

**Schedule N  
To Master Services Agreement**

**Electronic Benefits Transfer Transaction Addendum**

This Electronic Benefits Transfer Transaction Addendum ("Addendum") to that certain Master Services Agreement ("MSA") for EBT card transactions ("EBT Services") is made and entered into between PROVIDER and CUSTOMER. EBT Services are provided to CUSTOMER by PROVIDER and not by the BANK. BANK is not a party to this Addendum and BANK is not liable to CUSTOMER in any way with respect to such EBT Services. The terms of the MSA between PROVIDER and CUSTOMER are incorporated herein and the parties hereto agree to be bound by such terms.

CUSTOMER understands and agrees that that PROVIDER offers electronic interfaces to EBT networks for the processing, settlement and switching of EBT transactions initiated through the use of a state-issued EBT card ("EBT Card") at your POS Terminal(s) for the provision of United States Department of Agriculture, Food and Nutrition Service ("FNS") Supplemental Nutrition Assistance Program Benefits ("food stamp program") and Women, Infants and Children Benefits ("WIC Benefits") and/or government delivered Cash Benefits ("Cash Benefits," together with FNS, SNAP and WIC Benefits, collectively are referred to as the ("EBT Services") to EBT benefit recipients ("EBT customers"), subject to the terms below.

CUSTOMER agrees to issue Cash Benefits and will provide cash back or cash only transactions. CUSTOMER agree to maintain adequate cash on hand to issue confirmed Cash Benefits and will issue Cash Benefits to EBT customers in the same manner and to the same extent cash is provided to CUSTOMER's other customers. CUSTOMER may not require that any EBT customers purchase goods or services as a condition to receiving Cash Benefits, unless such condition applies to other customers as well. CUSTOMER may not designate special checkout lanes restricted to use by EBT customers unless CUSTOMER also designates special checkout lanes for debit or Credit Cards and/or other payment methods.

- 1. Acceptance of EBT Benefits.** CUSTOMER agrees to accept EBT Cards and provide EBT benefits to EBT customers through the use of a POS Terminal, PIN pad and printer or other equipment that meet standards set forth in the EBT Rules ("Authorized Terminal") applicable to such EBT benefits during CUSTOMER's normal business hours, in a manner consistent with CUSTOMER's normal business practices and in accordance with the EBT Rules.

The "EBT Rules" means (i) all procedures that PROVIDER establishes and provides to CUSTOMER from time-to-time regarding CUSTOMER's acceptance of EBT Cards and provision of EBT benefits to EBT customers; (ii) the Quest Rules, as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department, as necessary (and any rules that succeed or replace the Quest Rules); and, (iii) other such laws, rules, regulations and procedures that are applicable to the acceptance of EBT Cards and the provision of EBT benefits by CUSTOMER, including without limitation, laws pertaining to delivery of services to EBT customers and EBT customer confidentiality, the federal Civil Rights Act of 1964, Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Clean Air Act, Clean Water Act, Energy Policy and Conservation Act, Immigration Reform and Control Act of 1986, regulations issued by the Department of Agriculture pertaining to Food Stamp Program, and, any additional procedures specified by the state regarding lost EBT Cards, forgotten PINs, discrepancies in benefits authorized and similar matters by providing EBT customers with information such as telephone numbers and addresses of the state or other appropriate agencies. The "Food Stamp Program" is the government benefits program operated under the authority of the Food Stamp Act of 1964.

CUSTOMER will provide EBT benefits to EBT customers, in accordance with the procedures set forth in the EBT Rules, in the amount authorized through CUSTOMER's Authorized Terminal upon presentation by an EBT customer of an EBT Card and such EBT customer's entry of a valid PIN. If the Authorized Terminal fails to print EBT benefit issuance information as approved and validated as a legitimate transaction, CUSTOMER will comply with the procedures set forth in the EBT Rules for authorization of EBT benefits in such instance. CUSTOMER is solely responsible for CUSTOMER's provision of EBT benefits other than in accordance authorizations timely received from EBT service provider. CUSTOMER will not resubmit any EBT Card transaction except as specifically permitted by the EBT Rules and procedures applicable to such EBT Card transaction. CUSTOMER must provide a receipt for each EBT transaction to the applicable EBT customer.

