

Lisa Ruden

From: no-reply@govtechservices.com on behalf of Iowa Treasurers <no-reply@govtechservices.com>
Sent: Monday, May 9, 2022 2:12 PM
To: Tina Bertrand
Subject: RE:ICTEA membership meeting

CAUTION: This email originated from **OUTSIDE** of the organization. Please verify the sender and use caution if the message contains any attachments, links, or requests for information as this person may NOT be who they claim. **If you are asked for your username and password, please call WCICC and DO NOT ENTER any data.**



Mass email sent from www.iowatreasurers.org/
Sender: Shelly Sitzmann - Plymouth County
Audience: ICTEA Treasurers

The ICTEA board has been working with FNBO (and legal) and they agreed to withdraw the individual Participation Agreements in exchange for an Amendment to the original Payment Solutions Agreement which states the Alliance, through executing a 28E, has authority and consents from the participants to enroll them as a participant.

Good news. We will dispose of the agreements you may have sent already.

In Response To:

Happy Monday!

I have attached the power point (also a pdf format) for Friday's meeting, which includes the agenda, minutes and budget.

See you this week!

Thank you!

Reply

[Click here to unsubscribe from this chain](#)

Lisa Ruden

From: Tina Bertrand
Sent: Monday, May 9, 2022 2:18 PM
To: Lisa Ruden
Subject: RE: Agenda Item
Attachments: RE:ICTEA membership meeting

Lisa,
No they have not been returned – however, I just got the attached email. So it looks like they are no longer a requirement. I will forward to the Board and other departments.

Thanks,
Tina

Tina M. Bertrand
Woodbury County Treasurer
822 Douglas St Room 102
Sioux City IA 51101
712-279-6495

From: Lisa Ruden
Sent: Thursday, May 5, 2022 12:55 PM
To: Tina Bertrand <tbertrand@woodburycountyiowa.gov>
Subject: Agenda Item

Have you gotten the FNBO Participation agreements back?

Thanks
Lisa

PARTICIPATION AGREEMENT

This Participation Agreement (PA) is entered into among
Woodbury County - Treasurer (Participant) and First Data
Merchant Services, LLC (FDMS).

WHEREAS, the Iowa County Treasurers' E-Government Alliance (ICTEA) and FDMS entered into a Payment Services Agreement (PSA), dated April 6, 22, allowing for members of the ICTEA to subscribe to merchant card services available from and through FDMS; and other services provided by FDMS; and

WHEREAS, Participant desires to subscribe to certain services available under the PSA;

NOW THEREFORE, the parties to this PA hereby agree as follows:

1. FDMS agrees to provide certain services to the Participant available under and pursuant to the PSA, which is incorporated herein by reference. Participant agrees to comply with all provisions of the PSA as Company.
2. Participant acknowledges receiving and reading the PSA, applicable exhibits, and applicable schedules, and agrees to be bound to the terms and conditions pertaining to the Participant as Company under the PSA, as amended by ICTEA and FDMS.
3. The services available to the Participant are specified in the PSA, applicable exhibits, and applicable schedules. The specific services subscribed by Participant are all Merchant Services.
4. This PA terminates upon termination or expiration of the PSA, whichever is earlier.
5. FDMS may terminate this PA for cause in accordance with any applicable terms and conditions contained in the PSA.
6. Any notice required or permitted to be given under this SPA by one party to another party shall be in writing and shall be given and deemed to have been given upon hand-delivery, or three days after being mailed by certified with postage prepaid to the other party or its successor at the address as specified as follows:

Participant:

Name: Tina Bertrand
Title: Treasurer
Address: 822 Douglas Street, Rm 102
Sioux City, IA 51101
Telephone: 712-279-6500

ICTEA:

Name: Shelly Sitzmann

Title: ICTEA Chair
Address: 5500 Westown Pkwy
West Des Moines IA 50266
Telephone: _____

FDMS:

Name: _____
Title: _____
Address: _____
Telephone: _____

Any party may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) business days prior written notice thereof.

7. This PA may not be amended except by an instrument in writing signed by an authorized representative of FDMS and the Participant. The words or phrases not otherwise defined herein will have the same meanings ascribed to them in the PSA.

8. This PA is among FDMS and Participant and the respective successors and assigns of each of them.

Signature page follows:

The parties hereto have caused this Agency Participation Agreement to be executed by their duly authorized officers. **THIS AGREEMENT IS NOT BINDING UPON FDMS UNTIL SIGNED BY ALL PARTIES.**

FIRST DATA MERCHANT SERVICES, LLC

IOWA COUNTY TREASURERS E-GOVERNMENT ALLIANCE:

By: _____
(authorized signature)

(printed name of person signing above)

Its: _____
(title of person signing above)

Date: _____

By: _____
(authorized signature)

Shelly Sitzmann
(printed name of person signing above)

Its: ICTEA Chair
(title of person signing above)

Date: April 6, 2022

Woodbury County - Treasurer

PARTICIPANT:

By: _____
(authorized signature)

(printed name of person signing above)

Its: _____
(title of person signing above)

Date: _____

PARTICIPATION AGREEMENT

This Participation Agreement (PA) is entered into among
Woodbury County - Sheriff _____ (Participant) and First Data
Merchant Services, LLC (FDMS).

