

APPLICATION AND AGREEMENT FOR Subsidized UTILITY DISTRIBUTION SERVICES

THIS AGREEMENT ("Agreement") between Fidelity Information Services, LLC. an Arkansas limited liability company located at 601 Riverside Avenue, Jacksonville, Florida 32204 (together with its subsidiaries and affiliates, "FIS"), and Utility Provider named below (hereinafter "Provider") shall be effective as of contract execution. This Agreement relates to Subsidized Utility Distribution and other related services as Electronic Benefit Transfer ("EBT") services provided by the State ("State"), and shall be governed by and construed in accordance with State law, without regard to its conflict of law principles.

This Agreement for Benefits Redemption—includes:

- Terms and Conditions
- Provider to complete - Provider Information Sheets 1, 2 & 3

Complete all required information on pages 1, 2, 3.

* Required information

Provider Location ID *		This is your State provided Location ID. It starts with a letter followed by 6 digits (i.e. B654321)
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Provider Name *

Please PRINT name of your location

Primary Address *	Primary Phone *
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City *	State *	Zip Code *
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IRS Legal Filing Name *

PRINT legal name of your enterprise as shown on your income tax return. If filling with an SSN, IRS Legal name CANNOT be the name of the company. The SSN number must match the person the SSN number is assigned to.

Federal Tax ID or SSN *		(Check one) <input type="checkbox"/> Federal Tax ID <input type="checkbox"/> SSN
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Type of Business * (Check one)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Individual/sole proprietor	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Nonprofit/Tax-exempt	<input type="checkbox"/> Government Entity	<input type="checkbox"/> LLC
	<input type="checkbox"/> Foreign Entity		

If you check "Foreign Entity", you must complete and provide FIS with a signed Form W-8BEN Certificate of Beneficial Owner for United States Tax Withholding. Download from <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>

ACCEPTED AND AGREED:

PROVIDER

FIDELITY INFORMATION SERVICES, LLC



Signed by *
Print Name * _____
Title * _____
Date Signed * _____

Signed by
Print Name Prashant Gupta
Title Line of Business Executive
Received by
FIS

Complete, sign and return this agreement to FIS by fax OR mail.

Save time apply online www.ebtEDGE.com

Fax to: **414.341.7085** Secure electronic fax. No cover page needed.

Mail to: FIS Merchant Services, Attn: Merchant Services, PO Box 290, Milwaukee WI 53201-0290

PROVIDER INFORMATION—1

* Required information

Operations Contact	
Operations Contact Name*	
Operations Contact Email*	
Emergency Phone Numbers*	
Operations Contact Home Phone No.	

Phone Number	
Fax	
Cell Phone No.	

Chain Store Information (only if applicable)

Chain Store?	<input type="checkbox"/> No <input type="checkbox"/> Yes, Name of Chain:
Chain Contact Name & Phone	

PROVIDER INFORMATION—2

Provider Locations

(Provider to complete, provide on a separate sheet or electronically if needed.)

Provider Location ID							Location Address(es)

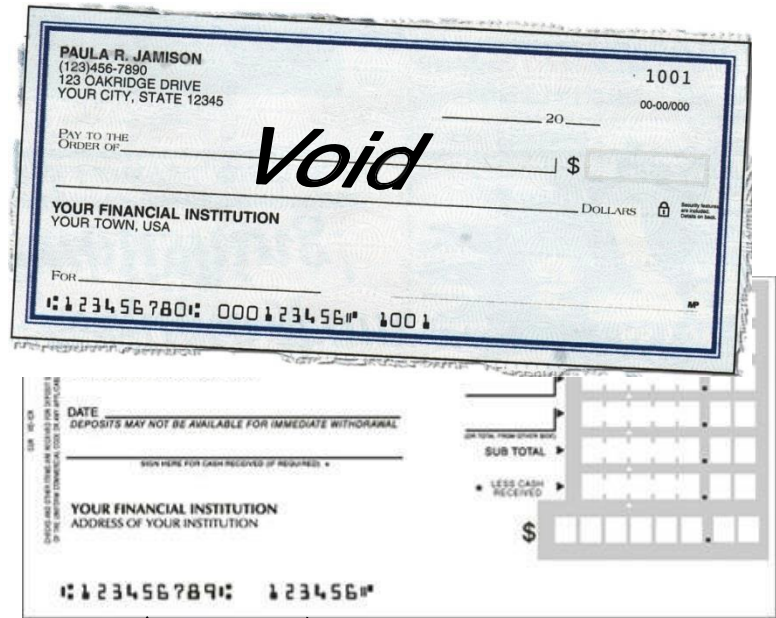
PROVIDER INFORMATION—3

For electronic settlement of transactions (per Terms and Conditions, Section 2.1 Provider Accounting of this agreement), Provider may choose a CHECKING or SAVINGS account that must accept ACH credits or choose a Prepaid re-loadable Debit card.