CUSTOMER will not accept any EBT Card for any purpose other than providing EBT Benefits, including without limitation accepting an EBT Card as security for repayment of any EBT customer obligation to CUSTOMER. In the event of any violation of this provision, CUSTOMER will be obligated to reimburse the state or PROVIDER for any EBT benefits unlawfully received by either CUSTOMER or an EBT customer to the extent permitted by law. Cash should never be dispensed for Food Stamp Benefits.

CUSTOMER authorizes PROVIDER to initiate EBT Card transactions and to receive settlement for such transactions on CUSTOMER's behalf.

- 2. Manual EBT Vouchers.** In accordance with the procedures set forth in this Section 2 and the EBT Rules, CUSTOMER will manually accept EBT Cards during periods of time when CUSTOMER's Authorized Terminal is not working or the EBT system is not available; CUSTOMER will manually provide EBT benefits in the amount authorized through the applicable

EBT service provider to the EBT customers at no cost to the EBT customers upon presentation by an EBT customer of his/her EBT Card,. All manual voucher authorizations must be cleared on CUSTOMER's POS terminal for payment of voucher to be made to CUSTOMER. In addition to any procedures set forth in the EBT Rules, the following limitations will apply to manual issuance of FS Benefits by Merchant:

- i. An authorization number for the amount of the purchase must be received by CUSTOMER from the applicable EBT service provider while the respective EBT customer is present and before CUSTOMER provides such EBT customer with any Food Stamp Benefits or Cash Benefits, as applicable. CUSTOMER must not attempt to voice authorize a manual EBT transaction if the EBT customer is not present to sign the voucher. The EBT customer must sign the voucher. A copy of the voucher should be given to the EBT customer at the time of authorization and CUSTOMER should retain one copy for CUSTOMER's records.
  - ii. Specified EBT customer, clerk and sales information, including the telephone authorization number, must be entered properly and legibly on the manual sales draft.
  - iii. All manual voucher authorizations must be cleared on CUSTOMER's Authorized Terminal before payment of voucher will be made to CUSTOMER. Vouchers must be cleared within 10 Business Days after the date of applicable voice authorization. Vouchers cannot be cleared by any manner except by CUSTOMER's Authorized Terminal therefore CUSTOMER should never mail vouchers requesting payment. If a voucher expires before it has been cleared by CUSTOMER's Authorized Terminal for payment, no further action can be taken to obtain payment for the voucher.
  - iv. In the event that, due to EBT host failure, EBT benefit availability for an EBT customer cannot be determined at the time CUSTOMER request authorization, the maximum authorized manual transaction and benefit encumbrance will be \$40.00 or such other state specific floor limit as set forth in the most current version of the applicable EBT Rules.
  - v. Except as specifically provided in the applicable EBT Rules, CUSTOMER will not be reimbursed and will be solely responsible for all manual transactions when CUSTOMER fails to obtain an authorization number from the applicable EBT service provider as set forth in this Section 2 or otherwise fail to process the manual transaction in accordance with the EBT Rules.
  - vi. If CUSTOMER has not received an authorization number in accordance with paragraph 2-i above, CUSTOMER may not "re-submit" a manual sales draft for payment for the same transaction.
3. **Acceptance of Cash Benefits.** If CUSTOMER agrees to accept EBT Cards and to provide Cash Benefits, CUSTOMER agrees to-maintain adequate cash on hand to issue EBT service provider authorized Cash Benefits and will issue such Cash Benefits to EBT customers in the same manner and to the same extent cash is provided to CUSTOMER's other customers. CUSTOMER may not require, and may not in CUSTOMER's advertising suggest, that any EBT customers must purchase goods or services from CUSTOMER as a condition to receiving Cash Benefits, unless such condition applies to other customers as well. CUSTOMER may not designate and direct EBT customers to special checkout lanes restricted to use by EBT customers unless CUSTOMER also designates and directs other customers to special checkout lanes for Debit Cards or Credit Cards and/or other payment methods such as checks other than cash.
4. **Interoperability.** If CUSTOMER accepts EBT Cards and provides EBT benefits (Food Stamps Benefits and/or Cash Benefits), CUSTOMER must do so for EBT customers from all states.
5. **Required Licenses.** If CUSTOMER provides Food Stamp Benefits under this MSA or any Addenda, CUSTOMER represents and warrants to PROVIDER that CUSTOMER is an FNS authorized merchant and is not currently disqualified or withdrawn from redeeming food stamp coupons or otherwise disqualified or withdrawn by FNS. CUSTOMER agrees to secure and maintain at CUSTOMER's own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of EBT benefits under this MSA or any Addenda, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that CUSTOMER will not accept EBT Cards or provide EBT benefits at any time during which CUSTOMER is not in compliance with the requirements of any EBT Rules.
6. **Term and Termination.** If CUSTOMER is disqualified or withdrawn from the Food Stamp Program, CUSTOMER's authority to issue benefits will be terminated concurrently therewith. Such disqualification or withdrawal will be deemed a breach of this MSA or any Addenda with respect to CUSTOMER's authority to issue Cash Benefits and, in the event of such disqualification, PROVIDER has the right to immediately terminate the provision of service under this Section 6 or the MSA or any Addenda in its entirety. With respect to the issuance of Cash Benefits only, CUSTOMER's authority to issue Cash Benefits may be suspended or terminated immediately at the sole discretion of PROVIDER, the state or its EBT service provider, effective upon delivery of a notice of suspension or termination specifying the reasons for such suspension or termination if there will be (i) any suspension, injunction, cessation, or termination of the EBT service provider's authority to provide EBT services to the state; (ii) failure by CUSTOMER, upon not less than thirty (30) days' prior written notice, to cure any breach by CUSTOMER of these terms and conditions, including without limitation, CUSTOMER's failure to support the issuance of EBT benefits during CUSTOMER's normal business hours consistent with CUSTOMER's normal business practices, CUSTOMER's failure to comply with EBT benefit issuance procedures, CUSTOMER's impermissible acceptance of an EBT Card, or CUSTOMER's disqualification or withdrawal from the Food Stamp Program; or (iii) based on a state's or its EBT service provider's investigation of the relevant facts, evidence that CUSTOMER or any of CUSTOMER's agents or employees are committing, participating in, or have knowledge of fraud or theft in connection with the dispensing of EBT benefits. If CUSTOMER fails to cure any breach as set forth above, CUSTOMER may appeal such suspension of termination to the applicable state for determination in its sole discretion.

