

**AGENCY PARTICIPATION AGREEMENT
MERCHANT CARD PROCESSING SERVICES
STATE OF NORTH CAROLINA AND FIRST DATA 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”), First Data Merchant Services, LLC (“FDMS”) and Wells Fargo Bank, N.A. (“Bank”) (FDMS and Bank are referred to collectively in this APA as “Vendor”) as of _____, 20____.

WHEREAS, on May 24, 2024, OSC awarded Request for Proposal along with Best and Final Offer 500200-000 (BAFO) to First Data Merchant Services, LLC 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 BAFO 500200-000:

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 BAFO 500200-000, which are incorporated herein by reference.
2. Participant acknowledges review of BAFO 500200-000 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 BAFO 500200-000.
6. Either party may terminate the Agreement at any time before the expiration of the BAFO 500200-000 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.
7. Prior to receiving services, Participant agrees that it shall be subject to Vendor’s credit approval.
8. Participant agrees that, in executing this Agreement, 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. Participant acknowledges that FDMS 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 FDMS, or to ensure compliance with the Agreement.

To be executed by all related parties.

FIRST DATA MERCHANT SERVICES, LLC
("FDMS")

By: _____

Name: _____

Title: _____

Date: _____

("PARTICIPANT")

By: _____

Name: _____

Title: _____

Date: _____

Office of the State Controller, State of North Carolina

By: _____

Name: _____

Title: _____

Date: _____

WELLS FARGO BANK, N.A ("Bank")
(Under Limited Power of Attorney, First Data
Merchant Services, LLC)

By: _____

Name: _____

Title: _____

Date: _____