

## Linked Deal

This Opportunity Identification Number (OID) is part of a linked deal; please refer to the Parent OID to locate the full agreement. If this is the Parent OID please find the full agreement below.

### Parent Opportunity:

- 634309

### Linked Opportunities:

- 681709



601 Riverside Avenue, Jacksonville, FL 32204

T: 904.438.6398 | E: [lauren.blocker@fisglobal.com](mailto:lauren.blocker@fisglobal.com)

[www.fisglobal.com](http://www.fisglobal.com)

October 8, 2020

AgriBank, FCB  
30 E. 7th Street Suite 1600  
Saint Paul, MN 55101

RE: Order Form Effective Date 9/30/2020

To whom it may concern:

Please accept this correspondence as a correction to a scrivener's error on the Order Form you recently entered into with FIS. The first paragraph should read as follows (change noted in bold face type):

This Order is governed by the FIS Terms and Conditions between AgriBank, FCB ("Client") and Fidelity Information Services, LLC dated **9/30/2020** ("FTCs"). This Order together with each Order entered into between Fidelity Information Services, LLC ("FIS") and Client form the Agreement as such term is used in the FTCs. The Solution Terms below apply to the referenced Solutions, in addition to the FIS Terms and Conditions. By signing this Order, Client agrees to purchase the Services and license the Software listed on the attached pricing attachment(s).

If you have any questions concerning this correction, please feel free to contact me at the number listed above. We appreciate your business and apologize for any confusion this may have caused you.

Sincerely,

Lauren P. Blocker  
Corporate Counsel



## INFORMATION TECHNOLOGY SERVICES AGREEMENT

Client: AgriBank, FCB  
30 E. 7th Street Suite 1600  
Saint Paul, MN 55101


FIS: Fidelity Information Services, LLC  
601 Riverside Avenue  
Jacksonville, FL 32204

Effective Date: 9/30/2020


By signing below, FIS and Client are entering into the attached FIS Terms and Conditions (the “**FTCs**”). The FTCs will govern each order (“**Order**”) that references these FTCs and each statement of work (“**SOW**”) related to the Solution(s) or that references these FTCs. Each “**Agreement**” (as defined in the applicable Order) may be referred to as the Information Technology Services Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers or representatives to execute and deliver the FTCs as a legally binding obligation of such party.

### AGRIBANK, FCB

DocuSigned by:  
  
Signature: \_\_\_\_\_  
9599F36F160A4B3...  
Name: Jeffrey Swanhorst  
Title: CEO  
Date: September 30, 2020 | 08:40 EDT

### FIDELITY INFORMATION SERVICES, LLC

DocuSigned by:  
  
Signature: \_\_\_\_\_  
9ADF28699B214B8...  
Name: Peter Calixte  
Title: Contract Manager  
Date: October 9, 2020 | 12:08 EDT



## FIS TERMS AND CONDITIONS

### United States Version 2020.July

#### 1. Provision of Solution.

1.1 FIS shall provide to Client the software licensed for use on Client systems ("**Software**") and/or services ("**Services**") identified in an Order (each such Service or Software, a "**Solution**"). Client shall use the Solutions in compliance with the then-current user documentation for the Solution ("**Documentation**"), the then-current system requirements for the Solution (the "**System Requirements**", and together with the Documentation, the "**Specifications**"), the applicable Order (including, and only in accordance with, the Scope of Use) and these FTCs. "**Scope of Use**" means the rights, restrictions or parameters regarding the use of the Solutions set forth in the applicable Order and in Section 6.2 of these FTCs.

1.2 Each party shall make reasonable efforts to implement the Solution as soon as practicable following the Order Effective Date stated in the applicable Order. Client shall ensure its systems meet the System Requirements at its expense. Client is responsible for the accuracy and completeness of all Client Data that Client introduces into the Solution. "**Client Data**" means data introduced into the Solution by or on behalf of Client or Client's customers ("**Customers**") that is stored in or processed by the Solution.

#### 2. Fees.

2.1 Client shall pay any fees stated in the Order within thirty (30) days after the applicable invoice date. Client may specify an account which FIS may electronically debit to settle any fees, charges or other amounts owed by Client. A late payment fee shall accrue on any amounts thirty (30) days past due at the rate of twelve percent (12%) per year (or, if lower, the maximum rate permitted by applicable Law), except for Disputed Amounts. "**Disputed Amount**" means amounts invoiced by FIS which are disputed by Client in good faith for which Client provides a reasonably detailed notice of the dispute before such amounts are past due. A dispute will not exist as to an entire invoice merely because certain amounts on the invoice are Disputed Amounts.

2.2 Unless otherwise stated in an Order: (i) any Software license fees shall be due upon execution of the Agreement (or the applicable Order or amendment); (ii) fifty percent (50%) of any other one-time fees shall be due upon execution of the Agreement (or the applicable Order, SOW or amendment), and the remaining fifty percent (50%) shall be due upon the applicable Commencement Date; (iii) recurring fees for other Services shall begin on the applicable Commencement Date; and (iv) fees for any Professional Services fees billed on a time and materials basis shall be billed for each calendar month (or portion thereof) starting when the Professional Services begin. The "**Commencement Date**": (a) of Maintenance, shall be the applicable Order Effective Date; (b) of other Services (excluding Professional Services), shall be the date the Service is first made available for use by Client; and (c) of Professional Services, shall be the date that FIS begins performing the Professional Services.

2.3 FIS may increase: (i) fees for (where applicable) postage, mailing and payment card materials, courier, telecommunications and any other fees identified as pass-through fees in the applicable Order, if FIS' cost for those items increases; and (ii) recurring fees for the Solutions by an amount not to exceed the Maximum Price Change and no more than once per calendar year. "**Maximum Price Change**" means a percentage equal to the sum of (a) the percentage change in the U.S. Employment Cost Index ("**ECI**") – Civilian: All Workers total compensation, as published by the U.S. Bureau of Labor Statistics ([www.bls.gov](http://www.bls.gov)) (calculated by averaging the annual change of the Price Index for the four (4) fiscal quarters immediately preceding the date of the applicable fee increase) and (b) the percentage increment specified in the Order (the "**Percentage Increment**"); provided that the Maximum Price Change shall never be less than two percent (2%) or more than six percent (6%).

2.4 In addition to the Solutions listed in an Order, FIS may make other services or software available to Client from time to time. Client's use of any such software or service constitutes Client's agreement to pay the fees in the applicable documentation, and that such software or service is a Solution subject to the Agreement.

2.5 The charges and fees invoiced by FIS do not include any applicable withholding, sales, use, excise, value added or other taxes. Client is responsible for the payment of such taxes that arise from FIS' provision of the Solution. If FIS includes taxes in an invoice, Client shall pay such taxes, unless Client has provided a valid tax exemption certificate acceptable to the applicable tax authorities. Client shall reimburse FIS for reasonable travel, living and other out-of-pocket expenses incurred in connection with the provision of the Professional Services or a Solution, and FIS shall invoice Client for these expenses on a monthly basis, as incurred.

#### 3. General Obligations.

3.1 FIS will maintain a disaster recovery plan designed to reduce the risks associated with a disaster affecting FIS' ability to provide the Services. FIS will test its disaster recovery plan annually and make available a summary of its business continuity plan and test results.



3.2 FIS shall comply with all laws, enactments, orders and regulations ("**Laws**") applicable to it as the provider of the Solutions under the Agreement. Client shall comply with all Laws applicable to it as the recipient and user of the Solutions under the Agreement. Each party acknowledges and agrees that: (i) it has complied with and shall continue to comply with all applicable Laws relating to anti-bribery and anti-corruption; and (ii) it shall maintain in place throughout the Term of the Agreement its own reasonable policies and procedures to ensure compliance with such anti-bribery and anti-corruption Laws.

3.3 Each party will implement reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of the other party's Confidential Information; (ii) protect against any anticipated threats or hazards to the security or integrity of the other party's Confidential Information; and (iii) protect against unauthorized access to or use of the other party's Confidential Information. The information Security and Data Protection Statement (found at <https://www.fisglobal.com/solutions/legal/fis-information-security>) (the "**Security Statement**") is incorporated into the Agreement.

3.4 Client shall be responsible for determining the suitability of the Solution for its purposes and that the processing configurations and settings of the Solution ("**Parameters**") are consistent with all Laws applicable to Client's business and Client's business needs. FIS shall not be liable for any losses, damages or expenses resulting from Client's, a Client user's or a Customer's request or instruction, including Parameter and rule settings and decisioning criteria.

4. **Professional Services.** This Section applies to the programming, training, consulting, implementation and other professional services ("**Professional Services**") identified in SOWs or Orders.

4.1 FIS shall perform the Professional Services in a good and workmanlike manner and any deliverables resulting from the Professional Services ("**PS Output**") will conform in all material respects with the requirements stated in the SOW or Order ("**Requirements**"), provided Client timely performs its obligations stated in the SOW or Order and reasonably cooperates with FIS. If Client requests services that are outside the scope of the Requirements, such services shall be billed at the rates set out in the SOW or Order or, if no such rates are specified, FIS' then-current rates. Any failure of PS Output to materially conform with its Requirements shall be a "**PS Defect**." Unless otherwise specified in a SOW or Order, Professional Services shall be deemed complete if: (i) Client fails to give FIS notice of a PS Defect within thirty (30) days after delivery (or within fifteen (15) days following FIS' correction of the last reported PS Defect); or (ii) Client uses the PS Output for production purposes. FIS is not obligated to correct a PS Defect that was not caused by FIS. Following Client's notice of a PS Defect, FIS shall begin correcting PS Defects upon verifying their existence and shall use reasonable diligence to correct PS Defects in a timely manner based upon their severity and impact on Client's business. FIS may address PS Defects that do not materially impact Client's business with a reasonable work around on an interim basis.

4.2 Each SOW or Order shall terminate upon the earlier of: (i) completion of the applicable Professional Service(s), or (ii) expiration of the SOW's or Order's Term. If Client terminates a SOW or Order or any Professional Services, Client shall pay for all work performed through the date of termination at the rates set out in the SOW or Order or, if no such rates are specified, at FIS' then-current rates.

4.3 While FIS personnel are performing Professional Services at Client's site, FIS will ensure that such personnel comply with Client's security policies and procedures that are generally applicable to Client's other suppliers providing similar services and that have been provided to FIS in writing in advance. If Client's policies require FIS to incur material out-of-pocket costs, Client shall either waive compliance or promptly reimburse FIS for such costs.

5. **Licensed Software.** This Section applies to Software and FIS' corresponding Maintenance.

5.1 FIS grants Client a limited, non-exclusive, and non-transferable right and license to use and/or access a single copy of the object code of the Software during the Term and solely in accordance with the Agreement. Client shall notify FIS of the location of the Software and shall promptly notify FIS of any changes to such location. The Software shall remain under the exclusive control and custody of Client at all times. Client shall keep the Software free and clear of any claim, lien or encumbrance, and any act by Client purporting to create such a claim, lien or encumbrance shall be void from its inception.

5.2 The Software may include embedded or bundled third-party software, including open source software ("**Embedded Software**"). Embedded Software is licensed under the terms of the third-party license that accompanies or is made available with such Embedded Software. Nothing in the Agreement limits Client's rights under, or grants Client rights that supersede, the terms and conditions of any applicable license for such Embedded Software. To the extent required by FIS' agreement with the third-party provider, the third-party provider is a third-party beneficiary to the Agreement with respect to the enforcement of the terms and conditions applicable to the Embedded Software. FIS shall be responsible for fixing Defects caused by such Embedded Software to the same extent as FIS' ongoing maintenance and support obligations as set forth in the Agreement. Third-party technology that may be appropriate or necessary for use in conjunction with Embedded Software may be specified in the Specifications. Any such third-party technology provided by FIS is licensed or provided to Client under the terms of the third-party license that accompanies or is made available by FIS with such technology.



5.3 Client shall verify that the Software complies with the Documentation within thirty (30) days of the applicable Order Effective Date. Client will be deemed to have accepted the Software if: (i) Client fails to give FIS notice of any material non-conformity with the Documentation ("**Defect**") during that thirty (30) day period (or within ten (10) days following FIS' correction of the last reported Defect); or (ii) Client uses the Software for production purposes.

5.4 During the Term (unless otherwise stated in the Order), FIS shall provide Maintenance as more specifically defined in the Order or Documentation. "**Maintenance**" consists of: (i) provision of help desk support ("**Support**"); (ii) correction of Defects reported by Client; and (iii) periodic provision of updates or modifications which FIS, in its discretion, incorporates into the Software, as generally made available at no additional charge to clients receiving Maintenance (each, a "**Release**"). Client shall continuously maintain Software at the most-current Release, the immediately preceding Release, or other Releases made available in the previous twelve (12) months (each, a "**Supported Release**"). Client shall permit FIS to remotely access the Software to provide Maintenance.

5.5 Client shall maintain adequate records of Client's compliance with the Scope of Use, including the names and business contact information of the Software users. Client shall provide FIS with a copy of such records upon request, and FIS, its licensors or its designees shall be entitled to review such records upon reasonable advance notice (but no more often than once annually). Client agrees to reasonably cooperate with FIS, its licensors or their designees during such review.