In the event that CUSTOMER's authority to accept benefits is suspended or terminated by a state or its EBT service provider, and CUSTOMER successfully appeals such suspension or termination to the state or its EBT service provider, PROVIDER shall be under no obligation to reinstate the services previously provided under this Section 6 or the MSA or any Addenda, as applicable.

The provision of services under this Section 6 shall terminate automatically if our agreement or our service provider's agreement with any applicable state's EBT service provider terminates for any reason.

CUSTOMER will give prompt notice to PROVIDER if CUSTOMER plans to stop accepting EBT Cards and providing EBT benefits or if CUSTOMER is unable to comply with the terms of this Section 6.

- 7. Confidentiality of EBT System Information.** All information related to EBT customers and/or the issuance of EBT benefits shall be considered confidential information.

Individually identifiable information relating to EBT customer or applicant for EBT benefits will be held confidential and will not be disclosed by CUSTOMER or CUSTOMER's directors, officers, employees or agents, without prior written approval of the applicable state.

CUSTOMER will: (a) implement appropriate measures designed to: (1) ensure the security and confidentiality of all non-public personal information or materials regarding customers ("NPPI"); (2) protect against any anticipated threats or hazards to the security or integrity of NPPI; (3) protect against unauthorized access to or use of NPPI that could result in substantial harm or inconvenience to any customer and (4) ensure the proper disposal of NPPI; and (b) take appropriate actions to address incidents of unauthorized access to NPPI, including notification to PROVIDER as soon as possible.

The use of information obtained by CUSTOMER in the performance of CUSTOMER's duties under this Section 7 will be limited to purposes directly connected with such duties.

- 8. EBT Service Marks.** CUSTOMER will adequately display any applicable state's service Marks or other licensed marks, including the Quest Marks, and other materials supplied by PROVIDER (collectively the "Protected Marks") in accordance with the standards set by the applicable state. CUSTOMER will use the Protected Marks only to indicate that EBT benefits are issued at CUSTOMER's location(s) and will not indicate that PROVIDER, any state or its EBT service provider endorse CUSTOMER's goods or services. CUSTOMER's right to use such Protected Marks pursuant to this MSA or any Addenda will continue only so long as this Section 8 remains in effect or until CUSTOMER is notified by us, any state or its EBT service provider to cease their use or display. CUSTOMER will not use the Marks of any EBT service provider without prior written approval from such EBT service provider.

