



**AMENDMENT TO
THE AMENDED AND RESTATED 2011 RENEWAL SERVICE AGREEMENT
DATED JUNE 30, 2012**

This is an amendment (the "Amendment"), effective January 1, 2016 ("Amendment Effective Date"), to the Amended and Restated 2011 Renewal Service Agreement, effective as of June 30, 2012 ("Amended Agreement"), by and between **ICBA Bancard, Inc.** ("Bancard") and **Fidelity National Card Services, Inc.** ("FIS"). As of the Amendment Effective Date, the parties hereby agree to amend the Amended Agreement as follows.

1. **Term**. Section 2.0 of the Amended Agreement is hereby amended to extend the Term of the Amended Agreement until December 31, 2021.
2. **Replacement of Schedules for Program Services**. Schedules A, C and K to the Amended Agreement shall be deleted in their entirety and replaced with Schedules A, C and K attached hereto and labeled "Effective as of January 01, 2016". For the sake of clarity, Schedules E and F to the Amended Agreement shall continue to remain in effect for the Term of the Amended Agreement (as extended pursuant to Section 1, above).
3. **Chargeback, Dispute and Fraud Case Management Pricing**. Upon conclusion of FIS' implementation of the Visa Claim Resolution requirements, and after FIS has had a reasonable evaluation period to analyze the effects, FIS will re-evaluate its stated fees for the provision of its chargeback, dispute and fraud case management services, taking into consideration any efficiencies or cost reductions experienced by FIS as a direct result of the Visa Claim Resolution requirements.
4. **Tokenization Enablement**. FIS shall waive its fees for its standard tokenization implementation services for those Program Members that enter into a definitive agreement to receive FIS's tokenization services prior to December 31, 2017. For the sake of clarity, FIS shall be entitled to charge its then-current implementation fees for (i) all Program Members that do not meet the criteria specifically described above; and (ii) all non-standard and/or customized implementation services FIS renders.
5. **Program Member Retention**. The last sentence of the second paragraph of Section 4.11 of the Amended Agreement (regarding the conversion of up to 100,000 cardholder accounts) shall be deleted in its entirety.
6. **FIS Exclusivity**. Section 5.1 of the Amended Agreement shall be deleted in its entirety and replaced with the following:

"During the Term and any Renewal Term(s) of this Amendment Agreement, FIS shall be the exclusive third party service provider for authorizations, processing, clearing and settlement, fraud and risk management, chargeback and dispute services for credit card issuing activities (the "Core Services") for Program Member cardholder accounts residing on an FIS processing system as of the Amendment Effective Date. New credit cardholder accounts acquired by Program Members after the Amendment Effective Date shall be non-exclusive to FIS and may be placed with other providers."

7. **Cost Certainty**. Section 6.1(b) of the Amended Agreement shall be deleted in its entirety and replaced with the following:

"On one (1) occasion during the Term of the Amended Agreement, on or after December 31, 2017, FIS may increase recurring fees for Program Services and FIS Services by the amount of the percentage change in ECI, calculated by averaging the annual ECI change for the four (4) fiscal quarters immediately preceding the scheduled effective date of the

pricing adjustment, provided the minimum pricing adjustment is two (2%) percent, and the maximum pricing adjustment is four (4%) percent, of the then-current pricing. ECI is the U.S. Employment Cost Index (“ECI”) – Civilian: All Workers total compensation, as published by the U.S. Bureau of Labor Statistics (www.bls.gov). If the ECI is unavailable or materially changes in content and scope, then FIS may in good faith select another U.S. Government index as a substitute in order to obtain substantially the same result. Pricing adjustments for all products and services will take effect on one hundred eighty (180) days’ advance written notice. Notwithstanding the foregoing, in the event that FIS has experienced a Material Failure at any time within ninety (90) days of the proposed effective date of the pricing adjustment, the pricing adjustment will be postponed until the expiration of that 90-day period.”

On one (1) occasion during each separate Renewal Term of the Agreement, on or after December 31, 2021, FIS may increase recurring fees for Program Services as set forth above.

8. **Strategic Development and Planning.** On an annual basis, the parties shall meet to discuss and develop a mutually agreed upon plan of action to (i) encourage organic growth in Program Members’ credit card portfolios; and (ii) improve the quality of service that FIS and Bancard provide to Program Members, including but not limited to the quality of sales support that Program Members receive and the performance of the Program Services.
9. **Transfer of Crittson Association Banks to Bancard.** In the event that an FIS credit card processing client that receives its services by way of the Crittson Association elects to terminate its credit card processing agreement with FIS and contract directly with Bancard for credit card processing services pursuant to a Financial Services Agreement, FIS shall waive any early termination fees (i.e., liquidated damages) and association conversion fees that would otherwise be due under such client’s card processing agreement as a result of such termination, provided that, prior to December 31, 2017, the client becomes a Program Member and executes a Financial Services Agreement. For the sake of clarity, in the event that the client desires to migrate its card processing services to another processing platform (e.g., BASE2000), FIS shall be entitled to charge its then-current fee for its platform conversion services.
10. **TBS to BASE2000 Conversions.** Upon conclusion and final testing of FIS’ platform conversion automation initiative, FIS will increase its capacity to support Program Member conversions from the TBS processing platform to the BASE2000 processing platform such that FIS will support four (4) separate conversion events per year. Each separate conversion event will be subject to FIS’ then-current maximum client capacity (currently, the maximum capacity is 7 clients per event). All conversions will be subject to the applicable costs and fees set forth in the Schedules to the Amended Agreement. FIS will endeavor to complete the platform conversion automation initiative by December 31, 2017.
11. **Standardized Pricing.** FIS will endeavor to create standardized pricing (e.g., recurring fees, transaction fees and implementation fees) for Programs Members that make their credit cards available to cardholders via third-party institutions (e.g., Agent Banks). In creating this standardized pricing, FIS will consider whether it would be beneficial from a business perspective to create a subset of standardized pricing that would be reserved for smaller Program Members, as reasonably determined by FIS. Where mutually agreed upon by FIS and Bancard, FIS will create this subset of standard pricing and indicate which Program Members (either by name or asset size) are eligible to receive it.
12. **Outsourcing Management; TSP Audit and Vendor Diligence Information.** Sections 7.5, 7.6, 9.2, 11.3 and 13.0 of the Amended Agreement shall be deleted in their entirety and replaced with the following:

9.2 Right to Audit.

9.2.a Outsourcing and TSP Diligence Generally. FIS will cooperate with Bancard and Program Members to meet their responsibilities to diligence and audit FIS as a third party technology service provider (TSP), as contemplated by the FFIEC IT Examination Handbook and related guidelines (TSP Guidelines). FIS will regularly make available audit reports and materials that address a Program Member's vendor management and diligence requirements under the TSP Guidelines. Specific information regarding the available materials meeting the TSP Guidelines is available under the "Vendor Diligence and Audit Materials" on the FIS Client Portal.

9.2.b Vendor Diligence and Audit Materials. Through its FIS Client Portal and FIS Governance Site, Program Members will have continuous electronic access to audit reports, attestations, and other detailed information regarding FIS's internal systems testing and procedures, and FIS's information security and data privacy controls. These audit materials include recent independent audits (such as SSAE 16's), third party attestations and certifications (such as AT101's and PCI AOC's), and detailed information and testing results regarding physical, technical and administrative controls utilized by the business lines within FIS and the security of a Program Member's Confidential Information.

9.2.c Information Security and Risk Management In-Depth Conferences. Bancard and Program Members may attend any or all of the FIS In-Depth Conferences, which provide detailed audit information and in-depth in-person discussions with FIS's senior executive team regarding FIS's information security and risk management processes and system testing results. The In-Depth Conferences provide comprehensive vendor diligence information, including (i) a thorough, interactive review of FIS enterprise-wide security and system controls, and (ii) specific assessments of industry standards and best practices for financial technology information security and risk management. As of the Amendment Effective Date, FIS offers four (4) In-Depth Conferences each year, with clients attending a two-day event onsite at different FIS facilities.

9.2.d Governmental Access. FIS shall permit governmental agencies that regulate Bancard and/or Program Members in connection with Program Service to examine FIS's books and records to the same extent as if the Program Service was being performed by Bancard and/or Program Member on its own premises, subject to FIS's confidentiality and security policies and procedures.

13. Service Level Agreement ("SLA").

13.1 Exhibit 1 shall be deleted in its entirety and replaced with a new Exhibit 1 labeled "Effective as of January 01, 2016".

13.2 The definition of a "Material Failure", as set forth in the second sentence of Section 9.1(b) of the Amended Agreement, shall be deleted and replaced with the following:

"Taking into consideration any Excluded Outages, FIS's failure to meet (i) the same Material Standard for a period of three (3) consecutive months, or (ii) three (3) or more of any other Standard (i.e., a Standard that is not designated as a "Material Standard") per month for a period of three (3) consecutive months, shall be deemed a "Material Failure."

13.3 For the sake of clarity, nothing in Section 13 of this Amendment shall alter or amend FIS's obligation to pay a SLA Credit in the event of an SLA Failure, as described in the first sentence of Section 9.1(b) of the Amendment Agreement.

13.4 Upon Bancard's written request, FIS will provide Bancard with explanatory materials and/or documentation to help demonstrate FIS' internal calculations of (i) its performance with respect to the SLAs; and (ii) any applicable SLA Credits owed to Bancard. Any conversations, materials or documentation regarding the foregoing shall be considered FIS' Confidential Information.

14. **Limitations on Damages.** Section 28.0 of the Amended Agreement shall be deleted in its entirety and replaced with the following:

“28.1.a. Limitation of Liability – Program Members. FIS' and Bancard's total liability to any Program Member under this Amended Agreement and/or any Financial Services Agreement shall be limited in all cases and in the aggregate to the amount of fees actually paid by the Program Member under the Financial Services Agreement during the eighteen (18) months preceding the date of the event that is the basis for the Program Member's first claim or, if the Financial Services Agreement has been in effect for less than eighteen (18) months, the amount shall be calculated by averaging the monthly fees paid to date by the Program Member and multiplying that number by eighteen (18). NEITHER FIS NOR BANCARD SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, DELAY OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR OTHER PECUNIARY LOSS), EVEN IF FIS OR BANCARD WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. The parties agree that any Data Confidentiality and Security Damages that FIS pays or incurs on a Program Member's behalf shall constitute direct damages. **“Data Confidentiality and Security Damages”** means (i) the costs and expenses incurred by FIS in the preparation and distribution of any customer notifications required by applicable breach notification laws; and (ii) the costs and expenses incurred by FIS in providing credit monitoring services for a period of one (1) year to those customers whose NPI was misused, in each case, to the extent caused by the unauthorized access to NPI that resulted from FIS's failure to comply with its obligations set forth in Section 11.2.1(a) of the Amended Agreement. For the avoidance of doubt, the Data Confidentiality and Security Damages identified in this Section 28.1.a. that FIS pays or incurs on a Program Member's behalf shall constitute direct damages and not be subject to the waiver of damages set forth in the second sentence of this Section 28.1.a. FIS's obligation to pay or incur Data Confidentiality and Security Damages is subject to the monetary cap on direct damages set forth in the first sentence of this Section 28.1.a.

28.2 Limitation of Liability – FIS/Bancard. FIS' and its affiliates' and subsidiaries' (including Fidelity National Information Services, Inc.) total liability to Bancard and Bancard's total liability to FIS and its affiliates and subsidiaries under this Amended Agreement, including any Exhibit or Rider, and/or any Financial Services Agreement shall be limited in all cases and in the aggregate to Ten Million Dollars (\$10,000,000.00). NEITHER FIS NOR BANCARD SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, DELAY OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR OTHER PECUNIARY LOSS), EVEN IF FIS OR BANCARD WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

28.3 Disclaimer of Liability for Certain Losses. Under no circumstances shall FIS or Bancard be liable to any Program Member for any losses, claims, demands, penalties, actions, causes of action, suits, obligations, liabilities, damages, delays, costs or expenses, including reasonable attorney's fees (collectively, "Losses") caused, directly or indirectly, in whole or in part, by: (i) Program Member; (ii) a third party, other than FIS' authorized agents; (iii) use of attachments, features, or devices not authorized by FIS in writing; (iv) improper or inadequate conditions at a non-FIS site; (v) improper or

incomplete installation not caused by FIS or its authorized agents; (vi) equipment changes, reconfigurations, upgrades or relocations performed by someone other than FIS or its authorized agents; (vii) abuse, misuse, alteration or use that is inconsistent with the terms of this Agreement or the Financial Services Agreement; (viii) incorrect or incomplete data supplied by Program Member or its agents; (ix) software, hardware or systems not supplied by FIS; (x) a force majeure event; or (xi) a failure that is not directly attributable to FIS or Bancard or under FIS' or Bancard's direct control. In the event of any error by FIS in processing any data or preparing any report or file hereunder, FIS's sole obligation shall be to correct the error by reprocessing the affected data or preparing and issuing a new file or report at no additional cost to Program Member; provided, however, FIS's obligation herein is contingent upon Program Member notifying FIS of the error within fifteen (15) business days or, in the case of the Service that has a monthly processing cycle (e.g., statement rendering), one (1) processing cycle after Program Member receives the improperly processed data, report or file."

15. Settlement.

15.1 The opening clause of Section 7.1.1 of the Amended Agreement shall be deleted in its entirety and replaced with the following:

"Subject to Section 7.1.3, FIS may access the designated program clearing account ("Program Clearing Account" or "PCA") for the following purposes."

15.2 The following provision shall be added as Section 7.1.3 to the Amended Agreement:

"7.1.3 Limits on Amount Accessed from PCA. In accessing the PCA under the Amended Agreement, and notwithstanding anything in Section 7.1.1 to the contrary, FIS may not access the PCA for funds in an amount that exceeds the existing ownership interest of the affected Program Member, regardless of whether the Program Member is receiving the Program Services at the time that FIS accesses the PCA."

15.3 Section 7.1.2 shall be amended by replacing the words "22" days" in the definition of "Average Daily Sales" with "21.5 days".

15.4 Section 7.2.1 shall be amended by deleting the words "x 2.5 (anticipated transactions per cardholder account per month) x 52 (anticipated average transaction amount)" the second time this phrase appears in the equation.

15.5 Section 7.2.1 shall be amended by replacing the word "SA" with the word "PCA" in the second sentence of the paragraph that follows the equation.

15.6 Subject to the restrictions and limitations otherwise set forth in this Amended Agreement, Bancard and each Program Member acknowledge and agree that FIS shall be entitled to make transfers to and from its own accounts for the purposes of facilitating the specific settlement and payment activities allowed by the Agreement. The parties acknowledge and agree that the Designation of Agent, pursuant to which Bancard designated FIS as its Wells Fargo account opening agent, does not expand FIS's ability to use or access Program Member funds beyond what is contemplated by the Amended Agreement."

16. Data Usage. Notwithstanding anything in the Amended Agreement or any Financial Services Agreement to the contrary, FIS may store and use all information and data provided by or on behalf of a Program Member or developed by FIS in the course of rendering FIS Services, provided that such storage and use is for purposes of performing FIS's obligations under this Agreement, or for purposes permitted under federal and state

laws applicable to FIS, including the use of data aggregation measures to perform industry analytics for card performance analysis. Termination of this Agreement or any Financial Services Agreement shall not require FIS to remove, return or cease to store or use any such information or data obtained from Program Member or developed by FIS.

17. **Termination for Convenience.** The third sentence of Section 4.10 of the Amended Agreement shall be deleted in its entirety and replaced with the following:

“A Program Member may terminate the Program Service at issue without the imposition of liquidated damages in the event of Fidelity’s unexcused failure to meet the same Material Service Level Agreement (“SLA”) (as defined in Exhibit 1) for a period of three (3) consecutive months.”

18. **Changes to the Program Services.** The following provisions shall be added as Sections 15.2 and 15.3 to the Amended Agreement:

“15.2 FIS may change any features, functions, brand, third party provider, or attributes of an FIS Service, or any element of its systems or processes, from time to time, provided that such changes do not have a material adverse impact on the performance or fees associated with the FIS Service. Program Members shall not rely on identification of specific brands associated with or names of third party providers of an FIS Service as an obligation of FIS to use any particular brand or third party provider.

15.3 In addition to the termination rights set forth in the Agreement, FIS may terminate an FIS Service, in whole or in part, without penalty, if FIS’s agreement to use any third-party software or service upon which the FIS Service relies expires or is terminated; provided, however, that prior to any such termination, FIS shall use commercially reasonable efforts to either (i) extend the applicable expiration or termination date so that its provision of the FIS Service is not interrupted; (ii) procure a third-party software or service similar to the expired or terminated software or service in order to continue to deliver the FIS Service without interruption and without reduction in quality or increase in fees to Program Member; or (iii) develop another workaround that allows Program Member to continue to receive the FIS Service without interruption and without reduction in quality or increase in fees.”

19. **SecurLOCK™ Services (f/k/a Falcon Services).** Section 23 of the Amended Agreement shall be deleted in its entirety and replaced with the following:

“23.1 Bancard hereby engages FIS to provide the SecurLOCK Services to all Program Members receiving the Credit Card Program Services. Bancard shall require all Programs Members receiving the Credit Card Program Services to utilize SecurLOCK through FIS. Bancard and/or the Program Member will be responsible for paying the applicable fees. The following terms and conditions will apply to each Program Member’s use of the SecureLOCK Services:

23.2 FIS shall provide the Service to Program Member in either a standard or distributive environment. In a standard environment, using a neural network engine (“Neural Network”), FIS will monitor Program Member’s transactions and use commercially reasonable efforts to identify potential fraudulent activity. In a distributive environment, FIS’s sole obligation is to grant Program Member a non-transferable, non-exclusive, revocable, limited copyright sublicense providing the right to use and access the Service in object code form utilizing workstation components at Program Member’s location. Program Member will configure the application, securely manipulate all software parameters and settings, evaluate, manage, and take action with respect to potential fraudulent activity in accordance with the Service specifications. The Neural Network is a proprietary transaction account fraud detection and report system of Fair Isaac Corporation (together with its affiliated companies, “Fair Isaac”),



which FIS has obtained the right to offer to its clients pursuant to an agreement with Fair Isaac. Program Members shall only use the Service for its cardholder accounts that had a balance or any monetary or non-monetary transaction or authorization during the applicable activity month ("Active Accounts").

23.3 Approximately fifteen (15) days following the date the Services are first used in a production environment, FIS will begin to develop individual profiles for each cardholder's card, which development will take approximately sixty (60) days ("Profiling Period"). At commencement of the Profiling Period, FIS shall provide Program Member with notice of the date that the Service will become operational (the "Activation Date"). **PRIOR TO THE ACTIVATION DATE, POTENTIAL FRAUDULENT ACTIVITY WILL NOT BE ROUTED TO FIS's FRAUD ALERT SPECIALISTS FOR REVIEW AND/OR ACTION.** This subsection shall not apply in the event that Program Member is using the Service in a production environment as of the Amendment Effective Date.

23.4 When the Service detects a potentially fraudulent transaction in the standard environment, FIS may decline the transaction, place a "hold" on the applicable card to prevent any further transactions, and/or promptly contact by telephone either the cardholder or an individual designated by Program Member. Program Member hereby authorizes FIS to decline card transactions that appear suspicious in FIS's sole discretion and to contact the cardholder to confirm transaction activity as deemed appropriate in FIS's sole discretion. In the distributive environment, the obligations set forth in this subsection are the sole responsibility of Program Member.

23.5 The Service will be available twenty-four (24) hours per day, seven (7) days per week; provided, however, that FIS reserves the right to suspend availability of the Service for the purpose of maintenance or updating during "off-peak" hours. Although FIS will use commercially reasonable efforts to keep these periods of unavailability as short as reasonably possible, Program Member acknowledges that fraudulent transactions may occur during these periods and neither FIS nor Bancard shall have any liability for those transactions. FIS's call center shall operate twenty-four (24) hours per day, seven (7) days per week, however FIS will only place outbound calls 7:00 a.m. to 9:00 p.m. Monday through Friday, and 8:00 a.m. to 9:00 p.m. Saturday and Sunday in the Program Member's local time zone.

23.6 Program Member agrees to use reasonable efforts to contact its cardholders regarding potentially fraudulent cards or fraudulent use of a card and shall provide FIS with any information obtained from a cardholder regarding such cards.

23.7 Program Member shall participate, via FIS, in Fair Isaac's Fraud Control Consortium ("Consortium"), a cooperative arrangement among card issuers and Fair Isaac that permits Fair Isaac to collect and analyze data on card fraud for the purpose of identifying fraud trends and fraudulent behavior. Program Member authorizes FIS, within thirty (30) days of the Amendment Effective Date and monthly after the commencement of the Service, to provide to Fair Isaac encrypted Program Member data and other information requested from time to time by Fair Isaac for use by the Consortium in connection with: (a) Fair Isaac and its affiliates' products and services; (b) in connection with and as part of any Consortium data; and (c) other research, consulting and development activities of Fair Isaac and its affiliates. Program Member acknowledges and agrees that contribution of data to the Consortium is a requirement for use of the Service. All Program Member data provided by FIS to the Consortium shall be subject to commercially reasonable confidentiality provisions, and FIS shall ensure that all Program Member data provided to the Consortium is "de-personalized" and "de-identifiable" (as defined by applicable law) and not identifiable to any person, individual, consumer, or entity. Program Member's participation in the Consortium may be terminated in the event that Program Member is unwilling or unable to provide Program Member data to Fair Isaac at all or in an acceptable format. In such event, the Program

Member will be required to license a custom model from Fair Isaac, pursuant to a separate agreement.

23.8 Fair Isaac retains and reserves sole and exclusive worldwide right, title, and interest in and to the Neural Network, the Fair Isaac proprietary software that enables users to configure the application, and to securely manipulate all software parameters and settings, and in any related documentation, subject to the license rights granted to Program Member herein.

23.9 Only cards issued by Program Member and processed by FIS are eligible for the Service.

23.10 Program Member understands that the Service is intended to detect and prevent potential fraudulent card activity. However, Program Member acknowledges that (i) no fraud detection tool is one hundred percent accurate, (ii) it is likely that some fraudulent transactions will go undetected by the Service or other mechanisms and may not be declined, and (iii) some non-fraudulent transactions may be declined because of the detection of potentially fraudulent activity. Program Member acknowledges and agrees that if the data submitted to Fair Isaac is not provided in accordance with the Fair Isaac's specifications, a degradation of performance of the Service may occur, such that it may not perform in accordance with its documentation. Program Member will make every reasonable effort to work with FIS to correct any incomplete or inaccurate data contributed to Fair Isaac.

23.11 FIS's obligation to provide the Service shall be contingent upon Program Member's compliance with the following: (i) Program Member will use its commercially reasonable efforts to keep current on FIS's database all information regarding cardholders, including, but not limited to, each cardholder's date of birth, telephone numbers, address and Social Security number; (ii) Program Member shall participate in periodic confidential surveys deemed necessary by FIS or Fair Isaac to assess the Service's performance; and (iii) Program Member acknowledges and agrees that the parameters for operation of the Neural Network system in the standard environment shall be determined from time to time by FIS and Fair Isaac, as applicable, to attempt to improve the performance of the Service, in their sole discretion. In the distributive environment, FIS will provide ranges of parameters for general operation of the Neural Network but Program Member will be solely responsible for designating its applicable parameters for operation. Examples of such parameters include, without limitation, minimum scores required to trigger an inquiry and prerequisites to a decision to block a card or initiate cardholder or Program Member contact and the then current Service operating procedures issued by FIS.

23.12 "Real-Time Rules" are rules applicable to the scoring mode (as described in the operating procedures). In the standard environment, Real-Time Rules are solely established by FIS. In the distributive environment, Program Member will provide FIS with the Real-Time Rules applicable to the operation of the Service. FIS has the right to reject any Real-Time Rule it deems potentially adverse to any Association standard or the performance of the Service.

23.13 FIS and Bancard disclaim all liability to Program Member for, and Program Member shall indemnify and hold FIS and Bancard harmless from, any and all losses, damages, actions or claims arising in connection with any of the following: (i) any occurrence of fraud in connection with a card; (ii) the application of a low risk score when a transaction was actually fraudulent; (iii) the application of a high risk score which results in blocking use of a card which is not involved in fraudulent activity; (iv) any failure by FIS to decline a fraudulent transaction or to notify Program Member or cardholder of a fraudulent transaction; (v) any decline of a non-fraudulent transaction; (vi) a cardholder's inability to use his or her card due to FIS placing a restriction on a card which FIS determines to be potentially fraudulent; and (vii) Service downtime for maintenance, enhancements, upgrades, and similar activities.

23.14 Except as expressly stated herein, Program Member warrants that neither Program Member nor its affiliates, nor its or their employees, representatives, contractors, and/or agents: (i) shall in any way use the Service other than within the scope of the licenses granted; (ii) shall in any way alter, change, modify, adapt, translate, or make derivative works from the Service; (iii) shall, with respect to the Service reverse engineer, decompile, disassemble, or reduce any object code to human perceivable form or permit others to do so; (iv) shall sublicense or operate the Service for timesharing, rental, outsourcing, or service bureau operations, or to train persons other than permitted users; (v) shall disclose or publish performance benchmark results for the Service without FIS and Fair Isaac's prior written consent; or (vi) shall use any third party software provided in connection with the Service in conjunction with any product or service other than the Service. Program Member further represents and warrants that it (a) has sufficient ownership rights in the Program Member data, to hold said Program Member data, to deliver or cause it to be delivered by FIS to Fair Isaac, to cause the Services to be rendered with respect to it for the purposes set forth in this Agreement, to receive the processed Program Member data from FIS, and make its intended use of the Program Member data; and (b) has obtained from individuals all consents and has provided all notices necessary with respect to the intended disclosure and use(s) of Program Member data, that are required under applicable laws. Program Member shall indemnify and hold harmless Fair Isaac from and against any and all losses, damages, actions or claims incurred by Fair Isaac arising from or in connection with a breach of these representations and warranties.

23.15 Upon termination or expiration of the right to use the Service for any reason, all licenses granted hereunder shall terminate immediately, Program Member shall immediately cease using the Service, and shall either return to FIS or destroy all copies of the Fair Isaac proprietary documentation associated with the Service in Program Member's possession.

23.16 Program Member acknowledges that the Service, the Fair Isaac proprietary software, and any related documentation contain confidential and proprietary information belonging to Fair Isaac and its licensors (if any). Program Member shall hold the Service, the Fair Isaac proprietary software, and any related documentation in strict confidence and shall not disclose the Service, results thereof, or the Fair Isaac proprietary software, or any related documentation except to its employees or independent contractors who have a need to know for the above stated purpose, and who are bound by obligations of confidentiality no less restrictive than the terms of this Agreement. Program Member agrees to use the same degree of care, but no less than a reasonable degree of care, to protect against the unauthorized disclosure of Fair Isaac's confidential and propriety information. Program Member shall have no obligation of confidentiality with respect to confidential information which is (i) is independently developed by Program Member without reference to or use of Fair Isaac's confidential and proprietary information; (ii) is obtained by Program Member without restriction on disclosure or use from another source without a breach of any obligation of confidentiality owed by such source to Fair Isaac; or (iii) is or becomes part of the public domain through no wrongful act of Program Member or any party that obtained the information from Fair Isaac. If Program Member is served with any subpoena or other legal process or a court or governmental request or order requiring or purporting to require the disclosure of any of Fair Isaac's confidential information, Program Member shall, unless prohibited by law, promptly notify FIS and/or Fair Isaac of such fact and cooperate fully with Fair Isaac in seeking a protective order, seeking to limit, or appealing any such legal process to the extent deemed appropriate by Fair Isaac. The obligations of confidentiality and license restrictions contained in this Agreement shall survive any termination or expiration of this Agreement.

23.17 Program Member acknowledges and agrees that Fair Isaac shall not be responsible for any losses, damages including but not limited to direct, indirect, special, incidental or consequential damages, or liabilities, whether in contract, tort (including negligence), strict liability or under any other theory, incurred by Program Member, its agents, or any



cardholders, caused by failures, inaccuracies or errors in the operation of the Service, or other claims associated with the Service or the functions and services provided by FIS or Fair Isaac in connection with the use of the Service.

23.18 After enrolling in the SecureLOCK Demand services (f/k/a "On Demand Custom Rules"), the Program Member will have the ability to request custom fraud rules. Before implementation of any custom rule, written validation and approval from an appropriate bank representative will need to be obtained by FIS. Rule effectiveness data will be provided to the Program Member after the first week the custom rule is implemented.

20. Voice Call Retention Period. FIS agrees to retain recorded voice call conversations for a period of 180 days.

21. Miscellaneous. All capitalized words not specifically defined in this Amendment shall have the same meaning as in the Amended Agreement. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Amended Agreement. Except as amended herein, all other terms and conditions of the Amended Agreement shall remain in full force and effect. This Amendment, when taken together with the Amended Agreement, constitutes the entire agreement among the parties concerning the subject matter hereof. This Amendment may be executed in counterparts, each of which shall be an original, but such counterparts together shall constitute but one document.

ICBA BANCARD, INC.

By: _____

Name: _____
(Print Name)

Title: _____

FIDELITY NATIONAL CARD SERVICES, INC.

By: _____

Name: _____
(Print Name)

Title: Authorized Signatory

**AMENDED AND RESTATED 2011 RENEWAL SERVICE
AGREEMENT**

by and between

ICBA BANCARD, INC.

and

FIDELITY NATIONAL CARD SERVICES, INC.



TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
1.0 MODIFICATION AND RESTATEMENT	2
2.0 EXTENSION OF TERM	2
3.0 SERVICES	3
4.0 TERMINATION	3
5.0 FIS EXCLUSIVITY	10
6.0 FEES; MERCHANT SETTLEMENT; OTHER SERVICES	12
7.0 PROGRAM CLEARING, SETTLEMENT AND PAYMENT ACCOUNTS	14
8.0 ADDITIONAL OBLIGATIONS OF PROGRAM MEMBERS	17
9.0 SERVICE LEVEL AGREEMENT ("SLA")	19
10.0 SYSTEM ENHANCEMENTS	21
11.0 CONFIDENTIALITY AND CONFIDENTIAL INFORMATION	22
12.0 DATA TRANSMISSION	26
13.0 RECORDS INSPECTION	26
14.0 SECURITY	28
15.0 CHANGES TO PROGRAM SERVICES	28
16.0 GOVERNMENT INSPECTION	28
17.0 INSURANCE	29
18.0 BACKUP PROVISIONS	29
19.0 ARBITRATION	31
20.0 MASTERCARD/VISA REQUIREMENTS	33
21.0 NON-RENEWAL OF AGREEMENT	33
22.0 DISPOSAL OF RECORDS	33
23.0 FALCON SERVICES	39
24.0 SPECIAL PROGRAMMING	39
25.0 USERS GROUP MEETINGS	40
26.0 PROGRAM MEMBER BENEFIT ASSOCIATION	40
27.0 LEGAL COMPLIANCE AND INDEMNIFICATION	42
28.0 LIMITATIONS ON DAMAGES	42
29.0 DISTRIBUTION TO PROGRAM MEMBERS	43
30.0 AGENT BANK AGREEMENTS	43
31.0 GUARANTEE OF FIDELITY NATIONAL INFORMATION SERVICES, INC.	44
32.0 NO WAIVER	44
33.0 FORCE MAJEURE	44
34.0 GOVERNING LAW	44
35.0 RECITALS; ENTIRE AGREEMENT; CONSTRUCTION	45

36.0 MODIFICATION OR AMENDMENTS	45
37.0 ASSIGNMENT	45
38.0 NOTICES	46
39.0 ATTORNEYS' FEES	46
40.0 CAPTIONS.....	46

List of Attachments:

Exhibit 1 to Amended Agreement – Service Level Agreements
Exhibit 2 to Amended Agreement – Form FIBA Membership Agreement
Exhibit 3 to Original Agreement – Guarantee and Indemnity
Schedule A to Amended Agreement
Schedule C to Amended Agreement
Schedule K to Amended Agreement
Schedule E from the 2003 Renewal Agreement
Schedule F from the 2003 Renewal Agreement

AMENDED AND RESTATED 2011 RENEWAL SERVICE AGREEMENT

This Amended and Restated 2011 Renewal Service Agreement ("Amended Agreement" or "2011 Renewal Agreement") is made as of June 30, 2012 ("Effective Date"), by and between ICBA BANCARD, INC. ("Bancard"), a Delaware corporation, and FIDELITY NATIONAL CARD SERVICES, INC. ("FIS"), a Florida corporation, with reference to the following facts:

RECITALS

A. Bancard is a corporation engaged primarily in the provision of payment services to financial institutions (the "Bancard Program").

B. FIS is engaged in the business of providing processing for payment services to Program Members, as further defined in this Amended Agreement (the "FIS Services").

C. Bancard, acting as agent for certain community banks that are members ("Members") of the Independent Community Bankers of America, has retained FIS to provide certain of the FIS Services (the "Program Services") to Members that participate in the Bancard Program (hereinafter, the "Program Members").

D. Bancard and FIS are parties to a 2003 Renewal Service Agreement, dated June 1, 2003, as amended (the "2003 Renewal Agreement") governing the parties' rights and obligations with respect to the Program Services provided to Program Members.

E. The Term of the 2003 Renewal Agreement expired on December 31, 2011, and Bancard and FIS modified, restated, and renamed the 2003 Renewal Agreement, and extended its Term pursuant to the 2011 Renewal Services Agreement dated July 1, 2011, as amended by that First Amendment dated September 1, 2011 (the "Original Agreement").

