

Schedule 10

Electronic Benefits Transfer Services Schedule

This Schedule adds the Electronic Benefits Transfer Services Schedule (**Schedule**) to the Payment Solutions Agreement (**Agreement**) among First Data and Company.

Background

- This Schedule adds the Electronic Benefits Transfer Services (**EBT Services**) to the Payment Solutions Agreement (**Agreement**) between First Data, Company, and Bank. The terms of the Agreement and this Schedule apply to the EBT Services, but if anything in this Schedule conflicts with the Agreement, this Schedule will control. The EBT Services are a **Service** under the Agreement and are provided by First Data and not by Bank.
- Capitalized words or phrases that are not defined in this Schedule use the definitions given to them in the Agreement.

The parties agree:

1 Defined Terms

The following terms as used in this Schedule have the following meanings:

Cash Benefits means government-delivered cash benefits.

EBT means Electronic Benefits Transfer.

EBT Card means a card issued by or on behalf of an EBT Provider for the disbursement of EBT Benefits.

EBT Program Service Information means all information related to Recipients and applicants.

EBT Program Services mean the EBT services provided by First Data to Company under this Schedule.

EBT Provider means, for each applicable state, (1) the agency, department, or other instrumentality of federal, state, or local government that is responsible for the distribution of the applicable EBT Benefits (**Government Entity**) and (2) the entity with which such Government Entity contracts for the implementation, maintenance, and operation of such state's distribution of applicable EBT Benefits.

FNS means the USDA's Food and Nutrition Service.

FNS Online Purchasing Program means the FNS program for receipt of SNAP Benefits via online transactions.

FNS Online Purchasing Requirements means the rules, requirements, and standards established by FNS for the FNS Online Purchasing Program, as they may be updated from time to time.

Nacha means the National Automated Clearing House Association.

Quest Rules means the Quest Operating Rules issued by Nacha and adopted by an EBT Provider to govern the distribution of government benefits, including any rules that amend or replace the Quest Operating Rules.

Recipient means a person entitled to receive EBT Benefits.

SNAP means the USDA FNS Supplemental Assistance Program.

SNAP Benefits means USDA FNS SNAP benefits.

USDA means the United States Department of Agriculture.

WIC Benefits means the Women, Infants, and Children Program Benefits.

2 Service Description

2.1 The EBT Program Services are a Service under the Agreement, and the Quest Network and any other network through which EBT transactions are processed under this Schedule each is a Network under the Agreement. The EBT Program Services are governed by the Agreement and this Schedule, but if anything in this Schedule conflicts with the Agreement, this Schedule will control.

2.2 The EBT Program Services provided to Company will include the checked services below following (*Check all that apply*):

2.2.1 **Online EBT Program.** ☐

Company may use the EBT Program Services in conjunction with the provision of SNAP Benefits and certain Cash Benefits as agreed to by the parties and as permitted by EBT Rules via online transactions (**Online EBT Program**).

The Online EBT Program enables Company to accept eligible EBT transactions for EBT-eligible purchases online by presenting Company's EBT customers with a graphical PIN pad that allows them to authenticate their online purchase with a PIN. First Data will provide Company with electronic interfaces with each applicable EBT Provider for the processing, settlement, and switching of online EBT transactions, including exception items and corrections.

2.2.2 **Point-of-Sale (POS) Terminal EBT Program.** ☐

Company may use EBT Program Services in conjunction with the provision of (1) SNAP Benefits, (2) WIC Benefits, and (3) other Cash Benefits via POS terminal transactions (**POS Terminal EBT Program**).

The POS Terminal EBT Program enables Company to accept SNAP Benefits, WIC Benefits, and Cash Benefits (collectively, **EBT Benefits**) via EBT Cards for EBT-eligible purchases made at a physical POS terminal with a physical PIN pad that the EBT customer may use to authenticate their purchase with a PIN. First Data will provide Company with electronic interfaces with each applicable EBT Provider for the processing, settlement, and switching of POS terminal EBT transactions, including exception items and corrections.

2.3 Except as otherwise specified herein, each provision of this Schedule applies equally to the Online EBT Program and the POS Terminal EBT Program.

