

**SCHEDULE F  
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"), SunTrust Merchant Services, LLC ("STMS") and SunTrust Bank, N.A. ("Bank") (STMS and Bank are referred to collectively in this APA as "Vendor") as of \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, on December 4, 2014 OSC awarded Request for Proposal along with Best and Final Offer 14-0084 (BAFO) to SunTrust 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 14-008474:

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 14-008474, which are incorporated herein by reference.
2. Participant acknowledges review of BAFO 14-008474 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 14-008474.
6. Either party may terminate the Agreement at any time before the expiration of the BAFO 14-008474 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 Schedule F, 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")

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Office of the State Controller, State of North Carolina**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
("PARTICIPANT")

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_