F. Bancard and FIS now wish to further amend, restate, supersede and replace the Original Agreement, including the Exhibits and Schedules thereto, with the exception of Exhibit 3 Guarantee and Indemnity to the Original Agreement, which shall continue in effect, as provided below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually agreed by and between the parties as follows:

1.0 Modification and Restatement. As of the Effective Date of the Original Agreement, the parties changed the name of the 2003 Renewal Service Agreement to the "2011 Renewal Service Agreement", and modified, restated, superseded and replaced the terms of the 2003 Renewal Service Agreement. As of the Effective Date thereof, the provisions of this Amended 2011 Renewal Service Agreement shall be incorporated into each of the agreements for provision of the Program Services between Bancard and each Program Member (the "Financial Services Agreement") in place of the provisions of the 2003 Renewal Service Agreement; provided, however, that the provisions of Sections 6.1 (Scheduled Fees) and 9.1 (Compliance Requirements) of the 2003 Renewal Service Agreement, with respect to the fees charged for the Program Services and the Quality Control Standards to be applied with respect to the Program Services shall remain in effect and continue to apply to the Program Services up to and including October 1, 2011, at which time those Sections will be superseded and replaced by the provisions of the 2011 Renewal Services Agreement (specifically, Sections 6.1(a), 9.1(a) and 9.1(b) herein below). Notwithstanding the foregoing, the Parties acknowledge that as of the Effective Date of the Original Agreement certain Program Members continue to receive the debit, in-house/pass through and ATM card services as part of the Program Services pursuant to Schedules E and F to the 2003 Renewal Agreement ("Debit Clients"), and further, that such Schedules E and F, which are attached to, and fully incorporated into, this Amended Agreement, will survive and continue in effect until such time as Debit Clients have been converted off of the Bancard Program for such debit services.

2.0 Extension of Term. The term ("Term") of the 2011 Renewal Service Agreement shall expire on December 31, 2016, and shall automatically renew for additional twelve (12) month terms (each a "Renewal Term") unless Bancard or FIS provides the other with written notice of non-renewal at least one-hundred eighty (180) days' prior to the expiration of the Term or Renewal Term.

3.0 Services.

3.1 Description. FIS shall provide to those Program Members identified to it from time to time by Bancard (i) the credit card services described

in Schedule A and Schedule K (the “Credit Card Program Services”), and (ii) the Merchant Services described in Schedule C (the “Merchant Program Services”), all of which are attached to, and fully incorporated into, this Amended Agreement. Bancard shall identify to FIS each Program Member with which Bancard has executed a Financial Services Agreement to provide the Credit Card Program Services and Merchant Program Services. The Credit Card Program Services and the Merchant Program Services are collectively hereinafter referred to as the “Program Services”.

3.2 FIS offer to Program Members. With respect to any Program Member that initiates contact with FIS about, or is solicited directly and knowingly by FIS for, credit card processing services, that has an agreement with FIS as a direct customer(s) (i.e., independent of the Bancard and the Bancard Program) that is seeking additional services from FIS that are available in the Bancard Program, and whose agreement with FIS will expire within 180 days of the first documented contact or solicitation, FIS shall initially offer such Program Member the opportunity to participate in the Bancard Program. FIS shall promptly advise Bancard of the sales opportunity, following the time of such initial contact or solicitation, including the name of the Program Member. The parties acknowledge and agree that whether any such Program Member wishes to participate in the Bancard Program, pursuant to the foregoing, is at such Program Member’s sole discretion, and further, that FIS may provide an FIS product and/or service should such Program Member wish to receive services from FIS, after the Bancard Program has been offered to such Program Member.

4.0 Termination.

4.1 By Bancard. Bancard may terminate this Amended Agreement:

(a) in the event of the loss or termination, for any reason, of FIS's right or ability to provide the Program Services;

(b) subject to Section 4.9 herein below, in the event FIS commits any material breach of its obligations under this Amended Agreement, and such breach is not cured within thirty (30) days of FIS's receipt of notice of the breach. A "Material Failure" as defined in Section 9.0 herein and an "Adverse Event" as defined in Section 4.9 herein, shall each constitute a material breach of this Amended Agreement by FIS within the meaning and intent of this Section 4.1;

(c) upon any affirmative act of insolvency by VISA or MasterCard or affiliated networks or upon the filing by VISA or MasterCard or affiliated networks of any action under any reorganization, insolvency or moratorium law, or upon the appointment of any receiver, trustee or conservator to take possession of the properties of VISA or MasterCard or affiliated networks; provided, however, that such an act or event by or relating to VISA or MasterCard or affiliated networks, but not to both, shall not terminate this Amended Agreement with regard to the other, provided FIS remains able to provide the Program Services to other card associations or networks;

(d) to the extent permitted by applicable law, upon the filing by FIS of any action under any reorganization, insolvency or moratorium law, or upon the appointment of any receiver, trustee or conservator to take possession of its properties.

4.2 By FIS. FIS may terminate this Amended Agreement:

(a) in the event Bancard commits any material breach of its obligations under this Amended Agreement, and such breach is not cured within thirty (30) days of Bancard's receipt of notice of the breach;

(b) to the extent permitted by applicable law, upon the filing by Bancard of any action under any reorganization, insolvency or moratorium law, or upon the appointment of any receiver, trustee or conservator to take possession of its properties; or

(c) upon any affirmative act of insolvency by VISA or MasterCard or affiliated networks or upon the filing by VISA or MasterCard or affiliated networks of any action under any reorganization, insolvency or moratorium law, or upon the appointment of any receiver, trustee or conservator to take possession of the properties of VISA or MasterCard or affiliated networks; provided, however, that such an act or event by or relating to VISA or MasterCard or affiliated networks, but not to both, shall not terminate this Amended Agreement with regard to the other, provided FIS remains able to provide the Program Services to other card associations or networks.

4.3 In the event of termination of this Amended Agreement pursuant to Section 4.1(a), (b) (c) or (d), or in the event of non-renewal of this Amended Agreement by either party upon the expiration of the Term or any

Renewal Term pursuant to Section 2.0 above, neither Bancard nor Program Members shall be required to pay to FIS the Termination Fees (defined in Section 4.4 below) or any other fees or charges other than those which may have become due for Program Services rendered hereunder prior to the termination or expiration.

4.4 In the event of termination by any Program Member of the Program Services on Schedules A, C, and/or K with respect to all or substantially all of its accounts falling under that Program Service, for any reason whatsoever other than upon termination or expiration of this Amended Agreement due to circumstances described in Section 4.3 above, or except as may otherwise be provided in this Amended Agreement, Bancard shall pay to FIS termination fees (the “Termination Fees”) equal to the greater of (i) the Deconversion Fees set forth in the applicable Schedule for the Program Services terminated, or (ii) the sum of (a) an amount equal to the average of the last six (6) months of fees for Core Services, other than Pass Through Fees, for the Program Services terminated, multiplied by twelve (12), with the exception of Merchant Program Services (under Schedule C) which are addressed in Subsection 4.4(ii) (b) below, provided, however, that no Termination Fees shall be charged to Program Members that sell portfolios to other Program Members, and (b) if the Schedule C Merchant Program Services are terminated, that Program Member's fees, other than Pass Through Fees, for Schedule C Merchant Program Services for the preceding three (3) months; provided, however, that the foregoing shall not apply to or serve to modify, amend or limit any agreement(s) and/or the service(s) thereunder that a Program Member has with FIS directly or amounts, including liquidated damages or termination fees, due thereunder. Notwithstanding the above, in the event a Program Member only terminates the Services in Schedule C and retains the other Program Services being provided under other Schedules, then neither Bancard nor such Program Member shall be required to pay FIS any Termination Fees under Schedule C. For each termination of Program Services by a Program Member, FIS shall provide Bancard a written accounting of the Fees to be assessed, if any, including an explanation of the Fee calculation. Notwithstanding the assessment and collection of the above amounts, nothing in this Amended Agreement shall limit the legal and equitable remedies, which would otherwise be available to FIS in the event of termination of this Amended Agreement following a material breach of this Amended Agreement by Bancard.

4.5 Cooperation. Upon termination of this Amended Agreement pursuant to Section 4.1, FIS will use commercially reasonable efforts to assist

Bancard in arranging for access to the Program Services on substantially the same terms as are provided in this Amended Agreement so that Program Members may continue receiving similar services without substantial interruption. FIS and Bancard will cooperate to effect an orderly conversion of accounts and data to a successor card processing institution. As requested by FIS, Bancard shall cooperate to affect the reclamation of cards, checks and drafts issued in connection with the Program Services. Except as otherwise provided in Section 4.9 or 21.2 herein, within fourteen (14) days after the termination of this Amended Agreement, Bancard shall send to each Program Member via first class U.S. mail a letter in a form mutually agreed to by Bancard and FIS.

4.6 Rights of Parties to Funds. Upon expiration and non-renewal, or termination of this Amended Agreement for any reason, the respective rights of the parties to funds in any and every account over which more than one party has signature authority shall be governed by the provisions of Section 7.0 hereof.

4.7 Notifications. Upon the occurrence of any event noted in Sections 4.1 and 4.2 above, the party first having knowledge of such event shall notify the other. Except as may otherwise be provided herein, Bancard shall require each Program Member desiring to terminate the Program Services for reasons other than those in Section 4.1 to provide FIS not less than six (6) months advance written notice.

4.8 Prohibited Solicitation. In the event of (i) a termination of this Amended Agreement by Bancard pursuant to Section 4.1(b), (ii) a termination of this Amended Agreement by FIS without cause prior to the expiration of the current Term or Renewal Term, or (iii) FIS's non-renewal of this Amended Agreement pursuant to Section 2.0 herein above upon terms and conditions that are substantially similar to those set forth herein in light of then current market conditions, then FIS agrees that for a period of twelve (12) months from the effective date of termination, FIS, its subsidiaries and affiliates, on their own behalf or as program administrator for the Program Member Benefit Association ("FIBA") shall not, directly or indirectly, engage in Prohibited Solicitation (as defined below) of Program Members to continue receiving the FIS Services that they are receiving from FIS through Bancard and the Bancard Program, from FIS directly as direct customers of FIS with an agreement(s) directly with FIS, its subsidiaries, affiliates, or as members of FIBA, or as a direct customer of any other entity which is a customer of FIS, its subsidiaries, affiliates, without the prior

written approval of Bancard. For the avoidance of doubt, the foregoing restriction shall not serve to limit or restrict in any respect (a) FIS's, or any of its subsidiaries' or affiliates', promotional, sales or solicitation activities related to FIS's products and services that are not related to, or for which, the FIS Services, are not the principal product for or integral part thereof, such as, by way of example, and not by way of limitation, core banking, bill payment, electronic banking and other such services and products related thereto, or (b) FIS's, or any of its subsidiaries' or affiliates', ability to do business with and to provide the FIS Services to or through other membership or trade associations that are comprised of and/or formed in support of financial institutions which may or may not be competitors of Bancard. For purposes of this Section 4.8, "FIS Services" means authorization, processing, clearing and settlement services, fraud and risk management, chargeback and dispute services for credit card issuing activities. For the avoidance of doubt, in the event of a termination of this Amended Agreement by Bancard without cause prior to the expiration of the current Term or Renewal Term or Bancard's non-renewal of this Amended Agreement pursuant to Section 2.0 herein above, FIS shall not be subject to the restriction set forth in this Section 4.8.

"Prohibited Solicitation" within the meaning of this Section means initiating any written or oral communication with Program Members, directly or indirectly, which is, or may be construed by Program Member as, a direct or indirect request or inducement to Program Members to continue to receive Program Services from FIS, its subsidiaries, affiliates, or as a member of FIBA or any other entity which is a customer of FIS, its subsidiaries, affiliates, or is a member of FIBA, following the expiration or termination of this Amended Agreement, without the prior written consent of Bancard. Prohibited Solicitation shall include, but not be limited to, invitations to educational or other seminars which FIS, its subsidiaries, affiliates or FIBA sponsor, or in which it or they participate; promotional or other information concerning FIS, its subsidiaries, affiliates or FIBA, including financial information; and general information concerning services and prices. Prohibited Solicitation shall not include changes in services or prices as permitted under this Amended Agreement and information needed by Program Members in order for FIS to effect the deconversion of Program Members.

4.9 Adverse Events. In the event that during the Term or any Renewal Term(s) Bancard reasonably determines that specific acts or events ("Adverse Events") by FIS or its subsidiaries or affiliates, have adversely affected,

or would adversely affect, to a substantial degree, (i) the goodwill and reputation of Bancard with members of the Independent Community Bankers of America (“ICBA”), and (ii) Bancard’s business, and that such adverse effect would continue if Bancard continued its relationship with FIS under this Amended Agreement, Bancard shall notify FIS of its intention to terminate this Amended Agreement. In such event FIS and Bancard shall make every good faith effort to mutually overcome the effects of the Adverse Event. If the matter is not resolved to the satisfaction of Bancard within sixty (60) days after such notice, the issue of whether an Adverse Event has occurred shall be submitted to binding arbitration pursuant to the provisions of Section 16 hereof. It is agreed, however, that this Section 4.9 cannot be used to terminate this Amended Agreement because FIS has exercised its rights against a Program Member or taken action on behalf of Bancard against a Program Member pursuant to FIS’s rights under this Amended Agreement.

If FIS accepts Bancard's notice of its desire to terminate, or if the arbitrators determine that an Adverse Event has occurred, then the effective date of termination shall be one (1) year from the date of such notice or from the date on which the arbitration award is rendered, as the case may be, or such other date as the parties mutually agree. Within fourteen (14) days after FIS's acceptance of Bancard's notice or the rendering of the arbitration award, as the case may be, Bancard shall send to each Program Member via first class U.S. mail a letter in a form mutually agreed to by the parties. An Adverse Event under this Section 4.9 shall be deemed to be a material breach of this Amended Agreement within the meaning and intent of Section 4.1(b) herein.

4.10 Termination for Convenience. Bancard and Program Members may elect to terminate the FIS Services (as defined in Section 4.8 above) with respect to all or a portion (“Partial Termination”) of their accounts upon not less than one hundred eighty (180) days' prior written notice, subject to payment of Termination Fees equal to twelve (12) months of Core Service fees (based on the average of the six (6) months' fees for the Core Services prior to termination). For Program Members that have provided notice to FIS of a Partial Termination, the Termination Fees under this Section 4.10 will be prorated based on the percentage of the Member's total accounts terminated. Program Members may terminate without penalty should FIS fail to achieve any Material Service Level Agreement (“SLA”) (as defined in **Exhibit 1**) for three (3) consecutive months in any twelve (12) month period. The Termination Fees under this Section 4.10 shall be in

addition to Program Member's payment of applicable deconversion fees. FIS will use commercially reasonable efforts to complete portfolio conversions required following termination of FIS Services within nine (9) months following notice of termination, subject to the Program Member's cooperation in and support of the deconversion activities.

4.11 Program Member Retention. In the event that Bancard receives written notice from an existing Program Member that it desires to investigate other card processor options for all or a portion of its total customer accounts, then during the ninety (90) day period immediately following such notice ("Program Retention Period"), Bancard and FIS shall make a good faith effort with the Program Member to retain those accounts. The Program Retention Period shall run concurrently with the one hundred eighty (180) day Program Member termination notice period provided in Section 4.10 of this Amended Agreement and Section 4.1(b) of the Financial Services Agreement. In the event that FIS receives written notice from an existing Program Member that it desires to investigate a direct processing relationship with FIS for all or a portion of its total customer accounts, during the 90-day period immediately following such notice ("FIS Retention Period"), FIS shall make a good faith effort with the Program Member to retain those accounts on the Bancard Program.

Bancard agrees not to specifically target for solicitation, or allow a competitor processing partner to specifically target for solicitation, any Program Member on the FIS system during the Term and any Renewal Term(s) of this Amended Agreement, unless the Program Member first requests information and/or introduction to the competitor processor. Bancard further agrees not to provide a FIS Program Member client list to any competitor partner or third party for the purpose of soliciting Core Services from existing Program Members on the FIS system, such being subject to the confidentiality obligations under Section 11 herein below. Bancard may convert up to a total of one hundred thousand (100,000) cardholder accounts residing on the FIS processing system to other service providers without penalty to Bancard or Program Members, except for the payment of FIS's standard de-conversion fees which shall not exceed \$1.05 per account.

4.12 Post-termination conversion. Upon the final expiration of this Amended Agreement or its earlier termination, Bancard shall have up to twelve (12) months after the effective date of termination to de-convert its accounts at the

fees in place immediately prior to termination.

5.0 FIS Exclusivity.

5.1 Core Services. During the Term and any Renewal Term(s) of this Amended Agreement, FIS shall be the exclusive third party service provider for authorizations, processing, clearing and settlement, fraud and risk management, chargeback and dispute services for credit card issuing activities (the "Core Services") for Program Member cardholder accounts residing on a FIS processing system as of the Effective Date of this Amended Agreement. New credit cardholder accounts acquired by Program Members after the Effective Date of this Amended Agreement shall be non-exclusive to FIS and may be placed with other providers.

5.2 Non-core Services. (a) Except as provided otherwise in this Section 5.2, Non-Core Services (as defined below) shall be non-exclusive to FIS for Bancard and all Program Members, and Bancard and Program Members may enter into separate agreements for those services directly with another vendor or service provider (which, in the case of Program Members, includes Bancard); provided, however, that if Bancard receives merchant services from Total Systems Services, Inc. and/or any of its subsidiaries, affiliates or agents, it shall do so through FIS. In connection therewith, FIS shall provide certain data to such other vendor or service provider in accordance with Section 5.2(b). In no event, however, shall FIS be required or obligated to provide any such other providers with FIS's proprietary, confidential information, including, but not limited to FIS's intellectual property, business or system techniques, know-how, or access to FIS's system. "Non-Core Services" means customer contact services, card application processing, card and statement production, collections and recoveries, rewards processing and fulfillment, remittance processing and merchant services. Bancard agrees to include and permit FIS to participate in any bidding process it conducts to provide any of the Non-Exclusive Services.

(b) The parties acknowledge that in connection with and/or in order for Bancard and/or a Program Member to receive Non-Core Services from any other vendor or service provider, as contemplated by Section 5.2(a), Bancard and/or a Program Member may request that FIS transfer data to such other vendor or service provider. Any such data transfer request shall be made in writing and is subject to the following. If a Program Member desires for FIS to provide data pertaining to that Program Member to a vendor or service provider, Program

Member shall provide FIS with written authorization to make such data transfer, in a form acceptable to FIS, and shall indemnify FIS, pursuant to Section 27 of this 2011 Renewal Service Agreement for claims pertaining to such data transfer and the performance of any such other vendor or service provider. In addition, FIS may require that any such vendor or service provider enter into a written agreement(s) with FIS governing the transfer of such data; provided, however, that TCM Bank, N.A., a wholly owned subsidiary of Bancard, shall be excepted from the requirements of this Section. The content, format, frequency and timing of transmittal for such data file transmissions shall be in accordance with FIS's standard message and file format, specifications and process for that type of transmittal, and subject to FIS's fees and charges related thereto as set forth on Schedules A, C and K, unless otherwise mutually agreed to in writing by the parties. Upon the foregoing being satisfied, FIS agrees to use commercially reasonable efforts to provide such data file transmittal in a commercially reasonable and timely manner.

(c) As between Program Member and FIS (including any FIS subcontractors), Program Member is the exclusive owner of all of its Program Member Data in all forms and formats, and FIS hereby waives any right, title or interest thereto. Access to Program Member Data by FIS is strictly limited to its use in providing the Program Services and is subject to the confidentiality provisions of Section 11 below. Without the express prior written consent of Program Member, which consent may be withheld in Program Member's sole discretion, FIS is prohibited from (a) using Program Member Data other than in connection with providing the Program Services; and (b) disclosing, selling, assigning, leasing or otherwise providing Program Member Data to third parties. FIS shall return to Program Member all Program Member Data upon expiration or earlier termination of this Amended Agreement in such format as Program Member may reasonably request.

5.3 Acquired Portfolios. All credit card and merchant portfolios acquired by Bancard and Program Members after the Effective Date of the Original Agreement are non-exclusive to FIS. In the event any such portfolios are placed with FIS, all standard conversion fees as set forth in the Schedule A, C or K hereto will be waived; any non-standard, customized or special services that may be requested will be subject to the applicable fees, such as FIS's then current fees for professional services.

6.0 Fees; Merchant Settlement; Other Services.

6.1 (a) Scheduled Fees. In consideration for provision of the Program Services to Program Members by FIS, Bancard shall be responsible for all Program Members paying to FIS the fees set forth in Schedules A, C, and K attached to this Agreement (collectively, the “Scheduled Fees”). The Scheduled Fees shall be effective as of the dates shown on each Schedule and shall remain in effect until changed pursuant to the terms of this Amended Agreement. Bancard shall indemnify and hold FIS harmless from any and all losses incurred as the result of a Program Member’s failure or refusal to pay FIS any uncontested Scheduled Fees.

(b) Cost Certainty. All fees for Core Services, except for Pass-Through fees, shall be fixed and may not be increased during the Term; such fees are subject to change once during each Renewal Term. Commencing two (2) years after the Effective Date of the Original Agreement, Fees for Non-Core Services shall be subject to a one-time increase no greater than the increase in the CPI for all Urban Consumers, unless FIS has failed to achieve a Material Service Level Agreement in any of the three (3) months immediately preceding the effective date of any such price increase. FIS will provide Bancard with at least one-hundred eighty (180) days' prior written notice of any increase by FIS to the Fees pursuant to this Section 6.1(b).

6.2 Settlement of Fees. For those Program Services for which FIS settles daily for Program Members, processing fees shall be settled each banking day for the applicable transactions and shall be payable by deduction from the applicable Program Member’s daily settlement amount. Fees for all other Program Services shall be invoiced monthly, payable ten (10) days after the invoice date. In no event will the amount of any Termination Fees that are due FIS under Sections 4.3, 4.4 or 10.2 hereof that a Program Member is disputing the amount of in good faith be deducted by FIS from any settlement account, BIN, ICA or otherwise.

6.3 Bancard's Financial Responsibility. As to FIS, as agent for the Program Members, Bancard assumes financial responsibility for all VISA and MasterCard transactions processed into and out of its, or a Program Member’s, Base Identification Number (BIN) Account and its, or a Program Member’s, Interbank Card Association (ICA) Account including, but not limited to, counterfeit transactions and fraudulent transactions. Bancard shall indemnify FIS for any and all losses FIS incurs related to such transactions, which losses were not

caused by FIS's actions or omissions in performance of the Program Services. FIS is expressly prohibited from using Bancard's, or a Program Member's, BIN or ICA Account for the benefit of any person or organization other than Program Members in the Bancard Program, or for any purpose other than processing transactions for such Program Members, without the prior express written consent of the applicable VISA or MasterCard principal member.

6.4 Time Frame for Merchant Settlement. FIS shall remit to the Settlement Account the amount of all VISA and MasterCard merchant transactions from each Program Member no more than two (2) business days following FIS's receipt of such merchant VISA and MasterCard transactions from a Program Member, except for delays resulting from those events provided for in Section 33.0 (Force Majeure) herein.

6.5 Most Favored. If during the Term, FIS signs a new or renewal contract for services similar to Credit Card Program Services and Merchant Program Services with any other association of community banks which has approximately the same or comparable Credit Card and Merchant transaction volumes for approximately the same or comparable group of services and levels of support as the Credit Card and Merchant Program Services and support being provided to the Bancard Program and on substantially similar contractual terms and conditions, then within fifteen (15) business days after that contract is signed or made public (in the case of a contract which is required to be publicly disclosed), FIS shall give Bancard written notice of that fact and shall provide a schedule of the basic terms that will govern the credit card and merchant services to be provided and the rates, including any provisions for rate increases or decreases, to be charged to the members of that other association (the "Rate Structure"). Bancard shall have the right to elect to have the Rate Structure substituted for Bancard's then current rates and terms, which election it may make only by giving written notice to FIS within thirty (30) days following receipt of the Rate Structure from FIS; provided, however, that FIS then shall be entitled to provide the Program Services on the same basic terms under which they are being provided to the other association. If Bancard elects the other association's Rate Structure, it shall become effective on a reasonable date to be mutually agreed by the parties, which date shall be at least thirty (30) days from Bancard's election and which shall be the first calendar day of a month.

6.6 Other Services. Except as provided otherwise in Section 3.2, FIS may elect to offer and make available one or more services that are in addition to the services set forth in Schedules A, C and K hereto (the "New Services") to Bancard, or to the Program Members as part of or in connection with the Bancard Program. New Services shall include any credit card or merchant processing services and services related thereto for which credit card or merchant processing is the principal service or is an integral part thereof. Prior to offering any such New Services to the Program Members as a part of the Bancard Program, FIS shall provide Bancard, for its prior comment and approval, a complete description of the New Service(s), the proposed pricing and the SLAs for each such New Service. The terms of agreement between Bancard and FIS on any such New Services shall be documented by written amendment to this Amended Agreement. For avoidance of doubt, the requirements under this Section 6.6 shall not apply to or serve to limit FIS's marketing and provision of product and services that are offered separately from and independent of the Bancard Program, as part of FIS's general marketing activities in the ordinary course of its business, or services requested by a Program Member that initiates contact with FIS. FIS shall not be responsible or obligated for any services Bancard provides to Program Members which are not included in this Amended Agreement including, but not limited to, advertising, research and development, taxes allocated to property owned by Bancard, and insurance.

7.0 Program Clearing, Settlement and Payment Accounts.

7.1 Program Clearing Account. As agent for Program Members, Bancard shall maintain a demand deposit account (the "Program Clearing Account" or "PCA") for daily settlement of transactions, charges and reimbursements.

7.1.1 Access. FIS may access the PCA for the following purposes:

(a) daily settlement of all VISA and MasterCard cardholder amounts due to/from VISA and MasterCard; and

(b) daily settlement of fees due FIS for the transactions previously processed; and

(c) monthly settlement of fees and charges due FIS, other than processing fees, such access permitted not less than ten (10) days after the invoicing of such fees and charges to Bancard; and

(d) daily settlement of all dues, fees, assessments and other charges due FIS for, without limitation, the combined warning bulletin fees, interchange fees, VISA and/or MasterCard Association fines or other charges, if any, and assessments; and

(e) daily payment of any interest due FIS for funds FIS paid to VISA or MasterCard on behalf of Bancard that Bancard did not have available to FIS in the PCA ("PCA Shortfall"). Bancard shall pay FIS interest at the base rate charged by the clearing bank for the Bancard Program, plus one percent (1%) for all PCA Shortfall; and

(f) daily investment for Bancard's benefit of surplus funds in the PCA.

7.1.2 Minimum Balance. For Credit Card Program Services and Debit Card Program Services, Bancard shall maintain at all times in the PCA a minimum balance ("Minimum Balance") equivalent to the product of the following equation:

[Average Daily Sales (as defined below)] x [type of settlement (3 days)].

“Average Daily Sales” shall be calculated as follows: [net sales for the month] ÷ [number of processing days (22 days)]

The elements of the above equation shall be adjusted quarterly by FIS, or more often if deemed necessary by FIS and Bancard, based on the actual volume of the previous month and seasonal factors, in all cases with advance written notice to Bancard.

7.2 Settlement.

7.2.1 Settlement Account. Bancard shall require each Program Member to maintain at all times a demand deposit account (the "Settlement Account" or "SA") for the purpose of replenishing the PCA so that an amount no less than each Program Member's pro rata share of the Minimum Balance is

maintained at all times. Bancard and/or FIS through the Automated Clearing House ("ACH") or wire transfer at Bancard's expense, may access each SA on a daily basis to transfer to the PCA a sum equivalent to the product of the following equation:

[Program Member's anticipated cardholder base for the next ninety (90) days or two hundred (200), whichever is greater] x 2.5 (anticipated transactions per cardholder account per month) x 52 (anticipated average transaction amount) x 2.5 (anticipated transactions per cardholder account per month) x 52 (anticipated average transaction amount) ÷ 21.5 (average business days per month) x 3 (average number of days required for clearance of transfers from Program Members into the PCA).

The elements of the above equation shall be adjusted quarterly by FIS, or more often if deemed necessary by FIS and Bancard, based on the actual volume of the previous month and seasonal factors, in all cases with advance written notice to Bancard and each Program Member. Bancard shall require each Program Member to maintain at all times in the SA an amount equal to the product of the equation expressed above in this Section 7.4, as adjusted from time to time.

7.2.2 Settlement to Program Members processing on BASE2000. Program Members receiving FIS Services under Schedule K shall each establish a Settlement Account in the Program Member's name to enable VISA and/or MasterCard to settle transactions, dues, fees, assessments and other amounts directly to the Program Member Settlement Account. The Program Member shall maintain sufficient balances in the Settlement Account to enable such VISA and/or MasterCard settlements. Neither Bancard nor FIS shall bear any responsibility or liability for funding of the Program Member's Settlement Account.

7.3 Payment Account. As agent for Program Members, Bancard shall establish a demand deposit account for deposit of payments made to Bancard and Program Members ("Payment Account"). FIS may access such Payment Account to deposit payments received from cardholders and to transfer sums to the appropriate Program Member Settlement Account.

7.4 Reporting. FIS shall furnish to Bancard on a monthly basis (a) detailed information including bank statements and reconciliation statements for

the PCA; (b) a monthly statement of each day's interchange fees; and (c) such data as may be reasonably requested by Bancard and/or any Program Member. FIS also shall furnish to each Program Member daily statements of settlements with VISA, MasterCard and FIS.

7.5 Audit by Bancard. Bancard shall have the right to receive an annual Statement from FIS's outside certified public accounting firm, at FIS's expense, in the form such Statement is normally prepared for FIS's regular audits, which confirms that the firm has examined FIS's operations and that the reports furnished to Bancard and Program Members are accurate and based upon generally accepted accounting principles.

7.6 Audit by Program Members. Upon at least ten (10) business days' prior written notice to FIS, Program Members and Bancard shall have the right to audit FIS's records maintained in the ordinary course of its business regarding the services performed under this Amended Agreement and verification of fees paid to FIS in connection therewith, as well as for the purpose of determining the adequacy of procedures for complying with the confidentiality obligations under Section 11 of this Amended Agreement. Program Members shall be limited to no more than one (1) audit per calendar year during the Term and each of the Renewal Term(s). Any audit under this Section 7.6 shall be conducted during FIS's normal business hours, in a manner that does not interrupt FIS's business activities, and subject to FIS's site security guidelines which may include FIS's site confidentiality agreement and Program Member and Bancard being escorted by FIS's personnel while on site, for the purpose of verification of data security access procedures. Notice for any audit under this Section 7.6 must specify the scope of the information sought and the purpose of the audit. All audits must be reasonable in scope and duration, and the auditing party shall be responsible for the costs and expenses that it incurs in connection with conducting the audit. In addition to the foregoing, the parties agree that Program Members, and/or Bancard and FIS will meet to review and agree upon the scope and activities of the audit at least five (5) business days before conducting an audit, and that the scope will not duplicate any external audit information of same or similar scope that FIS provides to its clients.

8.0 Additional Obligations of Program Members. Each Program Member is bound by the following provisions as of the Effective Date of the Original Agreement:

8.1 Right to Refuse Merchants. Program Member shall not enroll merchants for participation in the VISA and/or MasterCard systems through Bancard or FIS if such merchants are within the categories of merchants designated by Bancard and/or FIS from time to time as "high-risk merchants". Bancard or FIS shall have the right to refuse to enroll, and may terminate the enrollment of, any merchant, if it determines, in its sole and absolute discretion, that enrolling, or failing to terminate, such merchant would create excessive risk for Bancard and/or FIS.

8.2 Right to Refuse Transactions. In the event that either Bancard or FIS determines, in its sole and absolute discretion, that the risks related to the credit card sales drafts introduced by any merchant enrolled by any Program Member are excessive, then Bancard or FIS may refuse to accept and process such transactions. Bancard or FIS shall promptly notify Program Member of its refusal to accept and process transactions from any such merchant.

8.3 Card Association Requirements. Program Member shall comply with all VISA and/or MasterCard and Network requirements for enrolling new merchants including, but not limited to, the performance of a credit check and/or other financial background investigation; a physical inspection of the merchant's place of business; and an investigation to determine whether the merchant previously has been expelled from the VISA and/or MasterCard systems by another Program Member for fraud, suspected fraud or failure to meet its financial responsibilities. Program Member shall examine the sales drafts contained in sealed merchant deposits before forwarding such deposits to FIS in order to detect possible fraud and other irregularities.

8.4 Indemnification. Notwithstanding any other provision of this Amended Agreement to the contrary, Program Member shall indemnify and hold harmless FIS and Bancard, and their respective stockholders, officers, directors, employees, agents, affiliates, subsidiaries, successors and assigns (the "Indemnified Parties"), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, fees, including reasonable attorney fees, or disbursements of any kind or nature whatsoever (the "Losses"), which may be suffered by, imposed on, incurred by, or asserted against the Indemnified Parties in any way relating to, or arising out of, any VISA or MasterCard credit card transactions ("Merchant Sales") that are acquired by merchants enrolled by Program Member or an agent institution of Program

Member for the Merchant Program Services provided pursuant to this Amended Agreement and/or the Financial Services Agreement, including counterfeit or fraudulent transactions, credits processed by a merchant, or any chargebacks of Merchant Sales. FIS shall be a third-party beneficiary of the indemnities in this Section 8.4, and if FIS brings any lawsuit, arbitration or other action against Program Member to enforce the provisions of this Section 8.4, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in connection with the action.