FIS will verify your financial institution and account information using the codes at the bottom of your check or deposit slip.

Write VOID on a business check.

BEFORE faxing (or mailing) the printed copy of the Agreement, **tape top edge of voided check or deposit slip over this picture >>**



**ATTACH VOIDED CHECK
OR DEPOSIT SLIP ABOVE**

* Required information

Bank Routing Number*

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Provider's Bank Account Number*

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Provider Hours*

Open 24/7? Yes No: Provider hours below

	Open	Close
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

Time Zone

—END PROVIDER INFORMATION—

TERMS AND CONDITIONS

WHEREAS, Fidelity Information Services, LLC, ("FIS") has developed a system for the distribution of certain public assistance benefits to eligible recipients (the "System"); and

WHEREAS, Provider, represents itself to be properly authorized by the State to participate in the EBT Project. The Provider shall notify FIS immediately in the event a Provider is no longer authorized, and the Agreement shall immediately terminate.

NOW THEREFORE, FIS and Provider hereby agree as follows:

1. **Conditions of Participation.** Authorized Providers shall be identified as participating Providers and in agreeing to the terms and conditions of this Agreement are entitled to the rights of participation as defined by this Agreement.
2. **Provider Accounting.**
 - 2.1. **Provider Account.**
 - 2.1.1. **Provider** must maintain a checking or savings account at a financial institution of Provider's choice for purposes of electronic distribution of benefits. This account must accept ACH Transactions.
 - 2.1.2. **Provider** may also choose to use a reloadable prepaid debit card that has the ability to accept deposits.
 - 2.2. **Credits to Account.** Provider's bank account shall be credited in an amount equal to the amount authorized by the state each banking day. A "banking day" shall mean a day that is not a nationally recognized bank holiday and on which a branch of the Federal Reserve that is used for settlement is open for business. FIS reserves the right to discontinue authorizing ACH deposits if FIS fails to receive reimbursement of funds from the appropriate government agency. In the event of such discontinuance, FIS shall use reasonable commercial efforts to notify affected Providers.
 - 2.3. **Out of Balance Discrepancies.** Providers shall notify the State of North Carolina of any transaction that is erroneously or believed to be erroneously handled by the System within forty-five (45) business days from the original transaction date. Provider shall supply State of North Carolina with any supporting documentation upon request. Failure to notify State of North Carolina within such forty-five (45) business day period waives any right to an adjustment. In addition, State of North Carolina may initiate adjustments where a recipient submits a substantiated claim within ninety (90) calendar days of the date of a Transaction or where other System errors have been identified. The out of balance

discrepancies are between the Provider and State of North Carolina and are not Parent or Provider adjustments that must comply with the timeframes as specified in the federal regulations.

- 2.4. **Correction of Data.** In the event FIS' employees cause errors in Provider's data to occur and Provider requests correction of such data within forty-five (45) business days from the date of the error, FIS will correct such data as necessary at FIS' expense. Provider is required to provide all information requested with respect to alleged errors. The expense to FIS of correcting such data shall be the only responsibility of FIS and shall constitute Provider's sole and exclusive remedy with respect to such errors.
3. **Term and Termination.**
 - 3.1. **Term.** The term of this Agreement shall begin as of the date hereof and shall continue until terminated in accordance with this Agreement or upon termination of the Contract, whichever is earlier.
 - 3.2. **Termination.**
 - 3.2.1. **By Provider Without Cause.** An authorized Utility Provider may terminate this Agreement with the State of North Carolina for any reason.
 - 3.2.2. **For Breach.** Either party may terminate this Agreement upon the material breach of this Agreement by the other party if the breaching party fails to cure such breach within (30) calendar days after receipt of written notice specifying in detail the breach claimed, provided that FIS shall obtain approval from the State prior to termination pursuant to this provision.
 - 3.2.3. Notwithstanding anything to the contrary in 3.2.2 above, this Agreement shall immediately terminate upon written notification to FIS that Provider is no longer authorized or approved to participate in State programs.
4. **Charges.** Unless specifically allowed by law, Provider shall not charge a fee for providing subsidized Utility distribution.
5. **Operating Rules.** FIS and Provider shall each comply with the applicable State Statutes, Administrative Rules, and policy manuals and any and all applicable State laws and regulations as amended from time-to-time.
6. **Confidentiality/Release of Information.**
 - 6.1. **Confidentiality.** "Confidential Information" means (i) a party's proprietary or confidential information which is designated in writing as such or that by nature of the circumstances surrounding the disclosure ought in good faith to be treated as proprietary or