WHEREAS, the Iowa County Treasurers' E-Government Alliance (ICTEA) and FDMS entered into a Payment Services Agreement (PSA), dated April 6, 22, allowing for members of the ICTEA to subscribe to merchant card services available from and through FDMS; and other services provided by FDMS; and

WHEREAS, Participant desires to subscribe to certain services available under the PSA;

NOW THEREFORE, the parties to this PA hereby agree as follows:

1. FDMS agrees to provide certain services to the Participant available under and pursuant to the PSA, which is incorporated herein by reference. Participant agrees to comply with all provisions of the PSA as Company.
2. Participant acknowledges receiving and reading the PSA, applicable exhibits, and applicable schedules, and agrees to be bound to the terms and conditions pertaining to the Participant as Company under the PSA, as amended by ICTEA and FDMS.
3. The services available to the Participant are specified in the PSA, applicable exhibits, and applicable schedules. The specific services subscribed by Participant are all Merchant Services.
4. This PA terminates upon termination or expiration of the PSA, whichever is earlier.
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6. Any notice required or permitted to be given under this SPA by one party to another party shall be in writing and shall be given and deemed to have been given upon hand-delivery, or three days after being mailed by certified with postage prepaid to the other party or its successor at the address as specified as follows:

Participant:

Name: Chad Sheenan
Title: County Sheriff
Address: 407 7th Street
Sioux City, IA 51101
Telephone: 712-279-6010

ICTEA:

Name: Shelly Sitzmann

Title: ICTEA Chair
Address: 5500 Westown Pkwy
West Des Moines IA 50266
Telephone: _____

FDMS:

Name: _____
Title: _____
Address: _____
Telephone: _____

Any party may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) business days prior written notice thereof.

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FIRST DATA MERCHANT SERVICES, LLC

IOWA COUNTY TREASURERS E-GOVERNMENT ALLIANCE:

By: _____
(authorized signature)

(printed name of person signing above)
Its: _____
(title of person signing above)
Date: _____

By: _____
(authorized signature)
Shelly Sitzmann
(printed name of person signing above)
Its: ICTEA Chair
(title of person signing above)
Date: April 6, 2022

Woodbury County - Sheriff

PARTICIPANT:

By: _____
(authorized signature)

(printed name of person signing above)
Its: _____
(title of person signing above)
Date: _____

PARTICIPATION AGREEMENT

This Participation Agreement (PA) is entered into among
Woodbury County - Jail (Participant) and First Data
Merchant Services, LLC (FDMS).

WHEREAS, the Iowa County Treasurers' E-Government Alliance (ICTEA) and FDMS entered into a Payment Services Agreement (PSA), dated April 6, 22, allowing for members of the ICTEA to subscribe to merchant card services available from and through FDMS; and other services provided by FDMS; and

WHEREAS, Participant desires to subscribe to certain services available under the PSA;

NOW THEREFORE, the parties to this PA hereby agree as follows:

1. FDMS agrees to provide certain services to the Participant available under and pursuant to the PSA, which is incorporated herein by reference. Participant agrees to comply with all provisions of the PSA as Company.
2. Participant acknowledges receiving and reading the PSA, applicable exhibits, and applicable schedules, and agrees to be bound to the terms and conditions pertaining to the Participant as Company under the PSA, as amended by ICTEA and FDMS.
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6. Any notice required or permitted to be given under this SPA by one party to another party shall be in writing and shall be given and deemed to have been given upon hand-delivery, or three days after being mailed by certified with postage prepaid to the other party or its successor at the address as specified as follows:

Participant:

Name: Chad Sheenan
Title: County Sheriff
Address: 407 7th Street
Sioux City, IA 51101
Telephone: 712-279-6010

ICTEA:

Name: Shelly Sitzmann

Title: ICTEA Chair
Address: 5500 Westown Pkwy
West Des Moines IA 50266
Telephone: _____

FDMS:

Name: _____
Title: _____
Address: _____
Telephone: _____

Any party may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) business days prior written notice thereof.

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Signature page follows:

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FIRST DATA MERCHANT SERVICES, LLC

IOWA COUNTY TREASURERS E-GOVERNMENT ALLIANCE:

By: _____
(authorized signature)

(printed name of person signing above)
Its: _____
(title of person signing above)
Date: _____

By: _____
(authorized signature)
Shelly Sitzmann
(printed name of person signing above)
Its: ICTEA Chair
(title of person signing above)
Date: April 6, 2022

Woodbury County - Jail

PARTICIPANT:

By: _____
(authorized signature)

(printed name of person signing above)
Its: _____
(title of person signing above)
Date: _____

PARTICIPATION AGREEMENT

This Participation Agreement (**PA**) is entered into among
Woodbury County - Community & Economic Development _____ (**Participant**) and First Data
Merchant Services, LLC (**FDMS**).

WHEREAS, the Iowa County Treasurers' E-Government Alliance (**ICTEA**) and FDMS entered into a Payment Services Agreement (**PSA**), dated April 6, 22, allowing for members of the ICTEA to subscribe to merchant card services available from and through FDMS; and other services provided by FDMS; and

WHEREAS, Participant desires to subscribe to certain services available under the PSA;

NOW THEREFORE, the parties to this PA hereby agree as follows:

1. FDMS agrees to provide certain services to the Participant available under and pursuant to the PSA, which is incorporated herein by reference. Participant agrees to comply with all provisions of the PSA as Company.
2. Participant acknowledges receiving and reading the PSA, applicable exhibits, and applicable schedules, and agrees to be bound to the terms and conditions pertaining to the Participant as Company under the PSA, as amended by ICTEA and FDMS.
3. The services available to the Participant are specified in the PSA, applicable exhibits, and applicable schedules. The specific services subscribed by Participant are all Merchant Services.
4. This PA terminates upon termination or expiration of the PSA, whichever is earlier.
5. FDMS may terminate this PA for cause in accordance with any applicable terms and conditions contained in the PSA.
6. Any notice required or permitted to be given under this SPA by one party to another party shall be in writing and shall be given and deemed to have been given upon hand-delivery, or three days after being mailed by certified with postage prepaid to the other party or its successor at the address as specified as follows:

Participant:

Name: Dawn Norton
Title: Senior Clerk
Address: 620 Douglas Street, Sixth Floor
Sioux City, IA 51101
Telephone: 712-279-6609

ICTEA:

Name: Shelly Sitzmann

Title: ICTEA Chair
Address: 5500 Westown Pkwy
West Des Moines IA 50266
Telephone: _____

FDMS:

Name: _____
Title: _____
Address: _____
Telephone: _____

Any party may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) business days prior written notice thereof.