8.5 Right to Utilize Certain Funds. Bancard and/or FIS shall have the right to utilize any amounts payable to Program Member as a result of transactions in the MasterCard and/or VISA systems in payment of, or to reimburse Bancard or FIS for, chargebacks or any other amounts payable by, or any other Losses resulting from, the activities of any merchants enrolled by Program Member or an agent institution of Program Member. Program Member acknowledges that FIS is a third party beneficiary of all Bancard rights in the Financial Services Agreement, and that FIS is entitled to exercise all rights given to it pursuant to this Section 8.5 to, among other things, apply incoming amounts to offset or recover amounts due on fraudulent transactions introduced into the MasterCard and/or VISA systems by merchants enrolled by Program Member or an agent institution of Program Member. Program Member specifically agrees that the rights of Bancard and FIS and the obligations of Program Member hereunder shall survive the expiration or earlier termination of this Amended Agreement.

9.0 Service Level Agreement ("SLA").

9.1 (a) Compliance Requirements. FIS shall provide the Credit Card Program Services and Merchant Program Services hereunder at a level that meets or exceeds the Service Level Agreements ("SLAs" or "Standards") set forth in **Exhibit 1** attached hereto and incorporated herein; the Standards set forth on **Exhibit 1**, shall begin to apply to the Credit Card Program Services and Merchant Program Services beginning on October 1, 2011, as provided in Section 1.0 above and Section 29.0 below. Beginning with the fourth calendar quarter for 2011 and at the end of each calendar quarter thereafter during the Term, FIS and Bancard shall review FIS's performance for that quarter in light of the Standards. To facilitate such review, FIS shall provide Bancard with FIS's internally generated standard monthly reports for SLA performance on a monthly basis, along with a certification by a FIS officer verifying their accuracy. The "Standards" are

designated as "high", "low" or "no" with respect to materiality, with a "high" designation denoting a "Material Standard" for the purposes of this Section 9.0.

(b) In the event of an SLA Failure (as defined in Exhibit 1), Bancard will be entitled to receive an SLA Credit as outlined in Exhibit 1. An SLA Failure by FIS of one or more Material Standards, or three (3) or more of the other Standards (denoted as "low" or "no" in Exhibit 1) during any consecutive three (3) month period, shall be deemed a "Material Failure." In the event of a Material Failure, FIS shall take those steps necessary to cure that specific Material Failure within the thirty (30) day period following the earlier to occur of (i) FIS's actual knowledge (as defined below) of the Material Failure, or (ii) notice by Bancard to FIS of the Material Failure. The test period to determine whether such cure has been accomplished shall be the thirty (30) day period following the thirty (30) day period for cure referred to above. In the event that the Material Failure has not been cured as evidenced by FIS's reports thereon, subject to Bancard's right of inspection and audit, FIS shall have committed a "material breach" of its obligations hereunder which has not been cured within the meaning and intent of Section 4.1(b) hereof, and Bancard may elect to terminate this Amended Agreement pursuant thereto. Any such election to terminate by Bancard for an uncured Material Failure, pursuant to the foregoing, must be exercised by Bancard within ninety (90) days of such "material breach" having occurred, or such right will be waived. FIS's "actual knowledge" for the purpose of this Section 9.1(b) means the earlier to occur of (a) FIS's actual knowledge based upon an event that is in and of itself is of such a magnitude (such as a protracted period of system unavailability) that a Material Failure has or is reasonably likely to have occurred, or (b) FIS's review and verification in the ordinary course of its business operations of its standard internal reporting on actual performance against service levels for a calendar month.

(c) FIS shall designate a senior operations contact and a senior sales contact as the Bancard points of contact and such designees shall provide in person updates on Program status each calendar quarter, at a date and time that is mutually agreed to by the parties. The parties acknowledge that, upon mutual agreement, such status meetings may be conducted by telephone or web session, or not conducted for any one or more calendar quarters in any one or more year during the Term or Renewal Term.

9.2 Right to Audit. On reasonable notice during normal business hours, Bancard representatives shall have the right, at Bancard's expense, to inspect and audit information and records in FIS's possession or control pertaining to FIS's compliance with the Standards; provided that FIS shall have the right to receive and comment on any report prepared by any representative of Bancard in connection with any such inspection or audit prior to its dissemination to Program Members or other third parties.

9.3 Joint Review and New Card Processing Systems. Bancard and FIS agree to an annual review of the Standards and make amendments as agreed. The parties jointly shall make reasonable modifications to the Standards when needed to apply to any new card processing system or platform implemented by FIS during the Renewal Term. Those modifications shall take into account the differences in capability and function of any such new system.

9.4 Filing and Reporting Requirements. On Bancard's behalf, FIS agrees to comply with all applicable Visa and MasterCard filing and reporting requirements that are required as a result of or in connection with FIS serving as a third party provider of services for Bancard pursuant to this Amended Agreement. Bancard agrees to provide information to FIS in connection with and, upon FIS's request, to reasonably assist FIS in, preparing and submitting such reports.

10.0 System Enhancements.

10.1 Bancard and FIS will negotiate a schedule of specific system enhancements that FIS will provide at no additional cost to Bancard or the Program Members. The parties will set forth that schedule and the terms applicable to the provision of those enhancements in an amendment to this Amended Agreement. Further, during the Term and any Renewal Term(s), if Bancard requests other enhancements or changes to the Program Services, then FIS and Bancard will negotiate whether and upon what terms FIS will provide those enhancements or changes, including additional fees which FIS may charge. FIS reserves the right to make any changes to the Program Services so long as Bancard will continue to be able to meet its obligations to the Program Members and their customers.

10.2 New technology. Notwithstanding the provisions of Section 10.1 above, FIS agrees to implement new technologies on both FIS processing platforms upon which Program Members are implemented for the Program Services (as of the Effective Date, FIS's TBS and BASE2000 platforms), unless

otherwise agreed to by the parties, that have been generally adopted within the payments and merchant processing industry that are applicable to FIS's provision of the FIS Services hereunder as a third party service provider within eighteen (18) months of FIS's competitors (providers of credit card issuer processing services) having adopted and made available such technologies; provided that FIS and Bancard have collaboratively constructed and agreed upon a business model that establishes the technology investment (such must comply with FIS's capital investment requirements, hurdles etc.); and provided further that the business model for a new technology is self-sustainable. If the business model agreed to by the parties reflects that a new technology is not self-sustainable, FIS will not be required to implement such technology pursuant to the foregoing; Bancard may, in such event, elect to pay for or subsidize the initiative, as mutually agreed by the parties, in order for the technology to proceed to implementation. Time spent by FIS on compliance with the requirements of this Section 10.2 shall not be charged against the programming hours under Section 24.1 below. In the event that FIS fails to meet the 18 month deadline on for self-sustainable new technologies pursuant to the foregoing and fails to cure such shortfall within an additional 90 day period, Program Members may seek such new technology from another processor without incurring Termination Fees under this Amended Agreement, subject to forty-five (45) days prior notification and payment of applicable deconversion fees.

10.3 Platform Investment. If FIS discontinues funding investments in the FIS TBS processing platform (i.e., in effect sunsets such platform directly or indirectly by no longer implementing updates to or required new functionality for such platform), FIS agrees to provide its standard conversion services to all Program Members that want to convert to FIS's BASE 2000 processing platform without charge and without change in pricing; provided that such conversion is a standard conversion, without any system enhancements, program enhancements or other customizations that may be requested by a Program Member. Any such enhancement or customization would be subject to FIS's then current fees for professional services.

11.0 Confidentiality and Confidential Information.

11.1 Each of the parties to this Amended Agreement agrees to hold as secret and confidential information, reports, plans, customer lists, documents, drawings, writings, samples, statements, audit reports, software, manuals, know

how and other proprietary material ("Confidential Information") received from the other party. "Confidential Information" shall also include information and data concerning the business, activities, operations, financial results, properties or management of the Program Members or their customers prepared by or for FIS, or used in any way by FIS in connection with the provision of Program Services to Program Members and their customers, whether or not Program Members and their customers are therein identified by name. All Confidential Information provided from one party to the other shall remain the property of the disclosing party. For purposes of this Section 11.0, Confidential Information shall not include information which becomes available to the public through no wrongful action of the receiving party; which may be published prior to the date hereof; which is already in the possession of the receiving party and not subject to an existing agreement of confidence between the parties; which is received from a third party without restriction and without breach of this Amended Agreement; which is independently developed by the receiving party; or which is disclosed pursuant to a requirement or request from a government agency. This Amended Agreement shall in no way be construed to grant any right, license, or authorization to either party to use Confidential Information except as permitted in this Amended Agreement. Each party shall restrict Confidential Information received from the other party to those employees and persons in the receiving party's organization with a need to know such Confidential Information in order to provide the Program Services hereunder. Such employees or persons shall be under the same obligations to hold secret and confidential such Confidential Information as provided herein. FIS may disclose Confidential Information to its third-party vendors or contractors as necessary to provide the Program Services under this Amended Agreement. Before disclosing Confidential Information to such third-party vendors or contractors, FIS shall first secure the written agreement of such vendors or contractors to protect and limit the use of such Confidential Information as provided herein. The obligations of the parties hereunder shall survive the expiration or earlier termination of this Amended Agreement.

11.2 Since the passage of the Gramm-Leach-Bliley Act and FACT Act, regulators of financial institutions have implemented numerous regulations dealing with data security in the outsourcing of data processing that involves non-public, personally identifiable information about a consumer ("NPI"). For example, each of the federal agencies that regulate financial institutions, including the Board of Governors of the Federal Reserve system (FRS), the Federal Deposit insurance Corporation (FDIC), the Office of the Comptroller of the Currency

(OCC) and the Office of Thrift Supervision (OTS), have established standards for the institutions subject to their respective jurisdiction relating to the administrative, technical, and physical safeguards for customer records and information through implementing regulations. At the same time, Visa and MasterCard have joined with Discover and American Express to announce the implementation of the Payment Card Industry Data Security Standards for the handling, security and accountability of consumer data. Accordingly, FIS agrees to use and protect NPI in accordance with the requirements set forth in Section 11.2.1 below. Bancard agrees to include a provision in the Financial Services Agreements with financial institutions in the Program representing that NPI will be used and protected by Bancard and by FIS, as its third party service provider, in accordance with such requirements to enable financial institution Program Members to comply with applicable data security regulations.

11.2.1 (a) FIS shall: (i) treat as confidential any NPI related to any Program Member customer that comes into its possession through its provision of Services to Program Member; (ii) use NPI only to provide Services to Program Member; (iii) make no unauthorized use of NPI; (iv) not disclose or otherwise make NPI available, in any form, to any person, other than to employees or contractors of FIS who have a need to know or access the NPI in order for FIS to provide the Services to Program Member and as authorized or required by law or as directed by Program Member or as necessary to provide the FIS Services hereunder or to perform its obligations hereunder; (v) instruct its employees and contractors who have access to the NPI to keep the same confidential by using the same care and discretion that FIS uses with respect to its own Confidential Information and trade secrets; (vi) maintain physical, electronic and procedural safeguards to protect NPI from compromise or unauthorized disclosure; (vii) promptly investigate any security breach to determine whether such incident has resulted or is likely to result in misuse of NPI; (viii) notify Program Member and each of its affected customers as required by and in accordance with applicable law if an incident has resulted or is likely to result in misuse of NPI; and (ix) comply with all current and future regulations implementing the Gramm-Leach-Bliley Act (Pub. L. 106-102), with regard to NPI, that are applicable to it as a third party service provider. Upon the termination of this Amended Agreement for any reason, FIS shall destroy any and all copies of the NPI that are in its possession or, at Program Member's direction and at Program Member's expense, return the files containing the NPI to Program

Member, except to the extent and for the period of time necessary to perform post-termination services and support services relating to trailing activity (e.g., chargebacks, returns and reversals) and as required by the VISA and/or MasterCard association rules and bylaws. Each year, upon request and at Program Member's expense, FIS shall provide to Program Member a copy of the most recent third party auditor's review and report on the design and compliance test of FIS's card processing system (currently called the SAS70).

(b) Notwithstanding anything to the contrary in this Agreement and subject to Section 28 of this Amended Agreement, FIS agrees to defend, indemnify and hold harmless Bancard, as agent for Program Members, and Bancard's subsidiaries, affiliates, successors and assigns, and their shareholders, officers, directors, employees and agents, from and against all liabilities, claims, damages, losses, expenses and fees, including reasonable attorneys' fees, which arise out of or in connection with any Program Member claims resulting from FIS's breach of any provision of this Amended Agreement or FIS's failure to comply with laws, rules and regulations applicable to FIS under this Amended Agreement; provided that Bancard: (i) promptly notifies FIS of any such claim; (ii) allows FIS to assume the defense of any such claim in Bancard's name and at FIS's sole expense; (iii) allows FIS to defend or settle the claim in its sole discretion with no liability of any kind or nature to Bancard; and (iv) reasonably cooperates with FIS in FIS's defense of such claim.

11.2.2 Bancard and FIS further agree as follows regarding the use to be made of, and the protections to be provided to, Confidential Information, including NPI, which is disclosed to FIS to enable it to provide the Program Services to Program Members:

(a) NPI shall be treated as Confidential Information under Section 11.1 of this Amended Agreement;

(b) All Confidential Information provided to or acquired by FIS in the course of providing Program Services to a Program Member shall be used only for the provision of the Program Services, unless lawful disclosure is authorized in writing by that Program Member. FIS shall not disclose Confidential Information to any person not affiliated with the Program Member, except as

necessary to provide the Program Services or if such disclosure would be lawful if made directly by the Program Member; and

(c) When contracting with third parties to assist in providing the Program Services to Program Members ("Third Party Vendors"), FIS shall require those Third Party Vendors to comply with the same, or substantially similar, confidentiality and privacy obligations as apply to FIS under this Amended Agreement.

11.3 Annual Review. Each year upon Bancard's request, or upon the written request of a Program Member, FIS shall provide to Bancard or the requesting Program Member, a copy of the most recent third party auditors' review and report on the design and compliance test of FIS's processing system.

12.0 Data Transmission. Program Member, at its expense, shall be responsible, and shall bear the risk of loss or damage, for transmission of information and data ("Data") to and from FIS's data processing center. In the case of physical transmission, Program Member shall bear the risk of loss and damage to the point where and until FIS signs a receipt for the Data, and in the case of electronic transmission, until FIS confirms receipt. FIS's responsibility for the safekeeping and security of plastics commences upon the delivery of such plastics to FIS and terminates upon delivery of plastics by FIS to the U.S. mail, courier or freight representatives designated by Program Member.

13.0 Records Inspection. Information and records concerning Bancard or the Program Members in the possession of FIS shall be available for inspection and audit by representatives of Bancard and each of the Program Members upon presentation of written authorization, upon reasonable notice and during normal business hours. Information and records in the possession of FIS concerning a Program Member or a customer of a Program Member, shall be available for inspection and audit by representatives of such Program Member upon presentation of written authorization, upon reasonable notice and during normal business hours.

14.0 Security.

14.1 FIS shall (a) maintain its data security systems and those of its vendors/suppliers in compliance with federal regulatory requirements, as well as PCI and other industry recognized data security standards, as and to the extent

applicable, and (b) maintain a data security program that includes associate training, third party review, penetration testing, and logging/monitoring of network and representative activity.

14.2 In the event that FIS discovers or is notified of a data breach or compromise of its systems (as the terms “data breach or compromise” are defined by the Payment Card Industry (PCI) data security standard, or any such successor or replacement standards), FIS shall (a) immediately engage the FIS Security Incident Response Team (FSIRT) and FSIRT process (or any successor or replacement team and process thereto). The FSIRT will oversee FIS's response and will brief the CEO (or designee) of Bancard at least once per day during the crisis period on FIS actions and the current status of the breach event and FIS actions in response; (b) notify all interested parties, including law enforcement, Bancard, Program Members and accountholders, within a commercially reasonable time period. To limit losses to Program Members and accountholders, FIS shall provide identity theft monitoring services to all adversely affected accountholders for a period of one year, and shall reissue the plastics of any accounts thought to be compromised.

14.3 Following the occurrence of a data breach or compromise of its systems (as the terms “data breach or compromise” are defined by the Payment Card Industry (PCI) data security standard, or any such successor or replacement standards), FIS shall perform a root cause analysis to identify the source of the breach and take corrective action to eliminate the possibility of a future recurrence. FIS shall also perform an audit of its breach response process to ensure proper procedures were followed and to identify areas of improvement for potential future events.

14.4 In the event that Bancard, Program Members or FIS discovers or is notified of a data breach or compromise (as the terms “data breach or compromise” are defined by the Payment Card Industry (PCI) data security standard, or any such successor or replacement standards) outside of the FIS systems affecting Bancard or Program Members, FIS will provide commercially reasonable assistance to Bancard by having certain fraud detection and mitigation specialists within FIS participate in a joint crisis management team with the objective of mitigating and limiting the financial and reputational loss to Bancard and Program Members. Except for its participation on and contribution of expertise to the crisis team, FIS shall bear no out of pocket expense for the mitigation of any breach that

occurs on systems outside FIS or its contracted suppliers and vendors; Bancard shall reimburse FIS for any out of pocket expense incurred by FIS in connection with participating as set forth in this Section 14.4.

14.5 FIS failure to comply with the provisions of this Section 14 (with the exception of Section 14.4) shall be considered a material breach of this Amended Agreement.

15.0 Changes to the Program Services.

15.1 Request by Bancard. Should Bancard request a change in any of the Program Services that would require modification of hardware or software utilized by FIS, then FIS and Bancard agree to negotiate whether and upon what terms and conditions such modifications shall be provided, if at all. FIS reserves the right to make changes to the Program Services so long as Bancard will continue to be able to meet its obligations to Program Members and their customers.

16.0 Government Inspection. FIS shall permit those governmental agencies which regulate and examine Bancard and the Program Members to examine FIS, its books and records, to the same extent as if the Program Services were being performed by Bancard or the Program Members on its own premises.

17.0 Insurance.

17.1 Forms and Limits. FIS represents that it has the following minimum limits of insurance coverage currently in effect ("Insurance Coverage") and that premiums therefor shall be paid when due:

FORM OF INSURANCE	LIMITS
(a) General Liability – Primary	\$500,000
Umbrella – Excess	\$10,000,000
(b) Errors and Omissions	\$5,000,000
(c) EDP Extra Expense	\$1,500,000
(d) Employee Dishonesty – Primary	\$5,000,000

Upon Bancard's request, FIS annually will provide certificates of coverage evidencing the Insurance Coverage.

17.2 Maintenance of Policies and Endorsements. FIS agrees to maintain the Insurance Coverage at no less than the above-stated minimum Limits during the Renewal Term and any subsequent renewal terms, between FIS and Bancard.

FIS shall maintain Endorsements naming Bancard as Loss Payee, as agent for Program Members, on all FIS insurance policies which provide coverage for losses incurred by Program Members resulting from, or arising out of, employee dishonesty. The Endorsements shall be in a form acceptable to Bancard.

17.3 Involuntary Changes of Coverage. Should the Insurance Coverage, or any portion thereof, be involuntarily terminated or modified without the consent of FIS, FIS shall replace such terminated or modified portions of the Insurance Coverage prior to final termination or modification, or as soon thereafter as commercially possible. In the event of involuntary termination or modification, FIS shall notify Bancard immediately, but in no event later than three (3) days following receipt of notice by the Chief Financial Officer of FIS of the termination or modification.

17.4 Premium Expense not a Defense. It is expressly understood and agreed that premium expense shall not be a valid reason for FIS's failure to maintain, renew, replace or self-insure the Insurance Coverage.

17.5 Consent to Change Coverage. It is expressly understood and agreed that FIS may not reduce the Limits below those stated above or discontinue or terminate the Insurance Coverage for any reason without prior notice to, and the express written consent of, Bancard, which consent shall not be unreasonably withheld.

18.0 Backup Provisions. FIS will maintain dual Central Processing Units in its computer data center, will provide off-premises secured storage of data and program files as required by VISA, MasterCard and applicable state and federal regulations, and will have available redundant sources of electrical power. In the event FIS is prevented from performing its obligations under this Amended Agreement through no fault of its own, FIS shall, through its own facilities, or suppliers of computer equipment, and/or other processors, provide processing services for the Program Services of a quality of care, priority and attention equivalent to that available for FIS's own work and shall provide such processing

services as promptly as is reasonably possible, but in no event later than twenty-four (24) hours after interruption of FIS's performance.

19.0 Arbitration.

19.1 Initiation. All disputes between the parties which are to be resolved by arbitration as provided hereunder, shall be conducted as hereinafter described. Either party may institute arbitration by giving written notice to the other party of its intention to arbitrate, which notice shall contain the name of the arbitrator selected by the party instituting arbitration, the nature of the controversy, the remedies sought and any other pertinent matter. Within thirty (30) days after the giving of such notice, the other party may submit to the initiating party the name of an arbitrator whom it has appointed and may submit an answering statement. Within ten (10) days thereafter the two arbitrators so appointed shall in good faith select a neutral third arbitrator; the three arbitrators so selected shall resolve the controversy. If the two arbitrators are unable to agree upon a neutral third arbitrator within the ten (10) day period, the third arbitrator shall be appointed by the American Arbitration Association in accordance with its then existing commercial arbitration rules. If the other party shall refuse or neglect to appoint an arbitrator within the requisite thirty (30) day period, the arbitrator appointed by the initiating party shall be empowered to proceed to arbitrate and determine the fact or matter in controversy as the sole arbitrator, and his award in writing shall be final, conclusive and binding upon the parties. The arbitrators nominated or appointed hereunder shall not be parties or affiliates of a party, or associated with, or employed by, or have the status of, supplier of goods or services to a party or affiliate of a party.

19.2 The Proceedings. Prior to rendering their decision, the arbitrators shall afford each of the parties an opportunity, both orally and in writing, to present any relevant evidence and to present arguments in connection with the matter in arbitration; provided, however, that the formal rules of evidence applicable to judicial proceedings shall not apply; and further provided, that any party submitting written materials shall be required to deliver a copy of the same to the other party concurrently with the delivery thereof to the arbitrators, and such other party shall have the opportunity to submit a written reply, a copy of which will be delivered to the other party concurrently with the delivery thereof to the arbitrators. Oral argument shall take place only at a hearing before all of the

arbitrators at which all parties are afforded a reasonable opportunity to be present and to be heard.

Unless the time is extended by a majority of the arbitrators, they shall submit their determination in writing within sixty (60) days after the third arbitrator is selected, or if only one arbitrator is acting, within sixty (60) days after the single arbitrator becomes empowered to act alone. If there are three arbitrators selected, as provided above, an award in writing signed by any two of them shall be final, conclusive and binding upon the parties. Any award made pursuant to arbitration may be entered as a judgment by any court of competent jurisdiction upon the application of any party to said arbitration.

19.3 Alternating Venues. If arbitration is required to resolve any disputes between the parties arising under or out of this Amended Agreement, the proceedings to resolve the first such dispute shall be held in Tampa, Florida, the proceedings to resolve the second such dispute shall be held in Washington, D.C., and the proceedings to resolve any subsequent disputes shall alternate between Tampa, Florida and Washington, D.C.

19.4 Costs and Legal Fees. Each party shall bear its own costs and expenses of arbitration, except that the fees, costs and expenses of the arbitrator(s) shall be equally divided. However, upon application by either party, the arbitrator(s) may award any or all of the total costs and expenses of arbitration, including legal fees, to one party or may apportion them between the parties.

20.0 MasterCard/VISA Requirements.

20.1 Use of Trademarks.

20.1.1 FIS shall not use any of the MasterCard trademarks and/or VISA Card Program Marks (collectively referred to hereafter as "Marks") unless a Program Member is prominently identified by name and city adjacent to such Marks. No such material may identify FIS unless FIS is prominently identified as an agent or representative of a Program Member.

20.1.2 FIS shall have no authority to permit use of the Marks by any of FIS's agents.

20.1.3 FIS shall indemnify and hold harmless VISA, Bancard and Program Members from any liability, loss, damage or expense of any kind including reasonable attorneys' fees, resulting from any failure by FIS to comply with all applicable VISA Bylaws and rules and any regulations, procedures or guidelines, as amended from time to time, including the requirements of this Section 20.0.

20.2 Solicitation Material. Any solicitation material used by FIS shall disclose that the subsequent cardholder and/or merchant agreements are between the Program Member and the individual cardholder and/or merchant.

20.3 MasterCard Member Service Provider Requirements.

20.3.1 FIS agrees to fully comply with all applicable MasterCard Bylaws and Rules and any operational regulations, procedures or guidelines (collectively referred to hereafter as "Rules") established from time to time by MasterCard.

20.3.2 FIS has registered with MasterCard as a Member Service Provider ("MSP") and has submitted a signed MSP agreement to MasterCard.

20.3.3 FIS will indemnify and hold harmless MasterCard, Bancard and Program Members from any liability, loss, damage or expense of any kind, including reasonable attorneys' fees, resulting from any failure by FIS to comply with the Rules, as amended from time to time, including the requirements of this Section 20.0.

20.3.4 FIS shall disclose to Bancard the identity and location of all of its sales locations and any other MSP or independent party performing part or all of the services FIS is contracting with Bancard to provide.

20.3.5 In the event of any inconsistency between any provisions of this Section 20.0 and the Rules, the Rules in each instance shall apply.

20.3.6 In addition to the provisions of Sections 4.1 and 4.2 above, this Agreement may be terminated by Bancard in the event of a material breach by FIS of the Rules applicable to the Program Services provided by FIS, and is terminated automatically in the event of termination of Bancard's applicable MasterCard license and/or its membership in MasterCard.

20.4 FIS will provide the Member Bulletins and other materials and services to Program Members required by VISA (Group Membership) and MasterCard.

21.0 Non-Renewal of Amended Agreement.

21.1 Inclusion of FIS in Bidding Process. If Bancard elects to not renew this Amended Agreement upon expiration of the Term or Renewal Term for any reason other than pursuant to Section 4.1(a), (b) or (d) above, then Bancard shall include FIS in the bidding process for a credit card and merchant processing company for the Bancard Program.

21.2 Non-renewal Letter to Program Members. In the event either party elects not to renew this Amended Agreement in accordance with Section 2.0 above, then within fourteen (14) days of the date notice of non-renewal is given by either party in accordance with Section 2.0, Bancard shall send to each Program Member via first class U.S. mail a letter in a form mutually agreed to by the parties.

21.3 No Effect on Other FIS Services. Notwithstanding the provisions of Sections 4.8 or any other provision of this Amended Agreement to the contrary, a "Prohibited Solicitation" shall not include, and no FIS company shall be prohibited from, marketing and providing services other than VISA or MasterCard credit or merchant processing or related enhancement services.

22.0 Disposal of Records. Upon expiration or earlier termination of this Amended Agreement, FIS will dispose of the information and records pertaining to Bancard, Program Members and Program Members' customers in any manner FIS deems appropriate consistent with applicable VISA and/or MasterCard and federal government agencies' regulations, unless Bancard, prior to such expiration or termination, furnishes to FIS written instructions for the disposition of such information and records at Bancard's expense.

23.0 Falcon Services. FIS is party to an agreement with Fair Isaac Corporation ("FAIR ISAAC"), in which FIS has the right to offer FAIR ISAAC's proprietary transaction account fraud detection systems, commercially known as Falcon Fraud ManagerTM ("Falcon"). Bancard hereby engages FIS to provide the Falcon services ("Falcon Services") to all Program Members receiving the Credit Card Program Services. Bancard shall require all Program Members receiving the

Credit Card Program Services to utilize Falcon through FIS in conjunction with such Services. Program Members receiving the Debit Card Program Services may also choose to receive the Falcon Services under the terms of this Amended Agreement.

23.1. Falcon Fees. Bancard shall be responsible for either paying or for each Program Member paying, to FIS, the fees for the Falcon Services (the “Falcon Fees”).

23.2. Responsibilities of Program Members. As agent for each of the Program Members, Bancard agrees as follows:

23.2.1 Each Program Member shall participate, via FIS, in FAIR ISAAC's Fraud Control Consortium (the "Consortium"), a cooperative arrangement among credit card issuers and FAIR ISAAC that permits FAIR ISAAC to collect and analyze data on credit and debit card fraud for the sole purpose of identifying fraud trends and fraudulent behavior. Bancard authorizes FIS to provide to FAIR ISAAC information in its possession, and Bancard shall provide to FIS or arrange for FIS to receive, on a monthly basis, information from each Program Member requested from time to time by FAIR ISAAC, for use by FAIR ISAAC to update its fraud detection algorithms. Bancard understands and agrees that as a member of the Consortium making contributions of data for use by FAIR ISAAC, as requested by FIS from time to time, is a requirement for use of Falcon. All Program Member data provided to the Consortium will be subject to the confidentiality provisions set forth in Sections 11.0 and 23.8 of this Amended Agreement. FAIR ISAAC and/or FIS may make modifications and updates to Falcon, from time to time, in their sole discretion.

23.2.2 Each Program Member shall participate in periodic confidential surveys deemed necessary by FIS to assess Falcon's performance. Subject to the confidentiality provisions of this Amended Agreement, Bancard, on behalf of itself and all participating Program Members, authorizes FIS to provide to FAIR ISAAC any Program Member information deemed reasonably necessary by FIS or FAIR ISAAC in connection with the operation of Falcon.

23.2.3 The parameters for operation of Falcon shall be determined from time to time by FIS and FAIR ISAAC, as applicable, in their sole discretion, to attempt to improve the performance of Falcon. Examples of such parameters include, without limitation, minimum Falcon scores required to trigger

an inquiry, prerequisites to a card block decision and/or initiation of contact by FIS with Program Members or cardholders. Program Members whose cardholders are subject to ongoing adverse effects from FIS's and Fair Isaac's management of Falcon shall be permitted to put in exception criteria to minimize cardholder disruption.

23.2.4 Bancard and each Program Member shall provide FIS within thirty (30) days of enrollment in Falcon, the names and corresponding valid telephone numbers for all of its cardholders, and authorize FIS to contact those cardholders at any time for the purpose of confirming card transactions. On behalf of all such Program Members, Bancard acknowledges that neither it, nor FIS, will be able to contact Program Member's cardholders without valid telephone numbers, and each Program Member must use its best efforts to obtain and maintain the current telephone number on all of the files for all of its cardholders, upon request, and to assist FIS in contacting cardholders. Bancard authorizes FIS to contact Program Member cardholders as may be deemed necessary by FIS in connection with the operation of Falcon, as well as to block transactions on cards at any time, regardless of whether FIS has been able to communicate with the cardholder or Program Member prior to such block, all as contemplated by the then current Falcon operating procedures. However, while FIS will use due care and commercially reasonable efforts in performing those functions, it does not guarantee that it will always take those actions and shall not be deemed responsible for failing to take those actions. Accordingly, Bancard shall arrange for each Program Member to always monitor its Falcon service reports to determine, as the final decision maker, whether Program Member should contact the cardholder and/or block the account.

23.2.5 Bancard and each Program Member shall comply with the requirements of this Section 23.0 and the current Falcon operating procedures, and as they may be from time to time amended.

23.3 FIS's Responsibilities.

23.3.1 FIS shall arrange for each Program Member to have access to the Falcon Services in connection with provision of the Program Services as provided herein. FIS shall provide to Bancard and each Program Member its then-current copy of the Falcon operating procedures which shall include, but not be limited to: (i) the then-current description of Falcon; (ii) the operating hours of

FIS's customer service center for Falcon-related questions; and (iii) procedures for Program Members to utilize the Falcon service.

23.3.2 Within approximately fifteen (15) days following each Program Member's enrollment, FIS will commence building that Program Member's individual profile for each "Open Account". The profiling period will take approximately sixty (60) to ninety (90) days (the "Profiling Period"). Upon completion of the Profiling Period, FIS will provide Bancard and the Program Member with notice of the date that Falcon will become operational for that Program Member (for each Program Member separately, the "Activation Date"). During the profiling period for each financial institution, prior to the Activation Date, potential fraudulent activity will not be routed to FIS's fraud analysts for review. Potential fraudulent activity from financial institution's cardholders will be reviewed by FIS only after the Activation Date for that financial institution.

23.3.3 FIS shall maintain a customer service center to respond to telephone calls from Bancard and Program Members regarding the Falcon service.

23.3.4 Upon receipt of a Falcon generated Fraud Alert, FIS will take appropriate action including utilizing automated processes to review suspicious activity on lower risk items in order to reduce the false positive rate of cardholder contact and to help ensure consistent review of all suspicious activity. The parties acknowledge that there may be occasions in which an alert will generate due to elevated probability of fraud, but further statistical analysis may demonstrate that the transactional activity is normal; in which case, a call will not be placed to the cardholder and memos will not be added to the alert. The highest risk Fraud Alerts will be contacted by FIS (through its fraud alert management business segment) using all cardholder contact numbers on file with FIS. The cardholder's card(s) may be blocked at any time, regardless of whether FIS has been able to communicate with the cardholder or Program Member, when warranted by the circumstances.

23.4. Disclaimer of Liability. Neither FIS, FAIR ISAAC nor Bancard shall be responsible for any losses, damages, or liabilities of any kind or nature, whether in contract, tort (including negligence), strict liability or under any other theory, incurred by Program Members, their agents, or any cardholders, caused by failures, inaccuracies or errors in Falcon's operation, failure of Falcon to detect

fraudulent transactions or other claims associated with Falcon or the functions and services provided by FIS, Bancard, or FAIR ISAAC with respect to the Falcon Services. In no event shall FIS, Bancard, or FAIR ISAAC be liable for indirect, special, incidental, or consequential damages including, but not limited to, lost profits incurred by Program Members, their agents, or any cardholders in connection with the Falcon Services. Program Members shall indemnify and hold FIS, Bancard and FAIR ISAAC harmless from any liability of any kind or nature, fees (including reasonable attorneys' fees) and expenses resulting, directly or indirectly, from any claim by Program Member cardholders based upon the use of Falcon Services. FIS, for itself and on behalf of Bancard and FAIR ISAAC, disclaims all warranties with respect to the Falcon Services provided pursuant to this Section 23.0, both express and implied including, but not limited to, any implied warranty of merchantability and warranty of fitness for a particular purpose. The Falcon Services are provided "as is" with no warranties or representations by any party.