3 Rules Compliance

3.1 **EBT Rules** means:

3.1.1 All procedures and requirements that First Data periodically establishes and provides to Company regarding acceptance of EBT Cards, the use of the EBT Program Services, and the processing, settlement, and switching of EBT transactions, including exception items and corrections;

3.1.2 If Company is participating in the Online EBT Program, the FNS Online Purchasing Requirements and all other laws, rules, regulations, and requirements that applicable EBT Providers establish from time-to-time with respect to online EBT transactions;

3.1.3 The Quest Rules; and

3.1.4 All other laws, rules, regulations, and procedures applicable to acceptance of EBT Cards, the use of the EBT Program Services, and the processing, settlement, and switching of EBT transactions, including exception items and corrections (**Other EBT Rules**).

3.1.5 With respect to online SNAP Benefits transactions, if there is any conflict between (1) the Quest Rules and (2) the FNS Online Purchasing Requirements, the FNS Online Purchasing Requirements will control.

3.2 Company will comply with the EBT Rules in connection with the EBT Program Services, including any EBT Rules that have the effect of making First Data directly or indirectly responsible or liable for a Company act or omission.

3.3 Company authorizes First Data to submit EBT transactions for authorization, to receive settlement for such EBT transactions, and to process exception items and correct errors with respect to the foregoing, all on Company's behalf in accordance with the EBT Rules. Company understands that the EBT Rules governing exception items and correction of errors vary from those applicable to commercial funds transfer networks; Company assumes all risks associated with the inability to process an exception item or correct an error under applicable EBT Rules.

- 3.4 If Company participates in the Online EBT Program, Company acknowledges that not all functionality associated with the POS Terminal EBT Program may be available with the Online EBT Program (including cash back and manual vouchers).
- 3.5 Company acknowledges that by accepting SNAP Benefits via EBT Cards issued by a state, Company is agreeing to accept SNAP Benefits via EBT Cards issued by all states to the extent required by the Quest Rules or Other EBT Rules.
- 3.6 With respect to the POS Terminal EBT Program only:
 - 3.6.1 Company will accept EBT transactions during normal business hours, in a manner consistent with normal business practices, and using equipment (including POS Terminals, PIN pads, and printers) (**Authorized Terminal**) that meet requirements under the EBT Rules.
 - 3.6.2 Company will accept EBT transactions only in the amount approved through Company's Authorized Terminal upon presentation by a Recipient of an EBT Card and the Recipient's entry of a valid PIN. Company will provide a receipt to the Recipient for each EBT transaction approved at an Authorized Terminal.
 - 3.6.3 If the Authorized Terminal does not receive a timely response to a request for authorization of an EBT transaction, Company will comply with the procedures in the EBT Rules for alternative authorization or decline of the transaction in such instance.
 - 3.6.4 Company will not accept any EBT Card as security for repayment of any Recipient's obligation to Company or for any other purpose not permitted by the EBT Rules.
 - 3.6.5 Company agrees it is solely responsible with respect to any EBT transaction that it accepts and for which it does not receive timely authorization from the EBT Provider in accordance with the EBT Rules. Company agrees it will be obligated to reimburse the state, First Data, or the Recipient, as applicable, for EBT transaction payments unlawfully received by Company or submitted in violation of the EBT Rules.
 - 3.6.6 Company will not dispense cash for SNAP Benefits.

4 Acceptance of Cash Benefits

- 4.1 This *Section 4* is applicable to the POS Terminal EBT Program only.
- 4.2 The POS Terminal EBT Program allows Company to pay Cash Benefits and provide cash back or cash only transactions.
- 4.3 Company will maintain adequate cash on hand to pay confirmed Cash Benefits and will pay Cash Benefits to Recipients in the same manner and to the same extent as cash provided to Company's other customers.
- 4.4 Company will not require Recipients to buy goods or services as a condition to receiving Cash Benefits, unless such condition applies to non-Recipients.
- 4.5 Company will not designate special checkout lanes for Recipients unless Company also designates those same special checkout lanes for debit or Credit Cards and/or other payment methods.