7. This PA may not be amended except by an instrument in writing signed by an authorized representative of FDMS and the Participant. The words or phrases not otherwise defined herein will have the same meanings ascribed to them in the PSA.

8. This PA is among FDMS and Participant and the respective successors and assigns of each of them.

Signature page follows:

The parties hereto have caused this Agency Participation Agreement to be executed by their duly authorized officers. **THIS AGREEMENT IS NOT BINDING UPON FDMS UNTIL SIGNED BY ALL PARTIES.**

FIRST DATA MERCHANT SERVICES, LLC

IOWA COUNTY TREASURERS E-GOVERNMENT ALLIANCE:

By: _____
(authorized signature)

By: _____
(authorized signature)

(printed name of person signing above)

Shelly Sitzmann
(printed name of person signing above)

Its: _____
(title of person signing above)

Its: ICTEA Chair
(title of person signing above)

Date: _____

Date: April 6, 2022

Woodbury County - Community & Economic Development

PARTICIPANT:

By: _____
(authorized signature)

(printed name of person signing above)

Its: _____
(title of person signing above)

Date: _____

PARTICIPATION AGREEMENT

This Participation Agreement (**PA**) is entered into among
Woodbury County - Siouxland District Health Department _____ (**Participant**) and First Data
Merchant Services, LLC (**FDMS**).

WHEREAS, the Iowa County Treasurers' E-Government Alliance (**ICTEA**) and FDMS entered into a
Payment Services Agreement (**PSA**), dated April 6, 22, allowing for members of the ICTEA to
subscribe to merchant card services available from and through FDMS; and other services provided by
FDMS; and

WHEREAS, Participant desires to subscribe to certain services available under the PSA;

NOW THEREFORE, the parties to this PA hereby agree as follows:

1. FDMS agrees to provide certain services to the Participant available under and pursuant to the
PSA, which is incorporated herein by reference. Participant agrees to comply with all provisions of the
PSA as Company.
2. Participant acknowledges receiving and reading the PSA, applicable exhibits, and applicable
schedules, and agrees to be bound to the terms and conditions pertaining to the Participant as Company
under the PSA, as amended by ICTEA and FDMS.
3. The services available to the Participant are specified in the PSA, applicable exhibits, and
applicable schedules. The specific services subscribed by Participant are all Merchant Services.
4. This PA terminates upon termination or expiration of the PSA, whichever is earlier.
5. FDMS may terminate this PA for cause in accordance with any applicable terms and conditions
contained in the PSA.
6. Any notice required or permitted to be given under this SPA by one party to another party shall
be in writing and shall be given and deemed to have been given upon hand-delivery, or three days after
being mailed by certified with postage prepaid to the other party or its successor at the address as
specified as follows:

Participant:

Name: Kevin Grieme

Title: Health Director

Address: 1014 Nebraska Street
Sioux City, IA 51105

Telephone: 712-279-6119

ICTEA:

Name: Shelly Sitzmann

Title: ICTEA Chair
Address: 5500 Westown Pkwy
West Des Moines IA 50266
Telephone: _____

FDMS:

Name: _____
Title: _____
Address: _____
Telephone: _____

Any party may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) business days prior written notice thereof.

7. This PA may not be amended except by an instrument in writing signed by an authorized representative of FDMS and the Participant. The words or phrases not otherwise defined herein will have the same meanings ascribed to them in the PSA.

8. This PA is among FDMS and Participant and the respective successors and assigns of each of them.

Signature page follows:

The parties hereto have caused this Agency Participation Agreement to be executed by their duly authorized officers. **THIS AGREEMENT IS NOT BINDING UPON FDMS UNTIL SIGNED BY ALL PARTIES.**

FIRST DATA MERCHANT SERVICES, LLC

IOWA COUNTY TREASURERS E-GOVERNMENT ALLIANCE:

By: _____
(authorized signature)

(printed name of person signing above)
Its: _____
(title of person signing above)
Date: _____

By: _____
(authorized signature)
Shelly Sitzmann
(printed name of person signing above)
Its: ICTEA Chair
(title of person signing above)
Date: April 6, 2022

Woodbury County - Siouxland District Health Department

PARTICIPANT:

By: _____
(authorized signature)

(printed name of person signing above)
Its: _____
(title of person signing above)
Date: _____

Payment Solutions Agreement

This Payment Solutions Agreement (**Agreement**) is among Iowa County Treasurers' E-Government Alliance (**Company**); First Data Merchant Services LLC (**First Data**); and MetaBank, National Association (**Bank**).

The parties agree:

1 Services

First Data (along with the Bank or Debit Sponsor Bank, as described in this Agreement) will provide the Company with services according to the terms of this Agreement, as well as additional services that the parties agree to in writing (together, **Services**). First Data may provide the Services itself or through its affiliates; and, except for the Bank's or Debit Sponsor Bank's specific responsibilities described in this Agreement, First Data is solely responsible for the Services. This Agreement is a master agreement that members of Company may use to obtain the Services. To obtain the Services, members will execute a Participation Agreement which will obligate the member to perform the terms and conditions of this Agreement as if it were the Company and obligate First Data and Bank to provide the Services to the member in accordance with the Terms of this Agreement.