23.5. Ownership of Computer Programs and Related Documentation; Disposal of Records. All computer programs and related documentation used or supplied by FIS and/or FAIR ISAAC to provide Bancard and Program Members with access to Falcon are subject to the proprietary rights of FIS and FAIR ISAAC respectively, as well as the confidentiality provisions of this Amended Agreement. This Section 23.5 shall in no way be construed to grant any right, license or authorization to Bancard or to any Program Member to use the computer programs and/or related documentation used or supplied by FIS or FAIR ISAAC for any purpose except as permitted herein.

23.7 Trademark Usage. Bancard, on its own behalf and as agent for each Program Member, shall not utilize trademarks of either FIS or FAIR ISAAC (the "Marks") without first receiving FIS's prior written consent and identifying the Mark as owned by FIS or FAIR ISAAC, as applicable. FAIR ISAAC's Marks include, without limitation, Falcon™, Falcon Debit™, Falcon Expert Reason™, Reporter™ and DeployNet™. Bancard's and Program Member's use of the Marks shall be in accordance with FIS's and FAIR ISAAC's trademark usage policies in effect from time to time, as applicable. Nothing contained herein shall give Bancard or any Program Member any interest in any Marks.

23.8 Confidentiality of Falcon. Bancard, on behalf of itself and all Program Members, and FIS, each agrees to hold in strictest confidence any

information and material which is related to the other party's business, software systems or information and material which is designated as proprietary and confidential herein or otherwise, by any party in connection with the Falcon Services. Such information shall be treated as Confidential Information. Neither party nor any Program Member shall use such Confidential Information of the other party other than for the specific purposes of the Falcon Service. Confidential Information shall also include information obtained by FAIR ISAAC directly from each Program Member, pursuant to Program Member's participation in the Consortium, through Bancard, or otherwise. Each party's obligations of confidentiality under this Section 23.8 shall survive the expiration or earlier termination of this Amended Agreement. Without limiting the generality of the foregoing, FIS and Bancard, for itself and each Program Member, agree:

- (a) Not to disclose or permit any other person or entity access to any Confidential Information, except that such disclosure or access shall be permitted to any employee, agent, representative or independent contractor of such party requiring access to the same in the course of his or her employment or services to the extent reasonably required to carry out the purposes of the Falcon Service;
- (b) To ensure that its employees, agents, representatives, and independent contractors who are given access to any Confidential Information of the other party are advised of the confidential nature of such information and are precluded from taking any action prohibited under Section 11.0 herein;
- (c) Not to alter or remove any identification, copyright or proprietary rights notice which indicates the ownership of any part of any Confidential Information of another party; and
- (d) To notify the other party promptly and in writing of the circumstances surrounding any possession, use or knowledge of any Confidential Information of the other party by any person or entity other than those authorized by this Amended Agreement.

For purposes of this Section 23.8 only, the term "FIS" shall include both FIS and FAIR ISAAC. FIS represents and warrants to Bancard that, by the terms of its agreement with FAIR ISAAC, FAIR ISAAC is subject to the confidentiality obligations set forth in this Section 23.8.

23.9. Use of Falcon; Termination of Falcon Use. Bancard shall require each credit card issuing Program Member to use Falcon during the Renewal Term(s) of this Amended Agreement. FIS may terminate the Falcon Services and Program Members' use of Falcon if FIS's agreement with FAIR ISAAC is terminated for any reason, by providing written notice to Bancard and each Program Member utilizing Falcon under this Amended Agreement. In such event, FIS will use its best efforts to replace the Falcon Services with another provider on terms and conditions satisfactory to Bancard.

24.0 Special Programming.

24.1 During the Term and any Renewal Term(s), FIS shall make programming time available to Bancard, at a maximum rate of one thousand (1000) hours per year to implement additional system features and functions (the "Modifications") to the Program Services provided by FIS to Program Members. The programming hours provided for a particular year must be used within that year as unused programming time during any particular year shall not be rolled over and added to the 1000 hours for the next year to which Bancard is entitled. There shall be no rolling over of any unused hours, provided, however, that with respect to projects that are requested by Bancard in any year and either scheduled for the following year upon mutual agreement of the parties or commenced but not completed in that year, any unused programming hours for that year will be carried forward for the project. In addition, with respect to a particular year, Bancard may look back to the prior year and look forward to the next year to borrow hours from the next year for a project requested and to be completed in the current year; that is, for example, if the requested project requires more than 1000 hours in the year requested, then Bancard may use any unused hours from the previous year and, if necessary, borrow additional hours from the next year. Any borrowed hours are deducted from the number of programming hours for the year from which such hours are borrowed. FIS's duties under this Section 24.6 shall terminate in the event Bancard provides notice of nonrenewal pursuant to Section 2.0.

24.2 Within 30 days after receiving written notice from Bancard requesting a Modification (the "Modification Request"), FIS will provide written notice to Bancard regarding whether or not the Modification can be made. Any Modification Request should include a written description of the proposed Modification.

24.3 FIS expressly reserves the right to assign any Modification for completion to the appropriate skill required.

24.4 No right, title, license or other interest is conveyed to Bancard as a result of or in the Modifications. The exclusive right of ownership, including industrial ownership and literary and artistic ownership, relating to the FIS system and any Modification is, and shall remain, the exclusive property of FIS. To the extent that Bancard may, under applicable law, be entitled to claim an ownership interest in the Modifications, Bancard assigns, transfers, grants, conveys, and relinquishes exclusively to FIS, without the necessity of further consideration, all of its right, title and interest in the Modifications.

25.0 Users Group Meetings. FIS will support and help fund up to five (5) state/regional Bancard Users group meetings each calendar year. This includes FIS's commitment to the current number of sessions and includes the cost of the meeting rooms, meals, AV equipment and other hotel expenses. FIS will continue to host the Merchant Focus Group and the Bankers Banks meetings in St. Petersburg and reimburse for one person per institution for two nights of hotel expense. FIS will continue to supply trainers for the seminars and will provide a Relations representative when available or when there are at least fifteen (15) Program Members in attendance.

26.0 Program Member Benefit Association. Bancard agrees that it shall sign a Program Member Benefit Association, Inc. ("FIBA") Membership Agreement in the form attached hereto as Exhibit 2, on behalf of itself and the Program Members for Program Members wishing to offer insurance related products through FIS. Bancard agrees to require that each Program Member be bound by the terms of the FIBA Membership Agreement and that each shall be a Sponsoring Member of FIBA as that term is defined in the FIBA Membership Agreement. Each Program Member, as a Sponsoring Member of FIBA, can make available to its customers any of the benefits of FIBA membership by signing individual FIBA Riders to the FIBA Membership Agreement.

27.0 Legal Compliance and Indemnification.

27.1 Sample Forms. As a convenience to Bancard and the Program Members which issue VISA or MasterCard credit cards, FIS shall provide to Bancard for the Program Members samples of (i) applicable terms and conditions of credit card issuance and use; and (ii) required federal Truth-In-Lending

disclosures. All sample forms are provided with no express or implied representation or warranty as to their compliance with applicable state or federal law or appropriateness for use by Program Members, and Program Members shall have the responsibility for overall approval of such materials.

27.2 Program Member Responsibility. Bancard will require that each Program Member is responsible for its compliance with all laws, rules and regulations applicable to their performance of operations of its VISA and/or MasterCard program including, without limitation, usury laws, the Truth-In-Lending, Fair Credit Billing, Fair Credit Reporting, Equal Credit Opportunity, and Electronic Funds Transfer Acts, and all rules and regulations promulgated thereunder, and all applicable state laws and regulations. Each party shall cooperate and shall use its best efforts to facilitate Program Members' compliance.

27.3 Indemnification by Bancard. Notwithstanding anything to the contrary in this Amended Agreement and subject to Section 28 of this Amended Agreement, Bancard agrees to defend, indemnify and hold harmless FIS, its affiliates, subsidiaries, successors and assigns, and its and their stockholders, officers, directors, employees and agents, and to require all Program Members to defend, indemnify and hold FIS harmless from and against all liabilities, claims, damages, losses or expenses, including attorneys' fees, which arise out of, or in connection with, any failure of Bancard or the Program Members, as the case may be, to comply with all applicable laws, rules and regulations including, without limitation, all disclosures and other requirements under the federal Truth-In-Lending Act, which indemnity shall be effective regardless of whether a Program Member uses any forms or other materials supplied by FIS; provided, however, that Bancard and the Program Members shall have no liability for negligent acts or omissions by FIS, its employees, agents or representatives.

27.4 Indemnification by Program Member. Bancard shall require each Program Member to defend, indemnify and hold both Bancard and FIS harmless from and against any and all liabilities, claims, damages, losses or expenses, including attorneys' fees, which arise out of or in connection with, the transfer of any data or the performance of any vendor, as contemplated by Section 5.2(b) of this Amended Agreement.

27.5 Indemnification by FIS. Notwithstanding anything to the contrary in this Amended Agreement and subject to Section 28 of this Amended Agreement, FIS agrees to defend, indemnify and hold harmless Bancard, its

affiliates, subsidiaries, successors and assigns and its and their stockholders, officers, directors, employees and agents from and against all liabilities, claims, damages, losses, expenses and fees, including attorneys' fees, which arise out of or in connection with any failure of FIS to comply with all laws, rules and regulations applicable to it pursuant to the provisions of this Amended Agreement or the standards established by Visa and MasterCard, including the transfer of data as contemplated by Section 3.2 of this Amended Agreement.

27.6 Limitation on Indemnities. Indemnities under this Section 27.0 shall be in addition to any right of indemnification or other rights or remedies which any party may otherwise have under this Amended Agreement or applicable law.

28.0 Limitations on Damages. Notwithstanding anything to the contrary in this Amended Agreement, in any action by one of the parties against the other arising from performance, or the failure of performance, or in connection with the indemnity provisions of this Amended Agreement, damages, liabilities, costs, losses, expenses, claims and fees will be limited to direct money damages, losses, expenses, costs, fees, including attorneys' fees, and statutory penalties, if any imposed, in an amount not to exceed such amount actually incurred by the party. Notwithstanding anything to the contrary in this Amended Agreement, in no case will a party be responsible to the other party for special, incidental, consequential or exemplary damages, except as a result of a willful breach of this Amended Agreement. For the avoidance of doubt, the limitations set forth in this Section 28 applies with respect to and serves to limit FIS and/or Bancard's liability with respect to Program Members.

29.0 Distribution to Program Members. Within thirty (30) days after the execution of this Amended Agreement by both parties, Bancard shall distribute copies of this Amended Agreement to all Program Members by certified mail or by courier, and shall obtain a receipt for each delivery, and shall advise each that (a) this Amended Agreement supersedes and replaces the Original Agreement, except as provided otherwise in Section 1.0 above, (b) each of them is bound by the relevant provisions of this Amended Agreement as of October 1, 2011 in accordance with Section 2 of their Financial Services Agreement with Bancard, and (c) the Term of their Financial Services Agreement remains concurrent with the Term and any Renewal Term(s) of this Amended Agreement. Notwithstanding the foregoing, the Parties acknowledge that as of the Effective Date hereof certain

Program Members continue to receive the debit, in-house/pass through and ATM card services as part of the Program Services pursuant to Schedules E and F to the 2003 Renewal Agreement ("Debit Clients"), and further, that such Schedules E and F, attached hereto, will survive and continue in effect until such time as Debit Clients have been converted off of the Bancard Program for such debit services.

30.0 Agent Bank Agreements. Bancard shall require each Program Member that enters into agreements with other financial institutions ("Agent Banks") whereby, among other things, the Agent Bank shall agree to (a) make Program Member's VISA and/or MasterCard card available to its customers and/or (b) enroll merchants in Program Member's merchant program, to be a party to a written agreement with Bancard ("Agent Bank Agreement"). Bancard shall require that each Agent Bank be a party to an Agent Bank Agreement. The Agent Bank Agreement shall require that the Program Member obtain the signature of each Agent Bank as a party to that Agent Bank Agreement prior to commencement of services to that Agent Bank. The Agent Bank Agreement also shall provide that the Program Member is, and shall remain, fully responsible for the selection, monitoring and financial responsibility of the Agent Banks and for their compliance with the terms of the Financial Services Agreement and this Amended Agreement, as applicable, in the same manner and to the same extent as Program Member. The Agent Bank Agreement also shall contain the agreement of each Agent Bank that shall enroll merchants in Program Member's merchant program to indemnify and hold harmless FIS (under language comparable to that in Section 8.4 above) with respect to Merchant Sales which arise from transactions from merchants enrolled by Agent Bank in Program Member's merchant program.

31.0 Guarantee and Indemnity of Fidelity National Information Services, Inc. The Guarantee and Indemnity of FIS's parent company, Fidelity National Information Services, Inc., a Georgia corporation, which guarantees the full and faithful performance by FIS of all its obligations under the Original Agreement which result from, or arise out of, the unlawful, fraudulent or dishonest acts or omissions of FIS, its agents or employees, which is attached to the Original Agreement as **Exhibit 3** shall remain in full force and effect in accordance with its terms during the Term and all Renewal Terms of this Amended Agreement. Such Guarantee and Indemnity is incorporated into this Amended Agreement by this reference and constitutes the entire understanding of the parties with respect to the subject matter thereof, and any prior agreements, understandings or representations on such subject matter are terminated and cancelled in their entirety and are of no

further force or effect, including Guarantee and Indemnify under the 1994 Renewal Service Agreement.

32.0 No Waiver. No action taken pursuant to this Amended Agreement by either party shall be deemed to constitute a waiver of compliance with any representation, warranty, covenant, obligation or agreement contained in this Amended Agreement, and shall not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

33.0 Force Majeure. In the event FIS is unable to timely perform its obligations hereunder due to causes that are beyond its control, including without limitation, strikes, riots, earthquakes, epidemics, war, fire, or any other catastrophe rendering its data processing center wholly or partially inoperable, FIS shall not be liable for any loss or damage which results to Bancard, Program Members or their customers.

34.0 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

35.0 Recitals; Entire Agreement; Construction. The recitals set forth in the preamble to this Amended Agreement are incorporated into and made a part of this Amended Agreement. Except for Exhibit 3 to the Original Agreement and the First Amendment dated September 1, 2011, which are incorporated by reference into this Amended Agreement, this Amended Agreement and the Schedules and Exhibits attached hereto amends, supersedes, restates and replaces the Original Agreement when it has been duly executed by both parties. This Amended Agreement including the recitals, Schedules and Exhibits hereto (except for Exhibit 3 and the First Amendment dated September 1, 2011 to the Original Agreement), constitutes the entire understanding and agreement of the parties with respect to the subject matter of this Amended Agreement, and any and all other prior agreements, understandings, or representations, including the Original Agreement (with the exception of Exhibit 3 and the First Amendment dated September 1, 2011 thereto) are hereby terminated and cancelled in their entirety and are of no further force and effect. This Amended Agreement shall not be construed more strongly against either party regardless of which is more responsible for its preparation.

36.0 Modification or Amendments. Except as otherwise provided for herein, no amendment or modification of this Amended Agreement shall be valid unless in writing and signed by all of the parties hereto.

37.0 Assignment. Bancard may freely assign its rights and obligations hereunder to any organization which is majority owned directly or indirectly by the Independent Community Bankers of America. Upon any such intended assignment, Bancard shall provide FIS with advance notice. In no event shall such an assignment or transfer be deemed a termination for purposes of Section 5.0 hereof. Otherwise, neither FIS nor Bancard may assign its rights or obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld. Any unauthorized assignment shall be void.

38.0 Notices. Any and all notices, demands or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if served either personally or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be served personally, service shall be conclusively deemed made at the time of such personal service. If such notice, demand or other communication be given by mail, such shall be conclusively deemed given forty-eight (48) hours after the deposit thereof in the United States mail addressed to the party to whom such notice, demand, or other communication is to be given as hereinafter set forth:

To FIS: Fidelity National Card Services, Inc.
601 Riverside Avenue
Jacksonville, FL 32204
Attention: President and CEO

With a Copy To: Fidelity National Card Services, Inc.
Law Department
601 Riverside Avenue
Jacksonville, FL 32204
Attention: General Counsel

To Bancard: ICBA Bancard, Inc.

1615 L Street NW
Washington DC 20036
Attention: Linda F. Echard, President

With a Copy To: Nelson Mullins Riley & Scarborough LLP
101 Constitution Avenue, NW
Washington, D.C. 20001
Attention: Leonard J. Rubin, Esq.

39.0. Attorneys' Fees. In the event any action be instituted by a party to enforce any of the terms and provisions contained herein, the prevailing party in such action shall be entitled to such reasonable attorneys' fees, costs and expenses as may be fixed by the Court.

40.0. Captions. The section captions in this Amended Agreement are for convenience only and shall not bear on the interpretation of the terms of this Amended Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this 2011 Renewal Service Agreement as of the Effective Date.

**ICBA BANCARD, INC.,
a Delaware corporation**

By: _____
Its: President and CEO
Name: Linda Echard

**FIDELITY NATIONAL CARD
SERVICES, INC., a Florida
corporation**

By: _____
Its: Authorized Signatory
Name: _____

List of Attachments:

Exhibit 1 to Amended Agreement – Service Level Agreements
Exhibit 2 to Amended Agreement – Form FIBA Membership Agreement
Exhibit 3 to Original Agreement – Guarantee and Indemnity
Schedule A to Amended Agreement
Schedule C to Amended Agreement
Schedule K to Amended Agreement
Schedule E from the 2003 Renewal Agreement
Schedule F from the 2003 Renewal Agreement

Fidelity National Card Services, Inc.
ICBA Bancard

2016 RENEWAL SERVICE AGREEMENT

Exhibit 1

Service Level Agreements (SLA)

Effective January 1, 2016

A. SLAs / Standards. FIS will provide the Program Services in accordance with the following SLAs / Standards, defined as set forth below and at the standard set forth below. Standards denoted as "new" or, the where metric or classification has been upgraded in this Exhibit 1 (as compared to the Exhibit 1 that this Exhibit is replacing), will become effective on July 05, 2016.

CARD SERVICES		
Customer Service Phone ("CSP")		
Service Area	CSP #1	
Customer Service Phone		
Name of Standard	Standard	Material
General Customer Service - Service Level	80%/30 SEC	Low
Definition		
A telephone service level index of 80% of all calls will be answered within 30 seconds.		
Service Area	CSP #2	
Customer Service Phone		
Name of Standard	Standard	Material
VIP Customer Service – Service Level	80%/30 SEC	Low
Definition		
A telephone service level index of 80% of all calls will be answered within 30 seconds.		
Service Area	CSP #3	
Cardholder Satisfaction Level Phone Customer Service		
Name of Standard	Standard	Material
Quality of Overall cardholder phone customer service	80% STD as suggested by consumer monthly feedback surveys	Low
Definition		
Monthly overall satisfaction rating incorporating timeliness, courtesy, knowledge and accuracy.		
Lost Stolen ("L/S")		
Service Area	L/S #1	
Lost Stolen		
Name of Standard	Standard	Material
Lost/Stolen – Service Level	80%/30 SEC	Low
Definition		
80% of calls answered within 30 seconds.		
Customer Service Written ("CSW")		
Service Area	CSW #1	
Customer Service Written		
Name of Standard	Standard	Material
Inquiry Resolved / CH Notified - 3 Bus Days	98% STD	Low
Definition		
Incoming items are date stamped and tracked from date received in the dispute work queue. Retrievals, chargebacks, billing information, payment inquiries and follow-up date requested by Chargeback Customer Service (CCS) are all included in this standard.		

Service Area			CSW #2
Customer Service Written			
Name of Standard	Standard	Material	
Dispute Accuracy Rate	New STD 96.5%	Low	
Definition	Resolved files (both disputes and fraud) are selected daily at random from a rep by an internal Auditor. The Auditor validates the processing of the file and documents the number of errors. Calculation: Total achieved points divided by the total possible points = overall percentage accurate		
Service Area			CSW #3
Customer Service Written			
Name of Standard	Standard	Material	
Phone Inquiry Response	98% STD	Low	
Definition	98% of all telephone inquiries received by Chargeback Customer Service requiring some form of research or Investigation will be responded to within 1 business day.		
Fraud ("FRD")			
Service Area	FRD #1		
Fraud			
Name of Standard	Standard	Material	
Fraud files Closed W/I 120 days*	New STD 96%	High	
Definition	The age of all Fraud files open less than 120 days is based on the date the case was created. This calculation will reflect the true age of the case and its transactions, not based on the last monetary adjustment of a single transaction. Closeout calculation = (total claims > 120 days / (Total open claims + Claims closed less than 120 days) This calculation will be tracked daily for each business day of the month. At the end of the month, FIS will sum the business day totals for each of these three metrics and run through this formula to come to the monthly average. <u>FIS agrees to review this standard 6 mos. after the Amendment Effective Date to evaluate for possible adjustment of this standard based on assessment of recently agreed upon process changes and anticipated efficiencies. Any change in the standard must be mutually agreed upon by the parties and will be effective 90 days after written agreement.</u>		
Service Area			FRD #2
Fraud			
Name of Standard	Standard	Material	
Fraud Case Opening	95%	No	
Definition	Fraud Chargeback Services will open 95% of fraud cases within 10 business days from date of receipt to include image indexing and case creation or 10 business days following auth/post pending period (5 days) for Falcon to fraud record. <u>FIS agrees to review this standard 12 mos. after the Amendment Effective Date to evaluate for possible adjustment of this standard. Any change in the standard must be mutually agreed upon by the parties and will be effective 90 days after written agreement.</u>		
Service Area			FRD #3
Fraud			
Name of Standard	Standard	Material	
Inbound calls to Fraud Prevention Service Level Standard	95%/45 SEC	Low	
Definition	95% of all calls answered within 45 seconds.		
Service Area			FRD #4
Fraud			
Name of Standard	Standard	Material	
Fraud/Dispute portal availability	99.50%	No	
Definition	Fraud/Dispute portal will be available 99.5% from 8:00 AM to 8:00 PM ET, excluding weekends, holidays and planned maintenance.		

Card Issuance ("CISSU")				
Service Area	CISSU #1			
Card Issuance				
Name of Standard	Standard	Material		
New Accounts Timeliness		99% STD		
Low				
Definition				
99% of the time new accounts will be processed and mailed to cardholders within three (3) business days as tracked by the system according to date of entry. This standard measures all new accounts regardless of card type (i.e. Mag or Chip).				
Service Area	CISSU #2			
Card Issuance				
Name of Standard	Standard	Material		
Reissue Cards Mailed by the 10th business day of the month		99% STD		
No				
Definition				
99% of the time the reissue will be mailed by the 10th business day. Total items received for the reissue are determined by information provided via file. The reissue cards are tracked according to relative month and date mailed within that month. Volume of cards mailed by the 10th business day determines the achievement of the standard.				
Payments ("PMT")				
Service Area	PMT #1			
Payments				
Name of Standard	Standard	Material		
Process Same Day if Received By 10 AM		New STD 96%		
Low				
Definition				
Date and time received are indicated on the batches. As items are posted, the time is documented and determines the achievement of the standard when compared to the time/date received.				
Service Area	PMT #2			
Payments				
Name of Standard	Standard	Material		
Process Next Day if Received After 10 AM		100.00%		
No				
Definition				
100 % of all payments shall be processed accurately by FIS.				
Service Area	PMT #3			
Payments				
Name of Standard	Standard	Material		
Exceptions Processed W/I 3 Days		99.9% STD		
No				
Definition				
Items are tracked and measured the same as regular payments. Exception payments are anything other than a standard size check and statement header sent in the standard return envelope supplied by FIS. Missing Acct #'s are researched by name and address on checks or payment media when no match can be found, FIS is dependent upon the cardholder contacting Customer Service and FIS cannot be held accountable for processing in a timely fashion.				
E-Reports ("ERPT")				
Service Area	ERPT #1			
E-Reports				
Name of Standard "New"	Standard	Material		
Daily Reports		New STD 100%		
No				
Definition				
100% of the time daily reports will be available via E-Reports by no later than 10:00 AM Eastern Standard Time.				
Relations ("REL")				
Service Area	REL #1			
Relations				
Name of Standard	Standard	Material		
Incoming Calls and Emails Returned within 2 HRS		98% STD		
No				
Definition				
Incoming calls and emails will be returned within 2 HRS. Time includes business hours only. Business hours are defined as 8:00 AM to 8:00 PM Eastern Time.				

Service Area			REL #2
Relations			
Name of Standard	Standard	Material	
Incoming Calls Returned In 8 HRS	Total Outliers = 4/MO, 10Q	Low	
Definition			
Incoming calls and emails will be returned within 8 HRS. Time includes business hours only. Business hours are defined as 8:00 AM to 8:00 PM Eastern Time.			
Service Area			REL #3
Relations			
Name of Standard	Standard	Material	
Research Inquiry Resolved in 2 BD	98% STD	Low	
Definition			
Inquiries are tracked from the time they are received by the representative (includes voice mail). Excluding weekends and holidays. The inquiries are considered resolved when:			
<ul style="list-style-type: none"> • Representative provides resolution to inquirer • Representative leaves a message with information or requests inquirer to contact Relations Representative. The exception is if additional information or research is required to obtain the resolution. In this case, the Bank Relations Representative must contact the inquirer within the defined timeframe. Business hours are defined as 8:00 AM to 8:00 PM Eastern Time. 			
Service Area			REL #4
Relations			
Name of Standard	Standard	Material	
Representative Calls To Institution	90% STD	No	
Definition			
Representatives will initiate calls once a month to their assigned Program Members who have not called Bank Relations during the month. The objective is to assist in the monitoring of potential institution problems.			
Client Technical Services ("CTS")			
Service Area	CTS #1		
ClientLink			
Name of Standard	Standard	Material	
Help Desk Staffed To Receive Calls	90% STD	No	
Definition			
The ClientLink help desk will be staffed to answer 90% of total calls offered. Business hours are defined as 8:00 AM to 8:00 PM Eastern Time.			
Service Area			CTS #2
ClientLink			
Name of Standard	Standard	Material	
CTS Responds To Institutions In 2 HRS	100% STD	No	
Definition			
Messages are tracked from the time they are taken. Messages will be returned within 2 hours, expired time includes business hours only. Business hours are defined as 8:00 AM to 8:00 PM EST.			
System Administration ("SYSAD")			
Service Area	SYSAD #1		
System Administration			
Name of Standard	Standard	Material	
Accuracy Rate – Parameter File Changes	99.7% STD	Low	
Definition			
System Administration will track the number of production Parameter File Change errors on a monthly basis.			
An error is defined as correct information provided by the institution and implemented incorrectly by FIS. A parameter file change is defined as any record change to a plan. The standard will be calculated by converting the total number of errors / total number of parameter changes to a percentage.			
Service Area			SYSAD #2
System Administration			
Name of Standard	Standard	Material	
Accuracy Rate – Cardholder errors	99.9% STD	High	
Definition			
No more than two (2) days during a calendar month with accuracy issues are permissible (single or cumulative issues related to inaccurate data or activity) that affects 0.1% or more cardholder accounts.			

Merchant Services ("MER")		
Service Area		MER #1
Merchant-Authorizations		
Name of Standard		
Merchant Authorization System Availability	Standard	Material
99.9% STD	Low	
Definition		
Authorization calls will not experience busy signals 99.9% of the time.		
Service Area		MER #2
Merchant-Relations		
Name of Standard		
MAS System Availability	Standard	Material
95% STD	High	
Definition		
New merchants will have a download file available and be ready to process (MAS complete) within two (2) business days of receipt of completed application at FIS 95% of the time.		
Service Area		MER #3
Merchant-Relations		
Name of Standard		
Merchant Boarding	Standard	Material
99.75% STD	High	
Definition		
The merchant boarding and maintenance team will record a 99.75% accuracy rate each month.		
Service Area		MER #4
Merchant-Relations		
Name of Standard		
Incoming calls returned w/in 2 HRS	Standard	Material
96% STD	No	
Definition		
Relationship Managers will return voice mail within two (2) business hours 96% of the time.		
Service Area		MER #5
Merchant-Relations		
Name of Standard		
E-Mail Responsiveness	Standard	Material
85%/96% STD	No	
Definition		
Relationship Managers will respond to 85% of all e-mails within two (2) business hours and, 96% of all e-mails within four (4) business hours.		
Service Area		MER #6
Merchant-Relations		
Name of Standard		
Issue Resolution	Standard	Material
85%/2 Bus Days 96%/5 Bus Days STD	Low	
Definition		
Eighty-five (85%) percent of "daily" inquiries will be resolved within two (2) business days and, ninety-six (96%) percent of "daily" inquiries within five (5) business days.		
Service Area		MER #7
Merchant - Relations		
Name of Standard		
Customer Contact	Standard	Material
1 I/O 95% per Mo. STD	No	
Definition		
Every institution will have at least one inbound/outbound call per month, 95% of the time.		

Technology ("TECH")		
Service Area	TECH #1	
Technology – Credit		
Name of Standard All available 24/7 except as noted.	Standard	Material
General Customer Service – IVR Availability	99.9% STD	High
Card Activation System Availability	99.9% STD	Low
TBS Availability	99.75% STD	High
BASE2000 Availability	99.75% STD	High
Collection Modules Availability 7am-11pm EST, M - Sat	99.75% STD	Low
ServiceView Availability (BASE2000 CU Access) 7am - 11pm EST M-F	99.75% STD	High
ClientLink Availability (TBS CU Access) 7am - 11pm EST M-F	99.75% STD	High
MyCard Statement Availability	99.75% STD	Low
Falcon System Availability	99.5% STD	Low
TBS Authorization System Availability	99.8% STD	High
BASE2000 Authorization System Availability	99.8% STD	High
Definition		
The above-identified systems shall be available as noted at the percentage listed excluding scheduled outages.		
Service Area	TECH #2	
Technology – Credit		
Name of Standard	Standard	Material
Transmissions from TBS and BASE2000 to Program Members.	98% STD	Low
Definition		
99% of the time Cardsource, Collections, PIH, CDS and VCF files will be transmitted by 8:00 AM EST on scheduled processing days.		
Service Area	TECH #3	
Technology – Credit		
Name of Standard	Standard	Material
Incoming Payment file Processing	97% STD	No
Definition		
<ul style="list-style-type: none"> • Incoming Payment Files – 97% of all files received processed successfully. Tracked by total files processed vs. failures within a given month. • FIS Payment File processing (Pay-by-Phone, MyCardStatement, ACH) – 97% of all Payment Files processed successfully. Tracked by total files processed vs. failures in a given month. • All measurements are on a monthly basis, excluding scheduled downtime and third party network and/or client (Bancard and/or Program Member) issues that are outside of FIS's control. 		
Service Area	TECH #4	
Technology – Credit		
Name of Standard	Standard	Material
VbV/SecureCode Availability	98.5% STD	No
Definition		
Verified by Visa and MasterCard SecureCode will be available 98.5% of the time, excluding scheduled outages.		
Service Area	TECH #5	
Technology – Pass Thru		
Name of Standard	Standard	Material
Pass Thru EFT Switch Availability and Authorization System	99.7% STD	High
Definition		
99.7% of the time the FIS Pass Thru EFT switch and authorization system will be available excluding scheduled outages.		
Service Area	TECH #6	
Technology – Pass Thru		
Name of Standard	Standard	Material
Pass Thru Debit Central Transaction Files	98% STD	No
Definition		
<ul style="list-style-type: none"> • Early CTF's – 98% of the time, FIS's central transaction files will be available for file transmission to the Program Member by 6:00 PM EST. • Late CTF's – 98% of the time, FIS's central transaction files will be available for file transmission to the Program Member by 2:00 AM EST the following day. 		

Service Area			TECH #7
Technology – Pass Thru			
Name of Standard	Standard	Material	
Pass Thru Debit Positive Balance Files	98% STD	No	
Definition			
98% of all positive balance files will be processed every 2 hours between 6:00 AM and 11:59 PM EST. Exception – when there is a scheduled IPL of the IBM Mainframe; then the 6:00 AM positive balance file is processed at 8:00 AM.			
Service Area			TECH #8
Technology - Norcross			
Name of Standard	Standard	Material	
Norcross Authorization System	99.7% STD	High	
Definition			
99.0% of the time the FIS-Norcross authorization system will respond to incoming authorization requests.			
Production Mail ("PMAIL")			
Service Area			PMAIL #1
Production Mail			
Name of Standard	Standard	Material	
Statements Mailed 21 calendar days before due date	100% STD	High	
Definition			
Statements will be mailed within 21 days of system due date. The delivery standard is 100%; however, this standard will not be eligible for penalty unless service is below 99.5%.			
Service Area			PMAIL #2
Production Mail			
Name of Standard	Standard	Material	
PIN Mailers	95% STD	No	
Definition			
PIN Mailers will be mailed within 2 business days of generation 95% of the time.			
Service Area			PMAIL #3
Production Mail			
Name of Standard	Standard	Material	
Cardholder letter and notices	95% STD	No	
Definition			
Cardholder letters and notices will be mailed within 3 business days, 95% of the time.			
Billing & Settlement ("BLING")			
Service Area			BLING #1
Settlement & Billing (TBS, BASE2000, Pass Thru)			
Name of Standard	Standard	Material	
Daily Settlement Accuracy	New STD 99.0 %	HIGH	
Definition			
Daily settlement between FIS and the Program Members will settle w/in 2 Business Days excluding weekends and bank holidays, for the reported amount 99% of the time. e.g. Monday's work settles Wednesday, Tuesday's work on Thursday, Wednesday's work on Friday. Note, that work processed on Thursdays and Fridays will both settle on Mondays.			

