

SCHEDULE E
AGENCY PARTICIPATION AGREEMENT
MERCHANT CARD PROCESSING SERVICES
STATE OF NORTH CAROLINA AND SUNTRUST MERCHANT SERVICES

This Agency Participation Agreement ("APA") for Merchant Card Processing Services ("Agreement") is entered into between _____ ("Participant"), the Office of the State Controller, ("OSC"), the Department of State Treasurer ("DST") and SunTrust Merchant Services, LLC ("STMS") ("Vendor") on behalf of Wachovia Bank, N.A. ("Bank"), and First Data Merchant Services Southeast, LLC ("FDMS") as of _____, 201__.

WHEREAS, on August 1, 2006, SunTrust Merchant Services, LLC entered into a Master Services Agreement (Contract No. 14-06002) with the State of North Carolina to provide a variety of merchant card processing services to eligible participating entities (hereinafter referred to as "Participants;" and

WHEREAS, the above referenced Participant desires to subscribe to certain services ("Subscribed Services") available under the Master Services Agreement (MSA);

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

1. Vendor hereby agrees to provide Subscribed Services to the Participant pursuant to the terms and conditions of the Master Services Agreement, which are incorporated herein by reference.
2. Participant acknowledges receipt of a copy of the Master Services Agreement and agrees to be bound by the terms and conditions therein.
3. Participant represents that it has obtained approval from the Office of the State Controller (OSC) to enter into the Agreement, as evidenced by the signature of the State Controller or his designee in the Agreement.
4. Participant agrees to abide by all policies promulgated by the Office of the State Controller pertaining to Electronic Commerce, specifically for merchant card processing.
5. Participant and Vendor each agrees to the method of payment for all Subscribed Services provided in accordance with the Master Services Agreement.
6. If the Common Payment Service is utilized in conjunction with the Subscribed Services, the Participant will abide by all applicable policies and procedures promulgated by the Office of Information Technology Services.
7. Either party may terminate the Agreement at any time before the expiration of the Master Services Agreement by giving the other parties one hundred twenty (120) days prior written notice. This agreement shall automatically terminate upon termination of the Master Services Agreement.
8. Prior to receiving services, Participant agrees that it shall be subject to Vendor's credit approval.
9. Participant agrees that, in executing this Schedule E, it is accepting all obligations and responsibilities of CUSTOMER as outlined in the Agreement as well as all terms and conditions outlined therein except for obligations that are solely the obligations of OSC or DST. Participant acknowledges that STMS in its reasonable discretion as permitted by the Agreement may take any action(s) as necessary against individual Participants, instead of CUSTOMER in its entirety, in order to mitigate any material financial or security risk to STMS, or to ensure compliance with the Agreement.

To be executed by all related parties.

SUNTRUST MERCHANT SERVICES, LLC
("STMS")

On behalf of WACHOVIA BANK, N.A. ("BANK"), and
FIRST DATA MERCHANT SERVICES
SOUTHEAST, LLC ("FDMS")

By: _____

Name: _____
(Please Print or Type)

Title: _____

Date: _____

("PARTICIPANT")

By: _____

Name: _____
(Please Print or Type)

Title: _____

Date: _____

Office of the State Controller, State of North Carolina

By: _____

Name: _____

Title: _____

Date: _____

[Note: Execution by DST not required for Non-State Agency Participants](#)

Department of the State Treasurer, State of North Carolina

By: _____

Name: _____

Title: _____

Date: _____

OPTIONAL GATEWAY SERVICES

This section is to be used to indicate the Participant's election to subscribe to optional gateway capture solutions offered under the Master Services Agreement, as amended. (Check one or both that applies.)

____ First Data Global Gateway Service ____ PayPoint Gateway Service

BY: _____ (On behalf of Participant) Date: _____