

**RENEWAL #2 AND AMENDMENT #12 TO MASTER CONTRACT  
FOR EPAYMENT SOLUTIONS AND SERVICES (TR175)  
BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF FINANCIAL SERVICES  
AND BANK OF AMERICA, NATIONAL ASSOCIATION**

This Renewal #2 and Amendment #12 (collectively referred to as “Amendment”) to Contract TR175 as previously amended (“Amended Contract”), is made by and between the Department of Financial Services (Department), an agency of the state of Florida (State) and Bank of America, National Association (BANA or Contractor); collectively the Department and Contractor are referred to herein as “the Parties.” The terms of this Amendment are effective as of the date last signed below unless otherwise stated in this Amendment.

WHEREAS, the Department entered into the Amended Contract with the Contractor for epayment solutions and services effective June 12, 2013;

WHEREAS, the term of the Amended Contract was for a period of five (5) years ending on June 11, 2018, and allowed for renewals for a maximum of up to five (5) years upon agreement of all the parties;

WHEREAS, the Amended Contract was renewed for a period of three (3) years ending on June 11, 2021;

WHEREAS, on or about September 9, 2020, Department consented to allow Banc of America Merchant Services, LLC (BAMS) to transfer of all its rights and obligations under the Amended Contract to BANA;

WHEREAS, the Parties wish to renew and amend the Amended Contract;

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1) The terms and conditions of the Amended Contract are incorporated by reference as if fully rewritten herein.
- 2) Except as set forth below in Section 3 of this Amendment, the Parties agree to renew the Amended Contract, as further amended herein, for a two-year period to begin on June 12, 2021, and to remain in effect through June 11, 2023 (the “Extended Term”). At the expiration of the Extended Term, the Amended Contract and any and all obligations of Contractor related to providing Services thereunder will terminate. No further extensions will be permitted unless separately set forth in writing by the Parties.
- 3) The Parties agree that the term of the Payment Collection Gateway (“PCG”) Service is extended to December 31, 2021, and no further extensions will be permitted unless separately set forth in writing by the Parties. The Contractor will provide terms and conditions related to an alternative solution to the Department if it does not transition to a new service provider prior to October 11, 2021, and to Participants who elect to remain with BANA prior to October 11, 2021.
- 4) The Payment Biller Gateway portion of the Epayment Solution is rebranded and renamed Commerce Payment Portal. The new name is reflected in the Fee Schedule and on the Department’s analysis statement.

- 5) Effective as of July 1, 2020, (i) BAMS assigned to BANA, and BANA assumed, all BAMS' rights, title, interest, and obligations under, and the responsibility of delivery, installation, maintenance, and support services and all other provisions applicable to BAMS of, the Amended Contract ("BAMS-BANA Assignment"); (ii) references to "Banc of America Merchant Services, LLC," "Bank of America Merchant Services," and "BAMS" in the Amended Contract (including, without limitation, in the title thereof and in any attachments), mean BANA; and (iii) the Department waives secondary liability of BAMS in connection with the BAMS-BANA Assignment as set forth in Section 29 of the State of Florida PUR 1000 General Contract Conditions.
- 6) For the avoidance of doubt, the Parties acknowledge and agree that any assignment of the Amended Contract by the Contractor in accordance with the assignment provisions of the Amended Contract will result in the automatic assignment of all Participation Agreements, without consent by the Participants thereunder, provided that the Contractor provides notice of such assignment to each Participant. Further, Attachment D, Participation Agreement, to the Amended Contract is deleted in its entirety and replaced with the Attachment D, Participation Agreement, attached hereto and incorporated herein by reference.
- 7) The Parties agree to revise Section X of the Amended Contract as follows:
  - a) Subsection A. The following is hereby added to the end of Subsection A to Section X: "Any Participant may terminate its Participation Agreement at any time during the Extended Term upon providing Contractor no fewer than thirty (30) days' prior notice thereof."
  - b) Subsection E. The first two sentences of Subsection E to Section X are hereby deleted in their entirety and replaced with the following: "If the Contract is canceled or terminated prior to the expiration of the Extended Term, Contractor agrees to provide all reasonable termination assistance requested by the Department to facilitate the orderly transfer of such services to the Department or its designees through the earlier of either: (i) a period of six (6) months after such termination or cancellation or (ii) the expiration of the Extended Term. For avoidance of doubt, the Payment Collection Gateway will not be available as part of transition assistance after December 31, 2021."
- 8) The Parties agree that the Attachment B, Price Schedule, of the Amended Contract is hereby deleted in its entirety and replaced with the Attachment B, Price Schedule, attached hereto and incorporated herein by reference. The Parties agree that the pricing for eCheck guarantee services is included in Attachment B, Price Schedule, for convenience purposes only; such services are provided to Participants directly by Telecheck Services, Inc., and are governed by the provisions of the Telecheck Agreement, to which Contractor is not a party.
- 9) All other terms and conditions of the Amended Contract remain in effect. If and to the extent that any inconsistency may appear between the Amended Contract and this Amendment, the provisions of this Amendment shall control.

**Contract # TR175**

IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

**Department of Financial Services**

DocuSigned by:

