

AMENDMENT NO. 2  
AGREEMENT FOR ELECTRONIC FUNDS TRANSFER FINANCIAL SERVICES  
STATE OF NORTH CAROLINA AND  
BANK OF AMERICA.  
(ITS-007062-1)

This Amendment Number 2 ("Amendment") is made by and among the North Carolina Office of State Controller and the North Carolina Department of State Treasurer (hereinafter referred to as the "STATE") and BANK OF AMERICA, N.A., (hereinafter referred to as "VENDOR") (hereinafter collectively referred to as the "Parties" and in the singular "Party"). This Amendment shall be effective as of the later date of signature below. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Agreement.

WITNESSETH:

WHEREAS, the STATE and the VENDOR entered into an "Agreement for Electronic Funds Transfer Financial Services" (ITS-007062-1) dated June 24, 2013, with an Initial Term of five years and the option, at the State's request, for two successive one-year Renewal Terms (hereinafter referred to as the "Agreement");

WHEREAS, the STATE and the VENDOR agreed to amend the Agreement by executing Amendment 1 on November 18, 2014, in order to provide for overdraft fees, and to make available the use of a Uniform Payment Identification Code (UPIC) and the use of Electronic Data Interchange (EDI);

WHEREAS, the parties desire to further amend the Agreement to make available the use of prepaid card services described individually as (i) CashPay Service, (ii) Higher Education Prepaid Debit Card Service, and (iii) Commercial Prepaid Card Service, to be available at the costs as outlined in Attachments E-H (CashPay Prepaid Card Schedule of Fees; North Carolina Commercial Prepaid Card -- Consumer and Business Funds Schedule of Fees; Government Prepaid Schedule of Fees for North Carolina Government Agencies; and North Carolina Higher Education Prepaid Card Schedule of Fees) (herein "Attachments E-H") attached to the Agreement.

NOW THEREFORE, FOR AND IN CONSIDERATION of the performance by each of the Parties of its promises and obligations herein set forth, the STATE and the VENDOR, do hereby mutually covenant and agree to modify the Agreement as follows:

1. Attachments E-H are added.
2. Vendor's CashPay Service Addendum, a copy of which is attached hereto, shall be incorporated as **Exhibit G** to the Agreement.
3. Vendor's Higher Education Prepaid Debit Card Service Addendum, a copy of which is attached hereto, shall be incorporated as **Exhibit H** to the Agreement.
4. Vendor's Commercial Prepaid Card Service Addendum, a copy of which is attached hereto, shall be incorporated as **Exhibit I** to the Agreement.

This Amendment modifies the Agreement only as expressly set forth herein. In all other respects the terms and conditions of the Agreement remain unmodified and in full force and effect.

The parties may execute this Amendment in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by electronic mail is as effective as executing and delivering the Agreement in the presence of the other party.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment as of the dates written below.

NORTH CAROLINA DEPARTMENT OF  
STATE TREASURER

Jarret Cowell

Jarret Cowell  
State Treasurer

Date: 1/30/15

NORTH CAROLINA OFFICE OF  
STATE CONTROLLER

Linda Combs

Linda Combs  
State Controller

Date: 1/30/15

BANK OF AMERICA, N.A.

Lora Prisock

Lora Prisock  
Senior Vice President

Date: January 29, 2015

**REDACTED**

**ITS-007062-2 Amendment #2 AGREEMENT FOR ELECTRONIC FUNDS TRANSFER FINANCIAL SERVICES**

**EXHIBIT G – PAGES 1 – 2 Removed for Confidential Material: Treasury Services Agreement CashPay®  
Service Addendum**

**EXHIBIT H – PAGES 1 – 2 Removed for Confidential Material: Treasury Services Agreement Higher  
Education Prepaid Debit Card Service Addendum**

---

**EXHIBIT I – PAGES 1 – 2 Removed for Confidential Material: Treasury Services Agreement Commercial  
Prepaid Card Service Addendum**

**REDACTED – EFT RFP 07-ITS-007062-1**

**AMENDMENT #2**

**CONFIDENTIALITY:** In accordance with N.C.G.S. §143B-1350(e) and 143B-1375, and 09 NCAC 06B.0103 and 06B.1001, the State may maintain the confidentiality of certain types of information described in N.C.G.S. §132-1 *et seq.* Such information may include trade secrets defined by N.C.G.S. §66-152 and other information exempted from the Public Records Act pursuant to N.C.G.S. §132-1.2. Vendor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type “**CONFIDENTIAL**”. By so marking any page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Rules and Statutes set forth above. ***However, under no circumstances shall price information be designated as confidential.***

## CLIENT FEE SCHEDULE

Effective August 1, 2014

SERVICE NAME	USD	UNIT PRICE	UNIT OF MEASURE
<b>Standard Fees Paid by Client</b>			
Card Issuance*	\$	3.00	per card

\*This fee may be reduced or waived dependent upon expected card usage, number of cards and average value load for a given program. Bank of America will present distinct and reduced pricing for unemployment insurance, disability insurance and child support payments to those respective agencies.