## 6. Intellectual Property.

6.1 FIS (or its licensors) own, and Client (and its users) do not acquire any right, title or interest in, to or under, any copyright, trademark, trade name, trade secret, patent, database rights or other intellectual property right ("**IP Right**") in or to any FIS Property. All FIS Property are (i) trade secrets of FIS or its licensors, having great commercial value to FIS or its licensors, and (ii) owned solely and exclusively by FIS or its licensors, regardless of who participated in their creation or the medium of expression. FIS may use all of Client's comments and suggestions for the improvement of any FIS Property without accounting or reservation. Client shall not provide any such comments or suggestions that are confidential or proprietary to any third party. Client shall not alter, remove, obscure, tamper, or revise any proprietary, restrictive, trademark or copyright notice included with, affixed to, displayed in, encoded or recorded in, on or by a FIS Property, or fail to preserve all copyright and other proprietary notices in any Copy of any FIS Property made by Client. Client hereby unconditionally and irrevocably assigns, transfers, and conveys to FIS all of Client's right, title, and interest in and to any FIS Property and all IP Rights therein or thereto. Client shall take any action reasonably requested by FIS in order to perfect FIS' ownership of its IP Rights in or to any FIS Property. "**FIS Property**" means (i) any current or prospective Service, Software, PS Output, Specifications, or Output; (ii) the pricing, source code, visual expressions, and other parts, features, functions, user interfaces, and design features of such Services, Software, PS Output, Specifications or Output; (iii) the methods, algorithms, formulae, passwords, and concepts used in developing and/or incorporated into the Services, Software, PS Output, Specifications and Output; and (iv) any improvements, derivative works, modifications, customizations, enhancements, or work product related thereto (whether tangible or intangible, by whomever made). "**Output**" means documents, reports, statements and other output of the Services and Software, as may be more fully described in the Specifications, but excludes any Client Data.

6.2 Except as otherwise specifically permitted in the Agreement, Client shall not, shall not attempt to, and shall not permit any others to: (i) use any FIS Property for any purpose or in any manner not specifically authorized by the Agreement; (ii) make or retain any copy (including electronic or temporary copy) ("**Copy**") of any FIS Property; (iii) create or recreate the source code for any Solution, or re-engineer, reverse engineer, decompile or disassemble, attempt to derive the source code, trade secrets or know-how in or underlying, the FIS Property, except to the extent applicable Law requires that Client have the right to do so; (iv) modify, adapt, alter, translate or create derivative works from any FIS Property, or combine or merge any part of the FIS Property with or into any other software or documentation, except to the extent applicable Law requires that Client have the right to do so; (v) refer to, disclose or use any FIS Property as part of any effort to: (a) develop a program having any functional attributes, visual expressions or other features similar to those of any Solution; or (b) compete with FIS; (vi) sell, lease, rent, assign, transfer, market, license, reproduce, sublicense, distribute or grant to any third party, including any outsourcer, vendor, sub-contractor, consultant or partner, any right to use any FIS Property or allow any third party to use or have access to any FIS Property, whether on Client's behalf or otherwise; (vii) perform benchmark testing, or publish any results of any authorized benchmark testing, on any Solution; (viii) interfere with, modify, disrupt, or disable features or functionality of any Solution, including any such mechanism used to restrict or control the functionality, or defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of any Solution; (ix) attempt to gain unauthorized access to any Solution or its related systems or networks; or (x) use any Solution to conduct any type of application service provider, rental, service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any third party, whether on a fee basis or otherwise or use or otherwise provide, directly or indirectly, any Solution to or for the benefit of any third party. The Scope of Use of any Solution does not include any increased processing or use resulting from any merger, assignment, acquisition (regardless of form) involving Client subsequent to Client's procurement of any Solution.



6.3 FIS may change or remove any features, functions, brand, third-party provider, or other element of its systems or processes for a Solution (each, an **"Attribute"**) or provide a replacement for a Solution or Attribute from time to time, provided that neither the overall performance nor the fees for the Solution are materially adversely affected. Notwithstanding the foregoing, FIS may terminate Solution(s) or Attribute(s) (**"Sunset"**): (i) immediately upon any final regulatory, legislative, or judicial determination that providing such Solution or Attribute violates applicable Law, or (ii) upon providing reasonable prior notice to Client (but in no event less than one year for any Sunset of a Solution) so long as FIS is Sunsetting the Solution or Attribute for the clients of such Solution generally or the Attribute from the then-current general release of the Solution. If FIS Sunsets a Solution or Attribute, no damages, liquidated damages or other remedy will be available to or due from either party as a result of such Sunset, and Client shall be entitled to a refund of the portion of prepaid fees (if any) relating to Maintenance or hosting Services for the period after the Sunset takes effect.

6.4 Client shall obtain or provide all necessary rights, consents and notices for FIS and its agents to use the Client Data in accordance with the terms of the Agreement. Except to the extent specified in an Order, FIS shall not be deemed Client's official record keeper for regulatory or other purposes.

## 7. **Confidentiality.**

7.1 **"Confidential Information"** means all business or technical information disclosed by Disclosing Party to Receiving Party in connection with the Agreement. Client Confidential Information includes: (i) Client Data and the details of Client's computer operations and (ii) Client Personal Data. FIS Confidential Information includes: (i) FIS Property, (ii) FIS Personal Data and (iii) the terms of the Agreement. Except for Personal Data, neither party shall be obligated to preserve the confidentiality of any information that: (a) was previously known; (b) is a matter of public knowledge; (c) was or is independently developed without reference to or use of the other party's Confidential Information; (d) is released for disclosure with the other party's written consent; or (e) is received from a third party to whom it was disclosed by the Disclosing Party without restriction. FIS may use and disclose Client's name and logo as reasonably necessary to perform any Services. **"Personal Data"** means any information relating to an identified or identifiable natural person.

7.2 The party receiving Confidential Information (**"Receiving Party"**) of the other (**"Disclosing Party"**) shall not use Confidential Information for any purpose except as necessary to implement, perform or enforce the Agreement. Receiving Party will use the same reasonable efforts as it uses to protect its own proprietary information and data (but in any event not less than a reasonable standard of care) to: (i) keep all Confidential Information of Disclosing Party strictly confidential; (ii) not disclose the Confidential Information of Disclosing Party to anyone other than its Authorized Recipients; and (iii) only use Personal Data as permitted by applicable Laws. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. **"Authorized Recipient"** means: (a) with respect to Client, Client and any employee of Client, its Affiliate or agent, provided that the agent is not a competitor of FIS; and (b) with respect to FIS, FIS its Affiliates and their respective employees, contractors, or agents, in the case of (a) or (b) that has a reasonable need to know the Confidential Information in connection with the use or provision of the Services or Software and who are required to protect and restrict the use of the other party's Confidential Information in accordance with terms substantially similar to the requirements of the Agreement.

7.3 If Receiving Party believes the Confidential Information must be disclosed or made publicly available under applicable Law, an order of a court of competent jurisdiction or in response to a request from a governmental regulator, Receiving Party may do so provided that, to the extent permitted by such applicable Law, court of competent jurisdiction or governmental regulator, the Disclosing Party is given a reasonable opportunity to contest such disclosure and obtain a protective order, and shall in any event omit all pricing, service level or Solution specific information from any such disclosure or public filing, unless such omission is prohibited by Law.

7.4 Notwithstanding the foregoing, Client authorizes FIS to store (where applicable) and use all data provided by or on behalf of Client and/or its users of a Solution, including Customers, in connection with the Solution, and all information that is derived from such data, in order to provide the Solution, in order to improve FIS products and services, and to create Depersonalized Information. **"Depersonalized Information"** means data provided by or on behalf of Client, its users of a Solution, including Customers, in connection with the Solution, and all information that is derived from such data, that has had names and other personal information removed such that it is not reasonably linkable to Client, any person, household, or device. Client agrees that FIS is entitled to disclose such data and derived information to Authorized Recipients in order to facilitate its cleansing. FIS may disclose Depersonalized Information to third parties subject to FIS' compliance with applicable Law.

8. **Vendor Management and Diligence: Governmental Access.** To assist Client with its due diligence and vendor management responsibilities, FIS will provide electronic access to audit reports, third-party attestations and certifications (such as SSAE 18s, ISO certifications and PCI AoCs) and certain other information and testing results regarding the physical, technical and administrative controls utilized by FIS and the security of Client's Confidential





Information. FIS shall permit governmental agencies that regulate Client in connection with a Service to examine FIS' books and records and Client Data, to the same extent as if that Service were being performed by Client on its own premises, subject to FIS' confidentiality and security policies and procedures. If requested Client Data is accessible to Client through the Services, Client agrees to reimburse FIS for its costs and its time reasonably incurred in connection with such examination.

9. **Data Privacy.** If requested by Client or any data subject or regulator, FIS shall cooperate with Client as reasonably required to assist Client with Client's compliance with its legal obligations under applicable data protection Laws, and Client shall reimburse FIS for any time spent by FIS personnel as part of any such cooperation at FIS' then standard professional services rate, together with any out-of-pocket costs reasonably incurred. If FIS shall process any Personal Data from Client regarding individuals domiciled in countries outside of the United States (or to which the EU GDPR is otherwise applicable), such processing shall be in compliance with the Personal Data Processing Annex (found at <https://www.fisglobal.com/solutions/legal/fis-information-security>).

## 10. **Term and Termination.**

10.1 The term for the use of the Solution ("**Term**") shall be as stated in the Order, which may specify an initial term for the use of the Solution ("**Initial Term**") and subsequent renewal terms (each, a "**Renewal Term**"), in which event the Term shall collectively mean the Initial Term together with any such Renewal Terms. If an Order fails to state a Term, then such Order shall be deemed to have a Term of one (1) year.

10.2 Either party may terminate a Solution on thirty (30) days advance notice to the other party if: (i) the other party breaches any of its material obligations under the Agreement related to the Solution and does not cure the breach within thirty (30) days after receiving notice describing the breach in reasonable detail; or (ii) the other party discontinues performance under the Agreement related to the Solution because of a binding order of a court or regulatory body. If a breach capable of being cured cannot reasonably be cured within thirty (30) days, the non-breaching party may not terminate the Solution so long as the breaching party promptly commences work and completes correction within ninety (90) days of receiving notice of the breach. In lieu of termination, FIS may suspend provision of a Solution for non-payment (except for a Disputed Amount) by providing at least thirty (30) days prior notice.

10.3 In addition to the termination rights set forth above, upon written notice to Client, FIS may terminate a Solution, in whole or in part, without penalty, if FIS' agreement to use any third-party software or service upon which the Solution relies expires or is terminated; provided, however, that prior to any such termination, FIS shall use reasonable efforts develop a work around that allows Client to continue to receive the Solution or similar software or services without material interruption, reduction in quality, or increase in fees.

10.4 Upon termination or expiration of the Agreement or a Solution: (i) Client shall: (a) discontinue all use of the affected Solution(s) and Specifications, and (b) promptly return to FIS any Copies of the affected Solution(s), Specifications and related FIS Property; and. In the event that Client requests FIS dispose of Client Data, FIS shall, to the extent practicable, at Client's expense, and subject to Section 10.5, use reasonable efforts to comply with Client's written instructions regarding the disposition of Client Data or, if Client fails to give such instruction within thirty (30) days after such termination or expiration, then FIS will destroy Client Data in a manner designed to preserve its confidentiality.

10.5 If requested by Client, FIS shall provide termination services and deconversion assistance in accordance with a SOW at Client's expense. Prior to FIS providing transition services or deconversion assistance: (i) Client and any replacement service provider shall execute FIS' deconversion confidentiality agreement; (ii) Client shall fully pay all outstanding amounts; (iii) Client shall prepay FIS' fees for termination services and deconversion assistance; and (iv) the parties shall agree on a date for deconversion.

## 11. **Indemnities.**

11.1 FIS shall indemnify and defend Client against any third-party claim alleging that the Solution alone, as and when made available to Client by FIS and when properly used for the purpose and in the manner specifically authorized by the Agreement, infringes upon any patent duly issued as of the Order Effective Date, any copyright or any trade secret enforceable under applicable Law. If any infringement claim is, or in FIS' sole opinion may be, initiated, FIS may at its option and expense: (i) modify or replace all or part of the Solution; (ii) procure for Client the right to continue using the Solution; or (iii) remove all or part of the Solution. If FIS so removes all or a part of a Solution, then FIS shall (a) if Client has paid a one-time upfront initial license fee for the Software, refund to Client the corresponding portion of the license fee paid by Client to FIS for the Software, less a reasonable rental charge equal to one-sixtieth (1/60) of the initial license fee for each month of use following the Order Effective Date or (b) if Client is paying for use of the Solution on a recurring basis, refund to Client the unused portion of the recurring fee(s) paid by Client for the Solution, and in each such case, the Agreement shall terminate with respect to the Solution or part thereof removed. The remedies provided in this Section are the sole remedies for a claim of infringement or misappropriation hereunder.





11.2 Except for any claims solely caused by FIS' breach of the Agreement, Client shall defend FIS from and against any and all claims asserted against FIS by or on behalf of Client's users or Customer(s), and shall indemnify and hold harmless FIS from and against any damages, costs, and expenses of Client's users or Customer(s) awarded against FIS by a final court judgment or an agreement settling such claims.