By: \_\_\_\_\_

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Name: Scott Fennell

Title: Deputy Chief Financial Officer

Date: 1/12/2021 | 1:20 PM EST

**Bank of America, National Association**

By: \_\_\_\_\_

Name: Glenna S. Thompson

Title: Senior Vice President

Date: January 12, 2021

**Contract # TR175**

**Attachment B – Price Schedule**

Service Code Description	Frequency	Price	Min Volume	Max Volume	R/T Definition
<b>DFS 4444 Billing Group*</b>					
ACCOUNT MAINTENANCE	PER ACCOUNT / PER MONTH	25.0000	1	99999999	THE PER ACCOUNT / MONTHLY SERVICE CHARGE FOR MAINTAINING AN ANALYZED ACCOUNT.
ZBA-DEPOSITORY+ MASTER MAINT	PER ACCOUNT	25.0000	1	99999999	MONTHLY CHARGE ASSOCIATED WITH MAINTAINING A MASTER ACCOUNT WHICH IS USED FOR FUNDING OR COLLECTING FUNDS FROM THE ZBA/TER SUBSIDIARY ACCOUNTS. THIS CHARGE IS IN ADDITION TO STANDARD MAINTENANCE.
DEPOSITORY+ SUB ACCT MAINT	PER ACCOUNT	2.0000	1	99999999	THE MONTHLY CHARGE FOR MAINTAINING THE CUSTOMER-DEFINED IDENTIFICATION NUMBER FOR A DEPOSITORY+ SUBSIDIARY ACCOUNT; ATTACHING THAT NUMBER TO EACH TRANSACTION PRIOR TO REPORTING IT AND ROLLING TRANSACTION INFORMATION TO THE MASTER ACCOUNT.
CASHPRO ONLINE SUBSCRIPTION	PER ID / PER MONTH	20.0000	1	99999999	CASHPRO ONLINE PORTAL FEE; CHARGED FOR HAVING ACCESS TO CASHPRO ONLINE, IF THE ID HAS ONE OR MORE TREASURY APPS (ACH, ACH FPY, BILLPAY, GLOBAL PAYMENTS, PDR/CDR, RECEIVABLES) AND IS SETUP WITH COMMERCIAL OR LG. CORPORATE SEGMENT & STANDARD PRICE PLAN IN CP TOOL. NOTE: SERVICE CODE 1720 ALSO APPLIES IF CLIENT HAS PDR AND/OR CDR.
WIRE MONTHLY SUBSCRIPTION	PER MONTH	5.0000	1	99999999	CHARGE FOR USAGE OF GLOBAL PAYMENTS APPLICATION WHEN CLIENT'S SETUP WITH GPS PREMIUM PRICING PACKAGE. - 24 MONTH DATA RETENTION FOR REPORTS.
CASHPRO REPORTING SUBSCRIPTION	PER CO ID / PER MONTH	50.0000	1	99999999	INFORMATION REPORTING MONTHLY MAINTENANCE . MONTHLY CHARGED FOR HAVING ACCESS TO INFORMATION REPORTING APPLICATION WHEN COMPANY IS ENTITLED TO PDR AND/OR CDR. INCLUDES 24 MONTH DATA RETENTION FOR REPORTS.
CASHPRO ONLINE PDR ITEM	PER ITEM STORED	0.0600	1	99999999	CASHPRO PREMIUM PACKAGE; INFORMATION REPORTING SERVICES. PREVIOUS DAY REPORTING ITEM STORED 2 YEARS. PER ITEM STORED (LOADED ONE TIME).
CASHPRO ONLINE CDR ACCOUNT	PER ACCOUNT / PER MONTH	20.0000	1	99999999	MONTHLY MAINTENANCE CHARGE FOR EACH BOA (DOMESTIC OR INTERNATIONAL ) ACCOUNT ENTITLED TO CDR.
CASHPRO ONLINE COR ITEM	PER ITEM	0.0500	1	99999999	PER ITEM CHARGE FOR SUMMARY & DETAIL ITEMS (LOADED ONE TIME) -10 DAY STORAGE . (EXAMPLE SUMMARY FIELD: LEDGER BALANCE, COLLECTED BALANCE, 1 DAY FLOAT ETC), NO CHARGE FOR ZERO DOLLAR SUMMARY TOTAL FIELDS (EXAMPLE: TOTAL DEBITS, TOTAL LACH CREDITS ETC).. NOTE: ON AVERAGE A CLIENT MIGHT HAVE 10-15 SUMMARY FIELDS PER ACCOUNT PER DAY.
CASHPRO GP ACCTS ENTITLED		0.0000	1	99999999	THE MONTHLY FEE FOR REDEPOSITING AN ITEM WHICH HAS BEEN RETURNED BY THE PAY BANK TO THE DEPOSITOR'S ACCOUNT.
RETURNS-RECLEAR SERVICES	PER MONTH	1.0000	1	99999999	THE MONTHLY FEE FOR SENDING DUPLICATE COPIES OF THE RETURNED ITEM ADVICES TO A DIFFERENT ADDRESS THAN THE STATEMENT ADDRESS.
RETURNS-DUPLICATE ADVICE	PER MONTH	0.3500	1	99999999	MONTHLY MAINTENANCE FEE FOR CLIENTS USING OTHER SPECIAL INSTRUCTIONS OTHER THAN THE ONES WITH DESIGNATED BILLING CODE
RET ITEM OTHER SPECIAL INST	PER MONTH	0.0000	1	99999999	THE PER ITEM CHARGE FOR PHOTOCOPYING CHECKS, DEPOSIT TICKETS, ETC.
PHOTOCOPY-MANUAL	PER ITEM	10.0000	1	99999999	PER ITEM FEE CHARGED TO THE RECEIVER FOR POSTING AN ELECTRONIC ITEM TO A DDA ACCOUNT.
DEBITS POSTED-ELECTRONIC	PER ITEM	0.1500	1	99999999	PER ITEM FEE CHARGED TO THE RECEIVER FOR POSTING AN ELECTRONIC ITEM TO A DDA ACCOUNT.
CREDITS POSTED-ELECTRONIC	PER ITEM	0.1500	1	99999999	THE PER STATEMENT CHARGE FOR ANY SCHEDULED STATEMENT MORE THAN ONE PER MONTH FOR DEPOSIT ACCOUNT STATEMENTS OVER 1
	PER STATEMENT (OVER 1 PER MONTH)	25.0000	2	99999999	THE MONTHLY MAINTENANCE FEE FOR IMAGE ACCESS VIA CASHPRO ONLINE: THIS FEE IS ASSESSED ON EACH ACCOUNT, AND RECALCULATED FOR GROUP LEVEL PRICING ON ACCOUNT ANALYSIS.
CASHPRO IMAGE SUBSCRIPTION	PER ACCT/GRP	0.0000	1	99999999	A PER REPORT CHARGE TO DELIVER AN OPTIONAL ACH REPORT ELECTRONICALLY, INCLUDING VIA ECHANNEL TRANSMISSION AND OTHER ELECTRONIC DELIVERY METHODS.
ACH OPTIONAL RPTS-ELECTRONIC	PER REPORT	1.0000	1	99999999	A PER REPORT CHARGE TO FAX OPTIONAL ACH REPORTS.
ACH OPTIONAL REPORTS-FAX	PER ITEM	10.0000	1	99999999	PER ITEM CHARGE TO DELETE OR REVERSE AN ACH ITEM PREVIOUSLY ORIGINATED BY THE CLIENT.
ACH DELETE/REVERSAL	PER ITEM	20.0000	1	99999999	PER ITEM FEE TO PROCESS AN ACH RETURN ITEM PREVIOUSLY ORIGINATED BY THE CLIENT.
ACH RETURN ITEM	PER ITEM	1.0000	1	99999999	A PER ITEM SURCHARGE FOR DEBIT ORIGINATION CLIENTS TO REDEPOSIT/REDISTRIBUTE AN ACH ITEM THAT HAS BEEN RETURNED DUE TO NSF OR UNCOLLECTED FUNDS. THIS IS AN OPTIONAL SERVICE THAT A CLIENT CAN REQUEST.
ACH RECEIVERS	PER ITEM	1.0000	1	99999999	MONTHLY CHARGE TO RECEIVE A TRANSMITTED NACHA FORMATTED FILE OF ACH RECEIVED AND/OR RETURNED ITEMS, AND NOCS (NOTIFICATIONS OF CHANGE).
ACH OUTPUT-FILE	PER MONTH	25.0000	1	99999999	MONTHLY FEE TO MAINTAIN A COMPANY ID ON THE ACH SYSTEM.
ACH MONTHLY MAINTENANCE	PER ACH COMPANY ID, PER MONTH	25.0000	1	99999999	PER FILE FEE TO PROCESS ACH ENTRIES THAT ARE DELIVERED TO BANK OF AMERICA VIA A DATA TRANSMISSION.
ACH INPUT-FILE	PER FILE	5.0000	1	99999999	THE CHARGE PER INSTRUCTION ON FILE TO ALLOW SELECTED ACH CREDITS AND/OR DEBITS TO POST TO A CORPORATE ACCOUNT. THIS FEE IS APPLIED TO EACH BLOCK, WHICH IS AN INSTRUCTION. THIS FEE IS APPLIED TO EACH AUTHORIZATION, WHICH IS AN INSTRUCTION.
ACH BLOCKS AUTH INSTRUCTIONS	PER BLOCK AND PER FILTER	1.0000	1	99999999	THE MONTHLY FEE TO MAINTAIN AN ACCOUNT ON THE ACH BLOCK / AUTHORIZATION SYSTEM.
ACH BLOCKS AUTH MAINTENANCE	PER ACCOUNT	5.0000	1	99999999	

ACH OUTPUT FILE-POSTED ITEMS PH OR STND ORDER TEMP STORE	PER ITEM PER ITEM	0.0500 15.000	1 1	99999999 99999999	CHARGE FOR EACH ENTRY DETAIL AND ADDENDA ITEM INCLUDED ON AN ACH RECEIVED ITEM FILE FEE FOR EACH PAYMENT TEMPLATE STORED ON THE WIRE SYSTEM.
ELEC WIRE OUT-DOMESTIC	PER WIRE	5.0000	1	99999999	THE PER WIRE CHARGE FOR AN OUTGOING, ELECTRONICALLY INITIATED, DOMESTIC WIRE BEING SENT TO A BENEFICIARY AT A BANK IN THE U.S.
INCOMING DOMESTIC WIRE	PER WIRE	5.0000	1	99999999	THE PER WIRE CHARGE TO RECEIVE A FEDWIRE TRANSFER THAT WAS SENT FROM ANOTHER US BANK.
CASHPRO GP CLUST MINT TMPLT STRG	PER ITEM	1.0000	1	99999999	NUMBER OF ELECTRONIC TEMPLATES THAT ARE CREATED AND MAINTAINED BY THE CLIENT ON THE CASHPRO ONLINE GLOBAL PAYMENT SERVICES APPLICATION.
ACH NOT OF CHANGE (NOC)	PER ITEM PER REPORT	15.000 10.0000	1 1	99999999 99999999	CASHPRO FEE FOR AN ACH NOTIFICATION OF CHANGE (NOC) ITEM SENT BY THE RECEIVERS FINANCIAL INSTITUTION TO NOTIFY THE ORIGINATOR THAT THE INFORMATION ON AN ACH TRANSACTION ISERRONEOUS OR HAS BECOME OUTDATED.
ACH STANDARD REPORTS-FAX	PER REPORT	10.0000	1	99999999	A PER REPORT CHARGE TO FAX A STANDARD REPORT.
ACH STANDARD RPTS-ELECTRONIC	PER REPORT	10.0000	1	99999999	A PER REPORT CHARGE TO DELIVER STANDARD ACH REPORTS ELECTRONICALLY. THIS INCLUDES REPORT DELIVERY ONLINE, VIA TRANSMISSION AND OTHER ELECTRONIC METHODS.
ACH OFF US CREDITS	PER ITEM	0.1000	1	99999999	PER ITEM FEE TO ORIGINATE A FUTURE-DATED ACH ITEM WHICH IS DESTINED FOR AN ACCOUNT HOLDER AT ANOTHER FINANCIAL INSTITUTION.
ACH ON US DEBITS	PER ITEM	0.1000	1	99999999	PER ITEM FEE TO ORIGINATE A FUTURE-DATED ACH ITEM WHICH IS DESTINED FOR ANOTHER BANK OF AMERICA ACCOUNT HOLDER.
ACH OFF US DEBITS-SAME DAY	PER ITEM	0.1000	1	99999999	PER ITEM FEE TO ORIGINATE ELIGIBLE ACH TRANSACTIONS DESTINED FOR AN ACCOUNT AT ANOTHER FINANCIAL INSTITUTION. ITEMS > \$25.00 AND NON-MONETARY TRANSACTIONS, INCLUDING PRENOTES AND ZERO DOLLAR ENTRIES THAT CONVEY REMITTANCE INFORMATION, ARE ELIGIBLE FOR SAME-DAY PROCESSING.
ACH UNAUTHORIZED ENTRY	PER ITEM	4.5000	1	99999999	PER ITEM FEE TO PROCESS AN ACH DEBIT RETURNED FOR UNAUTHORIZED REASONS AND PREVIOUSLY ORIGINATED BY THE CLIENT. THIS FEE IS IN ADDITION TO THE ACH RETURN ITEM FEE.
ACH CREDIT RECEIVED ITEM	PER ITEM	0.0500	1	99999999	THE PER ITEM FEE CHARGED TO THE RECEIVER FOR PROCESSING AN ACH ITEM OR ACH SETTLEMENT ENTRY DESTINED FOR POSTING TO A DDA ACCOUNT.
ACH DEBIT RECEIVED ITEM	PER ITEM	0.0500	1	99999999	THE PER ITEM FEE CHARGED TO THE RECEIVER FOR PROCESSING AN ACH ITEM OR ACH SETTLEMENT ENTRY DESTINED FOR POSTING TO A DDA ACCOUNT.
NETWORK MAINTENANCE	AMOUNT	300.0000	1	99999999	A CHARGE FOR U.S. BASED ACCOUNT INFORMATION TRANSMISSIONS.
CASHPRO TRANSMISSION PDR ACCT	PER ACCOUNT	20.0000	1	99999999	THE PER ACCOUNT CHARGE FOR PROVIDING PREVIOUS DAY BALANCE AND/OR DETAIL INFORMATION IN A TRANSMISSION TO THE CLIENT VIA THE MACHINE TO MACHINE (M2M) REPORTING SERVICE
CASHPRO TRANSMISSION PDR ITEM	PER ITEM	0.0500	1	99999999	THE PER ITEM FEE TO SEND PREVIOUS DAY ACCOUNT INFORMATION VIA A DIRECT MACHINE TO MACHINE TRANSMISSION FROM BANK OF AMERICA.
CASHPRO CONNECT CDR ACCT	PER MONTH	20.0000	1	99999999	CASHPRO HOST TO HOST INFORMATION REPORTING SERVICES, CURRENT DAY BOA REPORTING ACCOUNT. PER ACCOUNT. PER MONTH.
CASHPRO CONNECT CDR ITEM	PER ITEM	0.0800	1	99999999	CASHPRO HOST TO HOST INFORMATION REPORTING SERVICES, CURRENT DAY BOA ITEM STORED 12-MONTHS. PER ITEM STORED (ONE TIME).
<b>PCG Convenience Fee 1760 Group*</b>					
ACCOUNT MAINTENANCE* <sup>a</sup> PCG Convenience Fee Group Price Only	PER ACCOUNT / PER MONTH	0.0000	1	99999999	THE PER ACCOUNT MONTHLY SERVICE CHARGE FOR MAINTAINING AN ANALYZED ACCOUNT.
DEPOSIT ACCOUNT STATEMENTS OVER 1 * <sup>a</sup> PCG Convenience Fee Group Price Only	PER STATEMENT (OVER 1 PER MONTH)	0.0000	2	99999999	THE PER STATEMENT CHARGE FOR ANY SCHEDULED STATEMENT MORE THAN ONE PER MONTH FOR CUSTOMERS.
<b>CashPro Biller Gateway 1785 Group*</b>					
ACCOUNT MAINTENANCE	PER ACCOUNT / PER MONTH	25.0000	1	99999999	THE PER ACCOUNT MONTHLY SERVICE CHARGE FOR MAINTAINING AN ANALYZED ACCOUNT.
BANKING CENTER DEPOSIT	PER DEPOSIT	3.5000	1	99999999	THE FEE FOR PRESENTING A DEPOSIT TO A TELLER IN A BANKING CENTER FOR CREDIT TO THE ACCOUNT AND IMMEDIATE VERIFICATION OF THE CASH PORTION OF THE DEPOSIT. THIS FEE IS APPLIED PER DEPOSIT.
DEPOSIT BANK ASSESSMENT* <sup>b</sup> Pass thru subject to change, please see disclosures	PER \$1,000	0.1461			MONTHLY CHARGE FOR DEPOSIT BALANCES. A FEE BASED ON THE ACCOUNT'S AVERAGE POSITIVE LEDGER BALANCES FOR THE MONTH.
PAYOUT PORTAL CHARGEBACKS	PER ITEM	2.0000	1	99999999	PER TRANSACTION FEE FOR RETURNS ON THE PAYMENT PORTAL.
CHECKS DEPOSITED-BKG CENTER	PER ITEM	0.2200	1	99999999	PAPER CHECK DEPOSITS MADE IN A BANKING CENTER.
CREDITS POSTED-ELECTRONIC	PER ITEM	0.1500	1	99999999	PER ITEM FEE CHARGED TO THE RECEIVER FOR POSTING AN ELECTRONIC ITEM TO A DDA ACCOUNT.
DEPOSIT ACCOUNT STATEMENTS OVER 1	PER STATEMENT (OVER 1 PER MONTH)	25.0000	2	99999999	THE PER STATEMENT CHARGE FOR ANY SCHEDULED STATEMENT MORE THAN ONE PER MONTH FOR CUSTOMERS.
GENERAL DISBURSEMENT PER ITEM	PER CHECK	0.1800	1	99999999	THE GENERAL DISBURSEMENT PER ITEM CHECKS PAID CHARGE FOR RECEIVING IMAGES ONLY OF PAID CHECKS AND IMAGE STATEMENT.
PAYOUT PORTAL-PROFESSIONAL	PER MONTH	225.0000	1	99999999	MONTHLY MAINTENANCE FEE FOR THE PAYMENT PORTAL PROFESSIONAL PACKAGE ON PARENT CLIENT ACCOUNT.