A. Customer Voice Operations - 100% US-Based. One hundred percent (100%) of all customer voice operations shall be handled in the United States.

B. Measurement; SLA Failure. Unless otherwise provided herein, the SLA's shall be measured on a monthly basis and on a system-wide basis (not individual Program Member basis) and pursuant to the following formula: $(TM - OM) / TM$. "TM" means total clock minutes during the month. "OM" or "Outage Minutes" means the number of minutes during the month that the SLA is not being satisfied (for example, the system is not capable of processing any data or transaction from any source), excluding any Excluded Outage.

"Excluded Outage" means periods of time or minutes that the SLA is not met due to any event beyond FIS's reasonable control, including, but not limited to, the occurrence of a force majeure event; pre-scheduled downtime (for example, scheduled preventive maintenance, servicing of hardware, hardware upgrades, and software upgrades); failure of the data communications carrier lines between Bancard's and/or Program Member's systems and FIS, and/or unavailability of Program Member's systems; failure by Program Member or its third-party providers' to perform under the Agreement; and special production jobs, testing procedures, or other services which are given priority at Program Member's request. Scheduled preventive maintenance will be at times designed to minimize or avoid disruption of Program Member's operations. Any downtime due to FIS's failure to comply with its disaster recovery policies shall not constitute an Excluded Outage.

An "**SLA Failure**" means the failure to achieve an SLA as measured pursuant to the foregoing, excluding any Excluded Outage. For those SLAs that take into consideration a daily performance metric as part of measuring FIS's performance over a monthly period, an SLA Failure shall only be deemed to occur when FIS fails to achieve the specified SLA for the monthly measurement period.

C. Remedies. In the event of an SLA Failure with respect to a Standard designed as "high" in any one (1) month, FIS will pay to Bancard an SLA Credit (as defined below). In the event of an SLA Failure with respect to the same Standard designed as "low" in two (2) consecutive months, FIS will pay the affected Program Members an SLA Credit. In the event of an SLA Failure with respect to any Standard designed as "no" (3) three or more times in any two (2) consecutive months FIS will pay to Bancard an SLA Credit. In the event of an SLA Failure with respect to the same Standard designed as "no" occurs four (4) or more times in one twelve (12) month rolling period, FIS will pay the affected Program Members an SLA Credit.

If FIS is installing new enhancements, hardware, experiencing an industry event, weather impact, or other special circumstances, then FIS will provide notice of an "exempt period" that is mutually agreeable to both Bancard and FIS. Any such "exempt period" shall be reasonable in duration taking into account the severity and impact of the situation at hand.

The aggregate amount of any SLA Credit to be paid by FIS to Bancard and/or its Program Members shall be determined as follows: FIS will pay to Bancard an aggregate amount of fifty thousand dollars (\$50,000) for the first month that an SLA Credit is due, seventy-five thousand dollars (\$75,000) for the second consecutive month that an SLA Credit is due, and one hundred fifty thousand dollars (\$150,000) for the third month that an SLA Credit is due and each consecutive month thereafter. Notwithstanding the foregoing, the SLA Credit for any SLA Failure or combination of SLA Failures shall be limited to and shall not exceed two hundred thousand dollars (\$200,000) per month; that is, the SLA Credit for a single SLA Failure, multiple SLA Failures or consecutive SLA Failures shall not exceed \$200,000 per month; that is, the SLA Credit for a single SLA Failure, multiple SLA Failures or Consecutive SLA Failures shall not exceed \$200,000 per month.

D. Annual Review. A formal, annual collaborative process will be established to review the SLAs no later than end of first quarter following calendar year-end. This review will include review of past performance, metrics, and possible compliance concerns. Any changes to the SLAs shall be mutually agreed upon by the parties in writing.

NEW - FIS agrees to provide Bancard with an overview of internal policies and procedures relative to SLA's metrics and reporting for distribution to its Program Members.

NEW - Bancard may request review a standards after March 05, 2017 to evaluate possible SLA's relative to new Tokenization services.

Any additional SLAs must be mutually agreed upon in writing and will become effective 120 days following execution of the written agreement.

Exhibit 2 to 2011 Renewal Service Agreement
FIBA MEMBERSHIP AGREEMENT GENERAL TERMS AND CONDITIONS

These general terms and conditions ("FIBA Agreement") between Financial Institution Benefit Association, Inc., a Washington, D.C. non-profit corporation, ("FIBA") and the undersigned ("Sponsoring Member") are incorporated into each fully executed Rider referencing them (each an "Agreement") and are effective as of the later of the dates on which the parties sign below ("Effective Date"). This FIBA Agreement supersedes and replaces any and all prior agreements between the parties and/or their affiliates, subsidiaries, predecessors, successors, or assigns for the same or similar services described herein.

1. Service; Participants. The categories of Sponsoring Member's customer accounts who will receive one or more of the FIBA membership services ("Participants") that are identified on each Rider collectively, (the "Services"), which incorporate the FIBA Agreement by reference ("Rider"). As of the Effective Date, all Participants shall become individual members of FIBA subject to the FIBA Bylaws, a copy of which is available upon request. The Services shall commence on the date(s) set forth in the Rider.

2. FIBA Sponsoring Member. Sponsoring Member shall become a sponsoring member of FIBA as of the Effective Date and shall abide by the FIBA Bylaws. Sponsoring Member shall have all the rights and privileges of a Sponsoring Member and may offer Participants any or all of the Services identified to Sponsoring Member from time to time by FIBA, subject to the written agreement of the parties. The term of Sponsoring Member's membership in FIBA shall be the same as the term of this FIBA Agreement.

2.1 FIS, as program administrator, shall provide Services, if applicable in accordance with the relevant Rider. Upon termination, and with mutual agreement of the parties, FIBA agrees, where applicable, to provide any Services directly to any Participant on a direct bill basis and to return a mutually agreed upon revenue share to Sponsoring Member.

3. Responsibilities of FIBA; Third Party Beneficiary. FIBA represents and Sponsoring Member acknowledges that FIBA has contracted with FIS to perform some of FIBA's obligations under an Agreement and that in some instances FIS has contracted with various vendors to make certain Services available to Participants. FIS shall be a third party beneficiary of any such Agreement.

4. Fees.

4.1 Sponsoring Member shall pay FIBA through its agent FIS fees due under any Rider.

4.2 Sponsoring Member shall pay to FIBA a one-time FIBA Membership Fee of two hundred and fifty Dollars (\$250.00) at the time this FIBA Agreement is signed. This one-time fee shall be in addition to any enrollment fees for specific products and services as indicated on a Rider.

5. Inspection of Records. From time to time during the term of an Agreement and for one (1) year following the date upon which any and all exposure under the relevant Services ceases to exist, FIBA, FIS, Financial Insurance Marketing Group, Inc. ("FIMGI") and/or applicable vendors when accompanied by a FIS representative shall have the right to review Sponsoring Member's books and records, operating systems and procedures to the extent that inspection and review are necessary to evaluate Sponsoring Member's performance under and compliance

with such Agreement. Sponsoring Member shall cooperate with FIBA, FIS, FIMGI and/or the applicable vendors during inspections and reviews. Any inspection shall be upon ten (10) days advance written notice and conducted during regular working hours at Sponsoring Member's offices. Such inspection shall be at the sole expense of FIBA, FIS, FIMGI and/or the vendors, as applicable.

6. Restrictions on Printing. No party shall use another party's name, trademarks or other likeness in any articles, publications, advertising materials or the like, without the named party's prior written approval, which shall not be unreasonably withheld; provided, however, that FIBA and FIS may identify Sponsoring Member as receiving Services without prior approval. Sponsoring Member shall also secure FIBA's written approval prior to the use or dissemination of any FIBA materials, including but not limited to Participant promotional material, telemarketing or customer service scripts, names of vendors, administrators or insurance companies, materials describing FIBA Membership benefits, FIBA programs or any reference thereto, or materials describing any insurance coverage.

Sponsoring Member agrees that the Program, including any associated documentation, code, report formats, screen displays, and menu features are: (i) the exclusive property of FIBA, FIS, and/or its Eligible Providers and may be protected by federal and/or international copyright and/or other intellectual property laws; and/or (ii) trade secrets that may contain Confidential Information of FIBA, FIS, and/or its Eligible Providers. Sponsoring Member shall not permit any personnel to remove any proprietary or other legends or restrictive notices contained or included in any materials provided by FIBA, FIS, or its Eligible Providers. Sponsoring Member shall not permit any personnel to copy or modify any such materials.

7. Confidentiality. All of a party's business and customer information, whether in the form of reports, plans, customer lists, data, documents, drawings, writings, samples, know-how, marketing strategies, business operations and business systems, or other proprietary material, shall be considered "Confidential Information." Non-public information that is personally identifiable to Participants (referenced in the Gramm-Leach-Bliley Act of 1999 as "Non-public Personal Information" or "NPI") shall be treated as Confidential Information whether received directly from Sponsoring Member, FIBA, FIS or any other third party. For purposes

of this section, Confidential Information, other than NPI, shall not include information that becomes available to the public through no wrongful action of the receiving party, is already in the possession of the receiving party and not subject to an existing agreement of confidentiality between the parties, is received from a third party without restriction and without breach of the Agreement, is independently developed by the receiving party, or is disclosed pursuant to a requirement or request from a government agency.

7.1 Each party shall: (i) not use or disclose Confidential Information other than as required to perform its obligations under an Agreement; (ii) use the same degree of care to protect the other party's Confidential Information as it uses to safeguard its own; (iii) establish procedural, physical and electronic safeguards to prevent the compromise or unauthorized disclosure of Confidential Information; (iv) restrict access to Confidential Information to those employees and persons in the receiving party's organization with a need to know such Confidential Information in order to perform their obligations under an Agreement, and instruct such employees and persons that they must adhere to the same obligations as the parties regarding such Confidential Information. Additionally, FIS shall (i) promptly investigate any security breach to determine whether such incident resulted in or is likely to result in misuse of NPI, (ii) notify Sponsoring Member, (iii) if requested by Sponsoring Member, assist Sponsoring Member in notifying its affected Participants and (iv) comply with all current and future regulations with regard to NPI that are applicable to it as a third party processor. To the extent FIS retains third party vendors to assist it in performing its duties under an Agreement, FIS shall first require such vendor similarly to protect and restrict the use of Confidential Information. Notwithstanding the foregoing, the parties shall be free to disclose the tax treatment or tax structure of any transaction under an Agreement. Confidential Information shall remain the property of the party from or through whom it was provided. The obligations of confidentiality shall survive termination of any Agreement.

8. Notices. Any notice provided in connection with an Agreement shall be in writing via overnight delivery. Notices shall be delivered to the attention of the appropriate party at its address set forth in this FIBA Agreement or in the case of notices to FIS, to the attention of the General Counsel, 601 Riverside Avenue, Jacksonville, Florida 32204.

9. Taxes. All fees, costs and expenses owed by Sponsoring Member are stated and invoiced exclusive of applicable taxes and other similar charges. Sponsoring Member shall be solely responsible for paying such taxes or other similar charges, exclusive of FIBA and FIS's income taxes. Sponsoring Member shall also be solely responsible for assessing and remitting payment of all such items to the appropriate authorities. If FIBA is ever

required by law to collect a tax or other similar charge from Sponsoring Member, or if Sponsoring Member is ever required by law to withhold such an amount from a payment due to FIBA, the invoice shall be grossed-up as necessary to net FIBA the original amount, and Sponsoring Member shall pay the grossed-up amount within the time prescribed for the payment of fees.

10. Modifications or Amendments. Except as otherwise provided for in an Agreement, no amendment or modification of this FIBA Agreement shall be valid unless in writing and signed by both parties.

11. Indemnification. Sponsoring Member shall indemnify, defend, and hold harmless FIBA, its officers, employees, directors and shareholders, in their individual capacities or otherwise and FIS, its officers, employees, directors and shareholders, in their individual capacities or otherwise, from and against any and all losses, claims, demands, penalties, actions, causes of action, suits, obligations, liabilities, damages, delays, costs or expenses, including reasonable attorney's fees, (collectively, "Losses") resulting from, arising out of, or incurred in connection with: (i) Sponsoring Member's gross negligence or willful misconduct resulting in personal injury or property damage; (ii) Sponsoring Member's misuse of the Services or failure to comply with the terms of the Agreement, (iii) Sponsoring Member's failure to comply with applicable law; (iv) any claim of libel, violation of privacy rights, unfair competition or infringement of any trademarks, copyrights, patents or other intellectual property caused by Sponsoring Member and (vii) any Participant claims, actions or suits.

12. Miscellaneous.

12.1 Sponsoring Member shall not assign nor transfer any interest, right or obligation under an Agreement without the prior written consent of FIBA, which shall not be unreasonably withheld. Subject to the foregoing, such Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

12.2 Any dispute, difference, controversy or claim arising out of or relating to an Agreement shall be settled by binding arbitration before a single arbitrator in accordance with the commercial rules of the American Arbitration Association ("AAA"). Judgment on any resulting award may be entered by any court having jurisdiction over the parties or their respective property. The parties renounce all right to litigation and agree that any arbitration award shall be final and binding. The arbitration shall be conducted in Jacksonville, Florida. The arbitrator shall decide any issues submitted in accordance with the provisions and commercial purposes of the Agreement, provided that all substantive questions of law shall be determined in accordance with the state and Federal laws applicable in Florida, without regard to internal principles relating to conflict of laws.

12.3 In order to maintain quality service, FIS may monitor and/or record any telephone communications between the applicable customer service center and Sponsoring Member, its employees, agents or customers, without further notice or disclosure.

12.4 Except for FIBA and FIS's right to receive Liquidated Damages in lieu of lost profits under the applicable Rider(s), neither party shall be liable for any special, exemplary, incidental or consequential damages, including lost profits. Neither party nor their agents or vendors shall be liable for any loss or damage due to

causes beyond its control, including earthquake, war, acts of terrorists, fire, flood, power failure, acts of Nature or other catastrophes.

12.5 In the event that any provision of an Agreement is invalid or unenforceable as a matter of law, such invalidity or unenforceability shall not affect any other provision of the Agreement, but shall be construed as if such provision(s) had never been contained therein.

12.6 Capitalized Terms not defined in this FIBA Agreement shall have the meaning ascribed to them in the Rider.

SPONSORING MEMBER

Print Name and Title Here

Street Address / P.O. Box

City _____ State _____ Zip Code _____

Phone Number _____ Fax Number _____

Main Institution Number

Contact Name and Title

Signature

Date

FINANCIAL INSTITUTION BENEFIT ASSOCIATION, INC.

Print Name and Title Here

P.O. Box 31065 Tampa, Florida 33631-3065

Print FIS Account Executive Name

Signature

Date

Exhibit 3 to 2011 Renewal Service Agreement

**GUARANTEE AND INDEMNITY OF
FIDELITY NATIONAL INFORMATION SERVICES, INC.**

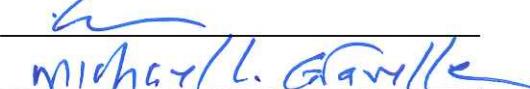
1. **Guaranty of Obligations.** In order to induce ICBA Bancard, Inc., a Delaware corporation (the “Bancard”) to enter into the 2011 Renewal Services Agreement (as now or hereafter amended, supplemented or modified, the “2011 Renewal Agreement”) between Fidelity National Card Services, Inc., a Florida corporation (“FIS”) and Bancard, under the terms of which the FIS will continue to provide the FIS Services to Program Members, and in consideration thereof, Fidelity National Information Services, Inc., a Georgia corporation and parent company of FIS (“Guarantor”) hereby unconditionally and irrevocably guarantees the full and faithful performance by FIS of all of its obligations under the 2011 Renewal Agreement which result from, or arise out of, the unlawful, fraudulent or dishonest acts or omissions of FIS, its agents or employees (the “Guaranteed Obligations”).
2. **Indemnification.** Subject to Section 30 (Limitation on Damages) of the 2011 Renewal Agreement, Guarantor agrees to indemnify and hold harmless Bancard, in its individual capacity and in its capacity as agent for Program Members, from and against any and all actions, proceedings, judgments, losses, damages, liabilities, costs and expenses (including reasonable attorneys’ fees) or disbursements of any kind or nature whatsoever, incurred by or asserted against it, which arise out of or in any way relate to the unlawful, fraudulent or dishonest acts or omissions of FIS, its agents or employees, with respect to their obligations under the 2011 Renewal Agreement, whether occurring prior to or after the date hereof.
3. **Notice.** Guarantor recognizes that FIS is entitled to notice of certain occurrences under the terms of the 2011 Renewal Agreement, and hereby acknowledges that any such notice shall be sufficient for all purposes. Except as provided in the preceding sentence, Guarantor hereby waives all other notices of any kind and character, and agrees that failure to give any notice other than that contemplated under the 2011 Renewal Agreement shall not impair the Bancard’s rights under this Guarantee.
4. **Waiver of Defenses of Guarantor.** The obligations of Guarantor shall not be impaired, diminished, or discharged by any extension of time granted by Bancard, by any course of dealing between Bancard and FIS, or by any event or circumstance which might operate to discharge a guarantor.
5. **Governing Law.** This Guarantee and the obligations of Guarantor shall be governed by the governing law of the 2011 Renewal Agreement without regard to the conflict of laws provisions thereof.
6. **Remedies; Order of Pursuit.** This Guarantee is a guarantee of payment and performance and not of collection. Bancard shall not be required to resort to or pursue any of its rights or remedies under or with respect to any other agreement or any other collateral before pursuing any of its rights or remedies under this Guarantee.
7. **Delay and Waiver.** The failure or delay by Bancard in exercising any of its rights hereunder in

any instance shall not constitute a waiver thereof in that or any other instance. Bancard may not waive any of its rights except by an instrument in writing signed by it.

8. Miscellaneous. This Guarantee may not be amended without the written approval of Bancard. This Guarantee will inure to the benefit of any permitted assignee of the 2011 Renewal Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Guarantee as of July 1, 2011.

Fidelity National Information Services, Inc.

By: 
Name: Michael L. Gammie
Title: Authorized Signatory
Date: 6/30/11

FIDELITY NATIONAL CARD SERVICES, INC.

ICBA Bancard

SCHEDULE A (TBS Platform)

FULL SERVICE CREDIT CARD SERVICES AND FEES

EFFECTIVE JANUARY 1, 2016

The following fees apply to each Program Member separately (i.e., they are not cumulative).

1. Card Personalization			
(Excluding postage/delivery and cost of plastic)			Core Non- Core ¹
Description		Fee	
1.1 Card Generation	\$0.10 per card		C
1.2 Transmission to an Alternate sourcing option, as applicable	\$25.00 (per transmission)		C
1.3 Embossing - Includes: Embossing and Encoding of Plastic, Standard Card Carrier, Standard Envelope, Inserting of Carrier and Plastic	Accounts on File 1 - 2,500 2,501 - 5,000 5,001 - 10,000 10,001 - 15,000 15,001 - 20,000 over 20,000	Fee per card \$0.375 \$0.365 \$0.355 \$0.350 \$0.345 \$0.340	NC NC NC NC NC NC
1.4 PIN Generation - Regular	Includes: Generation of Personal Identification Number ("PIN") Includes PIN Mailer and File Update	Fee per pin \$0.210 each	C
1.5 IVR PIN Customization	Customer Select PIN	\$0.263 each	C
1.6 Returned Plastics	Includes: Handling of Return Mail Send Notification to Program Member	Fee per instance \$1.00 each	NC
1.7 Special Requests (Priority Issuance) Excludes postage.	Includes: All Items listed under "Embossing" plus receipt and handling of request and, Expedited processing of plastic to insure 24-hour turnaround on normal business days	Fee per instance \$10.50 each	NC
1.8 Plastic Destruction	\$0.055 Each		
1.9 Sticker Removal	\$0.164 Each		
1.10 Ultrographics Logo Set Up		Description	
1.10.1	Standard image creation (front logo w/ back text) Add/Delete/Change	\$150.00 per Logo	NC
1.10.2	Premium image creation (logos front and back Add/Delete/Change	\$200.00 per Logo	NC
1.10.3	Out of specification art work	Quoted Separately	NC
1.10.4	Custom Work	Quoted Separately	NC
1.10.5	Rush Logo Fees	Quoted Separately	NC
1.11 Epix Design Storage	\$0.05 per image/per month		NC
1.11.1 Epix Set Up Fulfillment Only	\$1,000.00 one time		NC
1.11.2 Epix Hosting - Fulfillment Only	\$100.00 per month		NC
1.12 EMV - Chip Card Data Prep and Personalization	\$0.25 per card		NC
1.13 Card Activation (Optional Service)	The following fee schedule will apply per credit card account issued, reissued or converted to FIS, whether the card is activated, activation is declined or no activation attempt is made at all:		NC
		Number of Accounts	
		Fee per Account	
	1 to 15,000	\$0.893	NC
	15,001 to 30,000	\$0.851	NC
	30,001 to 45,000	\$0.809	NC
	45,001 to 75,000	\$0.767	NC
	75,001 to 100,000	\$0.732	NC
	100,001 to 150,000	\$0.703	NC
	150,001 to 200,000	\$0.678	NC
	over 200,000	\$0.657	NC
1.13.1 Custom Card Activation Labels	Quoted Separately		NC
1.14 Custom Card Carriers	Quoted Separately		NC

1.15 Card Carrier Inserts		Description	Fee	
1.15.1	1.6.1 Daily insert Set Up Fee	\$2.10 per set up	NC	
1.15.2	1.6.2 One-time setup fee	\$315.00 one-time	NC	
1.15.3	1.6.3 One-time additional set up fee	157.50 one-time per card type	NC	
1.15.4	1.6.4 Per Insert	\$0.042 per insert	NC	
2. File Residency and Maintenance				
		Description	Fee per change	
2.1 New Account boarding (online)		New account	\$0.034	C
2.2 File Residency		Per account on file	\$0.025	C
2.3 File Maintenance (online)		Date of last maintenance update	\$0.034	C
2.4 Temporary Credit Line increase			\$5.25 each	C
2.5 TBS Small Business		Description	Fee	
2.5.1 Account Retention		Per Business Cardholder account	\$0.025 per account	C
		Per Master Account	\$0.50 per master account	C
2.5.2 Central Billed Statement		Per Central Billed Statement	\$0.50 per statement	C
3. Authorizations & Transactions				
3.1 Authorization Request		Authorizations per Month	Fee per Request	
		1 to 100,000	\$0.0460	C
		100,001 - 200,000	\$0.0307	C
		200,001 - 400,000	\$0.0247	C
		400,001 - 600,000	\$0.0197	C
		Over 600,000	\$0.0177	C
3.2 Name Match Authorization			No Charge	
3.3 EMV Scripting				
3.3.1 Scripting Management Fee		EMV Accounts on File	Fee	
		0 to 1,000	\$50.00 per bank/per month	
		1,001 to 5,000	\$100.00 per bank/per month	
		5,001 to 20,000	\$250.00 per bank/per month	
		over 20,000	\$500.00 per bank/per month	
3.3.2 EMV Scripting Transaction Fee		\$0.10 per delivered/executed script per account		
3.3.3 EMV Authorization Request		\$0.0017 per EMV authorization request		NC
3.4 Token Provisioning Fee		\$0.05 Per token provision		NC
3.5 Tokenizataion FIS Customer Service (Optional)		\$50.00 per month/ber bank and, \$1.50 per call		NC
3.6. EMV Host Implementation (excludes Visa and/or MasterCard fees which are passed through or billed direct to client.). Requires Use of Card Brand's corresponding On Behalf of Services (OBS).				
3.6.1 Standard Implementation		\$750.00. Includes 1 BIN. Excludes mass reissue.		NC
3.6.2 Custom Implementation		40 Hours at Professional Services/Programming Rate. Includes 1 BIN with Project management, Implementation System Adminstration, key management and FIS testing required for brand approval.		NC
3.6.3 Additional BIN Fee		\$250.00 per additional BIN.		NC
3.7 EMV Card Personalization Implementation (excludes Visa and/or MasterCard fees which are passed through or billed direct to client.)				
3.7.1 Standard Implementation		\$12,500 per profile		NC
3.7.2 Custom Implementation		By Quote		NC
3.7.3 EMV BIN Implementation Fee		\$1,250.00 per BIN		NC
3.7.4 EMV Certificates (offline profile)		\$500.00 per certificate		NC
4. Posting Transactions (the following fees apply to each bank separately, they are not cumulative)				
Description		Fee		
4.1 Transaction Processing and Posting		Number of Accounts	Fee (per Transaction)	
(Applies to each sale, purchase, return and cash advance. Fee also applies to any lockbox payments processed by FIS.)				
		1 to 34,500	\$0.1160	
		34, 501 to 69,000	\$0.1050	
		69,001 to 103,500	\$0.0879	
		103,501 to 166,667	\$0.0789	
		166,668 to 208,333	\$0.0709	
		208,334 to 250,000	\$0.0619	
		250,001 to 375,000	\$0.0539	
		375,001 to 458,333	\$0.0529	
		458,334 to 500,000	\$0.0509	
		500,001 to 541,667	\$0.0499	
		541,668 to 583,333	\$0.0479	
		583,334 to 625,000	\$0.0459	
		625,001 to 666,667	\$0.0449	
		over 666,667	\$0.0429	

4.2 Settlement (Sale, Credit, Cash Advance transactions)	\$10,000 monthly cap per bank	\$0.034 per transaction	C
4.3 Transaction level Processing (TLP) Screening	Waived		C
4.4 TLP posing, when applicable (transaction posting to a qualifying plan.)	Accounts on File	Fee per Qualifying Transaction	
	1 to 20,000	\$0.042	C
	20,001 to 40,000	\$0.037	C
	40,001 to 60,000	\$0.032	C
	60,001 to 80,000	\$0.026	C
	80,001 to 100,000	\$0.021	C
	over 100,000	\$0.016	C
4.5 System Generated Issuer Fees (Annual fees, late fees, over-limit fees, currency conversion fees, member pay insurance, member pay card enhancements and other assessed or system generated fees)		Waived	C
4.6 Statement Check	\$3.00 per Check Posted		
5. Reporting			
5.1 e-Reports	Description	Fee	
	Implementation Fee	\$78.75 one-time	C
	Monthly Fee	\$52.50 per bank, per month, \$300 max	C
	Monthly Per Page	\$0.005 per page, \$2,750 maximum per month	C
	Recreate Purged Reports	\$157.50 per Day	C
5.2 Monthly Archive CD	Per CD	\$52.50 per CD, per month	C
5.3 Ad Hoc Reports	<i>Does not include reports that require special programming.</i>	\$52.50 each	C
5.4 Visa Commerical File Format/MasterCard Commerical Data File			
5.4.1 VCF Implementation Fee	\$250.00 per Company/One Time		NC
5.4.2 VCF Monthly Maintenance Fee	\$10.00 Per Company/per month		NC
5.4.3 VCF Data Transmission Fee	\$0.0035 per kilobyte/per month		NC
5.4.4 CDF Implementation Fee	\$250.00 per Company One Time		NC
5.4.5 CDF Monthly Maintenance Fee	\$10.00 Per Company/per month		NC
5.4.6 CDF Data Transmission Fee	\$0.0035 per kilobyte/per month		NC
5.5 Credit Bureau Reporting	per bank, per bureau per month	\$18.00	C
5.6 Posted Item History (PIH) Data Files			
	Description	Fee	
5.6.1 Implementation Fee	Request	Rate	
	Direct Connection to FIS	\$1,050.00	NC
	Connection through Processor	\$250.00	NC
5.6.2 Monthly Maintenance Fee	Request	Rate	
	Direct Connection to FIS	\$250.00	NC
	Connection through Processor	\$25.00	NC
5.6.3 Transaction Fee (Assessed on Each Posted Transaction)	Number of Accounts	Rate per Transaction	
	1 to 5,000	\$0.0049	NC
	5,001 to 15,000	\$0.0033	NC
	15,001 and up	\$0.0016	NC
6. Interface to Core Processors			
6.1 Transaction Fee	Account on File	Fee per posted Transaction	
	1-5,000	\$0.005	C
	5,001- to 15,000	\$0.003	C
	over 15,000	\$0.002	C
6.2 Implementation if to Core Processor	one time	\$262.50	C
6.3 Implementation if to Financial Institution	one time	\$1,050.00	C
6.4 Monthly Maintenance if to Core Processor	Per bank per month	\$26.25	C
6.5 Monthly Maintenance if to Financial Institution	Per bank per month	\$262.50	C
7. GUI System Access			
	Description	Accounts on File	Fee
7.1 Monthly Access Client Link Tiers	1 - 500 (inc. 2 users)	\$190.00 per bank/per month	NC
	501 - 1,000 (inc. 3 users)	\$220.00 per bank/ per month	NC
	1,001 - 5,000 (inc. 5 users)	\$360.00per bank/per month	NC
	5,001 - 10,000 (inc. 10 users)	\$650.00 per bank/per month	NC
	over 10,000 (inc. 15 users)	\$1050.00 per bank/per month	NC
7.2 Additional Users ClientLink	Additional Users	Fee	
	Additional users 1 - 5	\$30 each if exceeding allowance	NC
	Additional users 6 - 15	\$20 each if exceeding allowance	NC
	Additional users 16 - 25	\$10 each if exceeding allowance	NC
	Additional users > 25	\$5 each if exceeding allowance	NC

8. Collections Module GUI		
8.1 Monthly Access Collections Tiers	Accounts on File	Fee
	1 to 500 (inc. 2 users)	\$15 per bank, per month
	501 to 1,000 (inc 3 users)	\$20 per bank, per month
	1,001 to 5,000 (inc. 5 users)	\$25 per bank, per month
	5,001 to 10,000 (inc. 10 users)	\$65 per bank, per month
	over 10,000 (inc. 15 users)	\$110 per bank, per month
8.2 Account Residency	Accounts in collections	\$0.105 per account in collections
8.3 Collection Inquiry transaction	Per inquiry	\$0.011 each
9. Agent Access		
9.1 Monthly Access	Accounts on File	Fee
	1 to 200	\$10.00 per bank, per month
	201 to 300	\$15.00 per bank, per month
	301 to 500	\$20.00 per bank, per month
	501 to 1,000	\$55.00 per bank, per month
	1,001 to 5,000	\$90.00 per bank, per month
	5,001 to 10,000	\$165.00 per bank, per month
	over 10,000	\$265.00 per bank, per month
10. Cardholder Website - MyCardStatement		
MyCardStatement is a service that provides cardholders access to their credit card information via the Internet at MyCardStatement.com. Cardholder functionality includes the ability to view account balance, transaction and historical statement information and to pay their monthly credit card invoice online.		NC
	Description	Fee
10.1 Implementation Fee - Customized	\$525.00 One-time	NC
10.2 Implementation Fee - Non- Customized	\$210.00 One-time	NC
10.3 Monthly Enrolled Account Fee	Number of Enrolled Accounts	Fee per Cardholder Enrolled
	1 to 500	\$0.300
	501 to 1,000	\$0.270
	1,001 to 1,500	\$0.245
	1,501 to 2,000	\$0.224
	2,001 to 3,000	\$0.206
	over 3,000	\$0.190
10.4 Monthly Fee	Number of Accounts on File	Fee
	1 to 2,000	\$43.60 per bank
	2,001 to 5,000	\$109.00 per bank
	5,001 to 10,000	\$218.00 per bank
	over 10,000	\$436.00 per bank
10.5 Administrative Change	\$52.50 each change	NC
10.6 Banner Advertisement Add, Change or Delete	\$105.00 each	NC
10.7 Multi Factor Authentication	\$0.041 per Enrolled Cardholder	NC
10.8 MFA Per Institution Monthly Fee	\$16.75 per bank	NC
10.9 Single Sign-On (SSO) New Vendor	Implementation	\$6,000.00 One-time
10.9.1 Single Sign On (SSO) Existing Vendor	Implementation	\$1,000.00 One-time
11 eZBusiness Card Management		
Online tool for business accounts w/Company Adminstrators and business cardholders.	Description	Fee
11.1	Set Up Fee Includes: Up to 5 Admin Groups w/Implementation. Additional groups or changes @ \$100 per change. One time 2 hr training Webinar.	\$5,000
11.2	Participation Fee	\$500 per bank/per month
11.3	Enrolled Company Record	\$3.00 per enrolled company record
11.4	Administrative Users	\$3.00 per Admin user/per month
11.5	Maintenance Change Fee	\$100 per change
11.6	eZBusiness Training	\$150.00 per hour
11.7	Mutli-Factor Authentication	\$16.75 per bank/per month
11.8	No Charge for implementation, \$0.06 per email	NC
11.9	\$300.00 Implementation fee per bank; \$0.29 per phone message	NC
11.10	\$300.00 Implementation Fee per bank; \$0.147 per text message	NC
11.11 eZBusiness BeB SSO Implementation	\$1500.00 One Time, No recurring fees associated with this feature.	NC
12. eZBusiness for FI's		
	Description	Fee
12.1 Implementation Fee	One Time per FI Set up	\$1,000.00
12.2 Users	Users 1 - 5	\$125.00 per month for users 1 - 5
	Users 6+	\$25.00 per user, per month
12.3 Changes	Per Request	\$100.00 each
12.4 Messaging Bundle	Per Month	\$25.00
12.5 Statement Image Archive Access - Non Enrolled	\$0.015 per Account on file	NC
Cardholders - Provides access to 24 mos. of statement images for non-enrolled cardholders via eZBusiness		