2 Acquiring Services

- 2.1 Bank's Role. The Bank is a member of the Visa and Mastercard Networks, permitting it to acquire Visa and Mastercard payment transactions. The Bank sponsors First Data as a Member Service Provider under the Network Rules, allowing First Data to process payment authorizations, transmissions, and settlement activities for Visa and Mastercard transactions under the Bank's direction. With respect to Visa and Mastercard transactions that are part of the Acquiring Services described below, references to First Data include the Bank; however, the Bank's responsibilities are limited solely to the sponsorship and settlement of certain card transactions submitted in accordance with this Agreement and the Visa and Mastercard Network Rules, and Bank will not have any obligation or liability of any nature in connection with any services of any kind provided by First Data or its affiliates. Specifically, **the Bank is: (1) the only entity approved to extend Visa and Mastercard product acceptance to merchants; (2) responsible for educating merchants on applicable Visa and Mastercard Network Rules (available, respectively, at: usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf and mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf), which may be provided through First Data; and (3) responsible for all funds derived from settlement that are held in reserve.** The Bank's interests or obligations under this Agreement may be assigned or otherwise transferred to another financial institution that is a member of the Networks; further, Bank may assign any of its rights or delegate any of its obligations under this Agreement to a subsidiary, affiliate, or entity that is acquiring all or any portion of its assets.
- 2.2 First Data will acquire the Company's electronic transactions for payment organizations and networks (together, **Networks**) identified below (**Acquiring Services**). First Data will be the Company's exclusive provider of the Services during the Term of this Agreement.
- 2.3 Networks. First Data will provide the Company with Acquiring Services for the following Networks:
- (1) Visa
 - (2) Mastercard
 - (3) American Express
 - (4) Discover
- 2.4 Additional Card Acquiring Services
- 2.4.1 Additional Cards. First Data, and not the Bank, will provide the Acquiring Services to the Company for its transactions that are initiated with Cards issued by Networks other than Visa

and Mastercard, and that are identified in this Agreement. A **Card** is a card, code, device, or other means allowing access to a credit, debit, prepaid, stored value, or similar account. An **Additional Card** is a Card issued by a Network other than Visa or Mastercard

- 2.4.2 Additional Card Network Agreements. Payment transactions for Additional Cards are subject to separate agreements between the Company and the Additional Card issuing Networks (**Additional Card Network Agreements**). The Company will comply with the terms of its Additional Card Network Agreements and obtain any consents required by these Networks to submit Additional Card transactions to First Data for processing. The Company will promptly notify First Data if any of its Additional Card Network Agreements expire or terminate. First Data will not be obligated to process the Company's Additional Card transactions if Company does not have an effective Additional Card Network Agreement with the applicable Network. First Data and the Bank have no responsibility to the Company for a Network's performance obligations, responsibilities, or liabilities to the Company under their Additional Card Network Agreements.
- 2.4.3 Processing. First Data will only provide the Company with data capture and authorization processing services for transactions initiated with Additional Cards; First Data will not provide settlement services for the Additional Card Networks. First Data will submit settlement files for Additional Card transactions to the appropriate Networks on behalf of the Company. Additional Card transactions will be settled directly between the Company and the corresponding Network according to their Additional Card Network Agreements.
- 2.5 Debit Transactions. First Data will also provide the Company with Acquiring Services for its debit Card transactions (**Debit Services**). First Data will process the Company's debit Card transactions based on: (1) availability of the debit Networks; (2) whether a debit Card is enabled for a particular debit Network; or (3) other factors. First Data will have discretion to choose any available debit Network when routing a particular debit Card transaction for the Company, subject to applicable Laws. First Data will provide the Debit Services using a financial institution (**Debit Sponsor Bank**) that is a member of a debit Network that is accessible to the Company and can sponsor acceptance of the Company's debit Card transactions within the debit Network. First Data will choose the financial institution that acts as the Debit Sponsor Bank for the Company's transactions. The Debit Sponsor Bank may assign its interests or obligations under this Agreement to another financial institution that is a member of the debit Networks. First Data may also substitute, or assign, the Debit Sponsor Bank's interest or obligations under this Agreement to another financial institution that is a Member of the debit Networks. References to the term "Bank" in this Agreement include the Debit Sponsor Bank with respect to the Debit Services; however, the financial institution that is the Debit Sponsor Bank is only responsible for the performance obligations described as the Bank's under this Agreement with respect to the Company's debit Card transactions.
- 2.6 Network Rules. The Company will comply with all rules, requirements, and standards of each of the Networks (together, **Network Rules**). Company acknowledges receipt of First Data's current payments acceptance guide (**Your Payment Acceptance Guide**), which will assist the Company with properly accepting and submitting its transactions for processing. Under Network Rules, the Company does not own the Card account, Cardholder, personal, or other payment transaction information generated when a payment transaction is processed using the Acquiring Services. The Company will not use, retain, disclose, sell, or disseminate any Card or Cardholder information (including, names, addresses, and Card account numbers) obtained in connection with payment transactions except for (1) authorizing, processing, and settling transactions; or (2) resolving chargebacks, retrieval requests, or similar issues related to its transaction. The Company will not reproduce electronically captured Cardholder signatures except as requested by First Data or the Networks. A Cardholder is the individual who was issued a Card.