PAYMENT PORTAL TRANSACTIONS**CashPro Biller Gateway Group Price Only	PER ITEM	0.1450	1	99999999	PER TRANSACTION FEE ON THE PAYMENT PORTAL.
ACH OPTIONAL RPTS-ELECTRONIC	PER REPORT	1.0000	1	99999999	A PER REPORT CHARGE TO DELIVER AN OPTIONAL ACH REPORT ELECTRONICALLY, INCLUDING VIA CHANNEL, TRANSMISSION AND OTHER ELECTRONIC DELIVERY METHODS.
ACH MONTHLY MAINTENANCE	PER ACH COMPANY ID, PER MONTH	25,0000	1	99999999	MONTHLY FEE TO MAINTAIN A COMPANY ID ON THE ACH SYSTEM.
ACH ON US DEBITS	PER ITEM	0.1000	1	99999999	PER ITEM FEE TO ORIGINATE A FUTURE-DATED ACH ITEM WHICH IS DESTINED FOR ANOTHER BANK OF AMERICA ACCOUNT HOLDER.
ACH OFF US DEBITS	PER ITEM	0.1000	1	99999999	PER ITEM FEE TO ORIGINATE ELIGIBLE ACH TRANSACTIONS DESTINED FOR AN ACCOUNT AT ANOTHER FINANCIAL INSTITUTION. ITEMS > \$25,000 AND NON-MONETARY TRANSACTIONS, INCLUDING PRENOTES AND ZERO DOLLAR ENTRIES THAT CONVEY REMITTANCE INFORMATION, ARE ELIGIBLE FOR SAME-DAY PROCESSING.
ACH ON US DEBITS-SAME DAY	PER ITEM	0.1000	1	99999999	PER ITEM FEE TO ORIGINATE AN ACH DEBIT WHICH IS DESTINED FOR ANOTHER BANK OF AMERICA ACCOUNT HOLDER WITH A SAME-DAY SETTLEMENT DATE.
ACH CREDIT RECEIVED ITEM	PER ITEM	0.0500	1	99999999	THE PER ITEM FEE CHARGED TO THE RECEIVER FOR PROCESSING AN ACH ITEM OR ACH SETTLEMENT ENTRY DESTINED FOR POSTING TO A DDA ACCOUNT.
STATEMENT COPY	PER ITEM	20,0000	1	99999999	THE PER ITEM CHARGE FOR PROVIDING A PHOTOCOPY OF A CLIENT'S DDA STATEMENT UPON REQUEST. CLIENT HAS THE OPTION OF RECEIVING THE STATEMENT COPY WITH OR WITHOUT COPIES OF THE ACCOMPANYING CHECKS. IF CHECK COPIES ARE REQUESTED, CHECK PHOTOCOPY FEES APPLY.
<b>PCG 1785 Group*</b>					
ACCOUNT MAINTENANCE	PER ACCOUNT / PER MONTH	25,0000	1	99999999	THE PER ACCOUNT MONTHLY SERVICE CHARGE FOR MAINTAINING AN ANALYZED ACCOUNT.
BANKING CENTER DEPOSIT	PER DEPOSIT	3,5000	1	99999999	THE FEE FOR PRESENTING A DEPOSIT TO A TELLER IN A BANKING CENTER FOR CREDIT TO THE ACCOUNT AND IMMEDIATE VERIFICATION OF THE CASH PORTION OF THE DEPOSIT. THIS FEE IS APPLIED PER DEPOSIT.
DEPOSIT BANK ASSESSMENT **Pass thru subject to change, please see disclosures	PER \$1000	0.1461			MONTHLY CHARGE FOR DEPOSIT BALANCES. A FEE BASED ON THE ACCOUNT'S AVERAGE POSITIVE LEDGER BALANCES FOR THE MONTH.
PAYOUT PORTAL CHARGEBACKS	PER ITEM	2,0000	1	99999999	PER TRANSACTION FEE FOR RETURNS ON THE PAYMENT PORTAL.
PAYOUT PORTAL IVR MINUTES	PER MINUTE	0.1000	1	99999999	CASHPRO ONLINE PORTAL FEE: CHARGED FOR HAVING ACCESS TO CASHPRO ONLINE, IF THE ID HAS ONE OR MORE TREASURY APPS (ACH, ACH PPV, BILLPAY, GLOBAL PAYMENTS, PDR/CDR, RECEIVABLES) AND IS SETUP WITH COMMERCIAL ORIG. CORPORATE SEGMENT & STANDARD PRICE PLAN IN CP TOOL. NOTE: SERVICE CODE 1720 ALSO APPLIES IF CLIENT HAS PDR AND/OR CDR.
CASHPRO ONLINE SUBSCRIPTION	PER ID/ PER MONTH	20,0000	1	99999999	INFORMATION REPORTING MONTHLY MAINTENANCE. MONTHLY CHARGED FOR HAVING ACCESS TO CASHPRO ONLINE PORTAL FEE: CHARGED FOR HAVING ACCESS TO CASHPRO ONLINE, IF THE ID HAS ONE OR MORE TREASURY APPS (ACH, ACH PPV, BILLPAY, GLOBAL PAYMENTS, PDR/CDR, RECEIVABLES) AND IS SETUP WITH COMMERCIAL ORIG. CORPORATE SEGMENT & STANDARD PRICE PLAN IN CP TOOL. NOTE: SERVICE CODE 1720 ALSO APPLIES IF CLIENT HAS PDR AND/OR CDR.
CASHPRO REPORTING SUBSCRIPTION	PER CO ID / PER MONTH	50,0000	1	99999999	INCLUDES 24 MONTH DATA RETENTION FOR REPORTS.
CASHPRO ONLINE CDR ACCOUNT	PER ACCOUNT / PER MONTH	20,0000	1	99999999	MONTHLY MAINTENANCE CHARGE FOR EACH BOA (DOMESTIC OR INTERNATIONAL ) ACCOUNT ENTITLED TO CDR.
CASHPRO ONLINE CDR ITEM	PER ITEM	0.0500	1	99999999	PER ITEM CHARGE FOR SUMMARY & DETAIL ITEMS LOADED ONE TIME -10 DAY STORAGE . (EXAMPLE SUMMARY FIELD: LEDGER BALANCE, COLLECTED BALANCE, 1 DAY FLOAT ETC.) NO CHARGE FOR ZERO DOLLAR SUMMARY TOTAL FIELDS. (EXAMPLE: TOTAL DEBITS, TOTAL ACH CREDITS ETC).. NOTE: ON AVERAGE A CLIENT MIGHT HAVE 10-15 SUMMARY FIELDS PER ACCOUNT PER DAY.
CURR/COIN DEP/\$100-BKG CTR	PER \$100	0.3500	1	99999999	THE FEE FOR COUNTING THE CASH PORTION OF A DEPOSIT AT THE TIME OF PROCESSING THE DEPOSIT FOR CREDIT TO THE ACCOUNT. THIS FEE IS APPLIED TO EACH \$100 CASH DEPOSITED AT A BANKING CENTER. THIS IS ALSO KNOWN AS IMMEDIATE VERIFICATION.
CREDITS POSTED-ELECTRONIC	PER ITEM	0.1500	1	99999999	PER ITEM FEE CHARGED TO THE RECEIVER FOR POSTING AN ELECTRONIC ITEM TO A DDA ACCOUNT.
DEPOSIT ACCOUNT STMTS OVER 1	PER STATEMENT (OVER 1 PER MONTH)	0.0000	2	99999999	THE PER STATEMENT CHARGE FOR ANY SCHEDULED STATEMENT MORE THAN ONE PER MONTH FOR CUSTOMERS.
PAYOUT PORTAL-PROFESSIONAL	PER MONTH	225,0000	1	99999999	MONTHLY MAINTENANCE FEE FOR THE PAYMENT PORTAL PROFESSIONAL PACKAGE ON PARENT CLIENT ACCOUNT.
PAYOUT PORTAL TRANSACTIONS**PCG Group Price Only	PER ITEM	0.1800	1	250000	PER TRANSACTION FEE ON THE PAYMENT PORTAL.
PAYOUT PORTAL TRANSACTIONS**PCG Group Price Only	PER ITEM	0.1500	250000	500000	PER TRANSACTION FEE ON THE PAYMENT PORTAL.
PAYOUT PORTAL TRANSACTIONS**PCG Group Price Only	PER ITEM	0.1200	500000	100000	PER TRANSACTION FEE ON THE PAYMENT PORTAL.
PAYOUT PORTAL-IVR MAINT	PER MONTH	0.0900	100000	99999999	PER TRANSACTION FEE ON THE PAYMENT PORTAL.
CHECK DEPOSIT-ICL OR RDSO	PER DEPOSIT	500,0000	1	99999999	MONTHLY MAINTENANCE FEE FOR EACH IVR ACCOUNT SETUP ON THE PAYMENT PORTAL.
REMOTE DEP-ACCOUNT MAINTENANCE	PER ACCOUNT	0.5000	1	99999999	RECEIPT OF A TRANSMISSION WHICH CONTAINS A DEPOSIT OF AN IMAGE CASH LETTER.
REMOTE DEP CK IMAGE PROCESSING	PER ITEM	15,0000	1	99999999	MONTHLY MAINTENANCE FEE
RDSOL-ITEM STORAGE	PER ITEM	0.1100	1	99999999	PROCESSING FEE PER ITEM
IMAGE DEPOSITED ITEMS-RDSO	PER ITEM	0.0000	1	99999999	THE ROLLING 45 DAY STORAGE OF REMOTE DEPOSIT DEPOSITED ITEMS IMAGES WITHIN THE REMOTE PORTAL APPLICATION WITHIN CASHPRO.
ACH RETURN ITEM	PER ITEM	0.0400	1	99999999	BUNDLED PRICE FOR ITEMS CLEARED AS IMAGES VIA RDSO
ACH MONTHLY MAINTENANCE	PER ACH COMPANY ID, PER MONTH	10,0000	1	99999999	PER ITEM FEE TO PROCESS AN ACH RETURNED ITEM PREVIOUSLY ORIGINATED BY THE CLIENT.
		25,0000	1	99999999	MONTHLY FEE TO MAINTAIN A COMPANY ID ON THE ACH SYSTEM.