11.3 The obligations in this Section 11 are contingent upon: (i) the indemnified party promptly notifying the indemnifying party in writing of any claims for which it seeks indemnity, including all materials received by the party related to the claim and an identification of the relevant Solution; (ii) the indemnifying party having sole control over the defense and settlement of such claims; (iii) the indemnified party reasonably cooperating during defense and settlement efforts; and (iv) the indemnified party not making any admission, concession, consent judgment, default judgment or settlement of such claim or any part thereof.

12. **Excluded Actions.** FIS is not obligated or liable under any provision of the Agreement for any performance problem, claim of infringement or other matter resulting, in whole or in part, from: (i) any modification of any Solution (other than a modification made solely by FIS); (ii) any use of a Solution in breach of the Agreement; (iii) any combination of the Solution with any other software, hardware, product, technology, data or services; (iv) any use of any version of a Solution other than the Supported Release; (v) Client's failure to implement corrections or changes to a Solution provided by FIS; (vi) Client's failure to subscribe to ongoing Maintenance if then offered for the Solution; (vii) any Embedded Software; (viii) any transaction processed on behalf of Client or its Affiliates, users, or Customers, including any credit, fraud or counterfeit losses; or (ix) any negligence or wrongful act or omission, or breach of the Agreement, by Client, or its Authorized Recipients, users or Customers.

13. **Disclaimer.** EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, THE SOLUTION, DOCUMENTATION AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS", AND ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS AND CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, QUALITY OF INFORMATION, QUIET ENJOYMENT OR OTHERWISE (INCLUDING IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, UNINTERRUPTED OR ERROR-FREE OPERATION, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT) ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIMED AND EXCLUDED FROM THE AGREEMENT.

#### 14. **Limitation of Liability.**

14.1 EACH PARTY'S TOTAL AGGREGATE LIABILITY UNDER OR RELATED TO THE AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE FEES ACTUALLY PAID BY CLIENT TO FIS UNDER THE AGREEMENT DURING THE TWENTY-FOUR (24) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT THAT IS THE BASIS FOR THE FIRST CLAIM.

14.2 UNDER NO CIRCUMSTANCES SHALL EITHER PARTY (OR ANY OF ITS AFFILIATES PROVIDING OR RECEIVING THE SOLUTION UNDER THE AGREEMENT) BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR LOSSES OR DAMAGES WHICH FALL INTO ANY OF THE FOLLOWING CATEGORIES: (i) LOST REVENUES; (ii) LOST PROFITS; (iii) LOSS OF BUSINESS; (iv) TRADING LOSSES; (v) INACCURATE DISTRIBUTIONS; OR (vi) ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY OF THE FOREGOING LOSSES OR DAMAGES RESULTING FROM CLIENT'S USE OF THE SOLUTION PROVIDED HEREUNDER, OR ARISING FROM ANY BREACH OF THE AGREEMENT OR ANY TERMINATION OF THE AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. AS BETWEEN CLIENT AND FIS, THE FOLLOWING SHALL BE DEEMED "DIRECT DAMAGES" FOR THE PURPOSES OF THE AGREEMENT: (a) ANY AND ALL DAMAGES, INCLUDING CONSEQUENTIAL AND SIMILAR DAMAGES, AWARDED TO A THIRD PARTY FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTION 11; (b) THE REASONABLE OUT-OF-POCKET COSTS INCURRED BY CLIENT IN THE PREPARATION AND DISTRIBUTION OF ANY NOTIFICATIONS REQUIRED BY APPLICABLE PRIVACY BREACH NOTIFICATION LAWS; AND (c) THE REASONABLE OUT-OF-POCKET COSTS INCURRED BY CLIENT IN PROVIDING CREDIT MONITORING SERVICES TO AFFECTED INDIVIDUALS FOR A PERIOD OF ONE (1) YEAR, IN EACH CASE OF (b) AND (c), TO THE EXTENT CAUSED BY THE UNAUTHORIZED DISCLOSURE OF CLIENT DATA RESULTING FROM FIS' FAILURE TO COMPLY WITH ITS OBLIGATIONS IN SECTION 7.

14.3 THE LIMITATIONS AND EXCLUSIONS SET FORTH IN SECTIONS 14.1 AND 14.2 SHALL NOT APPLY TO: (i) DAMAGES CAUSED BY EITHER PARTY'S FRAUD OR WILLFUL MISCONDUCT; (ii) A PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY DUE TO THAT PARTY'S NEGLIGENCE; (iii) BREACHES OF THE SCOPE OF USE; (iv) CLIENT'S OBLIGATION TO PAY FEES HEREUNDER AND DAMAGES ARISING FROM IMPROPER TERMINATION OF A SOLUTION, ORDER OR SOW BY CLIENT; OR (v) A PARTY'S LIABILITY FOR DAMAGES TO THE EXTENT THAT SUCH A LIMITATION OR EXCLUSION OF SUCH DAMAGES IS NOT PERMITTED BY



APPLICABLE LAW. THE LIMITATIONS SET FORTH IN SECTION 14.1 DO NOT APPLY TO CLAIMS FOR WHICH INDEMNIFICATION IS PROVIDED BY A PARTY UNDER SECTION 11.

15. **Export Restrictions.** FIS' Confidential Information is subject to export control Laws, including those of the United States of America. Client shall not import, export or utilize FIS' Confidential Information where a license or other authorization is required by Law without first securing such license or authorization.

16. **Insurance.** FIS shall maintain the following minimum insurance coverage and limits: (i) statutory workers' compensation in accordance with all federal, state, and local requirements; (ii) employer's liability insurance with limits of coverage of US\$1,000,000: (a) per accident, bodily injury (including death) by accident; (b) per bodily injury (including death) by disease; and (c) per employee for bodily injury (including death) by disease as required by the jurisdiction in which services are performed under the Agreement; (iii) commercial general liability with an aggregate of US\$2,000,000, and US\$1,000,000 per occurrence for bodily injury, property damage and personal injury; (iv) automobile liability insurance, including FIS-owned, leased, and non-owned vehicles with a single limit of US\$1,000,000; (v) property insurance, covering the hardware and other equipment used by FIS to provide services under the Agreement; (vi) professional and technology errors and omissions, including network security and privacy liability coverage, with limits of US\$5,000,000 per claim and in the aggregate; (vii) umbrella (excess) liability insurance for the above-referenced commercial general liability and employer's liability coverage in the amount of US\$5,000,000 per occurrence and in the aggregate; and (viii) crime insurance, with coverage extended to include property of Client in the care, custody, or control of FIS, or for which FIS is legally liable, with limits of US\$5,000,000 per claim and in the aggregate. Upon the reasonable request of Client, FIS shall furnish Client with a certificate of insurance as specified in the Agreement.

17. **Miscellaneous.**

17.1 The Agreement shall bind, benefit and be enforceable by and against FIS and Client and their respective permitted successors and assigns. Client shall not assign the Agreement or any of its rights hereunder, nor delegate any of its obligations hereunder, without FIS' prior written consent, except such consent shall not be required in the case of an assignment of the Agreement (but not of any individual rights or obligations hereunder) to: (i) a purchaser or successor to substantially all of Client's business (provided that such purchaser or successor's primary business operation prior to the assignment is substantially similar to that of Client); or (ii) an Affiliate of Client, and in the case of (i) or (ii), Client hereby guarantees the obligations of the assignee. Any express assignment of the Agreement, any change in control of Client (or its Affiliate in the case of an assignment to that Affiliate under this Section 17.1) and any assignment by merger or otherwise by operation of Law, shall constitute an assignment of the Agreement by Client for purposes of this Section 17.1.

17.2 The Agreement states the entire agreement and understanding between the parties and supersedes all prior representations, agreements and understandings, whether written or oral, relating to its subject matter. If a conflict exists between the FTCs and an Order or SOW incorporating the FTCs, the documents will take precedence over each other in the following order: (i) SOWs, (ii) Orders, and (iii) these FTCs. In entering into the Agreement, each party acknowledges and agrees that it has not relied on any representation, warranty, collateral contract or other assurance (whether negligently or innocently made), except those expressly set out in the Agreement. Except as otherwise set forth herein, the parties do not intend, nor shall there be, any third-party beneficiary rights, and the rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Agreement are not subject to the consent of any other person. A determination that any provision of the Agreement is invalid or unenforceable shall not affect the other provisions of the Agreement. No modification of the Agreement, and no waiver of any breach of the Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. No waiver of any breach of the Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of the Agreement. Termination of the Agreement, an Order, SOW or a Solution shall not impact any right or obligation arising prior to termination, and in any event, Sections 2, 6, 7, 13, 14, 15, and 17 of these FTCs shall survive termination of the Agreement. As used in the Agreement, the word "including" means including but not limited to.

17.3 All notices given in connection with the Agreement must be in writing and delivered via overnight or signed for delivery. Notices shall be delivered to the address stated in the Agreement. Notices to FIS shall include a copy (which shall not constitute notice) to the Chief Legal Officer at the same address.

17.4 FIS is an independent contractor. Neither FIS nor any of its representatives are an employee, partner or joint venturer of Client. The Solutions may be provided by FIS or its Affiliates or their respective subcontractors. FIS shall remain solely responsible for the work performed by its Affiliates and its, or its Affiliates', subcontractors. Client shall have no recourse, and shall assert no claim, against any subcontractor of FIS or its Affiliates. "Affiliate" means, with respect to a party, any entity which directly or indirectly, through one or more intermediaries, is controlled by, or is under common control with, such party. Nothing herein shall be deemed to make FIS personnel employees of Client and such personnel shall not be subject to background screening by Client or required to sign agreements directly with Client.



17.5 Except for Client's payment obligations, neither party shall be liable for any loss, damage or failure due to causes beyond its control, including strikes, riots, earthquakes, epidemics, terrorist actions, criminal acts by unrelated third parties, wars, fires, floods, weather, power failure, telecommunications outage, acts of any military, civil or regulatory authority, or acts of God ("**Force Majeure Event**"). This provision does not relieve FIS from its obligations to maintain and test disaster recovery plans for the Services.

17.6 The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement or its subject matter. The Agreement and any dispute, difference, controversy or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes, differences, controversies or claims) is governed by and shall be construed, resolved, and enforced in accordance with the Laws of the State of New York without regard to that state's choice-of-law provisions or principles. Except as otherwise provided in this Section, each party irrevocably agrees that any such dispute, difference, controversy or claim shall be settled by arbitration in the City of Jacksonville, Florida, administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules (including, when applicable, the AAA procedures for Large, Complex Commercial Disputes), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall decide any issues submitted in accordance with the provisions and commercial purposes of the Agreement and shall not have the power to award damages other than those described in the Agreement. Except as may be required by Law, or if necessary to obtain a judgment on the award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. Each party agrees that a claim of any breach of any of the confidentiality, non-use and intellectual property obligations of the Agreement and/or any infringement, ownership, and enforceability of any intellectual property right may result in irreparable injury to the other for which money damages would not adequately compensate, and each party shall be entitled to seek an injunction for any such claims. Notwithstanding the foregoing, each party irrevocably: (i) agrees that the Florida state courts located in the City of Jacksonville, Florida, Duval County, or the United States District Court for the Middle District of Florida, sitting in the City of Jacksonville, Florida, shall have exclusive jurisdiction to adjudicate any of the foregoing claims for injunctive relief and damages or the breach or validity of this Section, and consents to submit itself to the personal jurisdiction of such courts; (ii) agrees that such courts shall be the proper venue therefor; (iii) waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought; and (iv) waives the right to trial by jury in any such action or proceeding.

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## PRICING ATTACHMENT

AGRIBANK, FCB

REVISED: AUGUST 27, 2020

SUMMARY		
Description	Monthly/Occurrence	One-Time
Total SecurLOCK™ Processing	\$5,159.58	\$1,500
Total Tokenization	\$220.77	\$0
<b>Total FIS Investment</b>	<b>\$5,380.35</b>	<b>\$1,500</b>

## Assumptions Regarding Overall Fee Schedule:

1. All stated fees subject to annual price adjustments pursuant to the Agreement.
2. Disclosed Asset size is \$1,000,000 as of July 2020.
3. Travel related expenses or Pass through fees are not included with any of the products outlined above and will be invoiced on a pass-through basis.
4. Pricing subject to change if any Assumptions are not valid as stated in this Attachment.
5. Additional Services not listed in this pricing agreement with any of the products outlined above are available at FIS' then current rates.
6. Tax, Shipping or Third Party fees and required contractual agreements are not included in this proposal and are the responsibility of the Client.
7. Volumes for all product offerings listed in Pricing Attachment are estimates only and will be billed based on actual usage.
8. Web-Based, On-Site Training, Network Services, Hardware, software or additional implementation fees (Holding Company) will be quoted separately at FIS' then current rates.
9. Annually FIS will review client asset size and adjust the monthly and license fee based on Fee Schedule.
10. If the Third-Party provider of the listed services increases its fee to FIS, FIS may proportionately increase its fee to Client. The forgoing increase is in addition to annual fee adjustment described in Client's agreement.
11. Disclosed Account Volumes as of July 2020.