- 2.7 Locations. First Data will perform the Acquiring Services for payment transactions submitted from all the Company's locations in the United States (excluding Puerto Rico, and other U.S. territories).
- 2.8 Submitting Transactions. The Company is responsible for:
- (1) properly transmitting the transaction data (including all transaction detail required by the Networks) to First Data's systems using the format and specifications provided by First Data (the Company will maintain and update the systems that it uses to accommodate changing Network requirements as specified by First Data);
 - (2) all payment transactions submitted for processing under its merchant identification numbers (**MIDs**), including, without limitation, all returns, refunds, or chargebacks, whether charged back by Cardholders or Card issuers;
 - (3) preventing its employees, agents, and others from submitting returns or refunds that do not reflect valid returns or refunds corresponding to prior transactions;
 - (4) retaining transaction records according to the timelines required by the Network Rules or applicable Laws; and
 - (5) maintaining transaction fraud and chargeback rates below thresholds established by the Networks.
- 2.9 Transaction Acceptance. The Company will only accept and submit transactions where:
- (1) the transaction represents a genuine sale of the Company's goods or services to the Cardholder;
 - (2) the transaction is not materially different than the transactions the Company has described to First Data with regard to the products or services sold, the procedures for payments acceptance, or the fulfillment of obligations to the Cardholder;
 - (3) the transaction complies with all requirements of the applicable Network Rules, the laws of all relevant jurisdictions, and all other requirements of this Agreement;
 - (4) the transaction is not a duplicate of any other transaction;
 - (5) the transaction is authorized by the rightful Cardholder for the amount of the transaction in satisfaction of the Cardholder's obligations to the Company;
 - (6) the transaction is in payment of goods or services provided simultaneously with the payment transaction (except for delayed delivery, advance deposit, or other partial transactions specifically allowed under the Network Rules and explicitly authorized by First Data in writing);
 - (7) the transaction is not a refinancing of an existing obligation;
 - (8) the transaction is valid, collectible, and is not subject to any dispute, setoff, or counterclaim; and
 - (9) in the case of a refund, the transaction is submitted to reimburse the Cardholder for a sale transaction that was previously submitted.

The Company represents and warrants that each transaction that it submits will comply with this Section.

- 2.10 Sales Drafts. The Company will provide First Data a copy of any sales draft(s) upon request.

2.11 Settlement

- 2.11.1 The Company will identify a bank account held in the Company's name (the **Settlement Account**) that First Data will use in connection with all Services. The Company authorizes First Data to initiate: (1) credits to the Settlement Account for proceeds of transactions submitted, and (2) debits to the Settlement Account for any amounts that may be owed or required to be paid under this Agreement. First Data will process credits to the Settlement Account via Automated Clearing House (**ACH**) entry unless the parties agree to transfer funds by wire. Company hereby authorizes First Data to process debits to the Settlement Account via ACH entry.
- 2.11.2 The Company may identify more than one bank account as the Settlement Account. If the Company designates more than one Settlement Account, credits to any of these Settlement Accounts will satisfy First Data's obligations, and successful debits to any of the Settlement Accounts will satisfy the Company's obligations under this Agreement.
- 2.11.3 Each banking day, First Data will initiate a transfer to the Settlement Account of the funds that the Networks deliver for the Company's Card payment transactions, less any amounts due from Company for fees, refunds, chargebacks, pass through expenses, or other of its obligations.
- 2.11.4 The Company does not have a property or ownership interest in any proceeds of transactions or funds received by First Data in connection with the Company's Card transactions (including any funds held in a Reserve) until those funds are transferred to the Settlement Account. First Data's obligations to fund the Company represent a general obligation and not a property interest in any specific funds.
- 2.11.5 All deposits into the Settlement Account are provisional. Cardholders, Card issuers, and the Networks have the right to require reimbursement of transactions, to impose obligations relating to violations of the Network Rules, to assess additional interchange or other assessments, and to impose fees, fines, or charges relating to the qualification of transactions.
- 2.11.6 The Company must promptly notify First Data if it fails to receive any settlement funding or if there are any changes to the Settlement Account. Transfer of settlement funds may be delayed or misdirected if the Company provides inaccurate information about, or fails to notify First Data of changes to, the Settlement Account. First Data is not responsible for settlement errors that arise if the Company provides inaccurate information about, or fails to notify First Data of changes to, the Settlement Account.
- 2.12 **MATCH Reporting.** Under some circumstances, First Data may be required to report the Company to the Member Alert to Control High Risk (**MATCH**) listing or similar listings maintained by the Networks. The Company acknowledges that First Data's obligation to Company in regard to such reporting is limited to submitting any corrective notice if any such reporting is in error.
- 2.13 **Mark License, Network Decals**
- 2.13.1 First Data grants the Company a revocable, royalty free, non-exclusive, limited license that cannot be assigned, transferred, or further sublicensed to use the Networks' trademarks and service marks (together, **Protected Marks**) in the United States according to the applicable Network Rules. This license does not grant the Company any other intellectual property right, title, interest, or claim (express or implied, by estoppel, or otherwise) to the Protected Marks.

The Company will not take any action that impairs an owner's intellectual property rights in its Protected Marks.

2.13.2 The Company will discontinue use of the Networks' decals, Protected Marks, promotional, or other materials immediately after termination of this Agreement.

2.13.3 The Company will not indicate that its products or services are endorsed by any of the Networks.

3 Financial Information; Audit

The Company will promptly provide any financial or other information reasonably requested by First Data to perform credit risk, security, qualification, and other reviews related to the provision of the Services, transactions submitted, fulfillment of obligations to First Data or Cardholders, or the financial condition of the Company. The Company authorizes First Data to obtain information from third parties when performing credit risk, security, qualification, and other reviews. First Data, the Bank, or their designees may perform a reasonable audit of the Company's records related to its performance under this Agreement with 30 days' advance written notice to the Company, during the Company's normal business hours, and at First Data's or the Bank's expense.

4 Notice of Material Changes; Third Parties

The Company will provide First Data with reasonable advance notice of any material change in the nature of the Company's business (including any change in control or merger, any liquidation, any transfer or sale of substantially all of its assets, or any change to the Company's operations that would materially affect the products or services sold, the procedures for payments acceptance, or the fulfillment of obligations to a Cardholder). The Company will provide First Data with written disclosure identifying the third parties, systems, and services the Company uses to receive, transmit, process, or otherwise manage information or its information technology systems (e.g., without limitation, encryption or firewall providers) related to the transaction information or payment data processed in connection with this Agreement (these third parties must be registered providers with the Networks).