ACH INPUT-ECHANNEL	PER FILE	5,000.00	1	99999999	PER FILE FEE TO PROCESS ACH ITEM(S) THAT WERE DELIVERED VIA A BANK PROVIDED ECHANNEL SERVICE, SUCH AS CASHPRO.
ACH ORIGINATED ADDENDA	PER ADDENDA RECORD	0.0180	1	99999999	PER ITEM FEE TO ORIGINATE ADDENDA RECORDS ACCOMPANYING AN ACH ITEM. AN ADDENDUM RECORD IS AN OPTIONAL ACH RECORD TYPE THAT CARRIES SUPPLEMENTAL DATA NEEDED TO IDENTIFY AN ACCOUNT HOLDER OR PROVIDE ADDITIONAL INFORMATION CONCERNING THE ITEM.
ACH NOTIF OF CHANGE (NOC)	PER ITEM	1.5000	1	99999999	PER ITEM FEE FOR AN ACH NOTIFICATION OF CHANGE (NOC) ITEM SENT BY THE RECEIVER'S FINANCIAL INSTITUTION TO NOTIFY THE ORIGINATOR THAT THE INFORMATION ON AN ACH TRANSACTION IS ERRONEOUS OR HAS BECOME OUTDATED.
ACH STANDARD RPTS-ELECTRONIC	PER REPORT	10,000.00	1	99999999	A PER REPORT CHARGE TO DELIVER STANDARD ACH REPORTS ELECTRONICALLY. THIS INCLUDES REPORT DELIVERY ONLINE, VIA TRANSMISSION AND OTHER ELECTRONIC METHODS.
ACH OFF US CREDITS	PER ITEM	0.1000	1	99999999	PER ITEM FEE TO ORIGINATE A FUTURE-DATED ACH ITEM WHICH IS DESTINED FOR AN ACCOUNT HOLDER AT ANOTHER FINANCIAL INSTITUTION.
ACH ON US DEBITS	PER ITEM	0.1000	1	99999999	PER ITEM FEE TO ORIGINATE A FUTURE-DATED ACH ITEM WHICH IS DESTINED FOR ANOTHER BANK OF AMERICA ACCOUNT HOLDER.
ACH OFF US DEBITS	PER ITEM	0.1000	1	99999999	PER ITEM FEE TO ORIGINATE ELIGIBLE ACH TRANSACTIONS DESTINED FOR AN ACCOUNT AT ANOTHER FINANCIAL INSTITUTION. ITEMS < \$25,000 AND NON-MONETARY TRANSACTIONS, INCLUDING PRENOTES AND ZERO DOLLAR ENTRIES THAT CONVEY REMITTANCE INFORMATION, ARE ELIGIBLE FOR SAME-DAY PROCESSING.
ACH CREDIT RECEIVED ITEM	PER ITEM	0.0500	1	99999999	THE PER ITEM FEE CHARGED TO THE RECEIVER FOR PROCESSING AN ACH ITEM OR ACH SETTLEMENT ENTRY DESTINED FOR POSTING TO A DDA ACCOUNT.
ACH DEBT RECEIVED ITEM	PER ITEM	0.0500	1	99999999	THE PER ITEM FEE CHARGED TO THE RECEIVER FOR PROCESSING AN ACH ITEM OR ACH SETTLEMENT ENTRY DESTINED FOR POSTING TO A DDA ACCOUNT.
PAYOUT PORTAL-IVR TRANS	PER ITEM	0.5000	1	99999999	FEES CHARGED ON TRANSACTIONS INITIATED THROUGH IVR ON THE PAYMENT PORTAL.
<b>Incidental/Optional/Misc. Items</b>					
VULT DEPOSIT	PER DEPOSIT	15,000.00	1	99999999	PER DEPOSIT FEE FOR PROCESSING A DEPOSIT DELIVERED TO A CASH VAULT. ALSO MAY APPLY TO DEPOSITS MADE IN A NIGHT DROP IF DELIVERED DIRECTLY TO THE CASH VAULT FOR PROCESSING.
DEBITS POSTED-OTHER	PER ITEM	0.1500	1	99999999	FEES TO POST PAPER DEBIT TRANSACTIONS WITH THE EXCEPTION OF CHECKS PAID.
DEPOSIT CORRECTION-NON-CASH	PER CORRECTION	8.0000	1	99999999	CHARGE FOR PROCESSING A DEBIT OR CREDIT ADJUSTMENT TO AN ACCOUNT RESULTING FROM AN INACCURATE CHECK AMOUNT RECORDED ON A DEPOSIT SLIP.
CASHPRO ARP REPORTS	PER MONTH PER ACCOUNT	25,000.00	1	99999999	CHARGE FOR ANY/FULL RECONCILIATION REPORTS PASSED TO CPO, STANDARD & OPTIONAL RPT. 24 MONTH RETENTION. BILLED BY CPO.
CURR/COIN DEP/\$100-QBL-ND	PER \$100	0.3500	1	99999999	THE FEE FOR COUNTING THE CASH PORTION OF A POST-VERIFIED DEPOSIT IS COUNTED AFTER THE DEPOSIT IS PROCESSED FOR CREDIT TO THE ACCOUNT. THIS FEE IS APPLIED TO EACH \$100 CASH DEPOSITED.
CURR/COIN DEP/\$100-VLT	PER \$100	0.3500	1	99999999	THE FEE FOR PROCESSING THE CASH PORTION OF A DEPOSIT DELIVERED DIRECTLY TO CASH VAULT BY CLIENT'S ARMORED CARRIER. THE FEE IS APPLIED TO EACH \$100 OF CASH DEPOSITED.
RIMAGE TRANS MAINTENANCE	PER ACCOUNT	150,000.00	1	99999999	MONTHLY MAINTENANCE FEE FOR RETURN ITEMS BULK IMAGE TRANSMISSION OF CHARGEBACKS
RETURN-E-MAIL(IMAGE)	PER ITEM	0.8000	1	99999999	PER ITEM FEE FOR EACH RETURN SENT TO CLIENT VIA EMAIL.
RETURN-ERIN	PER ITEM	0.5000	1	99999999	THE TRANSMISSION OF MICR LINE INFORMATION, REASON RETURN (CHARGEBACKS ONLY), DEPOSIT/CHARGE ACCT NUMBERS AND RETURN/DEPOSIT DATES VIA THE ERIN SERVICE.
RETURN-CHARGEBACK	PER ITEM	1.5000	1	99999999	BACK TO THE DEPOSITOR'S ACCOUNT.
RETURN-REGCLEAR	PER ITEM	1.0000	1	99999999	THE CHARGE FOR REDEPOSITING AN ITEM WHICH HAS BEEN RETURNED BY THE PAYER BANK TO THE DEPOSITOR'S ACCOUNT. A PER ITEM CHARGE.
NON STD BAG SURCHARGE	PER BAG	5,000.00	1	99999999	THE FEE FOR DELIVERING CASH VAULT DEPOSITS IN A NON PLASTIC DEPOSIT BAG. THE CHARGE IS APPLIED PER BAG DELIVERED TO THE CASH VAULT.
DEP CORRECTION-CASH	PER CORRECTION	8,000.00	1	99999999	THE FEE FOR A DISCREPANCY FOUND BETWEEN CLIENT'S DECLARED AMOUNT OF CASH DEPOSITED CENTER CASH DEPOSITS AND IS APPLIED PER DEPOSIT REQUIRING ADJUSTMENT. ALSO APPLIED FOR A MISSING DEPOSIT TICKET.
DEP CONDITIONING-SURCHG-VAULT	PER DEPOSIT	10,000.00	1	99999999	PER DEPOSIT CHG FOR DEPOSITS DELIVERED TO A VAULT WHICH DO NOT MEET STD VAULT DEPOSIT PREPARATION CRITERIA (E.G., CURRENCY IS NOT PRESENTED ORDERLY THE CHARGE IS APPLIED FOR EACH DEPOSIT, NOT PRESENTED PER DEPOSIT INSTRUCTIONS).
RETURNS-SPECIAL DELIVERY	PER OCCURRENCE	3,000.00	1	99999999	CHARGE OCCURS WHEN RETURNED ITEMS AND ADVICES ARE PACKAGED FOR DELIVERY TO CLIENTS VIA THEIR EXPRESS DELIVERY PROVIDER RATHER THAN U.S. MAIL. THIS IS A DAILY FEE ONLY WHEN ACTIVITY OCCURS.
CHECKS DEPOSITED-ITEMS-PROC	PER ITEM	0.2200	1	99999999	PAPER CHECK DEPOSITS MADE THROUGH AN ITEM PROCESSING SITE.
CHECKS DEPOSITED-CASH/VULT	PER ITEM	0.2200	1	99999999	PAPER CHECK DEPOSITS MADE THROUGH A CASH VAULT.
CHECKS DEPOSITED-ATM	PER ITEM	0.2200	1	99999999	PAPER CHECK DEPOSITS MADE THROUGH NON-IMAGE ATM'S.