## CARDHOLDER FEE SCHEDULE

## Services with No Fees

<b>PURCHASE TRANSACTIONS</b>	
Purchase at merchants (signed, using PIN, online, phone, or mail purchases)	No Fee
<b>ATM TRANSACTIONS*</b>	
Bank of America ATM Withdrawal (In the U.S.)	No Fee
ATM Balance Inquiries (all ATMs)	No Fee
<b>OTHER SERVICES</b>	
Online, Automated, Live or International Customer Service Inquiry	No Fee
Online Funds Transfer	No Fee

## Services with Fees

<b>ATM TRANSACTION FEES*</b>	
Non-Bank of America ATM Withdrawals (In the U.S.)	\$2.00 per transaction
ATM Withdrawal International (all ATMs outside the U.S.)	\$3.00 per transaction
Declined Transaction (ATMs only)	\$0.50 per declined transaction
<b>OTHER SERVICE FEES</b>	
Teller Cash Access (Available at financial institutions that accept VISA cards) (Limited to available balance only)	No Fee for first withdrawal each deposit period, \$5.00 thereafter.
Emergency Cash Transfer (in the U.S.)	\$15.00 per request
Card Replacement Domestic	No fee for first replacement each year, \$5.00 thereafter
Card Replacement - Express Delivery (additional charge)	\$15.00 per request
Card Replacement (outside the U.S.)	Quote provided at time of request, as price varies by country
Mailed account statement	\$1.00 per statement
International Transaction Fee	3% of U.S. Dollar amount of transaction
Check Issuance Upon Account Closure	\$5.00 per request

\*ATM owners may impose an additional "convenience fee" or "surcharge fee" for certain ATM transactions (a sign should be posted at the ATM to indicate additional fees); however, you will not be charged any additional convenience or surcharge fees at a Bank of America ATM. A Bank of America ATM means an ATM that prominently displays the Bank of America name and logo. Balance Inquiries may not be available at all ATMs outside the U.S.

An ATM Transaction Decline occurs when you request an amount greater than your balance or you incorrectly enter your PIN more than four times.

# North Carolina Commercial Prepaid Card – Consumer and Business Funds Schedule of Fees

Effective August 1, 2014

For use in consumer-owned funds prepaid card programs.

SERVICE NAME	USD	UNIT PRICE	UNIT OF MEASURE
<b>Standard Fees Paid by Company</b>			
Card Issuance and Renewal Cards*	\$	3.00	per BAC card
Custom Card Issuance and Renewal Cards*		3.50	per logo card
Value Load Fee*	\$	0.50	per load, per card

*\*This fee may be reduced or waived dependent upon expected card usage, number of cards and average value load for a given program.*

Bank shall provide Client an invoice for all fees incurred each calendar month. Invoiced fees shall be debited from the Client's funding account and if there is not sufficient funds available an additional late fee charge of 2% per month shall be added.

SERVICE NAME	USD	UNIT PRICE	UNIT OF MEASURE
<b>Standard Fees Paid by Cardholder</b>			
PIN or Signature purchases (in-store, online, phone)	\$	No Fee	per transaction
PIN Cash-back with purchase transaction	\$	No Fee	per transaction
Bank of America ATM Withdrawal Fee (domestic US)	\$	No Fee	per transaction
Non-Bank of America ATM Withdrawal Fee (domestic US)	\$	1.50	per transaction
ATM Balance Inquiry	\$	No fee	per transaction
ATM Withdrawal Decline	\$	0.25	per transaction
ATM Withdrawal Fee - int'l	\$	3.50	per transaction
Teller Cash Withdrawal	\$	5.00	1 free per month, then \$5.00 thereafter
Live agent Cardholder Services	\$	1.00	1 free per week, then \$1.00 thereafter
IVR Cardholder Services	\$	No Fee	per transaction
Website Cardholder Services	\$	No Fee	per transaction
PIN Change Request	\$	0.50	1 free per year, then \$0.50 thereafter
Lost/stolen card processing – replacement (domestic US)	\$	5.00	per request (USPS)
Replacement – expedited – (domestic US)	\$	15.00	per request (expedited)
Account Closure/Check Request	\$	5.00	per request
Foreign Currency Conversion	\$	3.00%	per transaction
Paper Statement Mailed to Cardholder	\$	1.00	per statement

If a transaction is completed at an ATM not displaying a Bank of America logo, an additional surcharge by the ATM owner may be assessed.