13. Payment Processing		
13.1 ACH and Remote	<i>Accounts on File</i>	<i>Fee</i>
	1 to 100,000	\$0.133 each
	over 100,000	\$0.095 each
13.2 Lockbox	<i>Accounts on File</i>	<i>Fee</i>
	1 to 10,000	\$0.186 each
	10,001 to 20,000	\$0.175 each
	20,001 to 50,000	\$0.165 each
	50,001 to 100,000	\$0.156 each
	100,001 to 200,000	\$0.148 each
	over 200,000	\$0.128 each
13.3 Pay By Phone - Cardholder payment processed via IVR or Customer Service Agent. Excludes letter, postage and transaction posting fee		
13.3.1 Pay By Phone CSR	\$5.00 per payment	NC
13.3.2 Pay By Phone IVR	\$2.00 per payment	NC
13.4 Real-Time Payments (Immediate Avail Credit)	\$0.50 per posted payment	NC
14. Statements & Notices		
14.1 Statement Generation (CH Level)	Statement Generation (CH level) Print, insert and mail additional	\$0.050 each
14.2 Statement Production: (excludes postage) - Includes: Preparation of Monthly Cardholder Statement, All Standard forms and standard printing, inserting and handling of reprints and Statements held for special processing.	<i>Accounts on File</i>	<i>Fee Per Statement</i>
	1 to 2,500	\$0.093
	2,501 to 5,000	\$0.091
	5,001 to 10,000	\$0.089
	10,001 to 15,000	\$0.087
	15,001 to 20,000	\$0.086
	over 20,000	\$0.085
14.2.1 Additional Statement Pages	\$0.020 per additional page	
14.3 Other Statement Services		
14.3.1 Transmit in PDF format	0.02 per image transmitted	NC
14.3.2 Statement Holds	\$0.153	NC
14.3.3 Statement Stuffer Insertion	\$0.025	NC
14.3.4 Messages - Automatic	\$5.25 ea./per plan, \$26.25 maximum	NC
14.4 Statement Messages Enhanced	\$26.25 each/per plan, \$105.00 maximum	NC
14.5 Annual Statements (excludes postage)	\$1.00 each statement	NC
14.6 Annual Statements - Central Billed	\$1.50 per statement	NC
14.7 Custom Statement	Quoted Separately	NC
14.8 Extended Statement History via ClientLink or GreenScreens (Provides statement history data viewing)	<i>Frequency</i>	<i>Fee</i>
	6 months plus current cycle	\$0.026 per Account
	12 months plus current cycle - Tiered	
	<i>Number of accounts</i>	<i>Per Accounts on File</i>
	1 to 100,000	\$0.053
	100,001 to 200,000	\$0.040
	200,001 to 300,000	\$0.036
	300,001 and up	\$0.033
14.9 Paperless Statements	<i>Request</i>	<i>Fee</i>
	Implementation	\$250.00 One-time
	Online statement management fee includes	\$0.02 per Generated Statement
14.10 1098 Home Equity Statements	\$1.00 per statement	
14.10.1 1098 Home Equity Report	\$50.00 per report	
14.11 Notices & Letters Includes setup, forms, printing and mailing; (excludes postage)		
	<i>Description</i>	<i>Fee</i>
14.11.1 Notices & Letters	Notices and Letters	\$0.129 each notice or letter
14.11.2 Additional Pages - Letters	Additional Pages -Letters	\$0.020 each additional page

15. Other Services		
Description		Fee
15.1 E-Library Reference Material Subscription, Annual	\$49.00 per Bank, per year	NC
15.2 On-Site Training For Customer Service (At Bank's request)	Quoted per Event* *Fee plus out of pocket expenses (airfare, accommodations and meals) to be absorbed by Member Bank.	NC
15.3 Other Special Services	Quoted Separately	NC
15.4 Special Programming	\$195.00 per Hour	C
15.5 Enhanced Overlimit Functionality	\$25.00 per billcode, \$100 maximum	C
15.6 Credit Counseling IVR	Waived	C
15.7 Application of Payments Split	\$50.00 per bank/per month	NC
15.8 ACH Reject Fee	\$25.00 per reject	C
15.9 Rush Parameter changes 2-6 days	\$150.00 per table change requested	C
15.10 Rush Parameter changes 7-13 days	\$50.00 per table change requested	C
15.11 Rush Parameter changes Promo/Punitive Pricing	\$50.00 per change requested	NC
15.12 Document Composition	\$150.00 per hour/resource dependent	C
15.13 Name and Address Labels	\$157.00 per Bank, per run	C
15.14 Audit Confirmations (Excluding postage)	Description	Fee
	Preparing and mailing audit confirmations upon written request	\$157.00 per request
	Per Account Confirmation	\$0.105 per bank per audit request
15.15 Training	Description	Fee
15.15.1 Training - Standard Web training sessions	Participation in Web session(s) from FIS published schedule.	\$100.00 per participant. \$50.00 discount to bank for sessions 4 or more in a year (eligible for discount after completion of 3rd session).
15.15.2 Custom or Stand Alone Web Training	By Quote per event.	NC
15.15.3 Onsite at FIS Facility	3 Day Classroom instruction	\$300.00 per attendee
15.15.3 Onsite at Client Facility	By Quote	NC
16. Contact Center		
Description		Fee
16.1 Toll-Free Customer Service Access	Included <i>Provides for printing of toll-free number on Member Bank's billing statements and access to Customer Service via that toll-free number.</i>	NC
16.2 -24/7 Customer Service IVR	Per Call	\$0.23 per call
16.3 Transfer Connect Services	Calls transferred from FIS to client or 3rd party	\$0.20 per call
16.4 - 24/7 - General Customer Service	Monthly Call Volume	Fee Per minute
	1 to 100	\$1.43
	101 to 250	\$1.40
	251 to 500	\$1.37
	501 to 1,000	\$1.34
	1,001 to 2,000	\$1.31
	2,001 to 5,000	\$1.28
	5,001 to 10,000	\$1.26
	10,001 to 15,000	\$1.25
	15,001 to 20,000	\$1.24
	20,001 to 25,000	\$1.23
	over 25,000	\$1.22
16.5 VIP Customer Service (Optional Service)	Monthly Call Volume	Fee Per Minute
	1 to 100	\$1.66
	101 to 250	\$1.63
	251 to 500	\$1.60
	501 to 1,000	\$1.57
	1,001 to 2,000	\$1.54
	2,001 to 5,000	\$1.51
	5,001 to 10,000	\$1.48
	10,001 to 15,000	\$1.46
	15,001 to 20,000	\$1.45
	20,001 to 25,000	\$1.44
	over 25,000	\$1.43
16.6 For After hours only clients, the rates set forth above in Section above will increase by:	16%	
16.7 VIP Rule changes	Per group of 5 rules or less	\$150.00 per rule group
16.8 Incoming Cardholder Correspondence	Per item handled	\$1.75 per item
16.9 Lost/Stolen Account Management	Per account	\$5.25 each

17. Fraud Management			
Fraud Alert Management -Neural Network (Optional Service)FIS managed service using a neural network system to monitor potential fraud on card activity.			
Description		Fee	
17.1 Real-Time Scoring	Description	Fee	
	Real-Time Scoring	\$0.0026 per Authorization per Month	C
17.2 Enhanced Scoring Solutions (Merchant Profile Scoring & ATM & POS Terminal Profiles)		Description	Fee
		Fraud Predictor (Credit Programs Only)	\$0.0015 per Authorization per Month
17.3 FIS ON DEMAND Client Custom Rules (Custom Fraud Prevention Neural Network Rules)		Description	Fee
17.3.1	Premium Credit Client Custom Rules	\$250 Implementation Fee (One Time) \$450 per Month (Billed by Program)	NC
17.3.2	Advanced Credit Client Custom Rules	\$250 Implementation Fee (One Time) \$350 per Month (Billed by Program)	NC
17.3.3	Advanced Credit and Debit Client Custom Rules	\$500 Implementation Fee (One Time) \$600 per Month (Billed by Program)	NC
17.3.4	A' La Carte Credit Client Custom Rules	\$500 per Custom Rule (Only billed when used)	NC
17.4 Compromise Manager (Optional)			
Web based product allowing Program Members to manage identified compromised accounts. Functions include blocking, cardholder notifications and fraud monitoring.			
		Description	Fee
17.4.1	Implementation Fee	\$250.00 One-time	NC
17.4.2	Access Fee	\$25.00 per Month/ per 50,000 accts	NC
17.4.3	Outbound IVR Calls	\$0.10 per Account	NC
17.4.4	Letters	Std. Letter Rate as shown in section 11.9.1	NC
18. Dispute Processing			
Description		Fee	
18.1 Disputes - FIS serviced (excluding postage)		\$16.80 per non-fraud dispute claim (transaction level)	C
18.2 Fraud Chargeback Services - FIS serviced (excluding postage)		\$68.25 per fraud claim (account level)	C
18.3 Request for Information (RFI)		\$0.45 per Request	C
18.4 Questionnaire		\$0.45 Each	C
18.5 Image File Billing		\$1.00	C
18.6 Alternative Media		\$50.00 Each	C
19. Network Connection Options			
Description		Fee	
19.1 Frame Relay Functionality includes access to FIS's host system, on-line authorizations via a gateway and reports via a File Transfer Protocol ("FTP").		Quoted Separately	NC
19.2 Site To Site Virtual Private Network (Applies if Program Member requests FIS to supply the remote VPN equipment at Program Member's location). Functionality includes access to FIS's host system and reports via FTP.			NC
19.3 MPLS			NC
20. Monthly Minimums			
Description		Fee	
The monthly minimum will begin the first month after a Bank issues its first card and applies to core processing fees only. (Postage, courier, Electronic Warning Bulletin, and all other Pass Through Fee items do not count toward minimums). Exclusive of other products with separate monthly minimums.	Timeframe	Rate	
	First Year	\$315.00 per Bank/per Month	C
	Second Year	\$525.00 per Bank/per Month	C
	Thereafter	\$785.00 per Bank/per Month	C
21. Verified By VISA And/Or MasterCard SecureCode			
Includes hosting of enrollment and authentication services, and front line customer service.			
Description		Fee	
21.1 Implementation Fee (logo setup)		\$271.54 per Bank/per Logo	C
21.2 Visa/MasterCard issuer credit program monthly per Bank Fee		\$21.00 per Bank, per month	C
21.3 Enrolled Account Hosting and Maintenance		\$0.053 each account on file	C
21.4 Authentication Request		\$0.053 per Request	C
21.5 Additional BIN Range (logo- implementation)		\$65.00 Each Bin Range/Logo	C
21.6 Logo Change		\$65.00 per BIN/Range	C
21.7 Program Change		\$65.00 per BIN/Range of 11	C
21.8 Program Deactivation		\$65.00 per BIN/Range	C

22. eZDisclosure (Optional)		
	Fee	
22.1 Implementation	Included	NC
22.2 New Account Opening Disclosure	\$0.31 each disclosure generated	NC
22.3 Cardholder Agreement (New or Reissues)	\$0.31 each disclosure generated	NC
23. Credit Account Review (Optional)		
Description		Fee
FIS's credit account review service enables the Program Member to manage credit risk and opportunity within the card portfolio by assigning a proprietary risk score and a credit grade score to existing card accounts. This information helps Program Member evaluate and predict future credit performance and predict the likelihood of bankruptcy, charge-off, loan default or serious delinquency. The service is available in two options. The full portfolio review analyzes all accounts to determine which accounts meet requirements for additional products, services or credit line changes. The reissue review works with other pre-determined reissue criteria to provide a complete picture before the plastic is reissued. Either option – full or reissue – provides critical information to manage opportunities and risks within a portfolio.		Separate Agreement Required
		NC
23.1 Full Account Review		
	Monthly Minimum	\$200 per month
		NC
23.2 Reissue Review		
	Monthly Minimum	\$50 per month
		NC
23.3 Per Account Reviewed - Tiered		
Accounts Reviewed		Fee
1 to 3,000		\$0.39 per account
3,001 to 10,000		\$0.36 per account
10,001 to 30,000		\$0.30 per account
30,001 and over		\$0.25 per account
		NC
24. Portfolio Intelligence (TBS and BASE2000)		
By Quote		
25. Affluent Card (Optional)		
The pricing structure listed below is associated to the following Affluent Card types: Visa Signature, Visa Business Signature, World MasterCard.		Separate Agreement Required
25.1 Implementation Fee		
\$5,000.00 per BIN / Project		
		NC
25.2 Affluent Processing Fee		
\$0.25 per Account per Month		
		NC
25.3 Affluent VIP Customer Service (Required)		
See Contact Services Above		
		NC
25.4 Mandatory Enhancements		
Separate Agreement Required		
		NC
25.5 Customization		
A request for customization shall be quoted under a separate statement of work. Current standard development rates as outlined in your processing contract schedule apply.		
		NC
25.5.1 Annual Statements (Required)		
	Instance	Rate
	Affluent Annual Statement Production	\$1.00 / per generated statement
	Affluent Annual Statement File Prep	\$225.00 / per hour; 3 hour minimum
	Affluent Annual Statement File Generation	\$0.02 / per statement
	Affluent Statement Logo Set Up	\$150.00 / per logo
25.5.2 Affluent VIP Customer Service (Optional Service)		
	Instance	Rate
	Custom Toll Free Number Set Up Fee	\$250.00 / per number
	Custom Toll Free Number Service Fee	\$75.00 / per month
	Whisper and Custom IVR Set Up Fee	\$1000.00 / per event
	Whisper and Custom IVR Change Fee	\$1000.00 / per event
	Custom Rule Set Up Fee (up to 5 rules)	\$525.00 / per event
	Custom Rule Change Fee (up to 5 rules)	\$150.00 / per event
25.5.3 Affluent Card Stock		
To be quoted		
		NC
25.6 Visa Signature Preferred		
To be quoted		
		NC
25.7 Visa Signature Business		
To be quoted		
		NC
25.8 World Elite MasterCard		
To be quoted		
		NC
25.9 World MasterCard for Business		
To be quoted		
		NC
25.10 World Elite MasterCard for Business		
To be quoted		
		NC
26. Billing Account Updater (BAU) Optional		
Description		Fee
26.1 Implementation Fee		\$100.00
26.2 Monthly Evaluation Fee		\$0.0026 per Account on File
26.3 BAU Record Transmited		\$0.035 per Record Transmited
27. PPCS/RPCS Services Optional		
Description		Fee
27.1 Visa PPCS/MasterCard RPCS Fees		Pass thru from Card Brand
27.2 FIS Prepayment Cancellation Service Fee		\$15.50 per Occurrence
		NC

28. Balance Transfer (Optional)		
Description	Fee	
28.1 Balance Transfer Remittance Fee - for each payment to a creditor that is issued by FIS.	\$2.00	C
28.2 Balance Transfer Reject Fee - for each Balance Transfer transaction that cannot be processed - for example, due to stop payment, or invalid information. If a stop payment is requested, Member Bank agrees that it will also reimburse FIS for any stop payment or other fees charged by FIS's bank relating to the stop payment request.	\$4.50	C
29. Statement Marketing (Optional)		
Description	Fee	
	B&W	Color
29.1 Image Management	\$0.035	\$0.037
29.2 Image Target	\$0.020	\$0.030
29.3 Additional Full Page	\$0.020	\$0.030
29.4 Image Proofing	\$25.00 per proof copy. One (1) B & W and one (1) Color proof (2 for \$25) provided to client for approval.	
30. Loan Origination Solution (Optional)		
Description	Fee	
30.1 Initial Set Up	Includes: \$10,000.00 One Time	
30.2 Application Processing Fee	FIS decisions new submitted application entered or transmitted into LOS. Tiered w/ Monthly Minimum of \$500.00	
	Monthly Application Volumes	Monthly Fee per application
	0-25,000	\$2.00 per application
	25,001 to 50,000	\$1.75 per application
	50,001 to 75,000	\$1.50 per application
	over 75,000	\$1.25 per application
30.3 Data Retention	Retention fee for all application data including bureau data and letter output for 25 mos. Charged Per application on file at end of each month.	
	\$0.030 per application	
30.4 Letter Fee	Includes setup, forms, printing, stuffing and mailing. Excludes Postage. \$0.132 per letter \$0.04 each additional page (2 and up)	
30.5 Optional Features/Services		
30.5.1 Premier Attributes - Access to 800+ premier attribute fields that can be mapped to LOS strategy Manager for use in strategy builds. Bureau Agnostic.	Description	Fee
	Total # of PA's delivered monthly	Fee Per transaction for transactions processed using PA's during the month.
	1 - 10 PA's	\$0.20 per transaction
	11 - 25 PA's	\$0.25 per transaction
	26 - 75 PA's	\$0.40 per transaction
	76 - 150 PA's	\$0.75 per transaction
	151 - 400 PA's	\$0.85 per transaction
	401 - 700 PA's	\$1.00 per transaction
	700+ PA's	\$1.25 per transaction
30.5.2 Full Service Handling - Full Service Handling by FIS LOS Support team. Includes: data entry, return postage, balance transfer data entry, exception item processing, approval using client-defined criteria, etc. Excludes judgemental decision. Fee is in addition to Fee Per Application processed in section 27.2 above.	Description	Fee
	Data Entry	By Quote
	Return postage	Actual cost per response
	Balance Transfer	\$2.00 per transaction
	Returned Balance Transfer	\$4.50 per return
	Credit Bureau (Where FIS is reseller)	\$2.50 per application
30.5.3 Strategy Modifications - Customer requested changes to lending strategies following initial implementation.	By Quote	
30.5.4 Customization Fee - includes but not limited to: Incorporating new/Custom Interface(s); Incorporating new/custom batch files, incoming and outgoing; Custom Adverse Action letter text set up/updates; Custom Reporting.	By Quote to requirements	

31. Conversion and Implementation Projects			
	Description	Fee	
31.1 Internal Conversions (TBS to TBS)	Program consolidation, Automated	\$2,000.00 per FI/Agent	NC
31.2 Platform Migrations TBS to BASE2000	< 1,000 Accounts	By quote	NC
	1,000 to 5,000 Accounts	\$7,500 per FI/Agent Includes: Assigned Project Manager, New BIN and licensing, move of Bank's existing structure, products/services, parameter settings, standard reissue plus EMV Host Enablement (CardPro EMV fees apply and are billed separately).	NC
	> 5,000 Accounts	\$10,000 per FI/Agent Includes: Assigned Project Manager, New BIN and licensing, move of Bank's existing structure, products/services, parameter settings, standard reissue plus EMV Host Enablement (CardPro EMV fees apply and are billed separately).	NC
	New product/service enablement w/Migration Project (i.e. Affluent, RTDX, PI, Loyalty, program consolidation, token services, etc.) - By Quote Only (not exceed \$10,000 per FI/Agent). Separate Agreements may be required for some products.		NC
	A one-time, non-refundable, \$1,000 migration analysis fee is charged. This fee can be applied against Member Bank's migration costs if project is approved by the Bank.)		NC
31.3 BIN Termination with accounts	\$2,500.00 Per BIN or BIN/Plan		NC
31.4 BIN termination without accounts	\$1,500.00 Per BIN or BIN/Plan		NC
31.5 Expedited Project Scheduling TBS & BASE2000	\$2.00 per account \$25,000.00 minimum		NC
31.6 Automated Account Tranfer - BASE2000, includes use of enhanced UAT for project testing	Description	Fee	
	Project Fee (includes Proj. Mgr)	\$12,500.00 per project	NC
	Per Acct.	\$1.75 per account transferred	NC
31.7 Licensing Projects			
31.7.1 BIN adds TBS	Add new BIN/ICA to credit platform	\$3,500.00	NC
31.7.2 Agent adds TBS	Add Institution to existing Corp	\$4,500.00	NC
31.8 Maintenance Requests TBS	Fee		
31.8.1 Maintenance Without Keys	\$500.00 per request		NC
31.8.2 Maintenance With Keys	\$1,000.00 per request		NC
31.8.3 Name Change	\$500.00 per change		NC
31.8.4 Merger	\$1,000.00 per change		NC
32. External Deconversion TBS and BASE2000			
	Description	Fee	
32.1 Deconversion	Minimum per FI	\$1.05 per acct, \$5,250.00 Minimum	C
32.2 Additional Set of Tapes	\$2,500.00 per instance		C
32.2.1 Tape Production expedited - two weeks	\$500.00 per instance		C
32.2.2 Tape Production expedited - one week	\$1,000.00 per instance		C
32.2.3 Residual files for trailing activity	\$200.00 per corp, per file, per day		C
32.2.4 Post deconversion research requests	\$125.00 per instance		C
32.2.5 Deconversion deposit minimum	\$5,000.00 one-time		C
32.2.6 Date Change	\$5,000.00 per instance		C
32.2.7 Shared BIN/ICA residual Chargeback Processing	Per month, per corp (4 mos. max)	\$1,500.00/per month	C
33. Rebates of processing fees to Banks			
Monthly statement accounts rebate (applies collectively to statementing accounts under Schedule A and K)	Number of Statementing Accounts	Rebate %	
	1 to 500,000	0.0%	NC
	500,001 to 700,000	8.0%	NC
	700,001 to 800,000	9.0%	NC
	800,001 to 900,000	10.0%	NC
	900,001 to 1,000,000	11.0%	NC
	1,000,001 to 1,100,000	12.0%	NC
	1,100,001 to 1,200,000	13.0%	NC
	1,200,001 to 1,300,000	13.5%	NC
	1,300,001 to 1,400,000	14.0%	NC
	1,400,001 to 1,500,000	14.5%	NC
	over 1,500,000	15.0%	NC

34. Pass-through Fees and Amounts		
All third party fees, charges and amount and increases and adjustments thereto, which are charged to or incurred by FIS in connection with the services will be passed-through to the Program Member. The amount of such pass-through fees, charges and amount shall not be applied toward or count against the minimum monthly fees that are due from the Program Member.		
<i>Description</i>	<i>Fee</i>	
34.1 Courier Includes all costs of courier delivery of media or reports to and from Program Member If U.S. mail is used, all postage costs are borne by Program Member.	Actual	NC
34.2 Postage Includes all first class postage associated with mailing of plastics, statements, notices or other mailings requested by Program Member	Current 1st Class Rates	NC
34.3 Postage Pre-Sort Rebate (Qualifying Items) Issued to Program Member on current first class mail rate per qualifying statement, as identified by FIS.	-\$0.0222 per qualifying item	NC
<i>Description</i>	<i>Fee</i>	
34.4 Electronic Warning Bulletin Listings	Visa/MasterCard charges for listings on the Electronic Warning Bulletin.	Actual
	Charges for listing in the printed warning bulletin for regions outside the U.S.	Actual
34.5 "Call Me" Transactions Includes the additional authorization referral calls on questionable sales as requested by non FIS card issuers for which a fee is paid by the non FIS card issuer.	Actual	NC
34.6 Other MasterCard and VISA Fees and Assessments. Program Member shall be responsible for all MasterCard and VISA fees, dues and assessments related to the cardholder services provided to the card-issuing member (e.g., "Please Call Fees").	Actual	NC
34.7 Retrievals from MasterCard or VISA Local to Local MasterCard and VISA rules require the processor to provide documentation of original transactions.	FIS's fees for performing those tasks will be actual VISA/MasterCard rates.	NC
<p>Assumption: In the case of tiered fees, the applicable rate is that which corresponds to the individual bank's total volume for the month e.g. "pick-a- tier", unless otherwise noted</p> <p>¹ Core Service is denoted as "C". A Non=core Service is denoted as "NC"</p>		



SCHEDULE C - CREDIT CARD SERVICES AND FEES (MERCHANT ACQUIRING PROGRAM)
to 2011 Renewal Service Agreement by and between
Fidelity National Card Services, Inc. and ICBA Bancard, Inc.
EFFECTIVE JANUARY 01, 2016

1. **FIS OBLIGATIONS.** During the Term of this Agreement, FIS shall:
 - a) Activate new merchant accounts;
 - b) Produce station plates for imprinters when requested by the Program Member;
 - c) Sell equipment and related materials to Program Members as requested per the current published list price for such equipment and materials;
 - d) Provide instruction on related procedures as requested;
 - e) Provide authorization service, 24 hours per day, 7 days per week, subject to Excluded Outages;
 - f) Train the employees of Program Members as requested;
 - g) Provide merchant accounting services including discount calculation and preparation of debit and credit advices as needed;
 - h) Provide merchant statements either electronically or via paper form by the 10th business day of each month for the preceding month;
 - i) Assist Program Member by monitoring deposits of Visa and MasterCard and Discover transactions using various variance parameters which generate exception reports used to detect, in some cases, possible fraud and other irregularities and notify Program Member of possible fraud or other irregularities that are detected. FIS will use reasonable diligence in providing this service but in no event will FIS be liable for any losses resulting from merchant transactions or deposits;
 - j) With the exception of Pass-Thru fees, all rate and pricing increases prior to December 31, 2021 must be provided to Bancard for approval 6 months prior to the effective date of such increases. All pricing increases must be supported with clear and reasonable supporting detail and cannot be repackaged as an add-on to existing Services. Pricing increases and pricing for new Services must be incorporated into a new or existing pricing Schedule within three (3) months of the effective date of the pricing increase.
2. **BANCARD AND FINANCIAL INSTITUTION OBLIGATIONS.** During the Term of this Agreement, Bancard and/or Program Member shall:
 - a) Bear all losses resulting from a merchant's credit card transactions and deposits including, but not limited to, questionable merchant activity, merchant fraud, uncollected chargebacks, account data compromises and bankruptcy claims;
 - b) Provide all other services to merchants;
 - c) Provide source data necessary to create the merchant file; and provide its own supplies (e.g. sales slips, credit slips, deposit envelopes and clearing forms), which it may purchase from FIS at published cost plus shipping and handling charges.
3. **AUTHORIZATION TRANSACTIONS**

Monthly Authorization Transactions (per bank)					
Tier	Lower	Upper	Dial	SSL	IP
1	1	100,000	\$0.0950	\$0.0500	\$0.0250
2	100,001	500,000	\$0.0900	\$0.0450	\$0.0250
3	500,001	750,000	\$0.0850	\$0.0400	\$0.0250
4	750,001	1,000,000	\$0.0800	\$0.0380	\$0.0250
5	1,000,001	1,250,000	\$0.0750	\$0.0350	\$0.0250
6	1,250,001	1,500,000	\$0.0700	\$0.0330	\$0.0250
7	1,500,001	1,750,000	\$0.0650	\$0.0300	\$0.0250
8	1,750,001	3,000,000	\$0.0600	\$0.0280	\$0.0250
9	3,000,001	UP	\$0.0350	\$0.0280	\$0.0250



4. CAPTURE TRANSACTIONS

Monthly Capture (EDC) Transactions (per bank)			
Tier	Lower	Upper	Dial
1	1	100,000	\$0.0950
2	100,001	500,000	\$0.0750
3	500,001	750,000	\$0.0550
4	750,001	1,000,000	\$0.0450
5	1,000,001	1,250,000	\$0.0375
6	1,250,001	1,500,000	\$0.0350
7	1,500,001	1,750,000	\$0.0325
8	1,750,001	3,000,000	\$0.0300
9	3,000,001	UP	\$0.0230

5. FILE RESIDENCY (MONTHLY)

File Residency Per Merchant ID (per bank)			
Tier	Lower	Upper	Dial
1	1	200	\$7.50
2	201	400	\$6.50
3	401	500	\$5.50
4	501	750	\$4.50
5	751	1,000	\$3.50
6	1,001	1,250	\$3.00
7	1,251	1,500	\$2.50
8	1,501	UP	\$1.50

*Includes merchant on file (back-end, Computer Storage of Merchant Information Assisting Program Members by monitoring deposits for fraud and other irregularities, Processing, Printing, of Monthly Paper Statement to the Merchant or Program Member, Preparation of Transmission of ACH Tape.

6. PIN Debit I EBT (in addition to the auth fee) \$0.02 per transaction

7. HELP DESK CALLS
Call \$2.00 per call
Terminal \$1.50 per Terminal ID on File

8. DIAL PAY
Dial Pay \IVR Auth\Administrative \$0.65
Dial Pay\Voice Auth \$1.00
DialPay - Referral Auth \$3.00

9. ACH DEPOSIT - Per Deposit \$0.015

10. ACH RETURN FEE - Per Return \$35.00

11. REPORTING
Merchant Intelligence Center: \$3.00
Per Enrolled Account\Per month
FIS E-Reports \$10.00/Month And \$0.01 per page

12. MERCHANT E-CONNECTIONS
per merchant ID, per month \$0.70
per FI, per month \$50.00
per FI sign-on, per month \$30.00
per merchant sign-on per month \$2.00

**13. RETRIEVAL\CHARGEBACK PROCESSING**

Per Retrieval	\$3.00
Per Chargeback	\$8.00

14. FIS MERCHANT ENROLLMENT

Per new account loaded on system	\$5.00
----------------------------------	--------

15. FIS MERCHANT ACCOUNT LOADING

Per new account loaded on system by FIS	\$10.00
---	---------

16. FIS ON-SITE TRAINING

At Program Member's request and subject to staff availability \$500.00 per day
Program Member must cover all out-of-pocket expenses such as airfare, lodging and meals.

17. DECONVERSION FEES

In the event Program Member transfers all or any portion of its merchant accounts to another processor or to an acquirer of Program Member's merchant accounts, other than FIS, for any reason whatsoever, Program Member will be assessed \$50.00 per merchant account transferred with a minimum charge of \$2,500.00.

18. AUDIT ASSISTANCE FROM FIS Quote/Hour**19. PASS THROUGH FEES**

- a) All credit and debit network interchange, assessments, fees, dues and expenses related to regulatory and compliance mandates for merchant activity relating to merchants signed through the Program Member.
- b) Postage - Includes all First Class postage associated with mailing statements or other mailing requested by Program Member
- c) Courier

20. ADDITIONAL PRODUCTS AND SERVICES

DESCRIPTION	ITEM DESCRIPTION	RATE	Unit of Measure
VeriSign Transactions	VeriSign Cybercash – Gateway Fee	\$0.15	Per Transaction
VeriSign – Other	VeriSign Cybercash – 24x7 Helpdesk	\$1.75	Per MID, Per Month
VeriSign – Other	PayFlow Link	\$22.00	Per Month
VeriSign – Other	PayFlow Link – 24x7 Helpdesk	\$1.75	Per MID, Per Month
VeriSign – Other	PayFlow Pro Set-up Fee	\$150.00	Per MID
VeriSign – Other	PayFlow Pro	\$25.00	Per MID, Per Month
VeriSign – Other	PayFlow Pro Transaction Fee	\$0.095	Per Transaction
VeriSign – Other	PayFlow Link/Pro – 24x7 Helpdesk	\$1.75	Per MID, Per Month
Wireless	Set-up Fee	\$30.00	Per MID, Per SIMM
Wireless	IP Address Fee	\$15.75	Per MID, Per Month
Wireless	Carrier Fee	\$17.50	Per MID, Per Month
Micros	Merchant Link Internet Capture	\$0.011	Per Transaction
Micros	Merchant Link Authorization	\$0.05	Per Transaction
Micros	Merchant Link Internet Authorization	\$0.04	Per Transaction
Wireless	Transaction Fee	\$0.045	Per Transaction
PayTrace	Set-up Fee	\$150.00	Per MID
PayTrace	Virtual Terminal	\$20.00	Per MID, Per Month
PayTrace	Shopping Cart	\$15.00	Per MID, Per Month
PayTrace	API	\$15.00	Per MID, Per Month
PayTrace	Recurring Payment	\$15.00	Per MID, Per Month
PayTrace	Batch Upload	\$15.00	Per MID, Per Month
PayTrace	Transaction Fee	\$0.05	Per Transaction
TSYS	Web Pass Set-up Fee	\$75.00	Per MID
TSYS	Web Pass	\$15.00	Per MID, Per Month
TSYS	Transaction Fee	\$0.08	Per Transaction
TSYS	IVR Batch Support	\$2.50	Per Batch
MIC Bundle	Online reporting and PCI Support	\$3.50	Per MID, Per Month
ERMS	Enhanced Risk Monitoring	\$4.00	Per MID, Per Month



21. OPTIONAL BIN SERVICES - If in Unique BIN (per Unique BIN)

DESCRIPTION	ITEM DESCRIPTION	RATE	Unit of Measure
MAS Svc-MRA Rejects	0-5 Days	No Charge	
MAS Svc-MRA Rejects	16-20 Days	\$150.00	Per Month
MAS Svc-MRA Rejects	21-28 Days	\$200.00	Per Month
MAS Svc-Daily Discount	Apply/Settle Daily Discount	\$300.00	Per Month
MAS Svc-Daily Interchange	Apply/Settle Daily Discount	\$300.00	Per Month
MAS Svc-Downgrades	Apply/Settle Downgrades to MID	\$400.00	Per Month
Reserve Funding Module	Hold Reserve Funds from Merchants	\$200.00	Per Month
BIN Implementation	Set-up Fees	Pass Thru	
Transmissions	File Transmissions	Pass Thru	
Telecom	Connectivity	Pass Thru	

FIDELITY NATIONAL CARD SERVICES, INC.

ICBA Bancard

SCHEDULE K (Base2000 Platform)

FULL SERVICE CREDIT CARD SERVICES AND FEES

EFFECTIVE JANUARY 1, 2016

The following fees apply to each Program Member separately (i.e. they are not cumulative).