## PRICING ATTACHMENT

AGRIBANK, FCB

REVISED: AUGUST 27, 2020

SecurLOCK™ Processing					
Description	Volume	Fee	Monthly	Fee	Impl
<b>SecurLOCK™ (Credit) - Premium Full Service</b>					
Accounts on File (Per Open Card) <i>Implementation Fee reflects a 100.0% discount on List Price of \$1,500</i>	4,788	\$0.1000	\$478.80	\$1,500	Waived
Includes the following:					
- Standard Fraud Reports, Case Manager UI, Fraud Consulting Desk, Communicate Two-Way Alerts, Intelligence					
100% Real - Time Scoring (Per Authorization)	65,803	\$0.0250	\$1,645.08	n/a	n/a
Case Investigation Sheets (Per Month/Case)	87	\$25.00	\$2,175.00	n/a	n/a
Enhanced One Time Password <i>Implementation Fee reflects a 100.0% discount on List Price of \$500</i>	1	\$100.00	\$100.00	\$500	Waived
Block UI (Per Transaction) <i>Implementation Fee reflects a 100.0% discount on List Price of \$500</i>	65,803	\$0.0015	\$98.70	\$500	Waived
<b>Fraud and Dispute Chargeback - Full Service - Other (Non CSCU)</b>					
Chargeback Service (Includes one Online Training Session)	1	n/a	n/a	n/a	n/a
Retrieval (Per Item)	1	\$16.00	\$16.00	n/a	n/a
First Chargeback (Per Item)	6	\$16.00	\$96.00	n/a	n/a
Second Chargeback (Per Item)	-	\$16.00	\$0.00	n/a	n/a
Pre-arbitration (Per Item)	-	\$25.00	\$0.00	n/a	n/a
Arbitration (Per Item)	-	\$15.00	\$0.00	n/a	n/a
Pre-compliance (Per Item)	-	\$25.00	\$0.00	n/a	n/a
Compliance Filing (Per Item)	-	\$15.00	\$0.00	n/a	n/a
Good Faith Collection (Per Item)	-	\$25.00	\$0.00	n/a	n/a
Case Creation (close for no chargeback rights/response) (Per Case)	-	\$16.00	\$0.00	n/a	n/a
Fraud Cases (Per Case)	-	\$65.00	\$0.00	n/a	n/a
Enhanced Claims Elimination <i>Implementation Fee reflects a 100.0% discount on List Price of \$500</i>	1	n/a	n/a	\$500	Waived
<b>SecurLOCK™ Equip (Graduated) (Per User) (Credit) - Premium - Minimum Fee</b>					
<i>Qualified Rate Based on Combined Volumes of Credit and Debit Users</i>					
0 - 25,000	478	\$0.55	\$500.00	\$1,500	\$1,500
25,001 - 50,000	-	\$0.50	--	n/a	n/a
50,001 - 100,000	-	\$0.45	--	n/a	n/a
100,001 - 200,000	-	\$0.40	--	n/a	n/a
200,001 - 400,000	-	\$0.35	--	n/a	n/a
400,001 and Over	-	Quote	--	n/a	n/a
Cardholder Call Center - Credit	1	\$50.00	\$50.00	n/a	n/a
Cardholder Call Center (Per Minute)	-	\$1.50	\$0.00	n/a	n/a
<b>Total SecurLOCK™ Processing</b>			<b>\$5,159.58</b>		<b>\$1,500</b>

<b>Miscellaneous Fees</b>					
<b>Fraud and Dispute Chargeback</b>					
Enhanced Claims Elimination (Per Deflected Claim)				\$25	
Enhanced Claims Elimination Deflected Transaction Fee				Cost Plus 15%	
SecurLOCK™ Equip Customized Application Integration				Quote	

**Assumptions Regarding SecurLOCK™ Processing:**

1. SecurLOCK™ Equip Processing Standard Minimum Monthly Fee of \$500.
2. Client entered Fraud and Dispute Chargeback fees via On-line Entry System are included in the Standard Core maintenance transaction fee.
3. Dispute and Fraud claims under FIS minimum chargeback rules are passed through to the Financial Institution upon occurrence.

## PRICING ATTACHMENT

AGRIBANK, FCB

REVISED: AUGUST 27, 2020

Tokenization					
Description	Volume	Fee	Monthly	Fee	Impl
<b>Tokenization - Debit (Initial Purchase) and Credit (Initial Purchase)</b> <i>Implementation Fee reflects a 100.0% discount on List Price of \$7,000</i>	1	n/a	n/a	\$7,000	Waived
Implementation Includes the following: - FIS Setup into Visa Online and MasterCard Connect to support VDEP and MDES (express), Setup and Two distinct card arts - Token Provisioning Risk Parameter Setup and management, FIS Platform Setup, Coordination with Visa and MasterCard for Testing and go-live					
<b>Debit Services - FIS PaymentsOne - Non-League</b>					
Token Provisioning Processing Fee (Per Token Provisioned)	1	\$0.05	\$0.05	n/a	n/a
FIS Step-up Authentication (Per Financial Institution)	1	\$100.00	\$100.00	n/a	n/a
One-Time Passcode Single Set-Up <i>Implementation Fee reflects a 100.0% discount on List Price of \$300</i>	1	n/a	n/a	\$300	Waived
<b>Credit Services - B2K - Direct</b>					
Token Provisioning Processing Fee (Per Token Provisioned)	1	\$0.05	\$0.05	n/a	n/a
FIS Step-up Authentication (Per BIN) (Per Financial Institution) (Static)					
0 - 10	1	\$10.00	\$10.00	n/a	n/a
11 and Over	-	\$100.00	\$0.00	n/a	n/a
<b>Additional Services</b>					
Wallet Service Provider					
ApplePay (Debit & Credit)	1	n/a	n/a	\$3,000	Included
SamsungPay (Debit & Credit) <i>Implementation Fee reflects a 100.0% discount on List Price of \$3,000</i>	1	n/a	n/a	\$3,000	Waived
GooglePay (Debit & Credit) <i>Implementation Fee reflects a 100.0% discount on List Price of \$3,000</i>	1	n/a	n/a	\$3,000	Waived
Automated Consumer Notification - Debit <i>Implementation Fee reflects a 100.0% discount on List Price of \$300</i>	1	\$100.00	\$100.00	\$300	Waived
Automated Consumer Notification - Credit (Per BIN)	1	\$10.00	\$10.00	n/a	n/a
Email Notices (Per Notice)	1	\$0.0150	\$0.02	n/a	n/a
Post Card Notices (Per Notice)	1	\$0.6500	\$0.65	n/a	n/a
<b>Total Tokenization</b>			<b>\$220.77</b>		<b>\$0</b>
<b>Miscellaneous Fees</b>					
Additional Card Art (Per Distinct Image)					\$250
Debit Network Setup (Non-NYCE) (Per Network)					\$500
FIS Step-up Authentication custom setup authentication rules					Quote
Deconversion Fee					Quote

## Assumptions Regarding Tokenization:

- FIS will provide and maintain default token provisioning rules in Visa Risk Manager and MasterCard Connect free of charge. These parameters govern when and how tokens can be provisioned to devices. Financial Institutions agree to accept FIS - defined token provisioning parameters, and absolve FIS of all risk and liability associated with token provisioning.

**ORDER**

**Prepared for: AgriBank, FCB**  
 30 E. 7th Street Suite 1600  
 Saint Paul, MN 55101  
**Order Effective Date: 9/30/2020**

Fidelity Information Services, LLC  
 601 Riverside Avenue  
 Jacksonville, FL 32204-2946

This Order is governed by the FIS Terms and Conditions between **AgriBank, FCB** ("**Client**") and **Fidelity Information Services, LLC** dated 8/31/2020 ("**FTCs**"). This Order together with each Order entered into between Fidelity Information Services, LLC ("**FIS**") and Client form the Agreement as such term is used in the FTCs. The Solution Terms below apply to the referenced Solutions, in addition to the FIS Terms and Conditions. By signing this Order, Client agrees to purchase the Services and license the Software listed on the attached pricing attachment(s).

**SOLUTIONS & TERM**

<b>Solution</b>	<b>Applicable Solution Terms (Attached)</b>	<b>Initial Term</b>	<b>Renewal Term</b>
3-D Secure	3-D Secure Service Solution Terms	60 Months	12 Months
Debit Card Processing	SecurLOCK Service Solution Terms, Payment Processing and Gateway Service Solution Terms, Tokenization Service Solution Terms	60 Months	12 Months
FIS Card Personalization	Card Personalization and Fulfillment Service Solution Terms	60 Months	12 Months
ePix	ePix Solution Terms	60 Months	12 Months
Fraud and Dispute Chargeback	Payment Processing and Gateway Service Solution Terms	60 Months	12 Months
BASE2000	Payment Processing and Gateway Service Solution Terms, eZCardInfo Service Solution Terms	60 Months	12 Months
SecurLOCK™	Payment Processing and Gateway Service Solution Terms, SecurLOCK Service Solution Terms	60 Months	12 Months
SecurLOCK Premium	SecurLOCK Service Solution Terms	60 Months	12 Months
SecurLOCK™ EQUIP	SecurLOCK Service Solution Terms, SecurLOCK Equip Service Solution Terms	60 Months	12 Months

1. Each Service on this Order will begin on the Commencement Date (as defined in the FIS Terms and Conditions) for that Service and continue for the initial term in the table above (the "**Initial Term**"). After the Initial Term, or the then current Renewal Term, the term of the Service automatically renews for successive renewal terms as set forth in the table above (each, a "**Renewal Term**") unless terminated by Client or FIS in writing at least 90 days prior to the last day of the Initial Term or of the then current Renewal Term. The attached Solution Termination Terms apply to the Solutions in this Order.

2. **One Time Credit:** In consideration of Client entering into this Order, including the above-identified Addenda for the Services and Software thereunder for the Initial Term, FIS agrees to provide Client with a credit in the amount of One Hundred Ten Thousand Dollars (\$110,000) to be used against invoiced products or Services pursuant to FIS' customary invoice process (the "Credit"). The Credit will be applied pursuant to the direction of the Client, provided Client gives FIS adequate notice of how it intends to use the Credit within a particular billing cycle and Client does not attempt to apply the Credit to pass-through costs. Notwithstanding anything in the Agreement to the contrary and in addition to any other remedy therein provided, in the event the Agreement is terminated prior to the expiration of the Initial Term other than due to FIS's uncured material breach, Client shall reimburse FIS the unearned amount of the Credit calculated as the amount of Credit actually used divided by 60 multiplied by the number of months remaining in the Initial Term; such reimbursement shall be in addition to Client's payment of Liquidated Damages, as applicable, deconversion and transition assistance fees and other amounts due from Client under the Agreement.

3. For the avoidance of doubt, Client is not purchasing Software under this Order. Accordingly, section 5 of the FTCs does not apply to this Order.

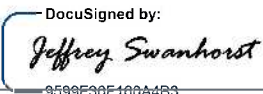


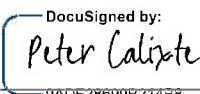


4. This Order may be executed and delivered by electronic means. Electronic signatures will be deemed original signatures for all purposes and will legally bind the parties to the same extent as an original signature. In the event of any conflict between this Order and the FTCs, the terms of this Order govern the Solutions on this Order.

**AGRIBANK, FCB**

**FIDELITY INFORMATION SERVICES, LLC**

Signature:   
DocuSigned by:  
9599F30F100A4B3...  
Name: Jeffrey Swanhorst  
Title: CEO  
Date: September 30, 2020 | 08:40 EDT

Signature:   
DocuSigned by:  
9ADF28699B214B6...  
Name: Peter Calixte  
Title: Contract Manager  
Date: October 9, 2020 | 12:34 EDT



## SOLUTION TERMS

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1. **3-D Secure Service Solution Terms.** FIS may use and disclose Client's transaction data, including, without limitation, fraudulent authentication attempts that fail, fraudulent authorization attempts that are not approved, and fraudulent transactions (i.e. disputes), to enable the training of newer models (collectively, the "3-D Secure Data") to: (i) develop, maintain, and update the Service to learn the patterns associated with fraud and non-fraud transactions; and (ii) undertake research into new fraud methods and detection techniques, which may result in the development of new versions and variants of the Service or new service offerings or enhancements at FIS' sole discretion. All 3-D Secure Data input to the Service for development and training shall be anonymized. In the event Client stops using the Service, Client acknowledges and agrees that Client's 3-D Secure Data that was used to develop and train the Service will not be deleted or purged and will continue to be used to develop the Service.

2. **Card Personalization and Fulfillment Service Solution Terms.** Client shall comply with VISA, MasterCard, Discover, AMEX and other applicable network association rules which govern the issuance of cards. Client shall exclusively procure its card materials from FIS. For purposes of determining FIS' cap on damages under the Agreement, the amount of fees paid by Client for the Service will exclude pass-through fees, including postage and shipping charges. Delivery of cards shall be deemed complete upon FIS' delivery of the supply of cards to either FIS' designated presort company, the United States Post Office, a common carrier or courier, or Client's designated employee or agent. Client shall bear all risk of loss associated with the cards once delivery of the cards is complete.