5 The Company's Payment Obligations

The Company will pay First Data for:

- (1) all fees and charges for the Services;
- (2) all transactions that are charged back by Cardholders, Card issuers, or the Networks;
- (3) all refunds submitted in connection with the Company's transactions;
- (4) all costs, liabilities, or other obligations imposed on First Data by the Networks or other third parties as a result of transactions submitted by the Company or the actions taken (or not taken) by the Company or its third party service providers; and
- (5) the Early Termination Fee.

6 Reserve

6.1 First Data may require the Company to fund a cash reserve (**Reserve**) in an amount that reflects First Data's assessment of risk, as it may determine in its discretion from time-to-time. The Reserve is a payment obligation of First Data, established by holding back transaction proceeds or debiting the Settlement Account in order to potentially offset any obligations that the Company may have to First Data. The Reserve is not a segregated fund that the Company may claim to own. First Data is obligated to pay to the Company any amounts remaining from the Reserve after all other then-current and

contingent liabilities or obligations related to the Company's payment transactions have expired (as provided for under the Network Rules).

- 6.2 The obligations due to the Company from the Reserve will not accrue interest unless required by applicable Laws.
- 6.3 First Data will notify the Company if a Reserve is established (including its amount) or if the amount of the Reserve is modified.
- 6.4 First Data may set off any obligations that the Company owes to First Data from the Reserve.
- 6.5 Although the Company acknowledges that the Reserve is a general obligation of First Data, and not a specifically identifiable fund, if any person claims that the Reserve is an asset of the Company that is held by First Data, the Company grants and acknowledges that First Data has a security interest in the Reserve and, at First Data's request, will provide documentation to reflect this security interest.

7 Setoff and Priority

All funds that First Data owes to the Company under this Agreement are subject to the Company's payment obligations under this Agreement. First Data may set off amounts the Company owes to First Data against any funds that First Data owes to the Company.

8 Statements, Reporting

First Data will provide the Company with statements or electronic reporting (either, **Statements**) reflecting the fees, settlement amounts, and other information related to the Services. The Company must review the Statements and inform First Data of any errors within 60 days following the date that the error was, or should have been, reported. The reporting of any errors will enable First Data to recover amounts or prevent the errors from continuing. First Data will have no obligation to provide refunds for errors that the Company reports more than 60 days after they were, or should have been, reported. The Company and First Data will work together to resolve issues or disputes that arise in connection with the Statements, or the funds credited or debited to the Settlement Account.

9 Term and Implementation Period

- 9.1 This Agreement commences on the later of the dates it is signed by First Data or the Company (that date, the **Effective Date**).
- 9.2 This Agreement will continue for an initial term of 5 years (**Initial Term**), unless terminated as allowed under the terms of this Agreement. This Agreement will renew for successive 1-year periods (each a **Renewal Term**), unless either party gives the other 90 days' advance written notice of non-renewal before the end of the Initial Term. Either party may terminate this Agreement for any reason (without cause) during a Renewal Term by giving the other party 90 days' advance written notice of termination. Together, the Initial Term and any Renewal Term(s) are the **Term** of this Agreement.
- 9.3 This Agreement's exclusivity requirements will not apply and Company will not be charged any Acquiring Fees during the Implementation Period until Company processes its first transaction through First Data.

10 Confidential Information

- 10.1 Confidentiality. No party will disclose non-public information about another party's business (including the terms of this Agreement, technical specifications, customer lists, or information relating to a party's operational, strategic, or financial matters) (together, **Confidential Information**). Confidential Information does not include information that: (1) is or subsequently becomes publicly available (through no fault of the recipient); (2) the recipient lawfully possesses before its disclosure; (3) is

independently developed without reliance on the discloser's Confidential Information; or (4) is received from a third party that is not obligated to keep it confidential. Each party will implement and maintain reasonable safeguards to protect the other party's Confidential Information.

- 10.2 Disclosure. The recipient may disclose another's party's Confidential Information: (1) to its directors, officers, personnel, and representatives (including those of its subsidiaries, affiliates, subcontractors or vendors) that need to know it in connection with the recipient's performance under this Agreement, and are bound by confidentiality obligations materially similar to those required under this Agreement; and (2) in response to a subpoena, court order, request from a regulator, or as required under applicable Laws or Network Rules. First Data may disclose Company's Confidential Information, including information regarding Company's onboarding and platform integration with First Data, sales performance and sales cycles, financials, business, and transactions (including any transaction data), to PNC Bank, National Association and its affiliates, successors, and assigns (collectively, **PNC**), provided that PNC has agreed to confidentiality obligations substantially similar to those set forth in this *Section 10* to protect the disclosed information.

11 Data Security

- 11.1 The Company is responsible for any unauthorized access to any transaction data from the Company or from third parties retained by or on behalf of the Company.
- 11.2 First Data is responsible for any unauthorized access to the Company's transaction data on First Data's systems.
- 11.3 The Company must comply with Payment Card Industry Data Security Standards (**PCI DSS**) and obtain timely certification of its systems and processes (which must be maintained during the Term) as required under the Network Rules. The Company will comply with all additional standards that the Networks may require. The Company will allow the Networks, First Data, or the Bank to audit its PCI DSS compliance and information technology systems related to the Services provided under this Agreement.
- 11.4 First Data must comply with all PCI DSS requirements and the Network Rules that apply to its performance under this Agreement.
- 11.5 Security Incident.
- 11.5.1 If the Company becomes aware that there has been unauthorized access to transaction data (a Security Incident), it will promptly notify First Data. If requested by First Data, the Company will retain a reputable firm that is certified and approved by the Networks that provides forensic information security services and risk assessments in order to: (1) assess the nature and scope of the Security Incident; and (2) identify the access controls or transaction data involved in the Security Incident. The Company will take appropriate steps to contain, control, stop, and remediate any Security Incident.
- 11.5.2 The Company will provide reasonable details regarding the Security Incident to, and cooperate with, First Data, any Networks, and the forensics firms that are involved in the investigation and remediation of a Security Incident. The Company will take all actions that the Networks require in connection with the investigation and remediation of a Security Incident.
- 11.5.3 The Company will reimburse First Data and/or the Bank for all fines, fees, penalties, assessments, or other obligations of any kind imposed by a Network or a regulator on First Data or the Bank due to a Security Incident caused by the Company or its third party service providers (together, **Network Security Fees**).