STOP PAY AUTOMATED<=12 MONTHS	PER STOP PLACED OR RE-ISSUED	15,000.00	1	99999999	STOP PAYMENT ADD AND STOP PAYMENT RE-ISSUE REQUESTED VIA CASHPRO ONLINE WITH A DURATION UP TO ONE YEAR.
STOP PAY AUTOMATED>12 MONTHS	PER STOP PLACED OR RE-ISSUED	20,000.00	1	99999999	STOP PAYMENT ADD AND STOP PAYMENT RE-ISSUE REQUESTED VIA CASHPRO ONLINE WITH A DURATION GREATER THAN ONE YEAR.
LEDGER OVERDRAFT PER DAY	PER DAY	50,000.00	1	99999999	A CHARGE FOR EACH CALENDAR DAY AN ACCOUNT IS IN AN OVERDRAFT POSITION. THIS CHARGE IS FOR EACH ITEM THAT IS NOT PAID AS IT WOULD CAUSE OR INCREASE AN OVERDRAFT POSITION, AND THE ITEM IS SUBSEQUENTLY RETURNED.
NSF ITEMS RETURNED PER ITEM	PER ITEM	50,000.00	1	99999999	CHARGE ASSOCIATED WITH THE POSTING OF NON-ELECTRONIC CREDITS TO A DDA ACCOUNT INCLUDING CHECK DEPOSITS, CASH DEPOSITS, SERVICE CHARGEABLE CREDIT MEMOS, ETC.).
CREDITS POSTED-OTHER	PER ITEM	0.1500	1	99999999	PER ITEM CHARGE FOR BANK OF AMERICA TO GENERATE A CASHERS CHECK OR MONEY ORDER ON BEHALF OF OUR CLIENTS.
CASHIERS CHECKS/MONEY ORDERS	PER ITEM	40,000.00	1	99999999	IMAGEDROP FILE MONTHLY MAINTENANCE FILE FEE PER ACCOUNT FOR SOFTWARE EXPENSE, ONGOING SUPPORT AND REVISION/UPGRADES.
IMAGEDROP FILE MAINTENANCE	PER MONTH / PER ACCOUNT	25,000.00	1	99999999	PER ITEM FEE IS BASED ON POSTED CHECKS AND DEBIT ITEMS AND ASSESSED AT THE ACCOUNT LEVEL.
IMAGEDROP PER ITEM	PER ITEM	0.0400	1	99999999	IMAGEDROP FILE FEE ASSESSED ON THE DESIGNATED "PRIMARY" ACCOUNT.
IMAGEDROP PER FILE	PER FILE	10,000.00	1	99999999	THE PER ITEM FEE ASSOCIATED WITH THE CAPTURE AND STORAGE FOR ONLINE ACCESS TO PRESENTED IMAGE ITEMS FOR 90 DAYS.
IMAGE ARCHIVE-90 DAYS	PER ITEM	0.0000	1	99999999	CHARGE FOR ANY ADJUSTMENTS MADE TO AN INCOMING IMAGE CASH LETTER.
DEPOSIT CORRECTION-ROS	PER ITEM	8,000.00	1	99999999	FLAT MONTHLY MAINTENANCE CHARGE FOR MAINTAINING CLIENTS DATA ON OUR IMAGE CASH LETTER SYSTEM, CHARGED PER CUSTOMER; INCLUDES UNLIMITED TRANSMISSIONS. THIS FEE COVERS SETUP, TESTING AND ALSO APPLIES TO POST-PRODUCTION TESTING IF NEEDED. THIS IS IN ADDITION TO THE ONE TIME FEE FOR THE INITIAL SET UP OF A SINGLE COMPANY ID FOR A CLIENT TO ORIGINATE ACH.
TRANSMISSION MAINTENANCE	PER MONTH	160,000.00	1	99999999	ONE TIME CHARGE FOR CLIENTS THAT SEND FILES VIA DATA TRANSMISSION. THIS FEE COVERS SETUP, TESTING AND ALSO APPLIES TO POST-PRODUCTION TESTING IF NEEDED. THIS IS IN ADDITION TO THE ONE TIME FEE FOR THE INITIAL SET UP OF A SINGLE COMPANY ID FOR A CLIENT TO ORIGINATE ACH.
ACH TRANSMISSION SETUP/TEST	SETUP	100,000.00	1	99999999	THE CHARGE TO ADD OR CHANGE AUTHORIZED TRADING PARTNER INFORMATION.
ACH SETUP	PER COMPANY ID	100,000.00	1	99999999	THE PER CREDIT CHARGE ASSOCIATED WITH POSTING INCOMING INTERNATIONAL WIRES TO A CUSTOMER'S ACCOUNT.
ACH BLOCKS AUTH ADD-CHANGE	PER ADD/CHANGE	15,000.00	1	99999999	THE PER FAX CHARGE FOR A CUSTOMER REQUESTED FAX NOTIFICATION OF A WIRE TRANSFER SERVICES IS CONTACTED BY TELEPHONE AND ASKED FOR A FAXED COPY OF A WIRE.
INCOMING USD INTL WIRE	PER CREDIT	5,000.00	1	99999999	THE PER FAX CHARGE FOR A CUSTOMER REQUESTED ADMINISTRATIVE MESSAGE WHICH AMENDS, TRACES, OR RECALLS A WIRE TRANSFER WHOSE BENEFICIARY IS AT A BANK IN THE US, INCLUDES THE CHARGE FOR WIRE TRANSFER SERVICES TO RETURN FUNDS AT THE REQUEST OF THE CLIENT.
WIRE ADVICE-FAX	PER FAX	1,000.00	1	99999999	PER TRANSACTION CHARGE FOR AN INCOMING WIRE RECEIVED FROM A FOREIGN BANK TO CREDIT A BOFA ACCT. (NOTE: THE SENDER OF THE WIRE HAS INSTRUCTED CORRESPONDENT BANKS TO SUPPRESS FEE DEDUCTIONS FROM PRINCIPAL AMT OF WIRE)
INCOMING USD INTL WIRE-CHG OUR	PER WIRE	5,000.00	1	99999999	PER TRANSACTION CHARGE FOR AN INCOMING WIRE RECEIVED FROM A FOREIGN BANK CREDITING A BOFA ACCT. (NOTE: BECAUSE THE SENDING BANK INSTRUCTS CORRESPONDENT BANKS TO COLLECT CHARGES FROM THE BENEFICIARY, CORRESPONDENT BANKS MAY DEDUCT THEIR FEES FROM PRINCIPAL AMT OF THE WIRE AS IT IS PROCESSED)
INCOMING USD INTL WIRE-CHG BEN	PER WIRE	5,000.00	1	99999999	PER ITEM FEE TO ORIGINATE A FUTURE-DATED ACH ITEM WHICH IS DESTINED FOR ANOTHER BANK OF AMERICA ACCOUNT HOLDER.
ACH ON US CREDITS	PER ITEM	0.1000	1	99999999	PER ITEM FEE TO ORIGINATE AN ACH CREDIT WHICH IS DESTINED FOR ANOTHER BANK OF AMERICA ACCOUNT HOLDER WITH A SAME-DAY SETTLEMENT DATE.
ACH ON US CREDITS-SAME DAY	PER ITEM	0.1000	1	99999999	PER ITEM FEE TO ORIGINATE ELIGIBLE ACH TRANSACTIONS DESTINED FOR AN ACCOUNT AT ANOTHER FINANCIAL INSTITUTION. ITEMS < \$25,000 AND NON-MONETARY TRANSACTIONS, INCLUDING PRENOTES AND ZERO DOLLAR ENTRIES THAT CONVEY REMITTANCE INFORMATION, ARE ELIGIBLE FOR SAME-DAY PROCESSING.
ACH OFF US DEBITS-SAME DAY	PER ITEM	0.5000	1	99999999	THE CHARGE TO MAINTAIN AN ACCOUNT ON THE ACH PORTAL POSITIVE PAY SERVICE.
ACH POSITIVE PAY ACCT MAINT	PER ACCOUNT	25,000.00	1	99999999	THE CHARGE FOR THE NUMBER OF ACH POSITIVE PAY EXCEPTIONS ITEMS WHICH WERE DECISIONED BY THE CLIENT TO BE PAID.
ACH POS PAY EXCEPTIONS-PD	PER ITEM	5,000.00	1	99999999	THE PER ITEM FEE FOR EACH POSTED OR PRESENTED ITEM THAT IS INCLUDED IN AN IMAGE FILE TRANSMISSION FROM THE BANK TO THE CLIENT.
IMAGE FILE TRANS-PER ITEM	PER ITEM	0.0400	1	99999999	MONTHLY MAINTENANCE FOR THE PARTIAL RECONCILIATION SERVICE WHERE THE CLIENT DOES NOT RECEIVE THE PAPER REPORTS.
ARP PARTIAL MAINT-PAPER SUPP	PER ACCOUNT / PER RECON CYCLE	65,000.00	1	99999999	MONTHLY MAINTENANCE FOR THE FULL RECONCILIATION SERVICE WITH POSITIVE PAY WHERE THE CLIENT DOES NOT RECEIVE THE PAPER REPORTS.
ARP FULL PPAY MAINT-PAPER SUPP	PER ACCOUNT / PER RECON CYCLE	75,000.00	1	99999999	THE PER ITEM CHARGE FOR PROVIDING POSITIVE PAY WITH FULL RECONCILIATION SERVICES FOR EACH CHECK ISSUE SUBMITTED VIA TRANSMISSION OR CASHPRO.
ARP FULL PPAY INPUT PER ITEM	PER ITEM	0.0600	1	99999999	THE PER ITEM CHARGE FOR PROVIDING THE POSITIVE PAY WITH PARTIAL RECONCILIATION SERVICE.
ARP PARTIAL PPAY ITEM	PER ITEM	0.0500	1	99999999	