5 Manual EBT Vouchers

- 5.1 This *Section 5* is applicable to the POS Terminal EBT Program only.
- 5.2 Company will manually accept EBT Cards during periods of time when Company's Authorized Terminal is not working or the EBT system is not available to the extent required by the Quest Rules or Other EBT Rules. Company will not impose any additional cost to Recipients in connection with manually accepting EBT Cards. Company will only submit manually accepted EBT Cards as specifically provided in the EBT Rules and in accordance with the procedures in this *Section 5*.
- 5.3 Unless otherwise approved in writing by the applicable EBT Provider or specified in the EBT Rules, Company will request and receive a telephone and/or voice authorization number for the full amount of the attempted purchase from the applicable EBT Provider while the Recipient is physically present to sign the manual EBT voucher. Company will not accept EBT transactions for any Recipient that does not remain physically present to sign the manual EBT voucher. Company will not "re-submit" for payment any manual EBT voucher for the same transaction that Company has not received an authorization number for in accordance with this *Section 5.3*.
- 5.4 Company will manually accept EBT Cards only in the amount approved by the applicable EBT Provider.
- 5.5 If due to EBT host failure, EBT Benefit availability for a particular Recipient cannot be determined at the time that Company requests a voice authorization, the maximum authorized manual transaction and benefit will be \$40.00 or such other state-specific ceiling limit as stated in the most current version of the applicable EBT Rules.
- 5.6 Company will enter the following properly and legibly on the manual EBT voucher: the name of the Recipient, the name of the sales clerk, and all purchase information, including the authorization number received.
- 5.7 Company will obtain the signature of the Recipient on the manual EBT voucher.
- 5.8 Company will provide a copy of the manual EBT voucher to the Recipient at the time of the sale and will keep one copy for Company's records.
- 5.9 Company will clear all manual EBT voucher sales on Company's Authorized Terminal within 10 Business Days after the date of the applicable voice authorization.
- 5.10 Company will not receive payment of any manual EBT voucher until Company clears that manual EBT voucher through its Authorized Terminal.
- 5.11 Company agrees it will not mail manual EBT vouchers and will only clear manual EBT vouchers through its Authorized Terminal.
- 5.12 If Company fails to clear a manual EBT voucher within 10 business days after receiving a voice authorization, the manual EBT voucher will expire, and Company will not be reimbursed for that voucher.
- 5.13 Company agrees it will not be reimbursed (unless as otherwise provided in the EBT Rules) and will be solely responsible for all manual EBT vouchers that Company does not obtain an authorization number from the applicable EBT service provider or otherwise fails to process in accordance with this *Section 5*.

6 Settlement

- 6.1 EBT transactions will be settled with Company consistent with the settlement processes set forth in the Agreement, except as provided in this *Section 6*.

6.2 The provisions of this Schedule with respect to exception items, disputes, and correction of errors will control in the event of conflict with the Agreement.

6.3 Company acknowledges that the timing of settlement of EBT transactions may vary from the timing of other Network settlement. With respect to the Online EBT Program, First Data generally will initiate settlement to Company the business day following receipt of payment from the EBT Provider.

7 Fees

Company will pay to First Data all fees and other charges as set forth in *Exhibit A* to this Schedule.

8 Required Licenses and Warranties

8.1 Company will secure and maintain at Company's own expense all necessary registrations, licenses, permits, franchises, or other authorizations required to lawfully accept EBT transactions pursuant to the EBT Program Services.

8.2 Company agrees that it will not accept EBT Cards or provide EBT Benefit services to customers at any time during which Company does not comply with the requirements of the EBT Rules.

8.3 Company represents and warrants to First Data that Company is an FNS authorized merchant and is not currently disqualified or withdrawn from participating in the FNS Online Purchasing Program by FNS nor has at any time previously been disqualified or withdrawn from providing SNAP Benefit services by FNS.

9 Confidential Information

9.1 EBT Program Service Information is Confidential Information.

9.2 In addition to the provisions set forth in the Agreement regarding Confidential Information:

9.2.1 Company will:

- (1) Implement appropriate measures designed to: (a) ensure the security and confidentiality of all non-public individually identifiable information or materials regarding customers (**NPII**); (b) protect against any anticipated threats or hazards to the security or integrity of NPII; (c) protect against unauthorized access to or use of NPII that could result in substantial harm or inconvenience to any Recipient or applicant; and (d) ensure the proper disposal of NPII; and
- (2) Take appropriate actions to address incidents of unauthorized access to NPII, including notifying First Data within 24 hours of learning of the unauthorized access to NPII.

9.2.2 The use of Confidential Information obtained by Company under this Schedule will be limited to purposes directly connected with this Schedule.

9.2.3 Company agrees that it will not disclose EBT Program Service Information without prior written approval of the EBT Provider.