- 9. EBT Fees.** The fees of the EBT networks used to process CUSTOMER's transaction, if any, will be applied. In addition, CUSTOMER shall be responsible for the fees related to EBT Services listed on Schedule B.

**General Pricing Information:**

1. Billable transactions include: purchases, returns, declines, reversals, and authorizations.
2. The EBT network transactions include authorization, sponsorship and settlement.
3. The fees and charges set forth on this Schedule are in addition to all other Third Party Fees and all fees due and payable to Servicers and/or any applicable third party, will be collected by Servicers as set forth in the Agreement. In addition, CUSTOMER may also be charged the network fees on a per transaction per network basis, pursuant to this Section 9.

CUSTOMER AGREES THAT THE ABOVE-REFERENCED NETWORK FEES ARE CONTROLLED BY SAID NETWORK(S) AND ARE SUBJECT TO CHANGE BY THE NETWORK(S) AND THEREFORE TO THE CUSTOMER AT ANY TIME. SERVICERS WILL USE COMMERCIALY REASONABLE EFFORTS TO NOTIFY CUSTOMER PRIOR TO ANY EFFECTIVE CHANGE.

**10. Miscellaneous**

**10.1. Errors.** CUSTOMER will fully cooperate with us and any other participants in the EBT system in the resolution of errors and disputes regarding EBT transaction processed pursuant to this Section 10. CUSTOMER will promptly notify us of any such errors or disputes.

**10.2. Issuance Records.**

- i. CUSTOMER agrees to make available such informational materials as may be required by the state, its EBT service provider or any applicable regulations pertaining to the issuance of Benefits.
- ii. CUSTOMER will retain all EBT-related records (including but not limited to manual sales drafts or vouchers) in the manner required by the EBT Rules or otherwise reasonably requested by us 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. Records involving matters in litigation will be kept by CUSTOMER for a period of not less than three (3) years following the termination of the applicable litigation. Copies of any documents in media other than paper (e.g. microfilm, etc.) related to this Section 10.2 may be substituted for the originals to the extent permitted under applicable EBT Rules and provided that legible paper copies can be reproduced within a reasonable time after such records are requested.

- iii. CUSTOMER will make all EBT-related records available for audit upon request to representatives of the state or its EBT service provider, or other authorized state or federal government agency during normal business hours.
- iv. To assure compliance with this MSA or any Addenda, including without limitation this Section 10.2, the state, its EBT service provider, or other authorized state or federal government agency, will at all times, upon advance notice except in the case of suspected fraud or other similar activity, have the right to enter, during normal business hours, CUSTOMER premises to inspect or evaluate any work performed under this MSA or any Addenda, or to obtain any other information required to be provided by CUSTOMER or otherwise related to this MSA or any Addenda.

**10.3. Training.** CUSTOMER will train and permit CUSTOMER employees to receive training regarding the issuance of EBT benefits.

**10.4. Amendments.** Notwithstanding anything to the contrary in this MSA or any Addenda, 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 PROVIDER, a state or its EBT service provider to address such conflict upon twenty (20) days' written notice to CUSTOMER provided that CUSTOMER may, upon written notice, terminate CUSTOMER's obligation under this Section 10.4 upon receipt of notice of such amendment.

**10.5. State Action.** Nothing contained herein shall preclude a state from commencing appropriate administrative or legal action against CUSTOMER or for making any referral for such action to any appropriate federal, state, or local agency.

**10.6 Reference to State.** Any references to state herein will mean the state in which CUSTOMER accepts EBT benefits pursuant to this Section 10.6. If CUSTOMER accepts EBT benefits in more than one state pursuant this Section 10.6, then the reference will mean each such state severally, not jointly.

**10.7 Third Party Beneficiaries.** These terms and conditions, do not create, and will not be construed as creating, any rights enforceable by any person not having any rights directly under this MSA or any Addenda, except that the state and its Issuer, as defined in the Quest Rules, will be deemed third party beneficiaries of the representations, warranties, covenants and agreements of CUSTOMER under the MSA or any Addenda, including without limitation this Section 10.7.