POSITIVE PAY EXCEPTIONS	PER ITEM	5.0000	1	99999999	THE CHARGE FOR PAID NO ISSUE, CHECK VOIDED PRIOR TO PAYMENT AND PAYEE NOT FUND POSITIVE PAY EXEMPTION ITEMS RELEASED TO THE CLIENT FOR DECISION.
ARP PPAY MAINT-NO RECON	PER ACCOUNT / PER MONTH	60.0000	1	99999999	THE PER MONTH PER ACCOUNT CHARGE FOR PROVIDING POSITIVE PAY TO A CUSTOMER IF THE ACCOUNT IS NOT USING ANY OTHER RECONCILIATION SERVICE.
ARP POSITIVE PAY RETURN-OTHER	PER ITEM	15.0000	1	99999999	PER ITEM CHARGE FOR THE RETURN OF PPI EXCEPTION ITEMS FOR A REASON OTHER THAN FRAUD. DEFAULT RETURN DECISIONS INCLUDED.
PAYEE POSITIVE PAY ISSUE MATCH	PER ITEM	0.0400	1	99999999	THE PER ISSUE ITEM CHARGE FOR MATCHING PAID CHECK PAYEE NAME INFORMATION AND THE CHECK ISSUANCE PAYEE INFORMATION.
PAYEE POSITIVE PAY MAINTENANCE	PER ACCOUNT	10.0000	1	99999999	MONTHLY MAINTENANCE FOR THE PAYEE POSITIVE PAY SERVICE.
ARP PPAY NO RECON INPUT ITEM	PER ITEM	0.0300	1	99999999	THE PER ITEM CHARGE FOR EACH CHECK ISSUE RECEIVED VIA TRANSMISSION OR CASHPRO FOR AN ACCOUNT WITH NO OTHER RECONCILIATION SERVICES.
CASHPRO SECURITY ACCESS	PER TOKEN	30.0000	1	99999999	PER TOKEN ORDERED. TOKEN REQUIRED IF CLIENT IS SETUP WITH STRONG AUTHENTICATION AT LOGIN, AND REQUIRED FOR ALL FINAL PAYMENT APPROVALS FOR MONEY MOVEMENT TRANSACTIONS.
BOOK CREDIT	PER WIRE	7.0000	1	99999999	THE PER WIRE CHARGE TO PROCESS A TRANSFER RECEIVED FROM A CUSTOMER'S ACCOUNT TO ANOTHER BANK OF AMERICA ACCOUNT.
NONRELATIONSHIP CUST CK CASHED	PER ITEM	8.0000	1	99999999	A FEE ASSESSED FOR CASHING NON-CLIENT CHECKS IN BANKING CENTERS. THE BUSINESS CLIENT HAS OPTED TO PAY THE FEE FOR ALL NON-CLIENT PAYEES.

Disclosures:

Bank of America has endeavored to provide a comprehensive fee schedule based on your current services. Given the number of services and products options available to our clients, it is difficult to determine or anticipate all products and services that may be applicable to the State of Florida and its agencies for future enhancements. It is the responsibility of the State of Florida and its agencies to review their monthly analysis statement and notify Bank of America of any discrepancies within 45 days of receipt of the analysis statement. Once the State of Florida contacts Bank of America discrepancies and/or additional changes can be reviewed and a mutually agreed upon price can be applied for these services and adjustments made, if necessary.

Pricing for future enhanced services is often based on multiple factors and can often be more aggressively priced if we understand the total scope of services desired and the associated volumes. Therefore, it is most advantageous for the State of Florida and its agencies to allow mutually negotiated pricing for enhanced solutions to be provided upon mandate and prior to setup.

The Reserve Rate, historically at 10%, is currently at zero, but subject to change without notice.

Our ECR and interest rates both are "managed" rates based on a number of prevailing market indicators and your average investable balance. The rates will move directionally with the market and therefore may vary. Bank of America proposes the balances in excess of the available balance required to offset service charges be invested with our Global Liquidity Investment Services or a provider of your choice.

\*\*Deposit Insurance Assessment (formerly known as FDIC) is based on an account's average positive ledger balance for the month. The Assessment Fee may include deposit insurance, FICO assessment and other charges provided by law. This charge can be offset with earnings credit on eligible collected balances. The Assessment Fee is computed based upon the current monthly multiple and the average ledger deposit balance. The current monthly assessment factor is .1461 per \$1,000 which equates to 0.175% per annum and is subject to change. The monthly calculation is: Ledger balance divided by \$1,000 x .1461. We will continue to waive Deposit Assessment for DFS billing group account 4444 and the PCG Convenience Fee Group 1760. However, fees will apply to other accounts if applicable.

Collected Overdraft Interest Charge is based on your negative collected balance and the Collected Overdraft Interest Charge Rate. Bank of America considers a number of factors and generally bases this rate on our Prime Rate plus a margin. The rate and margin are subject to change and may change periodically.

\*If a services outlined in a particular group is utilized by another group the same fees will be applicable. With the exception of PAYMENT PORTAL TRANSACTIONS and Deposit Insurance Assessment which is group/product specific.

Additional information regarding pricing or fees may be obtained from your Bank of America representative.