1. Card Personalization			
(Excluding postage/delivery and cost of plastic)			<u>Core</u> <u>Non-</u> <u>Core</u>
<i>Description</i>		<i>Fee</i>	
1.1 Card Generation		\$0.10 per card	C
1.2 Transmission to an Alternate sourcing option, as applicable		\$25.00 (per transmission)	C
1.3 Embossing - Includes: Embossing and Encoding of Plastic, Standard Card Carrier, Standard Envelope, Inserting of Carrier and Plastic		Accounts on File 1 - 2,500 2,501 - 5,000 5,001 - 10,000 10,001 - 15,000 15,001 - 20,000 over 20,000	Fee per card \$0.375 \$0.365 \$0.355 \$0.350 \$0.345 \$0.340
1.4 PIN Generation - Regular		Includes: Generation of Personal Identification Number ("PIN") includes PIN Mailer and File Update.	Fee per pin \$0.210 each
1.5 IVR PIN Customization		Customer Select PIN	\$0.263 each
1.6 Returned Plastics		Includes: Handling of Return Mail Send Notification to Program Member	Fee per instance \$1.00 each
1.7 Special Requests (Priority Issuance) Excludes postage.		Includes: All Items listed under "Embossing" plus receipt and handling of request and expedited processing of plastic to insure 24-hour turnaround on normal business days.	Fee per instance \$10.50 each
1.8 Plastic Destruction		\$0.055 Each	
1.9 Sticker Removal		\$0.164 Each	
1.10 Ultrographics Logo Set Up			
1.10.1		Standard image creation (front logo w/ back text) Add/Delete/Change	\$150.00 per Logo
1.10.2		Premium image creation (logos front and back Add/Delete/Change)	\$200.00 per Logo
1.10.3		Out of specification art work	Quoted Separately
1.10.4		Custom Work	Quoted Separately
1.10.5		Rush Logo Fees	Quoted Separately
1.11 Epix Design Storage			
1.11.1 Epix Set Up Fullfillment Only		\$1,000.00 one time	NC
1.11.2 Epix Hosting - Fulfillment Only		\$100.00 per bank/per month	NC
1.13 EMV - Chip Card Data Prep and Personalization		\$0.25 per card	NC
1.14 Card Activation (Optional Service)		The following fee schedule will apply per credit card account issued, reissued or converted to FIS, whether the card is activated, activation is declined or no activation attempt is made at all:	NC
		Number of Accounts	Fee per Account
1 to 15,000		\$0.893	NC
15,001 to 30,000		\$0.851	NC
30,001 to 45,000		\$0.809	NC
45,001 to 75,000		\$0.767	NC
75,001 to 100,000		\$0.732	NC
100,001 to 150,000		\$0.703	NC
150,001 to 200,000		\$0.678	NC
over 200,000		\$0.657	NC
1.14.1 Custom Card Activation Labels		Quoted Separately	NC
1.15 Custom Card Carriers		Quoted Separately	NC
1.16 Card Carrier Inserts			
1.16.1		Daily insert Set Up Fee	\$2.10 per set up
1.16.2		One-time setup fee	\$315.00 one-time
1.16.3		One-time additional set up fee	\$157.50 one-time per card type
1.16.4		Per Insert	\$0.042 per insert

2. File Residency and Maintenance				
	Description	Fee per change		
2.1 New Account boarding (online)	New account	\$0.034		
2.2 File Residency				
2.2.1 Consumer	\$0.025 per account	C		
2.2.2 Commerical	\$0.040 per account	C		
2.2.3 Corporate	\$0.200 per account	C		
2.2.4 Central Bill	\$0.350 per central bill account	C		
2.3 File Maintenance (online)	Date of last maintenance update	\$0.034		
2.4 Temporary Credit Line increase	\$5.25 each	C		
3. Authorizations & Transactions				
Description				
3.1 Authorization Request - Consumer	Authorizations per Month	Fee per Request		
	1 to 100,000	\$0.0460		
	100,001 - 200,000	\$0.0307		
	200,001 - 400,000	\$0.0247		
	400,001 - 600,000	\$0.0197		
	Over 600,000	\$0.0177		
3.1.2 Authorization Request - Commerical	Authorizations per Month	Fee per Request		
	1 to 100,000	\$0.0780		
	100,001 - 200,000	\$0.0690		
	200,001 - 400,000	\$0.0610		
	400,001 - 600,000	\$0.0540		
	Over 600,000	\$0.0480		
3.2 Name Match Authorization		No Charge		
3.3 EMV Authorization Request	\$0.0017 per EMV authorization request			
3.4 Token Provisioning Fee	\$0.05 per token provisioned			
3.5 Tokenizataion FIS Customer Service (Optional)	\$50.00 per month/per bank and \$1.50 per call			
3.6 EMV Host Implementation (excludes Visa and/or MasterCard fees which are passed through or billed direct to client.). Requires Use of Card Brand's corresponding On Behalf of Services (OBS).				
3.6.1 Standard Implementation	\$750.00. Includes 1 BIN. Excludes mass reissue.			
3.6.2 Custom Implementation	40 Hours at Professional Services/Programming Rate. Includes 1 BIN with Project management, Implementation System Adminstration, key management and FIS testing required for brand approval.			
3.6.3 Additional BIN Fee	\$250.00 per additional BIN			
3.6.4 Optional Host System Functionality - EMV Scripting	EMV accounts on file	Fee		
For offline authorizing card profiles based on system capabilities. Allows Issuer initiated post-issuance modification of some offline risk management parameters.				
	0 to 1,000	\$50.00 per bank/per month		
	1,001 to 5,000	\$100.00 per bank/per month		
	5,001 to 20,000	\$250.00 per bank/per month		
	over 20,000	\$500.00 per bank/per month		
3.6.5 EMV Scripting Transaction Fee	\$0.10 for each delivered/executed script for an account			
3.7 EMV Card Personalization Implementation - includes Key Management, Profile Management, Pre-submission Testing, Barnd Testing Management				
3.7.1 Standard Profile Implementation	\$12,500.00 per profile			
3.7.2 Custom Profile Implementation	By Quote			
3.7.3 EMV BIN Implementation	\$1,250.00 per BIN			
3.7.4 EMV Certificates (offline profile)	\$500.00 per certificate			
4. Posting Transactions (the following fees apply to each bank separately, they are not cumulative)				
Description				
4.1 Transaction Processing and Posting	Number of Accounts	Fee (per Transaction)		
(Applies to each sale, purchase, return and cash advance. Fee also applies to any lockbox payments processed by FIS)				
	1 to 34,500	\$0.1510		
	34, 501 to 69,000	\$0.1400		
	69,001 to 103,500	\$0.1229		
	103,501 to 166,667	\$0.1139		
	166,668 to 208,333	\$0.1059		
	208,334 to 250,000	\$0.0969		
	250,001 to 375,000	\$0.0889		
	375,001 to 458,333	\$0.0879		
	458,334 to 500,000	\$0.0859		
	500,001 to 541,667	\$0.0849		
	541,668 to 583,333	\$0.0829		
	583,334 to 625,000	\$0.0809		
	625,001 to 666,667	\$0.0799		
	over 666,667	\$0.0779		

4.2 Settlement (Sale, Credit, Cash Advance transactions)	\$10,000.00 monthly cap per bank	\$0.034 per transaction	C
4.3 Transaction level Processing (TLP) Screening	Waived		C
4.4 TLP posing, when applicable (transaction posting to a qualifying plan.)	Accounts on File	Fee per Qualifying Transaction	
	1 to 20,000	\$0.042	C
	20,001 to 40,000	\$0.037	C
	40,001 to 60,000	\$0.032	C
	60,001 to 80,000	\$0.026	C
	80,001 to 100,000	\$0.021	C
	over 100,000	\$0.016	C
4.5 System Generated Issuer Fees (Annual fees, late fees, over-limit fees, currency conversion fees, member pay insurance, member pay card enhancements and other assessed or system generated fees)	Waived		C
4.6 Statement Check	\$3.00 per Check Posted		
5. Reporting			
	Description	Fee	
5.1 e-Reports	Request	Rate	
	Implementation Fee	\$78.75 one-time	C
	Monthly Fee	\$52.50 per bank, per month, \$300 max	C
	Monthly Per Page	\$0.005 per page, \$2,750 maximum per month	C
	Recreate Purged Reports	\$157.50 per Day	C
5.2 Monthly Archive CD	Per CD	\$52.50 per CD, per month	C
5.3 Ad Hoc Reports	<i>Does not include reports that require special programming.</i>	\$52.50 each	C
5.4 Visa Commercial File Format/MasterCard Commercial Data File			
5.4.1 VCF Implementation Fee	\$250.00 per Company/One-Time		NC
5.4.2 VCF Monthly Maintenance Fee	\$10.00 Per Company/per month		NC
5.4.3 VCF Data Transmission Fee	\$0.0035 per kilobyte/per month		NC
5.4.4 CDF Implementation Fee	\$250.00 per company One Time		NC
5.4.5 CDF Monthly Maintenance Fee	\$10.00 Per Company/per month		NC
5.4.6 CDF Data Transmission Fee	\$0.0035 per kilobyte/per month		NC
5.5 Credit Bureau Reporting	per bank, per bureau per month	\$18.00	C
5.6 Posted Item History (PIH) Data Files			
	Description	Fee	
5.6.1 Implementation Fee	Request	Rate	
	Direct Connection to FIS	\$1,050.00	NC
	Connection through Processor	\$250.00	NC
5.6.2 Monthly Maintenance Fee	Request	Rate	
	Direct Connection to FIS	\$250.00	NC
	Connection through Processor	\$25.00	NC
5.6.3 Transaction Fee (Assessed on Each Posted Transaction)	Number of Accounts	Rate per Transaction	
	1 to 5,000	\$0.0049	NC
	5,001 to 15,000	\$0.0033	NC
	15,001 and up	\$0.0016	NC
6. Interface to Core Processors			
6.1 Transaction Fee	Accounts on File	Fee per posted Transaction	
	1-5,000	\$0.005	C
	5,001- to 15,000	\$0.003	C
	over 15,000	\$0.002	C
6.2 Implementation if to Core Processor	One time	\$262.50	C
6.3 Implementation if to Financial Institution	One time	\$1,050.00	C
6.4 Monthly Maintenance if to Core Processor	Per bank per month	\$26.25	C
6.5 Monthly Maintenance if to Financial Institution	Per bank per month	\$262.50	C
7. GUI System Access			
	Description	Accounts on File	Fee
7.1 Monthly Access ServiceView Tiers	1 - 500 (inc. 2 users)	\$190.00 per bank/per month	NC
	501 - 1,000 (inc. 3 users)	\$220.00 per bank/ per month	NC
	1,001 - 5,000 (inc. 5 users)	\$360.00 per bank/per month	NC
	5,001 - 10,000 (inc. 10 users)	\$650.00 per bank/per month	NC
	over 10,000 (inc. 15 users)	\$1050.00 per bank/per month	NC
7.2 Additional Users ClientLink	Additional Users	Fee	
	Additional users 1 - 5	\$30.00 each if exceeding allowance	NC
	Additional users 6 - 15	\$20.00 each if exceeding allowance	NC
	Additional users 16 - 25	\$10.00 each if exceeding allowance	NC
	Additional users > 25	\$5.00 each if exceeding allowance	NC

8. CollectorView		
Description	Accounts on File	Fee
8.1 Monthly Access CollectorView	1 to 500 501 to 1,000 1,001 to 5,000 5,001 to 10,000 over 10,000	\$15 per bank, per month \$20 per bank, per month \$25 per bank, per month \$65 per bank, per month \$110 per bank, per month
8.2 Account Residency	Accounts In collections	\$0.105 per account in collections
8.3 Collection Inquiry transaction	Per inquiry	\$0.011 each
9. Control Table Access-Service View - Provides view access to BASE2000 Control Table settings using ServiceView GUI		
9.1 Implementation Fee	\$500.00 Implementation Fee	
9.2 Monthly Service Fee		
	Number of Accounts on File	Fee
	0 to 500 501 to 1,000 1,001 to 5,000 5,001 to 10,000 over 10,000	\$300.00 per bank/per month \$330.00 per bank/per month \$480.00 per bank/per month \$785.00 per bank/per month \$1,205.00 per bank/per month
10. Cardholder Website - MyCardStatement		
MyCardStatement is a service that provides cardholders access to their credit card information via the Internet at MyCardStatement.com. Cardholder functionality includes the ability to view account balance, transaction and historical statement information and to pay their monthly credit card invoice online.	NC	
Description		
10.1 Implementation Fee - Customized	\$525.00 One-time	
10.2 Implementation Fee - Non- Customized	\$210.00 One-time	
10.3 Monthly Enrolled Account Fee		
	Number of Enrolled Accounts	Fee per Cardholder Enrolled
	1 to 500 501 to 1,000 1,001 to 1,500 1,501 to 2,000 2,001 to 3,000 over 3,000	\$0.300 \$0.270 \$0.245 \$0.224 \$0.206 \$0.190
10.4 Monthly Fee	Number of Accounts on File	Fee
	1 to 2,000 2,001 to 5,000 5,001 to 10,000 over 10,000	\$43.60 per bank \$109 per bank \$218 per bank \$436 per bank
10.5 Administrative Change	\$52.50 each change	
10.6 Banner Advertisement Add, Change or Delete	\$105.00 each	
10.7 Multi Factor Authentication	\$0.041 per Enrolled Cardholder	
10.8 MFA Per Institution Monthly Fee	\$16.75 per bank	
10.9 Single Sign-On (SSO) New Vendor	Implementation	\$6,000.00 One-time
10.9.1 Single Sign On (SSO) Existing Vendor	Implementation	\$1,000.00 One-time
11. eZBusiness Card Management		
Online tool for business accounts w/Company Administrators and business cardholders.	Description	Fee
11.1 Set up Fee	Includes: Up to 5 Admin Groups w/Implementation. Additional groups or changes @ \$100 per change. One time 2 hr training Webinar.	\$5,000
11.2 Participation Fee	\$500.00 per bank/per month	
11.3 Enrolled Company Fee	\$3.00 per enrolled company record	
11.4 Administrative User Fee	\$3.00 per Admin user/per month	
11.5 Maintenance Change Fee	\$100.00 per change	
11.6 eZBusiness Training	\$150.00 per hour	
11.7 Multi-Factor Authentication Fee	\$16.75 per bank/per month	
11.8 Out of Band Email	No Charge for implementation; \$0.06 per email	
11.9 Out of Band Phone	\$300.00 Implementation Fee; \$0.29 per phone message	
11.10 Out of Band Text	\$300.00 Implementation Fee; \$0.147 per text message	
11.11 Virtual Account - Real time generation of virtual accounts via eZBusiness	\$1.00 per virtual account generated	
11.12 eZBusiness BEB SSO Implementation		
11.12.1 Admin SSO - SSO for company administrators from the Business eBanking application (BEB) into the eZCardManagment application.	\$1,500.00 One Time. No recurring monthly fees associated with this feature.	
11.13 eZBusiness - Expense Management		
11.13.1 Implementation	\$5,000.00 One-Time	
11.13.2 Monthly Maintenance Fee	\$500.00 per bank/per month	
11.13.3 Per Company	\$750.00 per bank/per month	
11.13.4 Training	\$150.00 per hour	

12. eZBusiness for FI's. Provides Admin Access for Banks to allow them to assist enrolled cardholders with inquiries regarding MyCardstatement.			
		Description	Fee
12.1 Implementation Fee		One Time per FI Set up	\$1,000.00
12.2 Users		Users 1 - 5	\$125.00 Users 1 - 5, per bank/per month
		Users 6+	\$25.00 per user/per month
12.3 Changes		Per Request	\$100.00 each
12.4 Messaging Bundle		Per Month	\$25.00
12.5 Statement Archive Access - including Non Enrolled Accounts - Enables configuration option to view 24 months statement images for non-enrolled cardholders for customer support and research.		\$0.015 per account on file	NC
Enables configuration option to view 24 months statement images for non-enrolled cardholders for customer support and research			
13. Payment Processing			
13.1 ACH and Remote		Accounts on File	Fee
		1 to 100,000	\$0.133 each
		over 100,000	\$0.095 each
13.2 Lockbox		Accounts on File	Fee
		1 to 10,000	\$0.186 each
		10,001 to 20,000	\$0.175 each
		20,001 to 50,000	\$0.165 each
		50,001 to 100,000	\$0.156 each
		100,001 to 200,000	\$0.148 each
		over 200,000	\$0.128 each
13.3 Pay By Phone - Cardholder payments made via FIS customer service IVR or agent. Excludes letter, postage and transaction fee			
13.3.1 Pay By Phone CSR		\$5.00 each	NC
13.3.2 Pay By Phone IVR		\$2.00 each	NC
13.4 Real-Time Payments (Immediate Avail Credit)		\$0.50 per posted payment	NC
14. Statements & Notices			
14.1 Statement Generation (CH Level)		Statement Generation (CH level) Print, insert and mail additional	\$0.050 each
14.2 Statement Production: (excludes postage) - Includes: Preparation of Monthly Cardholder Statement, All Standard forms and standard printing, inserting and handling of reprints and Statements held for special processing.		Accounts on File	Fee Per Statement
		1 to 2,500	\$0.093
		2,501 to 5,000	\$0.091
		5,001 to 10,000	\$0.089
		10,001 to 15,000	\$0.087
		15,001 to 20,000	\$0.086
		over 20,000	\$0.085
14.2.1 Additional Statement Pages		\$0.020 per additional page	NC
14.3 Transmit in PDF format		\$0.02 per image	NC
14.4 Statement Holds		\$0.153 per statement held	NC
14.5 Corporate Account Statements		\$0.500	NC
14.6 Central Bill Statements		\$0.500	NC
14.7 Statement Stuffer Insertion		\$0.025 per account inserted	NC
14.8 Messages Automatic		\$5.25 ea./per plan, \$26.25 maximum	NC
14.9 Statement Messages Enhanced		\$26.25 each/per plan, \$105.00 maximum	NC
14.10 Annual Statements (excludes postage)		\$1.00 each statement	NC
14.11 Annual Statements - Central Billed Accounts (excludes postage)		\$2.80 each statement	NC
14.12 Custom Statement		Quoted Separately	NC
14.13 Extended Statement History via ServiceView (Provides statement history data viewing)		Frequency	Fee
		6 months plus current cycle	\$0.026 per Account
		12 months plus current cycle- Tiered	
		Number of accounts	Per Accounts on File
		1 to 100,000	\$0.053
		100,001 to 200,000	\$0.040
		200,001 to 300,000	\$0.036
		300,001 and up	\$0.033
		18 months plus current cycle	\$0.08 per Account

14.14 Paperless Statements	Request	Fee	
	Implementation	\$250.00 One-time	NC
	Online statement management fee includes automated cardholder enrollment, cardholder email for new statements, expanded statements archive (24 months)	\$0.02 per Generated Statement	NC
14.15 Notices & Letters Includes setup, forms, printing and mailing; (excludes postage)			
	Description	Fee	
14.15.1 Notices & Letters	Notices and Letters	\$0.129 each notice or letter	NC
14.15.2 Additional Pages - Letters	Additional Pages -Letters	\$0.020 each additional page	NC
15. Other Services			
	Description	Fee	
15.1 E-Library Reference Material Subscription, Annual	\$49.00 per Bank, per year		NC
15.2 On-Site Training For Customer Service (At Bank's request)	Quoted per Event* *Fee plus out of pocket expenses (airfare, accommodations and meals) to be absorbed by Program Member.		NC
15.3 Other Special Services	Quoted Separately		NC
15.4 Special Programming	\$195.00 per Hour		NC
15.5 Enhanced Overlimit Functionality	\$25.00 per billcode,\$100 maximum		C
15.6 Credit Counseling IVR	Waived		C
15.7 Application of Payments Split	\$50.00 per bank/per month		NC
15.8 ACH Reject Fee	\$25.00 per reject		C
15.9 Rush Parameter changes 2-6 days	\$150.00 per table change requested		C
15.10 Rush Parameter changes 7-13 days	\$50.00 per table change requested		C
15.11 Rush Parameter changes Promo/Punitive Pricing	\$50.00 per change requested		NC
15.12 Document Composition	\$150.00 per hour/resource dependent		C
15.13 Name and Address Labels	\$157.00 per Bank, per run		NC
15.14 Audit Confirmations (Excluding postage)	Includes	Fee	
	Preparing and mailing audit confirmations	\$157.00 per request	NC
	Per Account Confirmation	\$0.105*	NC
	* Per Bank, per audit request		
15.15 Training			
	Description	Fee	
15.15.1 Training - Standard Web training sessions	Participation in Web session(s) from FIS published schedule.	\$100.00 per participant. \$50.00 discount to bank for sessions 4 or more in a year (eligible for discount after completion of 3rd session).	NC
15.15.2 Custom or Stand Alone Web Training	By Quote per event.		NC
15.15.3 Onsite at FIS Facility	3 Day Classroom instruction	\$300 per attendee	NC
15.15.3 Onsite at Client Facility	By Quote		NC
16. Contact Center			
	Description	Fee	
16.1 Toll-Free Customer Service Access	Included <i>Provides for printing of toll-free number on Program Member's billing statements and access to Customer</i>		NC
16.2 -24/7 Customer Service IVR	Per Call	\$0.23 per call	NC
16.3 Transfer Connect Services	Calls transferred from FIS to client or 3rd party	\$0.20 per call	NC
16.4 - 24/7 - General Customer Service	Monthly Call Volume	Fee per Minute	
	1 to 100	\$1.43	NC
	101 to 250	\$1.40	NC
	251 to 500	\$1.37	NC
	501 to 1,000	\$1.34	NC
	1,001 to 2,000	\$1.31	NC
	2,001 to 5,000	\$1.28	NC
	5,001 to 10,000	\$1.26	NC
	10,001 to 15,000	\$1.25	NC
	15,001 to 20,000	\$1.24	NC
	20,001 to 25,000	\$1.23	NC
	over 25,000	\$1.22	NC
16.5 VIP Customer Service (Optional Service)	Monthly Call Volume	Fee Per Minute	
	1 to 100	\$1.66	NC
	101 to 250	\$1.63	NC
	251 to 500	\$1.60	NC
	501 to 1,000	\$1.57	NC
	1,001 to 2,000	\$1.54	NC
	2,001 to 5,000	\$1.51	NC
	5,001 to 10,000	\$1.48	NC
	10,001 to 15,000	\$1.46	NC
	15,001 to 20,000	\$1.45	NC
	20,001 to 25,000	\$1.44	NC
	over 25,000	\$1.43	NC

16.6 For After hours only clients, the rates set forth above will increase by:	16%		NC
16.7 VIP Rule changes	Per group of 5 rules or less	\$150.00 per rule group	NC
16.8 Incoming Cardholder Correspondence	Per item handled	\$1.75 per item	NC
16.9 Lost/Stolen Account Management	Per account	\$5.25 each	NC
17 Fraud Management			
Fraud Alert Management -Neural Network (Optional Service) FIS managed service using a neural network system to monitor potential fraud on card activity.			
	Fee		
17.1 Fraud Management Account Fee	\$0.0335 per account on file		C
17.2 Real-Time Scoring	\$0.0026 per Authorization per Month		C
17.3 Fraud Alert Case Management Fee	\$3.45 per alert		C
17.4 Enhanced Scoring Solutions (Merchant Profile Scoring & ATM & POS Terminal Profiles)	Description	Fee	
	Fraud Predictor (Credit Programs Only)	\$0.0015 per Authorization per Month	NC
17.5 FIS ON DEMAND Client Custom Rules (Custom Fraud Prevention Neural Network Rules)	Description	Fee	
17.5.1	Premium Credit Client Custom Rules	\$250 Implementation Fee (One Time) \$450 per Month (Billed by Program)	NC
17.5.2	Advanced Credit Client Custom Rules	\$250 Implementation Fee (One Time) \$350 per Month (Billed by Program)	NC
17.5.3	A' La Carte Credit Client Custom Rules	\$500 per Custom Rule (Only billed when used)	NC
17.6 Compromise Manager (Optional)			
Web based product allowing Program members to manage identified compromised accounts. Functions include blocking, cardholder notifications and fraud monitoring.			
	Description	Fee	
17.6.1	Implementation Fee	\$250.00 One-time	NC
17.6.2	Access Fee	\$25.00 per Month/ per 50,000 accts	NC
17.6.3	Outbound IVR Calls	\$0.10 per Account	NC
17.6.4	Letters	Std. Letter Rate as shown in section 11.9.1	NC
18. Dispute Processing			
	Description	Fee	
18.1 Disputes - FIS serviced (excluding postage)	\$16.80 per non-fraud dispute claim (transaction level)		C
18.2 Fraud Chargeback Services - FIS serviced (excluding postage)	\$68.25 per fraud claim (account level)		C
18.3 Request for Information (RFI)	\$0.45 per Request		C
18.4 Questionnaire	\$0.45 each		C
18.5 Image File Billing	\$1.00 each		C
18.6 Alternative Media	\$50.00 each		C
18.7 Self Administered -Dispute Resolution	By Quote		NC
19. Network Connection Options			
	Description	Fee	
19.1 Frame Relay Functionality includes access to FIS's host system, on-line authorizations via a gateway and reports via a File Transfer Protocol ("FTP").	By Quote		C
19.2 Site To Site Virtual Private Network (Applies if Program member requests FIS to supply the remote VPN equipment at Program Member's location). Functionality includes access to FIS's host system and reports via FTP.	By Quote		NC
19.3 MPLS	By Quote		NC
20. Monthly Minimums			
	Description	Fee	
The monthly minimum will begin the first month after a Program member issues its first card and applies to core processing fees only. (Postage, courier, Electronic Warning Bulletin, and all other Pass Through Fee items do not count toward minimums). Exclusive of other products with separate monthly minimums.	\$2,500 per bank/per month		C

21. Verified By VISA And/Or MasterCard SecureCode		
Includes hosting of enrollment and authentication services, and front line customer service.		
<i>Description</i>	<i>Fee</i>	
21.1 Implementation Fee (logo setup)	\$271.54 per Bank/per Logo	C
21.2 Visa/MasterCard issuer credit program monthly per Bank Fee	\$21.00 per Bank, per month	C
21.3 Enrolled Account Hosting and Maintenance	\$0.053 each account on file	C
21.4 Authentication Request	\$0.053 per Request	C
21.5 Additional BIN Range (logo- implementation)	\$65.00 Each Bin Range/Logo	C
21.6 Logo Change	\$65.00 per BIN/Range	C
21.7 Program Change	\$65.00 per BIN/Range	C
21.8 Program Deactivation	\$65.00 per BIN/Range	C
22. eZDisclosure (Optional)		
<i>Description</i>	<i>Fee</i>	
22.1 Implementation	Included	NC
22.2 New Account Opening Disclosure	\$0.31 each disclosure generated	NC
22.3 Cardholder Agreement (New or Reissues)	\$0.31 each disclosure generated	NC
23. Credit Account Review (Optional)		
<i>Description</i>	<i>Fee</i>	
FIS's credit account review service enables the Program Member to manage credit risk and opportunity within the card portfolio by assigning a proprietary risk score and a credit grade score to existing card accounts. This information helps Bank evaluate and predict future credit performance and predict the likelihood of bankruptcy, charge-off, loan default or serious delinquency. The service is available in two options. The full portfolio review analyzes all accounts to determine which accounts meet requirements for additional products, services or credit line changes. The reissue review works with other pre-determined reissue criteria to provide a complete picture before the plastic is reissued. Either option – full or reissue – provides critical information to manage opportunities and risks within a portfolio.	Separate Agreement Required	NC
<i>Description</i>	<i>Fee</i>	
23.1 Full Account Review	Monthly Minimum	\$200.00 per month
23.2 Reissue Review	Monthly Minimum	\$50.00 per month
23.3 Per Account Reviewed - Tiered		
<i>Accounts Reviewed</i>	<i>Fee</i>	
1 to 3,000	\$0.39 per account	NC
3,001 to 10,000	\$0.36 per account	NC
10,001 to 30,000	\$0.30 per account	NC
30,001 and over	\$0.25 per account	NC
24. Portfolio Intelligence Services		
25. Affluent Card (Optional)		
The pricing structure listed below is associated to the following Affluent Card types: Visa Signature, Visa Business Signature, World MasterCard	Separate Agreement Required	
<i>Description</i>	<i>Fee</i>	
25.1 Implementation Fee	\$5,000.00 per BIN / Project	NC
25.2 Affluent Processing Fee	\$0.25 per Account per Month	NC
25.3 Affluent VIP Customer Service (Required)	See Contact Services Above	NC
25.4 Mandatory Enhancements	Separate Agreement Required	NC
25.5 Customization	A request for customization shall be quoted under a separate statement of work. Current standard development rates as outlined in your processing contract schedule apply.	NC
25.5.1 Annual Statements (Required)	Instance	Rate
	Affluent Annual Statement Production	\$1.00 / per generated statement
	Affluent Annual Statement File Prep	\$225.00 / per hour; 3 hour minimum
	Affluent Annual Statement File Generation	\$0.02 / per statement
	Affluent Statement Logo Set Up	\$150.00 / per logo
25.5.2 Affluent VIP Customer Service (Optional Service)	Instance	Rate
	Custom Toll Free Number Set Up Fee	\$250.00 / per number
	Custom Toll Free Number Service Fee	\$75.00 / per month
	Whisper and Custom IVR Set Up Fee	\$1000.00 / per event
	Whisper and Custom IVR Change Fee	\$1000.00 / per event
	Custom Rule Set Up Fee (up to 5 rules)	\$525.00 / per event
	Custom Rule Change Fee (up to 5 rules)	\$150.00 / per event
25.5.3 Affluent Card Stock	To be quoted	NC
25.6 Visa Signature Preferred	To be quoted	NC
25.7 Visa Signature Business	To be quoted	NC
25.8 World Elite MasterCard	To be quoted	NC
25.9 World MasterCard for Business	To be quoted	NC
25.10 World Elite MasterCard for Business	To be quoted	NC
26. Billing Account Updater (BAU) Optional		
<i>Description</i>	<i>Fee</i>	
26.1 Implementation Fee	\$100.00	NC
26.2 Monthly Evaluation Fee	\$0.0026 per Account on File	NC
26.3 BAU Record Transmitted	\$0.035 per Record Transmitted	NC

27. PPCS/RPCS Services Optional			NC
Description		Fee	
27.1 Visa PPCS/MasterCard RPCS Fees			NC
27.2 FIS Prepayment Cancellation Service Fee			NC
28. Balance Transfer (Optional)			
Description		Fee	
28.1 Balance Transfer Remittance Fee - for each payment to a creditor that is issued by FIS.			C
28.2 Balance Transfer Reject Fee - for each Balance Transfer transaction that cannot be processed - for example, due to stop payment, or invalid information. If a stop payment is requested, Program Member agrees that it will also reimburse FIS for any stop payment or other fees charged by FIS's bank relating to the stop payment request.			C
29. Statement Marketing (Optional)			
Description		Fee	
	<i>B&W</i>	<i>Color</i>	
29.1 Image Management	\$0.035	\$0.037	NC
29.2 Image Target	\$0.020	\$0.030	NC
29.3 Additional Full Page	\$0.020	\$0.030	NC
29.4 Image Proofing	\$25.00 per proof copy. One (1) B & W and one (1) Color proof (2 for \$25) provided to client for approval		
30. Loan Origination Solution (Optional)			
Description		Fee	
30.1 Initial Set Up	Includes:	\$10,000 one time	NC
30.2 Application Processing Fee	FIS decisions new submitted application entered or transmittied into LOS. Tiered w/ Monthly Minimum of \$500.00		
Monthly Application Volumes		Monthly Fee per application	
0-25,000		\$2.00 per application	NC
25,001 to 50,000		\$1.75 per application	NC
50,001 to 75,000		\$1.50 per application	NC
over 75,000		\$1.25 per application	NC
30.3 Data Retention	Retention fee for all application data including bureuau data and letter output for 25 mos. Charged Per application on file at end of each month	\$0.030 per application	NC
30.4 Letter Fee	Includes setup, forms, printing, stuffing and mailing. Excludes Postage.	\$0.132 per letter each additional page (2 and up).	\$0.04 NC
30.5 Optional Features/Services			
30.5.1 Premier Attributes - Access to 800+ premierattribute fiels that can be mapped to LOS strategy Manager for use in strategy builds. Bureau Agnostic.	Description		Fee
	Total # of PA's delivered monthly		Fee Per transaction for transactions processed using PA's during the month.
	1 - 10 PA's		\$0.20 per transaction
	11 - 25 PA's		\$0.25 per transaction
	26 - 75 PA's		\$0.40 per transaction
	76 - 150 PA's		\$0.75 per transaction
	151 - 400 PA's		\$0.85 per transaction
	401 - 700 PA's		\$1.00 per transaction
	700+ PA's		\$1.25 per transaction
30.5.2 Full Service Handling - Full Service Handling by FIS LOS Support team. Includes: data entry, return postage, balance transfer data entry, exception item processing, approval using client-defined criteria, etc. Excludes judgemental decision. Fee is in addition to Fee Per Application processed in section 27.2 above.	Description		Fee
	Data Entry		By Quote
	Return postage		Actual cost per response
	Balance Transfer		\$2.00 per transaction
	Returned Balance Transfer		\$4.50 per return
	Credit Bureau (Where FIS is reseller)		\$2.50 per application
30.5.3 Strategy Modifications - Customer requested changes to lending strategies following initial implementation.	By Quote		
30.5.4 Customization Fee - includes but not limited to: Incorporating new/Custom Interface(s); Incorporating new/custom batch files, incoming and outgoing; Custom Adverse Action letter text set up/updates; Custom Reporting.	By Quote to requirements		