3. **ePix Service Solution Terms.** If Client fulfills card orders with images, artwork, pictures, or designs chosen from Client's custom gallery ("Client Gallery") or from those uploaded by a cardholder through the DYO option of the Service, then FIS will host a Client-specific web page ("Client Web Page") for use by Client and its Customers. Prior to using the Client Web Page, each Customer must agree to the website terms and conditions ("Terms of Use") set forth in the Specifications. All images within FIS' gallery ("FIS Gallery") are the property of FIS or its licensors. If Client fulfills orders with images, artwork, pictures or designs chosen from the FIS Gallery, FIS grants Client a limited, non-exclusive, royalty-free license to use such content solely as necessary to produce and fulfill card orders made under the Agreement. Client shall obtain an acknowledgement from each Customer that uploads DYO content that it is the owner of the DYO content or has obtained all necessary consents or licenses to use the DYO content. As a condition on the use of the DYO content, FIS may require substantiation of the foregoing. Client shall obtain from its Customers all necessary rights and consents for FIS to use the DYO content as necessary to provide the Service and as contemplated hereunder. Client shall indemnify and defend FIS from and against any and all claims, losses or liabilities arising out of or related to the DYO content or any of the content within or derived from the Client Gallery. FIS disclaims all liability arising out of or relate to the DYO content and any of the content within or derived from the Client Gallery. Client shall comply with all applicable network association requirements regarding card content, design and format (e.g., VISA, MasterCard and Discover). Client shall obtain the necessary network association approval for card content, design and format for Client's card program(s) prior to commencement of the Service.

4. **eZCardInfo Service Solution Terms.** FIS shall be entitled to use Client Data and Customer information to market the Service to current and prospective Customers. A telecommunications provider may require Client to agree to additional terms in order for the Service to continue to be available through such operator's network. Client will be deemed to accept such additional terms if end users (i.e., an individual or a Card Company) access and use the Service via such operator's network. If Client purchases single sign-on capabilities for the Service, Client's third-party provider shall be required to enter into FIS' mutual confidentiality agreement. In the event Client makes the Service available to a third-party commercial or business card company ("Card Company"), the Card Company shall enter into a written agreement with Client that is substantially similar to and no less restrictive than or protective of FIS than the terms of the Agreement. Client agrees that a Card Company's failure to comply with the requirements of the Agreement that are applicable to Client shall constitute a breach of the Agreement by Client. Client shall indemnify, defend and hold FIS harmless from and against any and all losses, claims, demands, penalties, actions, causes of action, suits, obligations, liabilities, damages, delays, costs or expenses, including reasonable attorney's fees arising in connection with a Card Company's use of the Service.

5. **Payment Processing and Gateway Service Solution Terms.** Client shall comply with the operating rules, bylaws, and requirements of all payment networks in which Client participates and/or accesses through the Service ("Operating Rules"). Client shall be responsible for all fines, fees, penalties and charges resulting from its failure to comply with the Operating Rules. If FIS clears or settles transactions and/or processes payments on Client's behalf, then FIS may require Client to establish and maintain a clearing or settlement account ("Settlement Account") with a minimum balance reasonably determined by FIS. Client may designate the account of an Independent Sales Organization as the Settlement Account for purposes of this Section with FIS' prior written consent. Immediately upon FIS' request, Client shall reimburse FIS for any amounts remitted by FIS to third parties in settlement of transactions processed on Client's behalf. FIS shall not be responsible for any settlement errors or deficiencies reported to FIS after



the applicable payment network's allotted time period for adjustment. FIS may pass through to Client a share of any costs incurred by FIS in making mandatory changes, upgrades, or modifications to the Services or FIS's processing systems in order for FIS or the Services to remain compliant with changes in applicable Law or the card network rules and requirements applicable to FIS as a third-party provider of the Services (e.g., mandates issued by Visa, MasterCard, etc.); provided, however, that the amount of such costs passed through to Client during each year of the Term shall not exceed the lesser of (i) \$0.00031 multiplied by the number of debit signature posted/settled transactions in the relevant year and (ii) ten thousand dollars (\$10,000). Upon written notice to Client, FIS may also charge Client additional fees for a Service in the event FIS makes changes or modifications to the Services or its processing systems in order for Client to remain compliant with the Network rules and requirements applicable to Client as a recipient of the Service. Client's sole remedy and FIS' sole obligation for an Output error shall be to correct the error by reprocessing the affected Client Data or preparing and issuing new Output at no additional cost to Client; provided, however, that reprocessing required due to Client error, omission or delay shall be performed at Client's expense.

**6. SecurLOCK™ Equip Service Solution Terms.** The Term for the Services shall be coterminous with the Term of the corresponding credit or debit card processing Services provided under the Agreement. Client shall comply with all applicable rules and regulations relating to payment card networks.

**7. SecurLOCK™ Service Solution Terms.**

7.1 Client shall only use the Service for its Customer accounts that had a balance or any monetary or non-monetary transaction or authorization during the applicable activity month ("**Active Accounts**"). Client shall not use any third-party software provided in connection with the Service in conjunction with any product or service other than the Service. Client shall participate, via FIS, in Fair Isaac Corporation's ("**Fair Isaac**") Fraud Control Consortium ("**Fair Isaac Consortium**") which permits Fair Isaac to collect and analyze data on card fraud for the purpose of identifying fraud trends and fraudulent behavior. Client authorizes FIS to provide to Fair Isaac encrypted Client Data and other information requested from time to time by Fair Isaac for use by the Fair Isaac Consortium in connection with: (a) Fair Isaac and its affiliates' products and services; (b) in connection with and as part of any Fair Isaac Consortium data; and (c) other research, consulting and development activities of Fair Isaac and its affiliates. If Client Data is not provided in accordance with Fair Isaac's requirements, Client may experience performance issues. Client's participation in the Fair Isaac Consortium may be terminated if Client does not provide Client Data in an acceptable format. In such event, the Client will be required to license a custom model directly from Fair Isaac. Client represents and warrants that it: (a) has sufficient ownership rights in the Client Data to cause it to be delivered to Fair Isaac and used for the purposes set forth and allowed in the Agreement; and (b) has obtained all consents and has provided all legally required notices necessary with respect to the intended disclosure and uses of Client Data. Client shall indemnify and hold harmless Fair Isaac from and against any and all losses, claims or damages incurred by Fair Isaac arising from or in connection with a breach of these representations and warranties.

7.2 The Service, the Fair Isaac proprietary software, and any related documentation contain confidential and proprietary information belonging to Fair Isaac and its licensors and shall be treated as Confidential Information hereunder. If Client is served with any subpoena or other legal process or a court or governmental request or order requiring or purporting to require the disclosure of any of Fair Isaac's confidential information, Client shall, unless prohibited by law, promptly notify FIS and/or Fair Isaac of such fact and cooperate fully with Fair Isaac in seeking a protective order, seeking to limit, or appealing any such legal process to the extent deemed appropriate by Fair Isaac. Fair Isaac shall not be responsible for any losses, damages or liabilities, including but not limited to direct, indirect, special, incidental, or consequential damages, whether in contract, tort (including negligence), strict liability or under any other theory, incurred by Client, its agents, or any Customers, caused by failures, inaccuracies or errors in the operation of the Service, or other claims associated with the Service or the functions and services provided by FIS and/or Fair Isaac in connection with the use of the Service.

**8. Tokenization Service Solution Terms.**

8.1 For MasterCard issuing Clients only, Client will be subject to MasterCard's pricing, rules and regulations for use of the MasterCard Digital Enablement Service ("**MDES**") and the MasterCard Digital Enablement Express program ("**MDEX**"). If Client is a Principal (as such term is defined in the MasterCard Rules) in a MasterCard payments network, Client will be required to agree to the pricing, rules and regulations applicable to MDES and/or MDEX prior to the commencement of the Tokenization Services. If Client is an Affiliate (as such term is defined in the MasterCard Rules), in a MasterCard payments network, Client authorizes FIS to agree to the MDES and/or MDEX pricing, rules and regulations on Client's behalf. Client will comply with the MDES and MDEX rules and regulations during the term of the Tokenization Services.

8.2 For VISA issuing Clients only, Client will be subject to VISA's pricing, rules and regulations for use of the VISA Digital Enablement Program ("**VDEP**"). If Client is a Principal (as such term is defined in the VISA Rules) in a VISA payments network, Client will be required to agree to the pricing, rules and regulations applicable to VDEP prior to the commencement of the Tokenization Services. If Client is an Affiliate (as such term is defined in the VISA Rules) in a



VISA payments network, Client authorizes FIS to agree to the VDEP pricing, rules and regulations on Client's behalf. Client will comply with the VDEP rules and regulations during the term of the Tokenization Services.

**9. Solution Termination Terms.** If a Solution is terminated by FIS prior to the end of its term due to an uncured breach of the Agreement by Client, as provided in the termination provision of the FTCs, or pursuant to specific termination right provided in the Solution Terms applicable to the Solution; or if Client terminates a Solution prior to the end of its term except as otherwise permitted in the FTCs or Solution Terms applicable to the Solution, then Client shall pay FIS, in addition to any other amounts owed, liquidated damages equal to: (i) the greater of (a) fifty percent (50%) of the average monthly fees incurred for each such Solution during the preceding six (6) months (or, during such shorter period if the Solution has been in production for less than six (6) months), or (b) fifty percent (50%) of any minimum fees due for each such Solution, in each case multiplied by the number of months remaining in the then current period applicable to each such Solution; plus (ii) any out of pocket expenses directly incurred by FIS as a consequence of the termination; plus (iii) any credits or incentives given to Client by FIS on or before the Commencement Date each such Solution; plus (iv) any unpaid one-time fees relating to the terminated Solution (including implementation fees relating to each terminated Solution, whether billed or unbilled). If termination of the obligation to provide a Solution occurs prior to the Commencement Date of such Solutions, then the amount due under subsection (i) above will be calculated using the greater of (x) fifty percent (50%) of the minimum monthly amount due for each such Solution, if any, or (y) fifty percent (50%) of the estimated monthly charge for the Solution (as set forth in the pricing attachment), in each case multiplied by the term applicable to the Solution. Client shall not be entitled to a refund of any pre-paid amounts.

## PRICING ATTACHMENT

AGRIBANK, FCB

REVISED: JUNE 12, 2020

SUMMARY		
Description	Monthly/Occurrence	One-Time
Total FIS EFT Processing - FIS PaymentsOne	\$11,177.85	\$0
Total SecurLOCK™ Processing	\$8,476.54	\$1,500
<b>Total FIS Investment</b>	<b>\$19,654.39</b>	<b>\$1,500</b>

## Assumptions Regarding Overall Fee Schedule:

1. All stated fees subject to annual price adjustments pursuant to the Agreement.
2. Disclosed Asset size is \$1,000,000 as of June 2020.
3. Travel related expenses or Pass through fees are not included with any of the products outlined above and will be invoiced on a pass-through basis.
4. Pricing subject to change if any Assumptions are not valid as stated in this Attachment.
5. Additional Services not listed in this pricing agreement with any of the products outlined above are available at FIS' then current rates.
6. Tax, Shipping or Third Party fees and required contractual agreements are not included in this proposal and are the responsibility of the Client.
7. Volumes for all product offerings listed in Pricing Attachment are estimates only and will be billed based on actual usage.
8. Web-Based, On-Site Training, Network Services, Hardware, software or additional implementation fees (Holding Company) will be quoted separately at FIS' then current rates.
9. Annually FIS will review client asset size and adjust the monthly and license fee based on Fee Schedule.
10. If the Third-Party provider of the listed services increases its fee to FIS, FIS may proportionately increase its fee to Client. The forgoing increase is in addition to annual fee adjustment described in Client's agreement.
11. Disclosed Account Volumes as of June 2020.