Service Code Description	Frequency	Price	Min Volume	Max Volume	Definition
VS/NIC/DS full service/Amex/Pin Debit Authorization	Per Auth Attempt	\$0.03	1	999999999	Per authorization attempt
ACH Reject Fee /per ACH returned items	Per Event	\$25.00	1	999999999	Per occurrence
Pin Debit Adjustment Fee	Per Item	\$3.00	1	999999999	Per occurrence
Paper Statement Fee	Per Month	\$0.00	N/A	N/A	Monthly statement fee
Voice Auth/ARU	Per Item	\$0.95	1	999999999	Auth fee request via phone
Interchange, Fees, assessments, PIN Debit					Interchanges Dues and Assessments are subject to change by the Card Organizations and Debit Networks will be reflected on invoices and statements as Pass Through charges. These charts are updated on a regular basis by the Card Org's with detailed information on the card types that are submitted for processing and details of the rules regarding each fee.
Pavezy, Cyber source SBB, Compass	Pass Through	See Charts	N/A	N/A	
Pavezy, Cyber source SBB, Compass	Per Auth Attempt	\$0.08	1	199.999	Authorization fees assessed per attempt by these solutions
Transarmor Tokenization	Per Auth Attempt	\$0.06	200,000	1,999.999	Authorization fees assessed per attempt by these solutions
Transarmor Tokenization	Per Auth Attempt	\$0.05	2,000,000	999.999.999	Authorization fees assessed per attempt by these solutions
Account Updater	One time fee	\$2,500,000	N/A	N/A	Tokenize all transactions leaving only the last 4 digits to card number
North Platform Setup	Per Match	\$0.125	1	999999999	Assessed at the highest level of hierarchy, no other setup fees assessed with that hierarchy
Visa, Mastercard Per Match Fee	Per Month	\$12.500	N/A	N/A	Fee assessed only on match card numbers
Monthly Account Updater Fee					Monthly Fee
Data File Manager	Set up Fee - Per Designated Administrator of each file	\$2,000,000	N/A	N/A	Assessed at the highest level of hierarchy, no other setup fees assessed with that hierarchy
Run Now File Fee	Per User ID	\$200,000	N/A	N/A	Assessed per user ID assigned
Paypoint	Per User ID	\$1,000,000	N/A	N/A	Special request only
Consumer Payment Fee	Per item	\$0.10	1	999999999	Assessed per transaction
Summary/Presentment Fee	Per summary request	\$0.10	1	999999999	Assessed per transaction
Virtual Terminal Fee	Per item	\$0.10	1	999999999	Assessed per transaction
IVR Fee	Per item	\$0.15	1	999999999	Assessed per transaction
Credit/Debit Card Fee	Per item	\$0.15	1	999999999	Assessed per transaction
eCheck Fee	Per item	\$0.15	1	999999999	Assessed per transaction
Monthly Minimum Fee	Per month	\$375.00	N/A	N/A	Monthly fee
Setup Fee	One Time Only	\$5,000.00	N/A	N/A	Assessed at the highest level of hierarchy, no other setup fees assessed with that hierarchy
On-site Training Fee	Each Day	\$2,000.00	N/A	N/A	Only billed if required is client onsite training is required
Custom Development	Per Hour	\$175.00	N/A	N/A	Only billed if customization from the standard is required
Telecheck					
Verification Services					
Monthly Minimum Fee	Per Location	\$15,\$35,\$15,\$45,\$15,\$30	N/A	N/A	Cashing Verification, E-Depot Settlement
Monthly Processing Fee per Bill To location	Per Location	\$5.00	N/A	N/A	Cashing Verification, E-Depot Settlement
Transaction Fee	Per Item	\$25,\$25,\$20,\$40,\$30,\$30	1	999999999	ECA, Lockbox Pro21, Paper Check Verification, ICA/CBP Verification, Remote Pay Verification, Check
CRO/C/Voice Auth Fee	Per Auth Attempt	\$2.50	1	999999999	Cashing Verification, E-Depot Settlement
Telecheck/lockbox - Warranty	Per Location	\$15.00	N/A	N/A	ECA, ICA/CBP Verification, Check by Phone
Monthly Minimum Fee	Per Location	\$5.00	N/A	N/A	ECA, ICA/CBP Verification, Check by Phone
Monthly Processing Fee per Bill To location	Per Item	\$0.20	1	999999999	ECA, ICA/CBP Verification, Check by Phone
Transaction Fee	Per Auth Attempt	\$2.50	1	999999999	ECA, ICA/CBP Verification, Check by Phone
CRO/C/Voice Auth Fee	Per Item	See Telecheck Warranty Services Agreement	1	999999999	ECA, ICA/CBP Verification, Check by Phone
Inquiry Rate	Per Item	10x check average ticket			ECA, ICA/CBP Verification, Check by Phone
Warranty/Maximum					
Existing Telecheck Services including Paper, ECA, ICA or CBP Warranty					
\$0-\$1M in Annual Check Volume	Per Location	\$25,\$145,\$145	N/A	N/A	ECA/Paper Warranty, ICA Warranty, CBP Warranty
Monthly Minimum Fee(per location)	Per Location	\$5.00	N/A	N/A	ECA/Paper Warranty, ICA Warranty, CBP Warranty
Monthly Processing Fee per Bill To location	Per Item	\$0.20	1	999999999	ECA/Paper Warranty, ICA Warranty, CBP Warranty
Transaction Fee	Per Auth Attempt	\$2.50	1	999999999	ECA/Paper Warranty, ICA Warranty, CBP Warranty
CRO/C/Voice Auth Fee	Per Setup	N/A,\$250,\$250	N/A	N/A	ECA/Paper Warranty, ICA Warranty, CBP Warranty
Setup Fee	Per Item	N/A, 2.30%, 2.30%	1	999999999	ECA/Paper Warranty, ICA Warranty, CBP Warranty
Inquiry Rate B2B	Per Item	See Telecheck Warranty Services Agreement	1	999999999	ECA/Paper Warranty, ICA Warranty, CBP Warranty
Inquiry Rate	Per Item	10x check average ticket, \$2500, \$5000	1	999999999	ECA/Paper Warranty, ICA Warranty, CBP Warranty
Warranty/Maximum					
\$1M -\$5M in Annual Check Volume					
Monthly Minimum Fee(per location)					
Monthly Processing Fee per Bill To location					
Transaction Fee					

CROC/Voice Auth Fee		\$2.50	1	999999999	ECA/Paper Warranty, ICA Warranty, CBP Warranty
Setup Fee		N/A, \$250	N/A	N/A	ECA/Paper Warranty, ICA Warranty, CBP Warranty
Inquiry Rate B2B		N/A, 2.15%, 2.15%	1	999999999	ECA/Paper Warranty, ICA Warranty, CBP Warranty
Inquiry Rate		See Telecheck Warranty Services Agreement 10x check average ticket, \$2500, \$5000	1	999999999	ECA/Paper Warranty, ICA Warranty, CBP Warranty
Warranty Maximum			N/A	N/A	ECA/Paper Warranty, ICA Warranty, CBP Warranty
<b>\$5M and Up in Annual Check Volume</b>			N/A	N/A	ECA/Paper Warranty, ICA Warranty, CBP Warranty
Monthly Minimum Fee (per location)		\$25, \$145, \$145	N/A	N/A	ECA/Paper Warranty, ICA Warranty, CBP Warranty
Monthly Processing Fee per Bill To location		\$5.00	N/A	999999999	ECA/Paper Warranty, ICA Warranty, CBP Warranty
Transaction Fee		\$0.20	1	999999999	ECA/Paper Warranty, ICA Warranty, CBP Warranty
CROC/Voice Auth Fee		\$2.50	1	999999999	ECA/Paper Warranty, ICA Warranty, CBP Warranty
Setup Fee		N/A, \$250	N/A	N/A	ECA/Paper Warranty, ICA Warranty, CBP Warranty
Inquiry Rate B2B		N/A, 2.15%, 2.15%	1	999999999	ECA/Paper Warranty, ICA Warranty, CBP Warranty
Inquiry Rate		See Telecheck Warranty Services Agreement 10x check average ticket, \$2500, \$5000	1	999999999	ECA/Paper Warranty, ICA Warranty, CBP Warranty
Warranty Maximum			N/A	N/A	ECA/Paper Warranty, ICA Warranty, CBP Warranty
<b>Billing</b>					
Non-debited or requested non-standard preparation and handling fee					
Research Fees	Per Month	1.00%	1	999999999	Fee assessed for merchant locations requesting invoices for fees
Standard day to day research fees					
Extensive Research / Reporting Fees					
Chargeback Fees	Per event	\$0.00	1	999999999	Research of any transaction activity or alike
<b>Call Center Service Fees</b>	Per event	\$50.00/hr	1	999999999	Research of any transaction activity or alike
Merchant Services Technical and Service Help Desk	Per item	\$5.00	1	999999999	Chargeback processing
Merchant Services Monthly Minimum					
Merchant Services Toll Free Line	Per event	\$0.00	1	999999999	Toll Free Helpdesk
Merchant Services Implementation Support	N/A	\$0.00	1	999999999	No monthly minimum processing required
Programming Fee	Per event	\$0.00	1	999999999	Implementation support provided at no cost
Customization Fee	Per event	\$175.00	1	999999999	Programming support for customized process
<b>Equipment Fees</b>	Per event	\$175.00	1	999999999	Customization support for unique process request
FD150 Terminal	Per device	\$700.00	1	999999999	Equipment and supplies purchase cost
RP10 Pinpad for FD150	Per device	\$240.00	1	999999999	Equipment and supplies purchase cost
RP10 Stand	Per device	\$0.00	1	999999999	Equipment and supplies purchase cost
V400M Wireless Terminal	Per device	\$950.00	1	999999999	Equipment and supplies purchase cost
V400C Plus WiFi Terminal	Per device	\$700.00	1	999999999	Equipment and supplies purchase cost
P200 Pinpad for V400 terminal family	Per device	\$250.00	1	999999999	Equipment and supplies purchase cost
Wireless Access	Per device	\$15.00/mo	1	999999999	Wireless access via network per month per device
V400M Wireless Terminal	Per device	\$55.00/mo	1	999999999	Equipment and supplies: rental cost 6 month minimum
Clover Go Setup Fee	Per User/TID	\$30.00	1	999999999	Setup Fee per User and Terminal ID
Clover Go Reader	Monthly Per User/TID	\$15.00	1	999999999	Monthly Per User and Terminal ID Fee
<b>CyberSource Global Payment Platform Services</b>	Per device	\$35.00	1	999999999	Equipment and supplies purchase cost
CyberSource Merchant ID Registration					
• Online Gateway Access - Fee, per MID	One time fee per CyberSource gateway MID	\$295	1	999999999	One time registration
• Credit Card Authorization	Monthly fee per CyberSource gateway MID	\$75	1	999999999	Monthly access fee to use gateway
• Credit Card Credit/Refund	Per authorization request	\$0.125	1	999999999	Per authorization attempt
• CyberSource ACH Services Debit	Per refund processed	\$0.125	1	999999999	Per credit authorization refund request
• Cyber Source ACH Services Credit	Per ACH Debit	\$0.125	1	999999999	Per ACH debit transaction
• System Generated Authorization Refresh	Per ACH Credit	\$0.125	1	999999999	Per ACH credit transaction
• PINless Debit	Per Authorization Refresh	\$0.125	1	999999999	Per system generated authorization request refresh
• PINless Debit Purchase	Per PINless Debit	\$0.125	1	999999999	Per PINless Debit attempt
Linenix Express Direct Connect	Per PINless Debit Purchase	\$0.125	1	999999999	Per system generated authorization - request connect
• PayPal Preapproved Payment	Per PayPal Payment	\$0.125	1	999999999	Per PayPal attempt
• PayPal Preapproved Payment	Per PayPal Preapproved Payment	\$0.125	1	999999999	Per PayPal Preapproved attempt
• PayPal Authorization	Per PayPal Authorization	\$0.125	1	999999999	Per PayPal attempt
• PayPal Credit	Per PayPal Credit	\$0.125	1	999999999	Per PayPal attempt
• PayPal Refund	Per PayPal Refund	\$0.125	1	999999999	Per PayPal attempt
• PayPal Order Setup	Per PayPal Order Setup	\$0.125	1	999999999	Per PayPal Order attempt
• Delivery Address Verification					