10 EBT Service Marks

10.1 First Data grants Company a revocable, royalty free, non-exclusive, limited license that cannot be assigned, transferred, or further sublicensed, to use the applicable EBT Provider's trademarks, service marks, or other licensed marks specified by First Data from time to time, including the Quest Marks and other materials supplied by First Data

in the United States according to the applicable EBT Rules. This license does not grant Company any other intellectual property right, title, interest, or claim (express or implied, by estoppel, or otherwise) to the Protected Marks. Company will not take any action that impairs an owner's intellectual property rights in its Protected Marks.

10.2 Company will display the marks referenced in *Section 10.1* and any other trademarks or services marks authorized by an EBT Provider (collectively, **Protected Marks**) in accordance with the applicable EBT Rules, including any requirement specified therein for approval of the owner of such Protected Mark.

10.3 Company will use the Protected Marks only to indicate that Company can accept EBT transactions and will not indicate that First Data or any EBT Provider endorses Company's goods or services.

10.4 Company's right to use and display such Protected Marks continues only so long as the Schedule remains in effect or until Company is notified by First Data or any EBT Provider that Company is to cease use or display of the Protected Mark(s). Company will discontinue use of the Protected Marks, promotional, or other materials immediately after termination of this Schedule.

11 Issuance Records

11.1 Company will retain all EBT-related records (including, if applicable, manual EBT vouchers) in the manner required by the EBT Rules or otherwise reasonably requested by First Data for three (3) years following the date of the applicable EBT transaction or for such additional period as may be required by the EBT Rules.

11.2 Company will retain all EBT-related records involving matters in litigation for a period of not less than three (3) years following the termination of the applicable litigation.

11.3 Company will promptly provide or make available any information required under any applicable EBT Rules pertaining to its EBT-related activities or otherwise requested by Nacha or any governmental agency, judicial, or administrative body, supervisory authority, or EBT Provider in connection with Company's EBT-related activities or Company's use of the EBT Program Services.

11.4 To assure compliance with this Schedule and the Agreement, each EBT Provider, other authorized state or federal government agency, and Nacha will at all times, upon advance notice (except in the case of suspected fraud or other similar activity in which case such advanced notice is not required), have the right to enter Company's premises during normal business hours to inspect, evaluate, or audit (1) any work performed under this Schedule or the Agreement or (2) all Company's EBT-related records and systems and information otherwise related to this Schedule or the Agreement or required to be provided by Company hereunder.

12 Term and Termination

12.1 This Schedule begins on the latest date that appears in the signature block below and continues in effect until (1) the Agreement expires or terminates, in which case, this Schedule will automatically terminate, (2) Company or First Data terminates this Schedule by giving the other party at least 30 days' advance written notice, (3) First Data's contract with any EBT Provider expires or terminates (but only as to the EBT Cards of that EBT Provider), or (4) this Schedule terminates in accordance with this *Section 12*, whichever is earlier.

12.2 Company will promptly notify First Data if Company chooses to stop accepting EBT Cards or if Company is unable to comply with the terms of this Schedule, including the EBT Rules.

12.3 If Company is disqualified or withdraws from accepting EBT transactions or is otherwise ineligible to accept EBT transactions or if any EBT Provider suspends or terminates Company's authority to accept EBT transactions, that shall constitute a breach by Company of this Schedule and the Agreement, and First Data will have the

right to immediately terminate this Schedule or both the Agreement and the Schedule, in First Data's discretion, upon written notice to Company.

12.4 If an EBT Provider suspends or terminates Company's authority to accept EBT transactions and Company successfully appeals such suspension or termination, Company agrees that First Data is nevertheless not obligated to reinstate Company's EBT Program Services.

12.5 First Data may suspend its performance of its obligations under this Schedule or terminate this Schedule, immediately at the sole discretion of First Data or the EBT Provider, effective upon delivery to Company of a notice of suspension or termination (**Notice**) that states the reasons for the suspension or termination. The Notice will state:

- 12.5.1 Whether the suspension or termination is due to a suspension, injunction, cessation, or termination of a EBT Provider's authority to provide EBT Program Services to the state;
- 12.5.2 Whether Company's suspension or termination is based on First Data's belief that Company or any of Company's agents or employees are committing, participating in, or have knowledge of fraud or theft in connection with the EBT Program Services; and
- 12.5.3 Whether the suspension or termination is due to Company's failure to cure, after not less than 30 days' prior written notice, a breach of this Schedule, including, but not limited to, Company's failure to accept EBT Cards during Company's normal business hours and in accordance with Company's normal business practices for other payment cards, Company's failure to comply with the EBT Rules, Company's impermissible acceptance of any particular EBT Card, or Company's disqualification or withdrawal from the EBT Benefits program.