- 11.6 Data Use. First Data may use transaction data obtained from providing the Services to the Company to fulfill performance obligations under this Agreement and investigate fraud, or suspected fraud, related to the Company's transactions. First Data may also use transaction data obtained from providing the Services under this Agreement in aggregated and anonymized form (as required by applicable Laws) for research and development, or to provide services generally.

12 General Suspension; Termination

- 12.1 General Termination. Either the Company or First Data may terminate this Agreement by giving 30 days' advance written notice if the other materially breaches this Agreement and fails to remedy the breach within 30 days of receiving notice of it.
- 12.2 Risk Termination. First Data may immediately suspend or terminate this Agreement, in its discretion, upon notice if the Company:
- (1) engages in fraud, misrepresentation, or intentional misconduct related to its performance under this Agreement;
 - (2) experiences excessive chargebacks, irregular, or fraudulent payment transactions (based on Network thresholds), or engages in business practices creating excessive risk for Cardholders or First Data;
 - (3) experiences a material adverse change in its financial condition;
 - (4) fails to provide notice of a material change in the nature of its business;
 - (5) fails to disclose the third parties or systems it uses in connection with the transaction information or payment data processed under this Agreement;
 - (6) fails to fund a Reserve when required under this Agreement;
 - (7) experiences a Security Incident or fails to comply with PCI DSS or a material Network requirement;
 - (8) materially changes its operations, products, services, or procedures for payments acceptance;
 - (9) sells substantially all of its assets, undergoes a change in ownership or control, merges, or effects an assignment without obtaining the prior consent of First Data;
 - (10) defaults under any other agreement it has with First Data or its affiliates; or
 - (11) a Network, a governmental authority, or the Bank instructs First Data to suspend its performance under or terminate this Agreement (in which case the Early Termination Fee will not apply).

Together, the events described in this Section are **Default Events**.

- 12.3 First Data's and Bank's provision of Services under this Agreement is expressly contingent upon First Data's and Bank's satisfactory completion of their risk, credit and regulatory reviews of Company. Company agrees to provide First Data and Bank with any documentation and assistance as may be reasonably required from time-to-time to facilitate these reviews. Should First Data and Bank be unable to satisfactorily complete their reviews as described in this Section, the parties agree to terminate the Agreement without penalty, such termination to be memorialized in writing.

13 Early Termination Fee (Reserved)

14 Responsibility

- 14.1 The Company will be responsible for losses, damages, costs, or expenses (together, **Losses**) due to third party claims that result from the Company's or their third party service providers gross negligence, willful misconduct, or breach of this Agreement. First Data will be responsible for Losses due to third party claims that result from First Data's gross negligence, willful misconduct, or breach of this Agreement.
- 14.2 The non-responsible party will promptly notify the responsible party of any third party claim that is subject to this Section 14. The responsible party will have the opportunity to defend these claims using counsel it selects and will have the authority to enter into a settlement for monetary damages provided that it pays such amounts. The parties will cooperate with regard to any other conditions of settlement as well as in providing records, access to personnel or other information reasonably necessary to defend any claims.

15 Exclusion of Damages

First Data, the Bank, and the Company will not be liable to each other for lost profits, revenues, or business opportunities, nor any exemplary, punitive, special, indirect, incidental, or consequential damages (whether direct or indirect) under this Agreement; regardless of whether these damages were foreseeable or a party was advised they were possible. Network Security Fees, the Early Termination Fee, and other amounts for which a party is liable under this Agreement (including, without limitation, amounts imposed by a regulatory authority that are specifically due to a party's failure to perform its obligations under this Agreement) are not excluded by this Section.

16 Limitation of Liability

First Data's and the Company's aggregate liability to the other for losses arising from any cause (regardless of the form of action or legal theory) in connection with this Agreement will be limited to \$500,000.00 (**Liability Cap**). The Liability Cap will not apply to: (1) First Data's obligation to remit the proceeds of the Company's transactions that are processed under this Agreement (after accounting for all offsetting obligations); or (2) the Company's payment obligations related to the Services, Network Security Fees, the Early Termination Fee, and other amounts for which it is specifically liable under this Agreement (including, without limitation, amounts imposed by a regulatory authority that are specifically due to a party's failure to perform its obligations under this Agreement). The Bank will have no liability to Company except for what is set forth in *Section 2.1*.

17 Notices

Written notices (other than normal operations) required under this Agreement will be sent by email, certified mail, or courier (all with tracking and delivery confirmation). Notices will be effective upon receipt.

Notices to the Company will be sent to: 5500 Westown Pkwy, Suite 190. West Des Moines, IA 50266.

Notices to First Data will be sent to: First Data Merchant Services LLC, Attn: Legal Department, 4000 NW 120th Avenue, MS/CON – MER, Coral Springs, Florida 33065; with a copy to First Data Merchant Services LLC, Attn: General Counsel, 6855 Pacific Street, Omaha, Nebraska 68106. Emailed notices to First Data will be sent to legalpapers@fiserv.com

Notices to the Bank will be sent to: MetaBank, National Association, Attn: Vice President - Operations, 5501 South Broadband Lane, Sioux Falls, South Dakota 57108; with a copy to: MetaBank, National Association, Attn: Legal, 5501 South Broadband Lane, Sioux Falls, South Dakota 57108.