## PRICING ATTACHMENT

AGRIBANK, FCB

REVISED: JUNE 12, 2020

FIS EFT Processing - FIS PaymentsOne					
Description	Volume	Fee	Monthly	Fee	Impl
ATM/EFT Network Services (Debit Card Processing) (Per Institution)	1	\$350.00	\$350.00	\$15,000	Waived
<i>Implementation Fee reflects a 100.0% discount on List Price of \$15,000</i>					
Includes the following:					
- Base EFT Card Issuing Processing Support, Online Host Interface Non-FIS, any Card Program, Basic Report Delivery, UI access					
Signature Based Authorizations (Per Transaction)	197,409	\$0.025	\$4,935.23	n/a	n/a
PIN-based Transaction Volumes (Per Transaction)	1	\$0.025	\$0.03	n/a	n/a
Settlement/Clearing-based Transaction Volumes (Per Transaction)	187,538	\$0.010	\$1,875.38	n/a	n/a
Switch and Route Transactions - NYCE (Per Transaction)	1	Waived	Waived	n/a	n/a
Switch and Route Transactions - Non - NYCE (Per Transaction)	197,409	\$0.010	\$1,974.09	n/a	n/a
EMV/Chip Authorizations - Standard (Per Authorization)	29,319	\$0.0017	\$49.84	n/a	n/a
Chip Card Issuer - Standard					
<i>Implementation Fee reflects a 100.0% discount on List Price of \$7,500</i>	1	n/a	n/a	\$7,500	Waived
Contactless EMV Card - Standard	-	n/a	n/a	\$7,500	\$0
Card File Residency (Per Card)	14,702	\$0.030	\$441.06	n/a	n/a
Card Activation Processing (Per Activation)					
<i>Implementation Fee reflects a 100.0% discount on List Price of \$550</i>	399	\$0.25	\$99.75	\$550	Waived
Instant Issue Support Services (Per Card)	-	\$0.50	\$0.00	n/a	n/a
PIN Change (Per Change)	1	\$0.250	\$0.25	n/a	n/a
Network Connections					
<i>Implementation Fee reflects a 100.0% discount on List Price of \$2,400</i>	1	\$100.00	\$100.00	\$2,400	Waived
Cirrus, MasterCard					
Affiliate Quarterly Reporting	1	\$50.00	\$50.00	n/a	n/a
Chargebacks (Per FI)					
<i>Implementation Fee reflects a 100.0% discount on List Price of \$500</i>	1	n/a	n/a	\$500	Waived
FIS Managed Chargebacks (Per Standard Case)	-	\$26.00	\$0.00	n/a	n/a
Standard Case - Includes Chargeback and Representment (Per Case)	16	\$16.00	\$256.00	n/a	n/a
Enhanced Case - Includes Arbitrations and Compliance Cases (Per Case)	-	\$25.00	\$0.00	n/a	n/a
Retrieval Request (Per Request)	-	\$10.00	\$0.00	n/a	n/a
Debit Insights					
<i>Implementation Fee reflects a 100.0% discount on List Price of \$750</i>	1	n/a	n/a	\$750	Waived
Card Analytics (Static)					
0 - 7,500	-	\$149.00	\$0.00	n/a	n/a
7,501 - 17,500	1	\$399.00	\$399.00	n/a	n/a
17,501 - 40,500	-	\$699.00	\$0.00	n/a	n/a
40,501 - 50,000	-	\$999.00	\$0.00	n/a	n/a
50,001 and Over	-	Quote	\$0.00	n/a	n/a
3-D Secure Monthly Issuers Fee Hosted					
<i>Implementation Fee reflects a 100.0% discount on List Price of \$500</i>	1	\$50.00	\$50.00	\$500	Waived
Active Cards (Per Card)	1	\$0.088	\$0.09	n/a	n/a
Authentication Transaction Fee (Per Transaction)	1	\$0.027	\$0.03	n/a	n/a
One-Time Passcode (OTP) (Per Request)					
<i>Implementation Fee reflects a 100.0% discount on List Price of \$50</i>	1	\$0.02	\$0.02	\$50	Waived
Billing Account Updater Implementation (Per Prefix) - VISA					
<i>Implementation Fee reflects a 100.0% discount on List Price of \$100</i>	1	n/a	n/a	\$100	Waived
Accounts on File (Per Account on File)	1	\$0.0059	\$0.01	n/a	n/a
Records on File (Per Account on File)	1	\$0.0660	\$0.07	n/a	n/a
Lost/Stolen Services (Including Warn Bull) (Per Card)	36	\$8.25	\$297.00	n/a	n/a
File Delivery - File and Non-Package File Handling (Per File)	30	\$10.00	\$300.00	n/a	n/a
<b>Total FIS EFT Processing - FIS PaymentsOne</b>			<b>\$11,177.85</b>		<b>\$0</b>

## Assumptions Regarding FIS EFT Processing - FIS PaymentsOne:

1. Monthly pricing includes an average unit fee discount of 15.01% (may vary based on required minimum).
2. Refer to the Card Production Fee Schedule for pricing.
3. Network implementation fees do not include network fees for database maintenance or membership costs.
4. Other miscellaneous EFT services may be provided by FIS at Client's request for the fees set forth in the EFT Miscellaneous Services Fee Schedule.
5. Client is responsible for Telecom Provider pass through Fees.

## PRICING ATTACHMENT

AGRIBANK, FCB

REVISED: JUNE 12, 2020

SecurLOCK™ Processing					
Description	Volume	Fee	Monthly	Fee	Impl
<b>SecurLOCK™ (Debit) - Premium Full Service</b>					
Accounts on File (Per Open Card)					
<i>Implementation Fee reflects a 100.0% discount on List Price of \$1,500</i>	14,702	\$0.1000	\$1,470.20	\$1,500	Waived
Includes the following:					
- Standard Fraud Reports, Case Manager UI, Fraud Consulting Desk, Communicate Two-Way Alerts, Intelligence					
100% Real - Time Scoring (Per Authorization)	197,409	\$0.0250	\$4,935.23	n/a	n/a
Case Investigation Sheets (Per Month/Case)	59	\$25.00	\$1,475.00	n/a	n/a
Block UI (Per Transaction)					
<i>Implementation Fee reflects a 100.0% discount on List Price of \$500</i>	197,409	\$0.0015	\$296.11	\$500	Waived
<b>Subtotal SecurLOCK™ Processing</b>			<b>\$8,176.54</b>		<b>\$0</b>
<b>SecurLOCK™ Equip (Graduated) (Per User) (Debit) - Premium - Minimum Fee</b>					
<i>Qualified Rate Based on Combined Volumes of Credit and Debit Users</i>					
0 - 25,000	1	\$0.55	\$300.00	\$1,500	\$1,500
25,001 - 50,000	-	\$0.50	--	n/a	n/a
50,001 - 100,000	-	\$0.45	--	n/a	n/a
100,001 - 200,000	-	\$0.40	--	n/a	n/a
200,001 - 400,000	-	\$0.35	--	n/a	n/a
400,001 and Over	-	Quote	--	n/a	n/a
<b>Subtotal SecurLOCK™ Equip</b>			<b>\$300.00</b>		<b>\$1,500</b>
<b>Total SecurLOCK™ Processing</b>			<b>\$8,476.54</b>		<b>\$1,500</b>
<b>Miscellaneous Fees</b>					
<b>SecurLOCK™ Equip</b>					
Customized Application Integration					Quote

## Assumptions Regarding SecurLOCK™ Processing:

1. SecurLOCK™ Equip Processing Standard Minimum Monthly Fee of \$500 has been discounted by 40.0% and the Revised Minimum is \$300.
2. Monthly pricing includes an average unit fee discount of 2.31% (may vary based on required minimum).



## 1. Authorizations

### 1.1 Consumer

Monthly Volume			
<u>From</u>	<u>To</u>	<u>Rate</u>	<u>Billed</u>
1	100,000	\$0.0510	/authorization
100,001	200,000	\$0.0440	/authorization
200,001	400,000	\$0.0370	/authorization
400,001	600,000	\$0.0330	/authorization
Over	600,000	\$0.0310	/authorization

### 1.2 Commercial

Monthly Volume			
<u>From</u>	<u>To</u>	<u>Rate</u>	<u>Billed</u>
1	100,000	\$0.0037	/authorization
100,001	200,000	\$0.0740	on file
200,001	400,000	\$0.0660	/authorization
400,001	600,000	\$0.0590	/authorization
Over	600,000	\$0.0530	/authorization

### 1.3 Authorization Name Matching

\$0.00300 /consumer authorization

### 1.4 Host System EMV/Chip Card Processing

#### 1.4.1 Standard Implementation

Rate Billed

\$750.00 /1st BIN

#### 1.4.2 Custom Implementation

\$250.00 /subsequent BINs

#### 1.4.3 Chip Authorization Requests (in addition to rates set forth above)

Quote

#### 1.4.4 EMV Script Management

\$0.00170 /auth request

EMV Accounts on File			
<u>From</u>	<u>To</u>	<u>Rate</u>	<u>Billed</u>
1	1,000	\$50.00	/month
1,001	5,000	\$100.00	/month
5,001	20,000	\$250.00	/month
Over	20,000	\$500.00	/month

#### 1.4.5 EMV Scripting, ea. issuer-initiated script delivered/executed for an account.

\$0.10 /each

## 2. Transactions

2.1 Transaction Processing - Applies to each sale, purchases, return and cash advance; includes processing and posting to cardholder account.

Monthly Volume			
<u>From</u>	<u>To</u>	<u>Rate</u>	<u>Billed</u>
1	100,000	\$0.1300	/transaction
100,001	200,000	\$0.1200	/transaction
200,001	400,000	\$0.1100	/transaction
400,001	600,000	\$0.1000	/transaction
Over	600,000	\$0.0900	/transaction

2.2 System Generated Transaction Fees – Annual fees, late fees, over-limit fees, currency conversion fees, cardholder pay insurance, cardholder pay card enhancements and other issuer-assessed fees.

\$0.0530 /transaction

2.3 Visa/MC interface/settlement fee. Applies to each sale, credit and cash advance.

\$0.0560 /transaction

### 2.4 Transaction Level Pricing

## Fidelity Information Services, LLC

## Credit Card Processing Pricing

## Attachment K

2.4.1 TLP Screening Charge - Includes use and maintenance of multiple billing plans at the account level. Screening each transaction/account to determine if the transaction/account meet the criteria for posting to a special pricing plan.

\$0.0020 /transaction

2.4.2 TLP Premium Posting Charge - Posting (applies only to transactions which

Number of Accounts		Rate	<u>Billed</u>
<u>From</u>	<u>To</u>		
1	15,000	\$0.0450	/qualifying transaction
15,001	30,000	\$0.0400	/qualifying transaction
30,001	45,000	\$0.0350	/qualifying transaction
Over	45,000	\$0.0300	/qualifying transaction

## 3. Payment Processing

3.1 Financial Institution Captured Payments – Posting records received via file transmission or financial institution entered via on-line system.

Rate                      Billed  
\$0.0350 /payment posted

3.2 Payments ACH/Autopay examples include payments originating from FIS based on predefined autopay criteria or cardholder initiates payment through use of the cardholder website.

\$0.1360 /payment posted

3.3 Lockbox payment services: includes mail opening, remittance processing, deposit and posting to cardholder accounts.

	Monthly Lockbox Volume		Rate	<u>Billed</u>
	<u>From</u>	<u>To</u>		
Single matched check	1	25,000	\$0.2500	/each
	25,001	50,000	\$0.1950	/each
	50,001	100,000	\$0.1700	/each
	100,001	250,000	\$0.1300	/each
	Over	250,000	\$0.1250	/each
Single unmatched check	1	25,000	\$0.2800	/each
	25,001	50,000	\$0.2100	/each
	50,001	100,000	\$0.1850	/each
	100,001	250,000	\$0.1450	/each
	Over	250,000	\$0.1400	/each
Multiple document	1	25,000	\$0.3700	/each
	25,001	50,000	\$0.3150	/each
	50,001	100,000	\$0.2900	/each
	100,001	250,000	\$0.2500	/each
	Over	250,000	\$0.2450	/each
Check only	1	100,000	\$0.3400	/each
	Over	100,000	\$0.3200	/each

## 3.4 Pay by Phone

3.4.1 Pay by phone – CSR: acceptance and processing of a cardholder payment by an FIS customer service representative along with written confirmation of the transaction.

Rate                      Billed  
\$5.00 /payment

3.4.2 Pay by phone –IVR: acceptance and processing of a pay by phone transaction by the FIS interactive voice response unit along with written confirmation of the transaction. Fee is for each payment.

\$2.00 /payment

## 3.5 Real Time Payments

\$0.50 /payment

## 4. Record Retention/File Residency

## 4.1 Record Retention/File Residency

## Fidelity Information Services, LLC

## Credit Card Processing Pricing

## Attachment K

Record retention includes computer storage during all or any portion of a month of each credit card account issued by Financial Institution (including charged-off accounts) that appear on the master file that FIS maintains for the Financial Institution, as well as the electronic capture of all transactions and reports and their retention for the time period required by Visa and MasterCard.

Type	Rate	Billed
Consumer Accounts	\$0.050	/account
Commercial Accounts	\$0.100	/account
Company Account Records	\$0.350	/account
Central Bill Accounts	\$0.350	/account

## 5. File maintenance

5.1 New account boarding

5.2 File maintenance

Rate	Billed
\$0.035	/each new account
\$0.035	/each update to date of last maintenance

5.3 Special changes (items taken via phone requiring immediate attention).

\$10.00	/each
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## 6. System Access

6.1 ServiceView – GUI customer service system interface to Bancard system (all screens are GUI). Amount includes user allowance.

## Number of Accounts

	From	To	Rate	Billed
Tier 1 (includes 2 users)	1	500	\$250.00	/month
Tier 2 (includes 3 users)	501	1,000	\$280.00	/month
Tier 3 (includes 5 users)	1,001	5,000	\$430.00	/month
Tier 4 (includes 10 users)	5,001	10,000	\$735.00	/month
Tier 5 (includes 15 users)	Over	10,000	\$1,155.00	/month

## 6.2 Additional Users

Additional users 1-5 beyond allowance	\$33.00	/each
Additional users 6-15 beyond allowance	\$22.00	/each
Additional users 16-25 beyond allowance	\$11.00	/each
Additional users 25 beyond allowance and up	\$6.00	/each

## 6.3 On-line access - Frame Relay or MPLS

Quote	/month
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## 7. Cardholder Website

EZ Cardinfo.com is a service that provides cardholders access to their credit card information via the Internet. Cardholder functionality includes the ability to view account balance, transaction and historical statement information and to pay their monthly credit card invoice online. Nominal fees also apply for set-up, administrative changes and banner ad changes.