13 Consent for Third Party Service Provider

13.1 From time-to-time, third party service providers may be approved by First Data and certified to First Data's systems (each, a **TPSP**), and Company may elect to submit its Online EBT Program transactions to First Data through a TPSP. In the event that Company elects to utilize a TPSP, Company acknowledges and agrees that, by signing this Schedule, Company authorizes and consents to the following:

- 13.1.1 First Data may provide to TPSP daily data files reflecting Company's Online EBT Program transaction activity (**Settlement File**). Settlement Files will only reflect Company's Online EBT Transaction activity that Company submits to TPSP and which TPSP submits to First Data.
- 13.1.2 First Data will cease providing Settlement Files to TPSP upon the earlier of (1) the termination of this Schedule or (2) the termination of Company's agreement with such TPSP (**TPSP Agreement**); provided, however, the Company consents to First Data providing TPSP with Settlement Files that may arrive following termination of this Schedule and/or the TPSP Agreement so long as any such Settlement File relates to a transaction that was processed pursuant to this Schedule and the TPSP Agreement.
- 13.1.3 In connection with *Section 13.1.2*, First Data may promptly notify TPSP in writing of the termination of this Schedule, and TPSP may promptly notify First Data in writing of the termination of the TPSP Agreement.
- 13.1.4 For the avoidance of doubt, this *Section 13* constitutes Company's consent for First Data to disclose the Confidential Information contemplated in this *Section 13* to TPSP.
- 13.1.5 Company and First Data acknowledge and agree that, as of the date of this Agreement, Company intends to utilize Mapbear, Inc. (dba Instacart) as a TPSP.

14 Miscellaneous

14.1 Company will (1) promptly notify First Data of any errors or disputes in connection with any EBT transaction and (2) fully cooperate with First Data, the EBT Provider, and any other participants in the EBT Benefits process

in the resolution of errors and disputes.

14.2 Company will train and permit its employees and customer service providers to receive training regarding the acceptance of EBT transactions.

14.3 If any of these terms and conditions are found to conflict with the EBT Rules or federal or state policy, these terms and conditions are subject to reasonable amendment by First Data or the EBT Provider to address such conflict upon 20 days' written notice to Company.

14.4 Nothing contained in this Schedule shall preclude a state from commencing appropriate administrative or legal action against Company or for making any referral for such action to any appropriate federal, state, or local agency.

14.5 The terms and conditions of this Schedule do not create and will not be construed as creating any rights enforceable by any person not having any rights directly under this Schedule or the Agreement, except that the state and its Issuer, as defined in the Quest Rules, are deemed third party beneficiaries of the representations, warranties, covenants, and agreements of Company under this Schedule and the Agreement.

14.6 Any references to a state or EBT Provider in this Schedule means, severally, the state from which each EBT transaction originates or its contracted EBT Provider.

14.7 First Data may assign, delegate, or subcontract any or all of its rights and obligations under this Schedule to a third party upon written notice to Company, provided that such assignment, delegation, or subcontract does not change the substance of Company's obligations hereunder or the Services provided to Company hereunder, whether by First Data or such additional party.

Exhibit A

Online EBT Fees and Charges

Company shall pay to First Data the fees set forth in the table below. Company shall reimburse First Data for all fees, charges, liabilities, or obligations imposed on First Data by an EBT Provider or other third party in connection with Company's acceptance of EBT transactions. All fees and charges due and payable in connection with the Services will be collected from Company pursuant to the terms of the Agreement.

Fees	Amount	Driver
a. EBT Gateway Fee	\$	Per transaction
b. Balance Inquiry Fee	\$	Per inquiry
c. Refunds & Reversals	\$	Per refund/reversal
d. Authorization Fee	\$	Per approved authorization
e. Chargebacks	\$	Per chargeback
f. Monthly Minimum*	\$_____	Per month
g. Set-Up Fee	\$_____	One-time fee

*If the aggregate fees paid by Company to First Data pursuant to items a. through e. in the chart above (**Monthly Transaction Fees**) in any month are less than the Monthly Minimum set forth in the chart above (**Monthly Minimum**), Company will pay the difference between the Monthly Minimum and the Monthly Transaction Fees. First Data will collect this payment obligation of Company on the last business day of the following month in accordance with the Agreement.