• Init Delivery Address Verification	Per use of the service	\$0.073	1	999999999	Per use of the attempt
<b>Fraud Management - GPPS</b>	Per use of the service	\$0.073	1	999999999	Per system generated authorization request verification
Decision Manager Service					
Decision Management Visa/Non Visa	Monthly	\$445			Monthly service
Advanced Fraud Screen Visa/Non Visa	Per use of service	\$0.15			Per decision authorization of request
Decision Manager with Replay	Per use of service	\$0.15			Per advanced authorization of request
3rd Party Account Merchant	Per use of service	\$0.17			Decision Manager replay fee
3rd Party TagusInfo Merchant	Per use of service	\$0.38			3rd party vendor support fee
3rd party Emailage merchant	Per use of service	\$0.19			3rd party vendor support fee
3rd Party Whitepages Merchant/Real Time/International	Per use of service	\$0.07			3rd party vendor support fee
Account Takeover Protection	Per use of service	\$0.07			3rd party vendor support fee
MS-Implementation Fee	Per use of service	\$0.022			Per use of attempt
MS-Performance Monitoring	Per use of service	N/A			One time fee
MS-Fraud Jumpstart	Per use of service	N/A			One time monitoring
Managed Services Travel Expenses	Per use of service	N/A			One time jumpstart
Payer Authentication Set Up and Compliance Testing	Per use of service	N/A			One time expenses
Payer Authentication Enrollment Visa, MC, Validate, Amex, JCB, Maestro	Per use of service	\$8,000			One time testing
Rule Based Payer Authentication -Value Add	Per use of service	Actual			Payer Authentication Enrollment Visa MC Validate Amex Maestro Fee
Delivery Address Verification & International	Per use of service	\$1,105			
Delivery Address Verification & International	Per use of service	\$0.10	1	999999999	
Export Policy Compliance	Per use of service	\$0.08	1	999999999	Rule Based Payer Authentication add fee
<b>Account Updater</b>	Per use of service	\$0.073	1	999999999	Per system generated authorization request international
Account Updater Registration	Per use of service	\$0.134	1	999999999	Per use of attempt
Account Updater Monthly Fee	Per use of service	N/A			One time registration
Account Updater Application Fee	Per use of service	\$550			One time system generated authorization request fee
Visa/Mastercard Response Match Update/Tokenization/No Match	Per use of service	\$1,110			N/A
<b>Tax Calculation</b>	Per use of service	\$0.225	1	999999999	Visa Mastercard Response Match Update Tokenization match fee
Value Added Tax Calculation	Per use of service	N/A			
<b>Recurring Billing</b>	Per use of service	\$0.134	1	999999999	Per system generated authorization request calculation
Recurring Billing	Per use of service	N/A			
Token Record Retrieval	Per use of service	\$0.062	1	999999999	Per use of attempt
Token Management Service Premium Support	Per use of service	\$0.062	1	999999999	Per use of attempt
Token Mgmt Svc Create/Retrieve 3rd Party Token	One Time Fee	\$625			N/A
Payment Tokenization	Per use of service	\$0.036	1	999999999	Per token authorization of request
Monthly Storage Fee - Tier 1	Stored Tokens	\$125	1	49,999	Stored tier 1 transaction
Monthly Storage Fee - Tier 2	Stored Tokens	\$835		99,999	Stored tier 2 transaction
Monthly Storage Fee - Tier 3	Stored Tokens	\$1,250		249,999	Stored tier 3 transaction
Monthly Storage Fee - Tier 4	Stored Tokens	\$1,665		499,999	Stored tier 4 transaction
Monthly Storage Fee - Tier 5	Stored Tokens	\$4,165		500,000	Stored tier 5 transaction
Monthly Storage Fee - Tier 6	Stored Tokens	\$6,250		1,000,000	Stored tier 6 transaction
Assisted Upload	Stored Tokens	N/A		N/A	One time upload
<b>Support and Professional Services</b>	Per use of service	N/A			
Premier Support (Monthly)	Per use of service	N/A			
<b>Extended Access Server</b>	Per use of service	N/A			
EA One-Time Set Up Fee	Per use of service	N/A			Monthly monthly transaction
US Circuits and Support Monthly Fee	One Time Fee	\$12,500			Monthly fee transaction
Non-US Circuits and Support Monthly Fee	Monthly Fee per site	\$2,500			Non US Circuits and Support fee
	Monthly Fee per site	\$4,170			

**Contract # TR175**

**Attachment D – Participation Agreement**

**ATTACHMENT D**

**PARTICIPATION AGREEMENT  
BETWEEN**

**BANK OF AMERICA, N.A.**  
and

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This Participation Agreement is entered into between Bank of America, N.A. ("Bank" or "Contractor"), and \_\_\_\_\_ ("Participant," as defined in the Master Contract for ePayment Solutions and Services Contract TR175 (Master Contract). The Master Contract together with the Merchant Services terms and conditions and other attachments and incorporated documents are collectively referred to herein as the "Master Contract." Signatures on incorporated documents do not serve to negate the prevailing provisions of the Master Contract.

**I. PARTICIPATION TERMS AND CONDITIONS**

- A. All defined terms in the Master Contract apply to this Participation Agreement.
- B. By signing this Participation Agreement, the Participant and the Contractor agree to be bound by the terms of this Participation Agreement, and the Master Contract, in the performance of their obligations. By signing below, Participant represents that a copy of the Master Contract has been provided or made available to it.
- C. If Participant is an Agency Participant, Participant hereby authorizes Contractor to share any and all information related to the Master Contract, excluding personally identifiable information of a cardholder, it has or obtains pursuant to this Participation Agreement and the Master Contract with representatives of the State of Florida and the specific Agency of the State of Florida to which it reports. If Participant is a Local Government Participant, Participant hereby authorizes Contractor to share with the Department information that is required in the Dashboard under the Master Contract, excluding personally identifiable information of a cardholder.
- D. The parties shall retain copies according to their retention schedules under applicable law.
- E. Participants who elect specialized services that are subject to additional agreement terms offered as optional services under the Master Contract are subject to those terms; however, additional agreement terms do not serve to negate the prevailing provisions of the Master Contract.

**II. MERCHANT SERVICES TERMS AND CONDITIONS**

Participant will provide Contractor with updated business and financial information concerning Participant, including evidence of required licenses and other information and documents Contractor may reasonably request from time to time. All material marked "Confidential" that Contractor receives from Participant will be used only by Contractor, or Card Organizations, or other third parties necessary to perform services under this Participation Agreement or related services and reporting. At any reasonable time, Contractor or any Card Organization may audit Participant's records relating to this Participation Agreement. Florida law, as applied to agreements made without reference to conflict of law provisions, governs the Master Contract and this Participation Agreement.

**III. FEES TO BE PAID TO CONTRACTOR**

- A. Participant agrees to pay Contractor all fees and charges in Attachment B, Price Schedule, of the Master Contract.
- B. Such fees and charges will be billed monthly to the Agency and Local Government Participants via an invoice process, unless a Local Government Participant elects to have the Contractor debit its Settlement Account.

#### **IV. EFFECTIVE DATE AND TERMINATION**

- A. This Participation Agreement will become effective on the date it is signed by all parties.
- B. Unless earlier terminated by one of the parties, this Participation Agreement remains in full force and effect until the earlier of (i) termination of the Master Contract or (ii) any date provided here: \_\_\_, not to exceed the expiration or termination of the Master Contract.
- C. In the absence of a default by the other party, either party may terminate this Participation Agreement at any time by giving the other party thirty (30) days prior written notice. Either party may terminate this Participation Agreement after a default by the other party as provided in the Master Contract.
- D. In the event of non-payment of fees because of insufficient funds in the Settlement Account or non-payment of an invoice for forty (40) days or more, Contractor may cease processing following ten (10) days' notice from Contractor, according to the Master Contract. If Participant is an Agency Participant, payment shall be pursuant to section 215.422, Florida Statutes. If Participant is a Local Government Participant, payment shall be pursuant to legal requirements applicable to the Local Government Participant.

#### **V. NOTICES**

- A. Any notice required or permitted to be given under this Participation Agreement or the Master Contract from one party to the other must be in writing and will be deemed to have been given when actually received if hand delivered, if delivered by telephonic facsimile transmission equipment and confirmed by telephone with an original mailed or hand-delivered thereafter, or if mailed by certified or registered mail with postage prepaid to the party or its successor at the following address:

1. Participant: \_\_\_\_\_  
\_\_\_\_\_

2. Contractor:

Bank of America, N.A.  
Attention: Operations Manager,  
9200 Shelbyville Road  
Suite 200, KY6-225-0202  
Louisville, KY 40222

**With a copy to:**

Bank of America, N.A.  
Legal – Global Transaction Services  
Mail Code NC1-027-20-05  
Hearst Tower, 214 N. Tryon Street  
Charlotte, NC, 28255

- 3. Routine notices given by Contractor to Participant, such as transaction details, changes in terms required by systems updates or Payment Card Organization changes, and any reasonable notice required by the Contractor's services agreement or addenda, schedules, and attachments, may be delivered by electronic mail to the address provided by Participant above.
- B. Either party may change the address to which notices are to be delivered by giving to the other party not less than ten (10) Business Days prior written notice thereof.

## VI. ELECTION OF OPTIONAL SERVICES

Participant hereby elects to receive the following optional services pursuant to the terms and conditions contained in the various service addenda, which are incorporated by reference in the Master Contract and attached thereto. The terms and conditions contained in a particular addendum do not apply to Participant unless and until Participant elects, by indicating herein, or by future written election signed by the parties, to utilize such optional service.

- Account Updater**
- Clover Go**
- Data File Manager**
- Dynamic Currency Conversion**
- PayPoint**
- TransArmor**

## VII. MISCELLANEOUS PROVISIONS

- A. This Participation Agreement, incorporating the terms of the Master Contract, contains the entire understanding of the parties and supersedes any and all previous discussions, proposals, or agreements, if any, between the parties with respect to the subject matter hereof.
- B. This Participation Agreement may not be amended except by an instrument in writing signed by an authorized representative of each of the parties.
- C. Limitation of liability shall be according to PUR 1000-20 as modified in the Master Contract.
- D. This Participation Agreement is binding on the parties and their successors and assigns.

**Participant's**

Name: \_\_\_\_\_

Select One:  Agency Participant  Local Government Participant

By:

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor's Name: Bank of America, N.A.

By:

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_