## 7.1 One time Set-up Fee

7.1.1 Customized

7.1.2 Standard

Rate	Billed
\$535.00	/instance
\$210.00	/instance

## 7.2 Monthly Fee (by total accounts on file tier)

Number of Accounts		Rate	Billed
From	To		
1	1,000	\$75.00	/month
1,001	2,500	\$125.00	/month
2,501	5,000	\$250.00	/month
5,001	10,000	\$500.00	/month
10,001	25,000	\$1,000.00	/month
25,001	50,000	\$1,750.00	/month
Over	50,000	\$0.030	/account on file

## 7.3 Monthly Enrolled Account Fee

Number of Accounts		Rate	Billed
From	To		
1	1,000	\$0.310	/enrolled account
1,001	2,500	\$0.300	/enrolled account
2,501	5,000	\$0.290	/enrolled account
5,001	10,000	\$0.280	/enrolled account
10,001	25,000	\$0.270	/enrolled account
25,001	50,000	\$0.260	/enrolled account
Over	50,000	\$0.250	/enrolled account

## Fidelity Information Services, LLC

## Credit Card Processing Pricing

## Attachment K

	<u>Rate</u>	<u>Billed</u>
7.4 Administrative change	\$100.00	/each
7.5 Banner advertisement ad, change or delete	\$100.00	/each
7.6 Multi-factor authentication per Month	\$16.75	/month
7.7 Multi-factor authentication ("MFA") per Account	\$0.0610	/enrolled account
7.8 MFA Out of band authentication.		
7.8.1 Out of band authentication set-up phone.	\$300.00	/one time
7.8.2 Out of band authentication set-up text.	\$300.00	/one time
7.8.3 Out of band authentication set-up email.	NC	/one time
7.8.4 Out of band authentication – phone.	\$0.290	/each
7.8.5 Out of band authentication – text.	\$0.147	/each
7.8.6 Out of band authentication – email.	\$0.060	/each
7.9 Single sign-on implementation: includes set-up of process by which cardholders can link from the client website directly to the cardholder site without input of additional credentials.		
7.9.1 Non-established vendor interface.	\$3,500.00	/one time
7.9.2 Established vendor interface.	\$1,000.00	/one time
7.10 Single sign-on enrolled account	\$0.11	/enrolled account
7.11 SMS Message Set-Up	\$100.00	/one time
7.12 SMS Messages	\$0.03	/message
 8. eZBusiness	 <u>Rate</u>	 <u>Billed</u>
8.1 Tier 1 eZBusiness		
8.1.1 Implementation	\$1,500.00	/one time
8.1.2 eZBusiness Participation Fee	\$500.00	/month/bank
8.1.3 Company administrator user access	\$3.00	/user/month
8.1.4 Enrolled companies	\$3.00	/company/month
8.2 Tier 2 eZBusiness		
8.2.1 Implementation	\$1,750.00	/one time
8.2.2 eZBusiness Participation Fee	\$500.00	/month/bank
8.2.3 Company administrator user access	\$5.00	/user/month
8.2.4 Enrolled companies	\$5.00	/company/month
8.3 Tier 3 eZBusiness		
8.3.1 Implementation	\$2,000.00	/one time
8.3.2 eZBusiness Participation Fee	\$750.00	/month/bank
8.3.3 Company administrator user access	\$6.00	/user/month
8.3.4 Enrolled companies	\$5.00	/company/month
8.4 eZBusiness with expense management		
8.4.1 Implementation	\$5,000.00	/one time
8.4.2 eZBusiness Participation Fee	\$750.00	/month/bank
8.4.3 Company administrator user access	\$5.00	/month/admin
8.4.4 Enrolled companies	\$5.00	/month/company
8.5 Misc eZBusiness		
8.5.1 Maintenance Change fee (add, change, delete users, service and customization requests)	\$100	/request
8.5.2 Enrolled accounts	eZcard rate	/enrolled account
8.5.3 Multi-factor authentication	eZcard rate	/enrolled account
8.5.4 Out of Band Authentication		
8.5.4.1 Out of band email implementation		/one time
8.5.4.2 Out of band phone implementation		/one time
8.5.4.3 Out of band text implementation		/one time
8.5.4.4 Out of band email	\$0.06	/occurrence
8.5.4.5 Out of band phone	\$0.29	/occurrence
8.5.4.6 Out of band text	\$0.147	/occurrence
8.5.5 Virtual card generated real time via eZBusiness Card Management.	\$1.00	/account number generated
8.5.6 Branding - Customized site	\$7,500.00	/occurrence
8.5.7 Branding - logo only	\$1,250.00	/occurrence
8.5.8 Custom URL Implementation	\$7,500.00	/occurrence
8.5.8 Custom URL Implementation	\$250.00	/month

8.6 eZBusiness Training			\$150.00	/hour
9. Contact Center			<u>Rate</u>	<u>Billed</u>
9.1 Toll free line – Cardholder telecom access			\$500.00	/monthly
9.2 IVR calls – cardholder calls entering the FIS IVR			\$0.45	/call
9.3 Live Operator Voice calls				
9.3.1 Calls transferred from IVR to live operator - General Customer Service			\$1.37	/minute
9.3.2 Calls transferred from IVR to live operator - Premium Customer Service			\$1.45	/minute
9.3.3 Calls transferred from IVR to live operator - VIP Customer Service			\$1.60	/minute
9.3.2 Language line interpreter service, non-English/Spanish calls, additional			\$1.25	/minute
9.4 VIP Rule Change – Implementation of business rule changes.			\$150.00	/group of 5 rules
9.5 Incoming cardholder correspondence			\$1.75	/item
Note: section 9 excludes Affluent Card, servicing available via quote. For After hours only clients, the rates set forth above will increase by 17.5%.				
10. Card Activation				
10.1 Card Activation – each credit card account issued or reissued, irrespective of activation type or resolution.				

## Fidelity Information Services, LLC

## Credit Card Processing Pricing

## Attachment K

12.3.5 Resend		\$50.00	/each
12.4 Ad Hoc Reporting – FIS produced using financial institution provided qualification sets.		\$50.00	/report
12.5 eLibrary subscription: Access to user guides and other product documentation via the FIS Client Portal.		\$50.00	/month
13. Downloads and Transmissions of Masterfile Data		<u>Rate</u>	<u>Billed</u>
13.1 Real Time Data Exchange(RTDx)		Per Quote	
13.2 Other file transmissions to client not listed hereon		\$15.00	/transmission +
		\$0.005	/record
13.3 Incoming Client Monetary Files – Typically includes payments, misc. debit and credit adjustments and cash advances.		\$250.00	/month
13.4 Incoming collection System Update File - Dialer file update records for posting to FIS on-line collections system.		\$250.00	/month
13.5 Outbound Cardholder Master Extract of Full Master File - Daily delta file with changed cardholder records or monthly full file with transactions.		\$250.00	/month
13.6 Outbound Collections Dialer File – Daily file of collection accounts for feed to financial institution automatic dialer platform.		\$250.00	/month
13.7 Transmissions to 3rd parties.		Quote	
14. Fraud Management			
14.1 SecurLOCK Fraud Alert Management Product Suite – Separate Attachments Required			
14.2 Disputes – Separate Attachment			
15. Behavioral Scoring - Separate Attachment Required			
16. Collections Module		<u>Rate</u>	<u>Billed</u>
16.1 Online Collection System Access		\$140.00	/month
16.2 CollectorView – GUI interface to Collections systems		\$140.00	/month
16.3 Collection System Record Retention		\$0.1100	/account in collection system at end of month
16.4 Collections Account Inquiry Fee		\$0.0110	/inquiry
17. Interface to Third Party Processors		<u>Rate</u>	<u>Billed</u>
17.1 Implementation			
17.1.1 Direct connection to FIS		\$1,000.00	/one-time
17.1.2 Connection through processor		\$250.00	/one-time
17.2 Monthly Maintenance Fee			
17.2.1 Direct connection to FIS		\$250.00	/month
17.2.2 Connection through processor		\$27.00	/month
17.3 Transaction Fee			
	<u>No. of Accounts</u>	<u>Rate</u>	<u>Billed</u>
	1 5,000	\$0.0050	/transaction
	5,001 15,000	\$0.0030	/transaction
	Over 15,000	\$0.0020	/transaction
17.4 Posted Items History File Monthly Maintenance		\$27.00	/month
17.5 Posted Items History File per Posted Transaction Fee			
	<u>No. of Accounts</u>	<u>Rate</u>	<u>Billed</u>
	1 5,000	\$0.0050	/transaction
	5,001 15,000	\$0.0030	/transaction
	Over 15,000	\$0.0020	/transaction
18. Billing Account Updater (supports sharing of account information in support of recurring transactions by providing account linking information for access by participating merchants).		<u>Rate</u>	<u>Billed</u>
18.1 Implementation Fee (also applies to shut-down)		\$100.00	/one time
18.2 Monthly Screening (of all accounts).		\$0.0026	/account
18.3 Records Transmitted.		\$0.035	/record

19. Visa Commercial Format (VCF) and MasterCard Common Data Format (CDF)	<u>Rate</u>	<u>Billed</u>
19.1 Implementation	\$250.00	/company
19.2 Monthly Maintenance	\$10.00	/company
19.3 Data Transmission	\$0.0035	/kilobyte
20. Other Services	<u>Rate</u>	<u>Billed</u>
20.1 Credit bureau reporting	\$56.00	/bureau/prefix-plan/month
20.2 Card personalization	Separate Agreement Required	
20.3 3D Secure Implementation fee for first BIN, including logo		
20.3.1 3D Secure Implementation fee for first BIN, including logo	\$500.00	/one time
20.3.2 3D Secure Implementation of additional BINs, including logo	\$100.00	/BIN
20.3.3 3D Secure Program maintenance, per affected BIN (i.e., logo changes, policy change, program deactivation).	\$100.00	/BIN
20.3.4 3D Secure Monthly fee, one each for Visa and MasterCard BIN	\$50.00	/monthly
20.3.5 3D Secure transaction fee	\$0.0270	/authorization request using service
20.3.6 3D Secure active card fee	\$0.0880	/card account active within prior 12 months
20.3.7 3D Secure OTP request	\$500.00	/one time
20.3.8 3D Secure OTP request	\$0.0200	/each
20.4 VROL Questionnaires, Requests for Information	\$0.4500	/questionnaire or RFI
20.5 VROL Image File Billing	\$1.00	/image
20.6 Audit Confirmations – to support FFIEC and/or internal audits.		
20.6.1 Preparing and mailing audit confirmations upon written request.	\$160.00	/request
20.6.2 Per account confirmation	\$10.00	/account confirmation
20.7 Special Programming – Custom development (FIS employee rate; external contractor rates, where applicable, would be at cost + 20%).	\$225.00	/hour
20.8 Document Composition	\$150.00	/hour
20.9 Lost/Stolen Card Reports – Includes after hours call handling, posting status of lost or stolen card, CWB/EWB listing.	\$8.50	/account
20.10 IVR PIN Customization	\$0.28	/call
20.11 Application of Credit (minimum payment enhancement)	\$100.00	/corp
20.12 Enhanced Overlimit Functionality	\$25.00	/billcode (\$100 max)
20.13 Consumer Credit Counseling	\$100.00	/month
20.14 Balance Transfers	\$2.06	/each
20.15 Returned payments	\$5.15	/return
20.16 eZDisclosure new account opening disclosure or Cardholder Agreement (New or Reissue)	\$0.31	/disclosure generated
20.17 Other Services not listed herein		Quoted separately
21. Program Implementation and Conversion	<u>Rate</u>	<u>Billed</u>
21.1 Program implementation fee	Waived	/one-time
21.2 Bulk account transfer	\$12,500.00	/one-time, plus \$1.75/ account
21.3 BIN adds	\$3,500.00	/BIN/plan
21.4 Agent adds	\$4,500.00	/each
21.5 Mergers	\$1,000.00	/each
21.6 BIN terminations, zero accounts on file	\$1,500.00	/each
21.7 BIN terminations with accounts on file	\$1,800.00	/each
21.8 Name changes	\$500.00	/each
21.9 CVV key add/change	\$1,000.00	/BIN
21.10 PIN key add/change	\$1,000.00	/BIN + Pro. Svcs. via quote
21.11 Maintenance (plan adds, Cirrus/Plus add/delete, BIN mods, etc.)	\$500.00	/each



Attachment K

21.12 Basic deconversion (additional services available via quote)	\$1.25	/account, \$50,000.00 minimum
22. Monthly Minimums	\$5,000.00	/month

23. Pass-through Fees and Charges

All third party fees, charges and amounts, and increases and adjustments thereto, which are charged to or incurred by FIS in categories listed below and in connection with the services will be pass-through to Financial Institution. The amount of such pass-through fees, charges and amounts shall not be applied toward or count against the minimum monthly fees that are due from Financial Institution. FIS shall give notice to Financial Institution no less then 30 days prior to the addition of a category to the list. Pass- through fees include, but may not be limited to the following:

- 23.1 Mailing – pass-through expense. No up-charge for mail handling.
- 23.2 Presort Postage Credit – Issued to the financial institution on current first class mail rate per qualifying item, as identified by Fidelity. FIS to rebate \$0.0152 per qualifying statement.
- 23.3 Any and all Visa and MasterCard costs associated with a financial institution’s program shall be passed through from FIS to the financial institution.
- 23.4 Telecommunications data lines as required.
- 23.5 Bank service charges



# ePix Pricing Attachment

## 1. One Time Setup

One of these fees applies once per ePix implementation project, depending on your chosen service level.

Fee Description	Rate	Applies
<b>Fulfillment Only Setup Fee</b> <i>EPIX SETUP FULFULL ONLY</i>	\$1500.00	One Time
<b>Full Function Generic Setup Fee</b> <i>EPIX SETUP FULL GENERIC</i>	\$3500.00	One Time
<b>Full Function Custom Setup Fee</b> <i>EPIX SETUP FULL CUSTOM</i>	Per Quote	One Time

## 2. Monthly Hosting

One of these fees will be charged for every month of ePix service, depending on your chosen service level.