18 Third Party Beneficiaries, Providers

There are no third party beneficiaries to this Agreement other than First Data's or the Bank's subsidiaries and affiliates involved in providing the Services to the Company. Each party is responsible for the performance of any third parties it uses in connection with the Services, and their compliance with the terms of this Agreement.

19 Waivers

A party's waiver of a breach of this agreement will not be considered a waiver of a subsequent breach.

20 Compliance with Law, Choice of Law, Waiver of Jury Trial

The parties will comply with all laws, rules (including Network Rules), and regulations (together **Laws**) that are applicable to their respective performance obligations under this Agreement. This Agreement will be governed by Iowa law (without regard to its choice of law provisions). The courts of jurisdiction in which Company is located will be the proper venue for legal proceedings brought in connection with this Agreement. First Data and the Company each waive their right to a jury trial for claims arising in connection with this Agreement.

21 Entire Agreement, Amendment, Counterparts

The defined term **Agreement** includes its schedules, addenda, and any amendments (capitalized terms used in the schedules, addenda, or amendments without definition will have the meanings given to them in this Agreement). This Agreement is the entire agreement between the parties and replaces any prior agreements or understandings (written or oral) with respect to its subject matter. Schedules, addenda, amendments, or any other modifications to this Agreement related to Services that are provided solely by First Data and not the Bank need only be executed by the Company and First Data (references in these Schedules to **party** or **parties** will mean First Data and the Company, as applicable, and not the Bank). This Agreement and any addenda, or amendments may be executed electronically and in counterparts, each of which constitutes one agreement when taken together. Electronic and other copies of the executed Agreement are valid.

22 Assignment

The parties may not assign this Agreement without the others' written consent (not to be unreasonably withheld), except as provided in *Sections 2.1* and *2.5*, or otherwise under its terms. This Agreement will be enforceable against a party's permitted successors or assigns.

23 Publicity

Company and First Data may make general references about each other and the Services to third parties, such as auditors, regulators, financial analysts, and prospective customers and clients, provided that Company or First Data does not breach **Section 10**. First Data may issue a press release regarding this Agreement, including its renewal and the Services provided, subject to Company's review and approval, which shall not be unreasonably withheld or unduly delayed. Company must obtain prior written approval for any publicity, statements, or references related to the Bank and its role in connection with this Agreement.

[Signature Page Follows]

Authorized Signatures:

Company

First Data Merchant Services LLC

By: 

By: _____

Name: Shelly Sitzmann
Title: Chair - ICTEA
Date: 4-6-2022

Name: _____
Title: _____
Date: _____

MetaBank, National Association
as Bank and Debit Sponsor Bank under Section 2.5
By First Data pursuant to a Limited Power of Attorney

By: _____
Name: _____
Title: _____
Date: _____

Acquiring Fee Schedule

1 Acquiring Fees

The Company will pay First Data the fees described below (**Acquiring Fees**) for the Acquiring Services. The Acquiring Fees are based on the Company's business methods and the types of transactions it will submit for processing that the Company disclosed to First Data. First Data may modify the Acquiring Fees if the Company materially changes its business methods or the types of transactions that it submits for processing.

Acquiring Fees	Amount	Driver
Transaction ¹ (Visa and Mastercard Cards)	\$0.07 + 0.01%	per transaction
Transaction ¹ (Other Cards)	\$0.07 + 0.01%	per transaction
Transaction ¹ (Debit Cards)	\$0.07 + 0.01%	per transaction
Authorization (Voice) ²	\$0.25	per call
Authorization (IVR) ²	\$0.25	per IVR call
Chargeback	\$30.00	per chargeback
Retrieval	\$30.00	per retrieval
Adjustment	\$30.00	per adjustment
ACH Deposit	\$5.00	per deposit
ACH Reject	\$5.00	per rejection
Wire Deposit	\$10.00	per wire
ClientLine Reporting	\$N/A	per month
Paper Statement	\$N/A	per statement
Imprinter (includes plate)	\$50.00	per imprinter
Activation	\$0	per POS terminal
Down-line Loads (full)	\$50.00	per load
Down-line Load (partial)	\$50.00	per load
Implementation Fee	\$100.00	per project
Application Fee	\$0	per application
Maintenance Fee	\$0	per month
Merchant ID Set-Up Fee	\$0	per MID
Merchant ID Monthly Fee	\$0	per MID
PCI Compliance Program Fee (per MID)	\$40.00	per year
PCI Non-Compliance Fee (per MID)	\$10.00	per month
Custom Reporting	\$50	per hour
Custom Report (recurring reports)	\$200	per report

¹ This amount is charged for each authorization attempt (whether approved or declined), purchases, reversals, or returns. This amount includes authorization and data capture for Visa, Mastercard, American Express, and Discover transactions; and settlement for Visa and Mastercard transactions. American Express and Discover charge settlement processing fees separately to the Company under separate agreements these Networks have with Company

² This fee is in addition to the applicable transaction fee

2 Network Fees

The Networks and other third parties impose fees on the Company's transactions, some of which are charged to First Data. The Company will pay First Data for all fees and charges that are imposed by the Networks and other third parties (together **Network Fees**) on the gross amount of Company's transactions that are

processed using the Acquiring Services. The Networks and other third parties may modify their Network Fees during the Term of this Agreement. Modifications to the Network Fees will be effective on the dates set by the Networks or other third parties. Network Fees are in addition to the Acquiring Fees and include:

Interchange
Excessive Chargebacks
Dues and Assessments
Access Fees
Debit Network Fees
Other Fees (including Network Security Fees)