## CARDHOLDER FEE SCHEDULE

Effective August 1, 2014

There are no fees to the client for Higher Education Prepaid Card programs. All fees are assessed to the cardholder.

### Services with No Fees

#### **PURCHASE TRANSACTIONS**

Purchase at merchants (signed, using PIN, online, phone, or mail purchases) No Fee

#### **ATM TRANSACTIONS\***

Bank of America ATM Withdrawal Domestic No Fee

ATM Balance Inquiries No Fee

#### **OTHER SERVICES**

Online, Automated, Live or International Customer Service Inquiry No Fee

### Services with Fees

#### **ATM TRANSACTION FEES\***

Non-Bank of America ATM Withdrawals Domestic \$2.00 per transaction

ATM Withdrawal International (all ATMs) \$3.00 per transaction

Declined Transaction (ATMs only) \$0.50 per declined transaction

#### **OTHER SERVICE FEES**

Teller Cash Access No Fee for first withdrawal each month, \$5.00 thereafter.  
(Available at financial institutions that accept VISA cards)  
(Limited to available balance only)

Card Replacement Domestic No fee for first replacement each year, \$5.00 thereafter

Card Replacement - Express Delivery (additional charge) \$15.00 per request

Card Replacement International Quote provided at time of request, as price varies by country

Mailed Monthly Account Statement \$1.00 per statement

International Transaction Fee 3% of U.S. Dollar amount of transaction

Account Closure Check Issuance \$5.00 per request

\*ATM owners may impose an additional "convenience fee" or "surcharge fee" for certain ATM transactions (a sign should be posted at the ATM to indicate additional fees); however, you will not be charged any additional convenience or surcharge fees at a Bank of America ATM. A Bank of America ATM means an ATM that prominently displays the Bank of America name and logo. An ATM Transaction Decline occurs when you request an amount greater than your balance or you incorrectly enter your PIN more than four times. Balance inquiries may not be available at all ATMs outside the U.S.

**Schedule of Fees for North Carolina Government Agencies**

**CARDHOLDER FEE SCHEDULE**

Effective August 1, 2014

**COMPANY FEES**

<b>Enrollment</b>		
Account owner electronic enrollment		No Fee
Web application monthly access fee		No Fee
<b>Funding</b>		
ACH funding	No card program fee – Standard ACH per-item fee	
Web exception funding (optional)		No Fee

**CARDHOLDER / ACCOUNT OWNER – COMPLETE FEE SCHEDULE**

<b>Monthly fees</b>		No Fee
Monthly maintenance		No Fee
<b>ATM and purchase transaction fees</b>		
Bank of America ATM withdrawal domestic*		No Fee
Non-Bank of America ATM withdrawal domestic*		\$1.50 each
ATM withdrawal international		\$3.50 each
ATM balance inquiries**		No Fee
ATM transaction decline		No Fee
Signature-based purchase at Visa merchants		No Fee
Pinned POS purchase		No Fee
<b>Other service fees</b>		
Automated customer service inquiry		No Fee
Live customer service inquiry domestic		No Fee
PIN changes		No Fee
Emergency cash transfer for remaining account balance (under \$20.00)	One waived per year	
Emergency cash transfer domestic		\$15.00
Emergency cash transfer international		\$30.00
Teller Cash Access (Available at financial institutions that accept VISA cards) (Limited to available balance only)		No Fee
Online Funds Transfer	One waived per year, \$5.00 thereafter	
Card replacement domestic		\$15.00
Card replacement – Express delivery (additional charge)		\$15.00
Card replacement international		2% of U.S. dollar amount of transaction
International transaction fee		\$5.00
Account closure fee (check issued)		\$100.00 (or such amount as may be set by law)
Legal Process Fee		

Most cardholder / account-owner fees may be paid by the employer.

\* ATM owners may choose to charge an additional convenience fee or surcharge (a sign should be posted at the ATM to indicate additional fees); however, ATMs displaying Bank of America signs will not charge any additional surcharge to CashPay cardholders.

\*\*Balance inquiries may not be available at all ATMs outside the United States.