Fee Description	Rate	Applies
<b>Fulfillment Only Hosting</b> <i>EPIX HOSTING FULFILLMENT ONLY</i>	\$200.00	Monthly
<b>Full Function Hosting</b> <i>EPIX HOSTING FULL</i>	\$600.00	Monthly

## 3. Per Image

Apply once per Image ID generated by ePix, depending on the type of design created.

Fee Description	Rate	Applies
<b>Cardholder Selects a Gallery Image</b> <i>EPIX IMAGE GALLERY SELECT</i>	\$0.15	Per Image
<b>Cardholder Uploads a Custom Image</b> <i>EPIX IMAGE DYO UPLOAD</i>	\$1.00	Per Image
<b>Image Storage</b> <i>EPIX DESIGN STORAGE</i>	\$0.10	Per Image Per Month

## 4. Per Card

Apply once per physically fulfilled card.

Fee Description	Rate	Applies
<b>VHD Edge-to-Edge Image Print Fee</b> <i>VHD E2E PRINT FEE</i>	Per Pricelist	Per Card
<b>Blank White Card Stock</b>	Per Pricelist	Per Card
<b>Other Card Package Elements</b> <i>EMBOSS, ENCODE, LABEL, CARRIER, ENVELOPE, POSTAGE, EMV DATA PREP AND ENCODE, INSERTS, AND ANY OTHER APPLICABLE FEES PER CLIENTS MASTER AGREEMENT</i>	Per Pricelist	Per Card

## 5. Optional Fees and Services

Apply on-demand at the client's request.

Fee Description	Rate	Applies
<b>Custom Gallery Image or Logo Creation</b> <i>EPIX CUSTOM IMAGE OR LOGO</i>	\$500.00	Per Image
<b>DYO Image Review by FIS</b> <i>EPIX IMAGE FIS REVIEW</i>	\$1.00	Per Image Per Review
<b>Bulk Image Load From External Source</b> <i>EPIX IMAGE EXT LOAD</i>	\$0.10	Per Image
<b>Custom Design, Configuration, Programming</b>	\$160.00	Per Hour

A. Standard Magnetic Stripe and EMV Program Services <sup>1, 2</sup>																																														
Program Type	Setup Charge Per Issuer ID <sup>3</sup>		Per Unit																																											
FIS Preprinted Visa/MasterCard EMV Contact Only and Magnetic Stripe Card Program(s)	\$	5.00	\$	3.73 per card																																										
FIS On-Demand Visa/MasterCard EMV Contact Only and Magnetic Stripe Card Program(s)	\$	5.00	\$	4.73 per card																																										
FIS Preprinted Visa/MasterCard EMV Dual Interface and Magnetic Stripe Card Program(s)	\$	5.00	\$	4.88 per card																																										
FIS On-Demand Visa/MasterCard EMV Dual Interface and Magnetic Stripe Card Program(s)	\$	5.00	\$	5.88 per card																																										
B. Custom Magnetic Stripe and EMV Program Services <sup>2</sup>																																														
Base Personalization Services	Setup Charge Per Issuer ID <sup>3</sup>		Per Unit																																											
Full Package - Emboss or thermal, encode magstripe, simplex print carrier, affix and mail	\$	8.00	\$	0.60 per card																																										
Card Only - Emboss or thermal print one side and encode only	\$	8.00	\$	0.30 per card																																										
Additional Personalization Services																																														
Contact Only Chip Personalization (includes data preparation) <sup>3</sup>			\$	0.25 per card																																										
Dual Interface Chip Personalization (Contact and Contactless, includes data preparation) <sup>3</sup>			\$	0.40 per card																																										
Laser Engraving <sup>5</sup>			\$	0.60 per side																																										
CVC / CVV / Indent Print (back of card)			\$	0.05 per card																																										
BIN Indent Print (front of card)			\$	0.05 per card																																										
Thermal Print (second side or in addition to embossing)			\$	0.05 per card																																										
Utilization of Preprinted Custom Card Carrier	\$	4.00	\$	0.05 per card																																										
Utilization of Custom Preprinted Insert	\$	4.00	\$	0.04 per insert																																										
Utilization of Custom Preprinted Activation Label	\$	4.00	\$	0.05 per label																																										
Utilization of Custom Preprinted Envelope	\$	4.00	\$	0.05 per envelope																																										
Duplex Print Carrier			\$	0.10 per carrier																																										
Carrier Nesting - 2nd Page 8.5"x11" (Standard Carrier)	\$	4.00	\$	0.05 per page																																										
On Demand Edge to Edge 4/0 Color Card Print (price includes Full Protective Card Overlay) <sup>4</sup>			\$	1.00 per card																																										
Protective Card Overlay - Full Overlay			\$	0.20 per card																																										
Protective Card Overlay - Partial Overlay			\$	0.08 per card																																										
FIS Standard Materials																																														
Card Carrier/Mailer			\$	0.06 per carrier																																										
Envelope (#10 two window)			\$	0.06 per envelope																																										
On-Demand Activation Label (includes label, affixing and black thermal print)			\$	0.06 per label																																										
FIS Supplied Insert (e.g. Visa/MC Guide to Benefits) (Subject to Custom Insert Set Up Fee)			\$	0.18 per insert																																										
EMV Contact Only and Magnetic Stripe Visa/MasterCard Plastic <sup>5, 7</sup>			\$	2.50 per card																																										
EMV Dual Interface and Magnetic Stripe Visa/MasterCard Plastic <sup>5, 7</sup>			\$	3.50 per card																																										
Magnetic Stripe Visa/MasterCard On-Demand Core Plastic			\$	0.75 per card																																										
Magnetic Stripe Visa/MasterCard Plastic			\$	1.00 per card																																										
Non Visa/MasterCard Branded Plastic			\$	0.75 per card																																										
PIN Mailer (includes PIN Mailer, printing, calculation) <sup>3</sup>			\$	0.30 per PIN																																										
Custom Program Materials <sup>3</sup>																																														
Card/Carrier/Envelope/Label/Insert	Per Quote based upon quantity and specification																																													
C. Monthly Card Volume Discount Schedule			D. Delivery (Fees & Services) <sup>3</sup>																																											
<table><tr><td>2,000</td><td>10%</td><td>30,000</td><td>40%</td><td>200,000</td><td>62%</td></tr><tr><td>5,000</td><td>15%</td><td>40,000</td><td>45%</td><td>300,000</td><td>65%</td></tr><tr><td>10,000</td><td>20%</td><td>50,000</td><td>50%</td><td>400,000</td><td>67%</td></tr><tr><td>15,000</td><td>25%</td><td>75,000</td><td>55%</td><td>500,000</td><td>68%</td></tr><tr><td>20,000</td><td>30%</td><td>100,000</td><td>60%</td><td>1,000,000</td><td>70%</td></tr></table>	2,000	10%	30,000	40%	200,000	62%	5,000	15%	40,000	45%	300,000	65%	10,000	20%	50,000	50%	400,000	67%	15,000	25%	75,000	55%	500,000	68%	20,000	30%	100,000	60%	1,000,000	70%	<table><tr><td>USPS 1st Class Mail<sup>9</sup></td><td>Current First Class US Retail Postal Rate</td></tr><tr><td>Commingling and Presorting Service</td><td>Waived per package</td></tr><tr><td>Overnight Letter - Contiguous U.S.</td><td>\$ 25.00 per envelope</td></tr><tr><td>Overnight Letter - AK, HI, International</td><td>Current Courier Retail Rate</td></tr><tr><td>Bulk Shipment Freight</td><td>Current Courier Retail Rate</td></tr><tr><td>Return Courier Shipment</td><td>\$ 20.00 per package</td></tr></table>		USPS 1st Class Mail <sup>9</sup>	Current First Class US Retail Postal Rate	Commingling and Presorting Service	Waived per package	Overnight Letter - Contiguous U.S.	\$ 25.00 per envelope	Overnight Letter - AK, HI, International	Current Courier Retail Rate	Bulk Shipment Freight	Current Courier Retail Rate	Return Courier Shipment	\$ 20.00 per package		
2,000	10%	30,000	40%	200,000	62%																																									
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E. Pulls/Expedites/Rush Orders <sup>3</sup>			F. Programming/Consulting <sup>3</sup>																																											
Pulls - Online via Web Portal (Destroy, re-address, or change in delivery method)	\$	15.00 per item	Custom Programming/Consulting	\$ 255.00 per hour																																										
Expedited Card or PIN - Input data must be flagged. (Next Business Day turnaround from receipt of file Monday through Friday)	\$	10.00 per item	New Issuer ID or Issuer ID Change	\$ 250.00 per issuer ID																																										
Emergency Card or PIN - Input data must be flagged (Same Business Day turnaround Monday through Friday - File must be received by 2:00 PM CT)	\$	40.00 per card	Logo Digitization & Revisions	\$ 200.00 per image																																										
The above are charges in addition to section A, B, and D			Digital Card Image Digitization (e.g. ApplePay)	\$ 200.00 per image																																										
			DES Key load	\$ 200.00 per key																																										
			On Demand Card Image Set Up Charge	\$ 500.00 per image																																										
			Card Carrier/Mailer Print Template	\$ 700.00 per template																																										
			Template Revision	\$ 350.00 per template																																										
			EMV Standard Profile Configuration <sup>6</sup>	\$ 12,500.00 per profile																																										
G. CardPro Connect <sup>3, 8</sup>			EMV Custom Profile Configuration <sup>6</sup>	Custom Quote per profile																																										
CardPro Connect Setup & Configuration	\$	1,250.00 per institution	EMV BIN Configuration Fee	\$ 1,500.00 per BIN																																										
CardPro Connect Access Fee per Client	\$	100.00 per month initial program	EMV Certificate Fee	\$ 500.00 per certificate																																										
Additional Program(s)	\$	75.00 per month per additional program	Custom Chip Utilization Configuration Fee	\$ 25,000.00 per setup																																										
CardPro Connect Active User # 1-10	Waived	per user group of 1-10.	Key Export Fee	\$ 750.00 per key																																										
CardPro Connect Active User > 10	\$	25.00 per Month per 10 Additional Users	EMV BIN Deconversion Fee	\$ 750.00 per BIN																																										
H. Miscellaneous Services <sup>3</sup>																																														
Program/Data Services	Setup Fee Per Issuer ID <sup>1</sup>		Monthly Cost Per Line Item																																											
Form Only Job	\$	10.00	\$	0.25 per form																																										
Manual Card Creation (e.g. Sample Cards)	\$	20.00	\$	5.00 per card																																										
Duplicate/Corrupt Data Transmission (per transmission)			\$	250.00 per transmission																																										
Scheduled Bill of Material Change Fee			\$	100.00 per issuer																																										
Unscheduled Bill of Material Change Fee (job in process)			\$	200.00 per issuer																																										
Standard Deconversion Fee			\$	225.00 per hour																																										
Material Handling Charges																																														
Manual Affixing/Fulfillment			Custom Quote	per card																																										
Metal Card Perso Handling Fee			\$	2.00 per card																																										
Bulk Ship Per Location Handling			\$	10.00 per location																																										
Bulk Ship Per Liner/Box/Envelope			\$	5.00 per liner/box/envelope																																										
Undeliverable Card Package Handling Fee			\$	25.00 per package																																										
Card Count-in Fee (for client supplied cards only)			\$	50.00 per thousand (\$100 minimum)																																										
Emergency Card Count-in Fee (maximum 12,000 cards per day)			\$	75.00 per thousand (\$200 minimum)																																										
Non-compliance Fee (applies to client supplied materials that do not meet FIS Specifications)			\$	25.00 per thousand (\$500 minimum)																																										
Card Destruction (minimum applies per request)			\$	25.00 per thousand (\$100 minimum)																																										
Storage Charge (inventory not used more than 90 days and/or > 9 Months of inventory on hand)			\$	25.00 per thousand per month																																										
Out of Stock Inventory (needed for live production Jobs)			\$	300.00 per job per issuer ID																																										
H. Legend:																																														
1 - Section A pricing for Standard programs includes and requires use of FIS standard (generic) materials (cards, carriers, FIS on-demand activation label, and envelopes). Personalization includes embossing, encoding, EMV Contact-only or Dual-interface personalization (for EMV programs only), On Demand Edge to Edge 4/0 Color Card Print (as applicable), duplex thermal printing of card, duplex printing of carrier, printing and calculation of CVV/CVC values, affixing of card to carrier and mailing. Section B pricing will apply for card programs using at least one custom material or for other requested services such as PINs																																														
2 - Postage and shipping is additional.																																														
3 - Items not eligible for volume discounts.																																														
4 - Discount will not exceed 60%.																																														
5 - Discount will not exceed 30%.																																														
6 - Includes: Key Management, Profile Management, Personalization Scripts, Project Management, Pre-Submission Testing and Brand Testing Management.																																														
7 - Not available for client utilizing a third party for in-branch instant issuance personalization/fulfillment (requires the use of custom plastic).																																														
8 - One program (credit, debit, prepaid, private label and/or input file originating from one card processor platform). Each additional program is subject to the "Additional Program" fee.																																														
9 - All USPS Service outside of 1st Class Mail charged \$2.50 Handling Fee																																														
OID: 00634309																																														

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