31. Conversion and Implementation Projects		
	Description	Fee
31.1 Internal Conversions (BASE2000 to BASE2000)	Program consolidation, Manual	By Quote
31.2 Platform Migrations (TBS to BASE2000)	< 1,000 Accounts	By Quote
	1,000 to 5,000 Accounts	\$7,500 per FI/Agent Includes: Assigned Project Manager, New BIN and licensing, move of Bank's existing structure, products/services, parameter settings, standard reissue plus EMV Host Enablement (CardPro EMV fees apply and are billed separately).
	> 5,000 Accounts	\$10,000 per FI/Agent Includes: Assigned Project Manager, New BIN and licensing, move of Bank's existing structure, products/services, parameter settings, standard reissue plus EMV Host Enablement (CardPro EMV fees apply and are billed separately).
	New product/service enablement w/Migration Project (i.e. Affluent, RTDX, PI, Loyalty, program consolidation, token services, etc.) - By Quote Only (not exceed \$10,000 per FI/Agent). Separate Agreement(s) may be required for some products.	NC
	A one-time, non-refundable, \$1,000 migration analysis fee is charged. This fee can be applied against Program Member's migration costs if project is approved by the Program Member.)	NC
31.3 BIN Termination with accounts	\$2,500.00 Per BIN or BIN/Plan	NC
31.4 BIN termination without accounts	\$1,500.00 Per BIN or BIN/Plan	NC
31.5 Expedited Project Scheduling BASE2000	\$2.00 per account \$25,000.00 minimum	NC
31.6 Automated Account Tranfer -BASE2000, incl. enhanced UAT for project testing	Description	Fee
	Project Fee	\$12,500.00 per project
	Per Acct.	\$1.75 per account transferred
31.7 Licensing Projects	Description	Fee
31.7.1 BIN adds BASE 2000	Add new BIN/ICA to credit platform	\$3,500.00
31.7.2 Agent adds BASE2000	Add Institution to existing Corp	\$4,500
31.8 Maintenance Requests BASE2000	Request	Fee
31.8.1 Maintenance Without keys	\$500.00 per request	NC
31.8.2 Maintenance With keys	\$1,000.00 per request	NC
31.8.3 Name Change	\$500.00 per change	NC
31.8.4 Merger	\$1,000.00 per change	NC
32. External Deconversion BASE2000		
32.1 Deconversion	Fee	
	Minimum per FI	\$1.05 per acct, \$5,250.00 Minimum
32.2.1 Additional Set of tapes	\$2,500 per instance	C
32.2.1 Tape Production expedited - two weeks	\$500.00 per instance	C
32.2.2 Tape Production expedited - one week	\$1,000 per instance	C
32.2.3 Residual files for trailing activity	\$200.00 per corp, per file, per day	C
32.2.4 Post deconversion research requests	\$125.00 per instance	C
32.2.5 Deconversion Deposit Minimum	\$5,000.00 One-time	C
32.2.6 Date Change	Date Change	\$5,000.00 per instance
32.2.7 Shared BIN/ICA residual chargeback support	Per month, per corp (4 mos. max)	\$1,500.00/per month
33. Rebates of processing fees to Banks		
Monthly statement accounts rebate (applies collectively to statementing accounts under Schedule A and K)	Number of Statementing Accounts	Rebate %
	1 to 500,000	0.0%
	500,001 to 700,000	8.0%
	700,001 to 800,000	9.0%
	800,001 to 900,000	10.0%
	900,001 to 1,000,000	11.0%
	1,000,001 to 1,100,000	12.0%
	1,100,101 to 1,200,000	13.0%
	1,200,001 to 1,300,000	13.5%
	1,300,001 to 1,400,000	14.0%
	1,400,001 to 1,500,000	14.5%
	over 1,500,000	15.0%

34. Pass-through Fees and Amounts			NC
All third party fees, charges and amount and increases and adjustments thereto, which are charged to or incurred by FIS in connection with the services will be passed-through to the Program Member. The amount of such pass-through fees, charges and amount shall not be applied toward or count against the minimum monthly fees that are due from the Program Member.			
<i>Description</i>		<i>Fee</i>	
34.1 Courier Includes all costs of courier delivery of media or reports to and from Program Member. If U.S. mail is used, all postage costs are borne by Program Member.	Actual		NC
34.2 Postage Includes all first class postage associated with mailing of plastics, statements, notices or other mailings requested by Program Member.	Current 1st Class Rates		NC
34.3 Postage Pre-Sort Rebate (Qualifying Items) Issued to Program Member on current first class mail rate per qualifying statement, as identified by FIS.	-\$0.0222 per qualifying item		NC
34.4 Electronic Warning Bulletin Listings	<i>Description</i>		<i>Fee</i>
	Visa/MasterCard charges for listings on the Electronic Warning Bulletin.		Actual
	Charges for listing in the printed warning bulletin for regions outside the U.S.		Actual
34.5 "Call Me" Transactions Includes the additional authorization referral calls on questionable sales as requested by non FIS card issuers for which a fee is paid by the non FIS card issuer.	Actual		NC
34.6 Other MasterCard and VISA Fees and Assessments. Program Member shall be responsible for all MasterCard and VISA fees, dues and assessments related to the cardholder services provided to the card-issuing member (e.g., "Please Call Fees").	Actual		NC
34.7 Retrievals from MasterCard or VISA Local to Local MasterCard and VISA rules require the processor to provide documentation of original transactions.	FIS's fees for performing those tasks will be actual VISA/MasterCard rates.		NC

Assumption: In the case of tiered fees, the applicable rate is that which corresponds to the individual bank's total volume for the month e.g. "pick-a- tier", unless

¹ Core Service is denoted as "C". A Non=core Service is denoted as "NC"

Certegy Card Services, Inc.

ICBA Bancard, Inc.

2003 Renewal Services Agreement

Schedule E

*Signature Based Debit Card and In-House/Pass-Through Credit Card
Services and Fees*

Effective January 1, 2004

Certegy Card Services, Inc.
ICBA Bancard, Inc.
2003 Renewal Service Agreement
Schedule E
Signature Based Debit Card, and In-House/Pass-Through Credit Card
Services and Fees
Effective January 1, 2004

1. CARD ISSUANCE. (excluding plastic and postage/delivery)

Charges for standard embossing, encoding, and mail preparation of plastic cards. Per item charge includes generic card carrier, envelope, embossing, encoding and mail preparation.

1.1	TAPE OR TRANSMISSION	\$0.466/card
1.2	PAPER DOCUMENT	\$0.466/card
1.3	PULL SERVICE	\$5.00/card/PIN*
1.4	PRIORITY ISSUANCE (NEXT DAY)	\$5.00/card
1.5	EMERGENCY ISSUANCE (SAME DAY)	\$15.00/card
1.6	CARD ACTIVATION STICKERS: Institution using Certegy's Card Activation System Institution NOT using Certegy's Card Activation System	Included in Card Activation \$.10 per card

*PIN: Personal Identification Number

2. CARD RECOVERY REWARDS.

Rewards paid to merchants or Financial Institution for capturing revoked cards.

Actual Expense

3. PIN GENERATION AND CHANGES. Includes:

a.	PIN generation, printing of a generic data mailer and preparation for mailing.	\$0.251/mailer + postage
b.	PIN changes via IVR	\$.55

4. POST MAILERS. (excluding postage/delivery)

A data mailer prompting the cardholder to verify receipt of a recently mailed card.

\$0.126

5. CARD ACTIVATION (OPTIONAL SERVICE).

The following fee schedule will apply per debit card account issued, reissued or converted in, whether the card is activated, activation is declined or no activation attempt is made at all:

<u>Number of Accounts</u>	<u>Per Account Fee</u>
0 - 15,000	0.85
15,001 - 30,000	0.81
30,001 - 45,000	0.77
45,001 and up	0.73

6. LOST/STOLEN CARD REPORT.

800 number available to cardholders to report lost/stolen accounts, 24 hours a day, 365 days a year.

\$5.00/report

*Certegy Card Services, Inc.
 ICBA Bancard, Inc.
 2003 Renewal Service Agreement
 Schedule E
 Signature Based Debit Card, and In-House/Pass-Through Credit Card
 Services and Fees
 Effective January 1, 2004*

7. **MASTER FILE MAINTENANCE.**

7.1 **NEW ACCOUNTS.** Per account fee includes:

a.	Off-line (Input at Certegy)	\$0.30
	(i) Data capture of all new account information from new account form	
	(ii) Visual verification of all data entered to insure accuracy	
b.	On-line (Batch from Institution)	\$0.05
	(i) Data capture of all new account information	

7.2 **FILE CHANGES.** Per change fee includes:

a.	Off-line	\$0.30
	(i) Data capture of all changes to the cardholder accounts from master file change forms	
	(ii) Visual verification to insure accuracy	
b.	On-line	\$0.05
	Data capture of all changes to the cardholder accounts	

7.3 **FILE CHANGES/NEW ACCOUNT TRANSMISSION.** \$10.00/transmission
 (for "velocity" Institutions)

7.4 **TRANSMISSION FILE HANDLING.** \$250.00/month/institution
 (for "positive balance update" Institution)

7.5 **FILE RESIDENCY.** (for positive balance update Institution) Per account fee includes: \$0.10

a. Computer storage during all or any portion of a month of each debit card account issued by Financial Institution (including charged-off accounts) that appears on Financial Institution's master file maintained by Certegy as well as capturing all transactions and reports on microfilm or microfiche and retaining as required by law.

b. Computer storage of individual Financial Institution and/or DDA service provider requirements.

7.6 **FILE RESIDENCY.** (for velocity Institutions) \$0.15

Includes:

a. Computer storage during all or any portion of a month of each debit card account issued by Financial Institution (including charged-off accounts) that appears on Financial Institution's master file maintained by Certegy as well as capturing all transactions and reports on microfilm or microfiche and retaining as required by law.

b. Computer storage of individual Financial Institution and/or DDA service provider requirements.

7.7 **SPECIAL CHANGES** (those taken by phone requiring immediate attention). \$3.00
 Per change fee includes:

a. All items under "file changes"

b. "Walk through" of change to insure immediate input

*Certegy Card Services, Inc.
 ICBA Bancard, Inc.
 2003 Renewal Service Agreement
 Schedule E
 Signature Based Debit Card, and In-House/Pass-Through Credit Card
 Services and Fees
 Effective January 1, 2004*

8. **AUTHORIZATION REQUESTS.** Includes handling of incoming authorizations against positive balance and velocity parameters residing at Certegy and ATM PIN requests.

<u>Account Base</u>	<u>Fee Per Authorization</u>
0 - 5,000	\$0.080
5,001 - 15,000	\$0.072
15,001 - 30,000	\$0.064
30,001 and over	\$0.055

The above tiers will be adjusted semi-annually.

9. **MONETARY TRANSACTION PROCESSING FEE.** Fee is applicable to purchases, returns, cash advance and credit vouchers.

<u>Account Base</u>	<u>Fee Per Transaction</u>
1 - 5,000	\$0.10
5,001 - 15,000	\$0.09
15,001 - 30,000	\$0.08
30,001 - and over	\$0.07

The above tiers will be adjusted semi-annually.

10. **VERIFIED BY VISA and/or MasterCard SecureCode.** Includes hosting of enrollment and authentication services, and front line customer service

a.	Visa issuing program monthly per bank fee	\$20.00
b.	MasterCard issuing program monthly fee	\$20.00
c.	Enrolled account hosting and maintenance (per account per month)	\$0.05
d.	Authentication request (per request)	\$0.05

11. **BILLING ERROR AND DISPUTE PROCESSING.** (Optional Services)

11.1 **CUSTOMER ENTERED CHARGEBACK OR RETRIEVAL VIA ONLINE ENTRY.** No Charge

11.2 **CERTEGY ENTERED CHARGEBACK OR RETRIEVAL.** \$0.30 per keyed phase

11.3 **CERTEGY BASIC BILLING ERROR SERVICES.**

All cardholder contact (written and phone calls) is handled by institution. Certegy performs each dispute phase as required and corresponds with institution to enable institution to maintain account and communicate with cardholder:

a.	Retrieval	\$8.00/item
b.	1 st Chargeback	\$8.00/item
c.	2 nd Chargeback	\$8.00/item
d.	Pre-Arbitration	\$8.00/item
e.	Arbitration	\$8.00/item
f.	Pre-Compliance	\$8.00/item
g.	Compliance filing and/or Good Faith Collection.	\$8.00/item

*Certegy Card Services, Inc.
 ICBA Bancard, Inc.
 2003 Renewal Service Agreement
 Schedule E
 Signature Based Debit Card, and In-House/Pass-Through Credit Card
 Services and Fees
 Effective January 1, 2004*

11.4 **CERTEGY ENHANCED BILLING ERROR SERVICES.** Certegy handles all cardholder contact. This includes: receiving written disputes; handling phone calls for dispute initiation purposes; managing dispute status; creating and mailing cardholder letters including postage, and communication with institution to enable account maintenance.

a.	Retrieval	\$16.00
b.	1 ST Chargeback	\$16.00
c.	2 ND Chargeback	\$16.00
d.	Pre-Arbitration	\$25.00
e.	Arbitration	\$15.00
f.	Pre-Compliance	\$25.00
g.	Compliance Filing	\$15.00
h.	Good Faith Collection	\$25.00

11.5 **CERTEGY FRAUD SERVICES.** \$65.00/case
 Services include recovery of fraudulent transactions, all phases of the chargeback cycle, obtaining affidavits, and providing a close out package to the institution outlining final fraud balance for charge off or insurance claims

12. **OTHER FEES.**

12.1 **CENTER TRANSACTION FILE REVERSALS AND RECREATIONS** \$50.00/file + \$0.02/item

12.2 **ADDITIONAL TESTING** \$20.00/quarter hour

12.3 **RESEARCH** \$20.00/hour

13. **IMPLEMENTATION REIMBURSEMENT FEES.** \$2,500.00
 One-time fee assessed to cover the costs of establishing the Financial Institution's control file, initial two days on-site training, initial set of forms and supplies, operating manuals and updates.

14. **FORMS AND SUPPLIES.** Per Current Price List

15. **NON-GENERIC FORM.** (set up only, plus current fee for form) \$20.00/set-up run

16. **SYSTEM MANUALS/CD ROM.** \$45 Annual Subscription

17. **E - REPORTS.**

a.	Implementation Fee	\$75.00
b.	Monthly Fee	\$50/BIN (\$300 Maximum)
c.	Month Page Fee	\$0.005 per Page
d.	Recreate Purged Reports	\$150/day

Note: Files will be available for delivery at 3:00 PM local time, M-F and will remain available for 3 business days.

*Certegy Card Services, Inc.
 ICBA Bancard, Inc.
 2003 Renewal Service Agreement
 Schedule E
 Signature Based Debit Card, and In-House/Pass-Through Credit Card
 Services and Fees
 Effective January 1, 2004*

18.	<u>TAPE HANDLING FEE.</u>	\$9.50/tape
19.	<u>ON-SITE TRAINING FOR CUSTOMER SERVICE</u> (At Financial Institution's request)	Quoted Per Event*
	* Plus out-of-pocket expenses (airfare, accommodations, meals, etc. to be absorbed by Financial Institution).	
20.	<u>MONTHLY SERVICE MINIMUM</u>	
	Minimum billing per month, postage/courier, plastics and other ancillary and Pass Through Fee items are not included. The monthly minimum will begin the first month after a Financial Institution issues its first debit card, or six months after each Financial Institution signs its agreement with Certegy for the Debit Card program, whichever occurs first.	
20.1	Positive Authorization file user	\$250.00/month
20.2	Parameter Authorization file user	\$150.00/month
20.3	Gateway Switching Authorization	\$500.00/month
21.	<u>DECONVERSION.</u>	
21.1	<u>DECONVERSION FEES.</u> In the event a Financial Institution transfers all or a portion of its card base to another processor, an acquirer of Financial Institutions accounts or the Financial Institutions internal systems for any reason whatsoever, Financial Institution will be assessed \$0.75 per account transferred with a minimum total charge of \$3,000.00.	
21.2	<u>TRANSACTION HANDLING POST DECONVERSION.</u>	
a.	Facsimile Draft: Standard draft, cash advance, credit voucher or payment produced.	\$0.50/each
b.	Exception item: Any exception item received on deconverted BIN including, but not limited to, chargebacks, request for copies, manual adjustments.	\$20.00/each
c.	Cardholder transaction generated on magnetic tape.	\$75.00/tape + 0.02/item
22.	<u>AUDIT CONFIRMATIONS.</u> (excluding postage) This per Financial Institution per audit request fee includes:	
a.	Preparing and mailing audit confirmations upon written request	\$150.00
b.	Per account confirmation	\$0.10
23.	<u>NEURAL NETWORK MONITORING:</u> CRIS and/or Falcon® (optional service)	Separate contract required

*Certegy Card Services, Inc.
 ICBA Bancard, Inc.
 2003 Renewal Service Agreement
 Schedule E
 Signature Based Debit Card, and In-House/Pass-Through Credit Card
 Services and Fees
 Effective January 1, 2004*

24. DISPUTE MANAGEMENT SYSTEM.

a. A one-time Implementation Fee of \$750.00, plus the following fee per dispute, chargeback or retrieval:

Fewer than 25 chargebacks per month	\$1.00
25-49 chargebacks per month	\$0.80
50-74 chargebacks per month	\$0.70
75+ chargebacks per month	\$0.60

b. Web Access:

one time set up per terminal	\$50.00
per terminal per month	\$ 5.00

25. PASS-THROUGH FEE ITEMS. (Note: Pass Through Fee Items are not included in monthly minimum totals.)
 All fees and fee increases incurred by Certegy for the items listed below shall be passed on to the Institution.

25.1 COMPUTER REPORTS - MICRO FICHE. Includes:

a. Cardholder Package, per month per financial institution BIN/ICA	\$50.00
b. Business Card Package, per month per Financial Institution BIN/ICA	\$65.00

25.2 POSTAGE AND COURIER EXPENSES.

Cards, mailers and report/microfiche	Current postal/ courier rates
--------------------------------------	----------------------------------

25.3 ISSUER'S REIMBURSEMENT FEES.

Income earned by the Financial Institution based on published Visa/MasterCard rates for transactions.	Actual
--	--------

25.4 RETRIEVAL REQUEST FULFILLMENT FEE.

Photocopy, facsimile draft of original of sales draft, or credit voucher	Actual
--	--------

25.5 VISANET/BANKNET AND BASE II/NET.

Actual

25.6 CARD ASSOCIATION.

MasterCard International and Visa U.S.A. Inc. fees, dues and assessments paid by Certegy for transactions incurred for or on behalf of Financial Institution.	Actual
--	--------

25.7 SPONSORSHIP.

Sponsorship into MasterCard International, Visa U.S.A. Inc. and/or Regional/National Networks.

Sponsor's Rate

Certegy Card Services, Inc.

ICBA Bancard, Inc.

2003 Renewal Service Agreement

Schedule F

Debit Card including PIN and ATM Services and Fees

Effective January 1, 2004

certegy

*Certegy Card Services, Inc.
 ICBA Bancard, Inc.
 2003 Renewal Service Agreement
 Schedule F
 Debit Card including PIN and ATM Services and Fees
 Effective January 1, 2004*

1. **CARD ISSUANCE.** (excluding plastic and postage/delivery)
 Charges for standard embossing, encoding, and mail preparation of plastic cards. Per item charge includes generic card carrier, envelope, embossing, encoding and mail preparation.

1.1	TAPE OR TRANSMISSION	\$0.466/card
1.2	PAPER DOCUMENT	\$0.466/card
1.3	PULL SERVICE	\$5.00/card/PIN*
1.4	PRIORITY ISSUANCE (NEXT DAY)	\$5.00/card
1.5	EMERGENCY ISSUANCE (SAME DAY)	\$15.00/card
1.6	CARD ACTIVATION STICKERS: Institution using Certegy's Card Activation System Institution NOT using Certegy's Card Activation System	Included in Card Activation \$.10 per card
2. **CARD RECOVERY REWARDS.**
 Rewards paid to merchants or Financial Institution for capturing revoked cards. Actual Expense
3. **PIN GENERATION.**
 Includes PIN generation, printing of a generic data mailer and preparation for mailing. \$0.20/mailer + postage
 - a. PIN changes via IVR \$.55
 - b. PIN changes at ATM
 - b.1. One time set-up fee per financial institution \$250.00
 - b.2. PIN change generates an ATM transaction Applicable Authorization Fee under section 7
4. **POST MAILERS.**
 A data mailer prompting the cardholder to verify receipt of a recently mailed card. \$.126 mailer + postage
5. **CARD ACTIVATION.** (Optional Service)
 The following fee schedule will apply per debit card account issued, reissued or converted in, whether the card is activated, activation is declined or no activation attempt is made at all:

<u>Number of Accounts</u>	<u>Per Account Fee</u>
0 - 15,000	.85
15,001 - 30,000	.81
30,001 - 45,000	.77
45,001 and up	.73
6. **LOST/STOLEN CARD REPORT.**
 800 number available to cardholders to report lost/stolen accounts, 24 hours a day, 365 days a year. \$5.00/report

Certegy Card Services, Inc.
ICBA Bancard, Inc.
2003 Renewal Service Agreement
Schedule F
Debit Card including PIN and ATM Services and Fees
Effective January 1, 2004

7. AUTHORIZATION REQUESTS.

Merchant and ATM authorization are handled 24 hours-a day, 365 days a year. Authorization activity will be reviewed monthly and assessed against the tiers stated below. The fee will be based on the current month's volume.

For institutions requiring signature, PIN* and/or ATM terminal authorization processing.

<u>Monthly Authorization Requests</u>	<u>Fee Per Authorization</u>
0 - 12,000	\$0.070
12,001 - 60,000	\$0.065
60,001 - 108,000	\$0.060
108,001 - 300,000	\$0.050
300,001 and up (includes stand-in)	\$0.045

*PIN routing requiring regional network access.

8. MONETARY TRANSACTION PROCESSING.

Purchases, cash advance and credit vouchers that are transmitted to the Financial Institution in the Center Transaction File or via an online message. This fee is not applicable to single message transactions.

8.1 VISA/MASTERCARD

<u>Monthly Transactions</u>	<u>Fee Per Transaction</u>
1 - 1,000	\$0.10
1,001 - 2,000	\$0.09
2,001 - 5,000	\$0.08
5,001 - 10,000	\$0.07
10,001 - 20,000	\$0.06
20,001 - 30,000	\$0.05
30,001 - 40,000	\$0.04
40,001 - 50,000	\$0.03
50,001 and up	\$0.02

8.2 FACSIMILE DRAFTS.

Batch (paper)	\$0.30/item
Transmission tape	\$0.04/item

9. NON-MONETARY TRANSACTION PROCESSING.

Maintenance items include adding new accounts, implementing changes to files, the addition/removal of blocks, issuer's clearing service entry and outstanding authorizations in the center transaction file.

9.1 CERTEGY ENTERED	\$0.30/item
9.2 TRANSMISSION/TAPE	\$0.005/item

*Certegy Card Services, Inc.
 ICBA Bancard, Inc.
 2003 Renewal Service Agreement
 Schedule F
 Debit Card including PIN and ATM Services and Fees
 Effective January 1, 2004*

9.3	RETURNS/STOPS/COPIES	No Charge
9.4	POSITIVE BALANCE FILE UPDATES	\$.005/item
10. <u>VERIFIED BY VISA and/or MasterCard SecureCode.</u>		
Includes hosting of enrollment and authentication services, and front line customer service		
a.	Visa issuer program monthly per bank fee	\$20.00
b.	MasterCard issuer program monthly fee	\$20.00
c.	Enrolled account hosting and maintenance (per account per month)	\$0.05
d.	Authentication request (per request)	\$0.05
11. <u>BILLING ERROR AND DISPUTE PROCESSING.</u> (Optional Services)		
11.1	CUSTOMER ENTERED CHARGEBACK OR RETRIEVAL VIA ONLINE ENTRY.	No Charge
11.2	CERTEGY ENTERED CHARGEBACK OR RETRIEVAL.	\$0.30 per keyed phase
11.3	CERTEGY BASIC BILLING ERROR SERVICES. All cardholder contact (written and phone calls) is handled by institution. Certegy performs each dispute phase as required and corresponds with institution to enable institution to maintain account and communicate with cardholder:	
a.	Retrieval	\$8.00/item
b.	1 st Chargeback	\$8.00/item
c.	2 nd Chargeback	\$8.00/item
d.	Pre-Arbitration	\$8.00/item
e.	Arbitration	\$8.00/item
f.	Pre-Compliance	\$8.00/item
g.	Compliance filing and/or Good Faith Collection.	\$8.00/item
11.4	CERTEGY ENHANCED BILLING ERROR SERVICES. Certegy handles all cardholder contact. This includes: receiving written disputes; handling phone calls for dispute initiation purposes; managing dispute status; creating and mailing cardholder letters including postage, and communication with institution to enable account maintenance.	
a.	Retrieval	\$16.00
b.	1 ST Chargeback	\$16.00
c.	2 nd Chargeback	\$16.00
d.	Pre-Arbitration	\$25.00
e.	Arbitration	\$15.00
f.	Pre-Compliance	\$25.00
g.	Compliance Filing	\$15.00
h.	Good Faith Collection	\$25.00

Certegy Card Services, Inc.
ICBA Bancard, Inc.
2003 Renewal Service Agreement
Schedule F
Debit Card including PIN and ATM Services and Fees
Effective January 1, 2004

11.5	<u>CERTEGY FRAUD SERVICES.</u>	\$65.00/case
	Services include recovery of fraudulent transactions, all phases of the chargeback cycle, obtaining affidavits, and providing a close out package to the institution outlining final fraud balance for charge off or insurance claims	
12.	<u>FILE RESIDENCY.</u> Base on total number of accounts residing on the authorization file at month end.	
12.1	POSITIVE AUTHORIZATION/GATEWAY SWITCHING AUTHORIZATION	\$0.025/account
12.2	PARAMETER AUTHORIZATION	\$0.055/account
13.	<u>ACCOUNT INQUIRY.</u>	
	Account look-up relating to open to buy, credit limit, blocks and merchant authorization activity.	\$0.09/Inquiry
14.	<u>AUTOMATIC TELLER MACHINE ("ATM") SWITCH FEES.</u>	\$0.05 each
	Visa and/or MasterCard ATM transactions.	
15.	<u>TRANSMISSION FEE.</u>	
	Positive Authorization File, Card issuer file and center transaction file	
15.1	LOCAL CALL	\$0.029/minute
15.2	LONG DISTANCE CALL	\$0.285/minute
16.	<u>ON-LINE ACCESS.</u>	
	Dedicated or Dial-up available	Separate quote required
	Functionality to consider includes access to Certegy's host system, online authorizations via a gateway and reports via FTP.	
17.	<u>OTHER FEES.</u>	
17.1	CENTER TRANSACTION FILE REVERSALS AND RECREATIONS	\$50.00/file + \$0.02/item
17.2	ADDITIONAL TESTING	\$20.00/quarter hour
17.3	RESEARCH	\$20.00/hour
18.	<u>IMPLEMENTATION REIMBURSEMENT FEES.</u>	\$2,500.00
	One-time fee assessed to cover the costs of establishing the Financial Institution's control file, initial two days on-site training, initial set of forms and supplies, operating manuals and updates.	
19.	<u>FORMS AND SUPPLIES.</u>	Per Current Price List
20.	<u>NON-GENERIC FORM.</u> (set up only, plus current fee for form)	\$20.00/set-up run

Certegy Card Services, Inc.
ICBA Bancard, Inc.
2003 Renewal Service Agreement
Schedule F
Debit Card including PIN and ATM Services and Fees
Effective January 1, 2004

21.	<u>SYSTEM MANUALS/CD ROM.</u>	\$45 Annual Subscription
22.	<u>E - REPORTS.</u>	
a.	Implementation Fee	\$75.00
b.	Monthly Fee	\$50/BIN (\$300 Maximum)
c.	Month Page Fee	\$0.005 per Page
d.	Recreate Purged Reports	\$150/day
<p>Note: Files will be available for delivery at 3:00 PM local time, M-F and will remain available for 3 business days.</p>		
23.	<u>TAPE HANDLING FEE.</u>	\$9.50/tape
24.	<u>ON-SITE TRAINING FOR CUSTOMER SERVICE</u> (At Financial Institution's request)	Quoted Per Event*
	* Plus out-of-pocket expenses (airfare, accommodations, meals, etc. to be absorbed by Financial Institution).	
25.	<u>MONTHLY SERVICE MINIMUM</u>	
	Minimum billing per month, postage/courier, plastics and other ancillary and Pass Through Fee items are not included. The monthly minimum will begin the first month after a Financial Institution issues its first debit card, or six months after each Financial Institution signs its agreement with Certegy for the Debit Card program, whichever occurs first.	
25.1	Positive Authorization file user	\$250.00/month
25.2	Parameter Authorization file user	\$150.00/month
25.3	Gateway Switching Authorization	\$500.00/month
26.	<u>DECONVERSION.</u>	
26.1	<u>DECONVERSION FEES.</u> In the event a Financial Institution transfers all or a portion of its card base to another processor, an acquirer of Financial Institutions account or the Financial Institutions internal systems for any reason whatsoever, Financial Institution will be assessed \$0.75 per account transferred with a minimum total charge of \$3,000.00. If institution has both signature and PIN processing with Certegy and deconverts just PIN to another processor, deconversion fees apply.	
26.2	<u>TRANSACTION HANDLING POST DECONVERSION.</u>	
a.	Facsimile Draft: Standard draft, cash advance, credit voucher or payment produced.	\$0.50/each
b.	Exception item: Any exception item received on deconverted BIN including, but not limited to, chargebacks, request for copies, manual adjustments.	\$20.00/each
c.	Cardholder transaction generated on magnetic tape.	\$75.00/tape + 0.02/item

Certegy Card Services, Inc.
ICBA Bancard, Inc.
2003 Renewal Service Agreement
Schedule F
Debit Card including PIN and ATM Services and Fees
Effective January 1, 2004

27. **AUDIT CONFIRMATIONS.** (excluding postage) This per Financial Institution per audit request fee includes:

a.	Preparing and mailing audit confirmations upon written request	\$150.00
b.	Per account confirmation	\$0.10

28. **NEURAL NETWORK MONITORING:** CRIS and/or Falcon® (optional service) Separate contract required

29. **CERTIFICATION FEES.** \$2,500.00 min
A one time fee for the certification testing, including, but not limited to, regional networks, national networks or data processor interfaces. This fee applicable per project occurrence.

30. **ATM TERMINAL DRIVING FEES.**

30.1	Communication Expenses	As quoted
30.2	ATM Set-up Fees	\$250.00/terminal
30.3	ATM Terminal Support	\$85.00/terminal/month
30.4	Dial-up ATM Communication	\$.05/transaction (pass-through, subject to change)
30.5	National and Regional Network Access	\$50.00/network
30.6	ATM Screen Marketing Message	\$200.00/terminal load
30.7	ATM Marketing Receipt Change	\$200.00/terminal load
30.8	ATM Screen Change	\$200.00/terminal load
30.9	ATM Reload	No Cost
30.10	ATM Discontinuance Fee	\$500.00/project

31. **NETWORK ADJUSTMENT SYSTEM.**

31.1	Network Adjustment System	\$250.00 one time set-up fee
31.2	Adjustment submitted via Adjustment System	\$10.00/occurrence/ network
31.3	Adjustments performed by Certegy on behalf of client	\$16.00/occurrence/ network

*Certegy Card Services, Inc.
 ICBA Bancard, Inc.
 2003 Renewal Service Agreement
 Schedule F
 Debit Card including PIN and ATM Services and Fees
 Effective January 1, 2004*

32. **DISPUTE MANAGEMENT SYSTEM.**

a. A one-time Implementation Fee of \$750.00, plus the following fee per dispute, chargeback or retrieval:

Fewer than 25 chargebacks per month	\$1.00
25-49 chargebacks per month	\$0.80
50-74 chargebacks per month	\$0.70
75+ chargebacks per month	\$0.60

b. Web Access:

One time set up per terminal	\$50.00
Per terminal per month	\$ 5.00

33. **PASS-THROUGH FEE ITEMS.** (Note: Pass Through Fee Items are not included in monthly minimum totals.)
 All fees and fee increases incurred by Certegy for the items listed below shall be passed on to the Institution.

33.1 **COMPUTER REPORTS - MICRO FICHE.** Includes:

a. Cardholder Package, per month per financial institution BIN/ICA	\$50.00
b. Business Card Package, per month per Financial Institution BIN/ICA	\$65.00

33.2 **POSTAGE AND COURIER EXPENSES.**

Cards, mailers and report/microfiche	Current postal/ courier rates
--------------------------------------	----------------------------------

33.3 **ISSUER'S REIMBURSEMENT FEES.**

Income earned by the Financial Institution based on published Visa, MasterCard and/or Regional/National Networks rates for transactions.	Actual
---	--------

33.4 **RETRIEVAL REQUEST FULFILLMENT FEE.**

Photocopy, facsimile draft of original of sales draft, or credit voucher	Actual
--	--------

33.5 **VISANET/BANKNET AND BASE II/NET.**

Actual

33.6 **CARD ASSOCIATION.**

MasterCard International, Visa U.S.A. Inc. and/or Regional/ National Networks fees, dues and assessments, paid by Certegy for transactions incurred for or on behalf of Financial Institution.	Actual
---	--------

33.7 **SPONSORSHIP.**

Sponsor's Rate

Sponsorship into MasterCard International, Visa U.S.A. Inc. and/or Regional/National Networks.
--