confidential, and (ii) all FIS products or services, including all trade secrets contained therein. Each party agrees (a) that during the course of its performance of this Agreement it may learn certain information concerning the other party's Confidential Information; (b) that the Confidential Information of the other shall remain the property of the other, and that such Confidential Information is made available on a limited use basis solely in connection with this Agreement; (c) that it will advise its employees to whom the information is disclosed of their obligations under this Agreement; (d) that it will not use, sell, disclose or otherwise make available any such Confidential Information, in whole or in part, to any third party without the prior written consent of the other party; and (e) that it will utilize the same degree of care it utilizes for its own confidential information, but in no case less than a reasonable degree of care, to prevent disclosure or use of such Confidential Information to or by any unauthorized person or entity. Upon termination of this Agreement all copies of Confidential Information shall be returned. The restrictions under this section shall not apply to information which: (i) is or becomes publicly known through no wrongful act of the party receiving the Confidential Information; or (ii) becomes known to a party without confidential or proprietary restriction from a source other than the disclosing party; or (iii) a party can show by written records that such information or data was in its possession prior to disclosure by the other party. In the event a party is legally compelled to disclose the Confidential Information it will be entitled to do so provided it gives the other party prompt notice and assists the other party, at the other party's expense, in obtaining any protective order.

- 6.2. **Disclosure of Parent Information.** The use or disclosure by Provider of any information concerning a Parent for any purpose not directly connected with the performance of Provider's duties pursuant to this Agreement is prohibited.
- 6.3. **Provider Information.** Notwithstanding the foregoing, Provider acknowledges that FIS may release Provider information regarding Provider's use of the System upon request by any Federal or State agency having authority to request such information, and Provider shall have no claim or cause of action against FIS for such release of information.
- 7. **Compliance with Laws.** Provider is responsible for complying with all applicable state and federal laws or regulations as amended from time to time, including but not limited to the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, the Clean Air Act, the Clean Water Act, the Energy Policy and Conservation Act and the Immigration Reform and Control Act of 1986. Provider shall not, on grounds of race, color, religion, sex, sexual preference, national origin, creed, marital status, age, Vietnam era or disabled veteran's status, or the presence of any sensory,

physical or mental handicap: (a) deny an individual any contracted activities or other benefits provided under this Agreement; (b) provide any contracted activities or other benefits to an individual which are different, or are provided in a different manner, from those provided to others under this Agreement; (c) deny any individual an opportunity to participate in any program provided by this Agreement through the provision of contracted activities or otherwise, or afford an opportunity to do so which is different from that afforded under this Agreement.

- 8. **Indemnification and Liability.** Notwithstanding any other provisions of this Agreement, FIS shall not be obligated to indemnify or to hold harmless Provider, or Provider's officers, directors, employees, or any other party, except as required by applicable law or applicable operating rules, provided that FIS shall refund to Provider the correct transaction amount of an erroneous or fraudulent transaction where such erroneous or fraudulent transaction was caused solely by FIS fraud or gross negligence, and in breach of this Agreement. Except to the extent required by applicable law or applicable operating rules, FIS liability shall be limited in all cases to direct damages which shall not exceed the dollar amount of transactions erroneously or fraudulently processed by FIS. Provider hereby agrees to indemnify and hold FIS harmless from and against any liability arising out of this Agreement and FIS' performance hereunder except with respect to Provider's direct damages caused by fraud committed by FIS' employees. In no event shall either party be liable to the other for indirect, incidental or consequential damages.
- 9. **Taxes.** Any and all sales, use, excise, value-added, personal property or any other taxes (excluding taxes based on FIS' net income) imposed, assessed, levied or otherwise arising from the transactions contemplated by this Agreement shall be the sole responsibility of Provider.
- 10. **Notification of address or other changes.** Provider must provide notice to FIS of any changes in the Provider ownership and/or address. Provider must provide notice to FIS of any changes in the Provider bank account number.
- 11. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be deemed given when sent by certified mail, return receipt requested, to the address of the party receiving notice as appears on the signature page of this Agreement or as changed through written notice to the other party.
- 12. **No Assignment.** Provider may not assign this Agreement.
- 13. **Force Majeure.** Each party hereto shall be excused from performance hereunder for any period and to the extent that it is prevented or delayed in the performance of any obligation as a result of acts of God or other causes beyond its control.

14. **Precedence.** In the event of a conflict between the terms and conditions of this Agreement, the Operating Rules applicable to the transaction shall take precedence.
15. **Amendment.** No amendment shall be effective until and unless reduced to writing and signed by both parties. FIS reserves the right to send change in terms and conditions to Provider's known address.
16. **Entire Agreement.** Unless explicitly stated elsewhere, this Agreement is the complete Agreement between the parties and supersedes any other oral or written communication.

—END OF TERMS AND CONDITIONS—