filing Name: _____

By its signature below, Customer acknowledges that it received the Agreement, and agrees to comply with all terms set forth therein.

CUSTOMER'S BUSINESS PRINCIPAL:

Signature (Please sign below):

X _____
Title Date

Please Print Name of Signer