

Exhibit 3
Relationship Services Exhibit

This Relationship Services Exhibit (**Exhibit**) is attached to and subject to the terms of the Payment Solutions Agreement (**Agreement**) dated December 20, 2021 between SunTrust Merchant Services, LLC (**STMS**), Truist Bank (**Bank**), and South Carolina Treasurer (**STO**). The Relationship Services provided in this Exhibit are provided by STMS and not Bank and Bank shall have no liability in connection with this Exhibit. All capitalized terms in this Exhibit shall have the same meaning as defined in the Agreement. In the event of a conflict between the Agreement and this Exhibit, the terms of this Exhibit will control except that the State Terms and Conditions incorporated into the Agreement shall control over the Exhibit.

1. Staffing.

1.1 Contractor shall provide adequate staffing to perform the services outlined in this Agreement. Contractor's obligation to provide adequate staffing is not limited to providing the Key Personnel but shall be determined by the needs of this Agreement. Contractor shall not replace any of the Key Personnel without the STO's prior written approval, which shall not be unreasonably withheld or delayed. If any of the Key Personnel become unavailable to perform the Services due to death, illness, discharge or resignation, then Contractor shall promptly appoint a replacement acceptable to the STO. The STO shall be entitled to complete information on each such replacement, including a current resume of his or her qualifications and experience. The STO may also request the reassignment or removal of Key Personnel. The following positions are deemed to be staffed by Key Personnel: Account Executive and Account Manager.

2 Definition

2.1 *"Corporate grouping"* is associated with the hierarchy of account identification under which various Participants are grouped, with a Corporate Grouping not being considered a Merchant for PCI DSS compliance purposes but for reporting purposes only.

2.2 All other defined terms have the same definition as they do in the Agreement.

3. Transition Services

3.1 No later than (90) days from the execution of this Agreement, STMS shall ensure that all Participants currently served under the Statewide Merchant card contract (Solicitation number 5400007106) are converted to this new Agreement.

3.2 STMS shall confirm that all Participants have completed and submitted their PCI attestations, their SAQ and their scans to STMS prior to being converted to this new Agreement.

3.3 STMS shall ensure that all Participants operating under this Agreement as a merchant enter into a "Services Participation Agreement (SPA)" (Exhibit 2). STMS is responsible for outreach to Participants and obtaining executed SPAs from each Participant. STMS shall consult with STO's Communication office and develop an outreach plan.

3.4 All Participants will retain the same merchant IDs (MIDs) as assigned under the current Statewide Merchant Card contract.

4. Services Provided to STO

4.1 STMS shall establish a structure involving a hierarchy that denotes the relationship of the various entities involved in this Agreement.

4.1.1 The structure shall accommodate the following:

4.1.1.1 Acquiring Bank

4.1.1.2 South Carolina State Treasurer as Sponsor

4.1.1.3 Multiple categories of Participants (Merchants) as Corporate groupings

4.1.1.4 Individual Participants (Merchants), each being provided a unique MID under its appropriate Corporate grouping

4.1.1.5 Individual Outlet MIDs under each Participant's MID

4.1.1.6A Participant may be allowed to have two MIDs if the Participant processes merchant card transactions both directly with STMS and through the State's Digital Government solutions vendor.

4.1.1.7 STMS shall provide MID identification, accounting, reporting, etc., to accommodate the hierarchy, including the rollup of data to the various hierarchy levels.

4.2 STMS shall provide an application process for eligible governmental units to acquire merchant card services under this Agreement. Eligible Governmental Units will be: 1) State Agencies, 2) Component Units; and 3) Local Political Subdivisions. These governmental units shall further be classified as either a public procurement unit whose custodian is: 1) the STO; or 2) the Public Procurement Unit as its own custodian.

4.3 Services Participation Agreement (SPA)

4.3.1 Parties to the SPA will be the Participant, STMS, and the STO.

4.3.2 Before the STO will execute the SPA approving the applying Governmental Unit's participation in the PSA as a merchant, the Governmental Unit must perform and demonstrate three basic compliance requirements of the PCI DSS to the STO's satisfaction:

4.3.2.1 Development of a PCI DSS Policy

4.3.2.2 Development of a Security Incident Plan

4.3.2.3 Participation in an Employee PCI DSS Training Program

4.3.3 An amended SPA shall be executed whenever the Participant subsequently subscribes to a new service offered by STMS.

4.4 STMS shall provide the STO reports or access to a reporting system that allows for monitoring all Participants' activity in and use of this contract.

4.4.1 Management reports reflecting transaction reporting, including a monthly summary report of transaction volume by card brand and card type.

4.4.2 Global viewing of transaction reports generally available to the Participants through its online Clientline Reporting System, or other equivalent system. This shall include Clientline training to STO staff on a reasonable as-needed basis, with a focus on merchant card participant statements, fee codes and explanations.

4.4.3 Customer relationship management (CRM) system/reports that show all Participants and their related profile elements, including but not limited to:

4.4.3.1 Participant's (entity's) name, name of Participant's primary contact and their email address and phone number, name of Participant's PCI contact and their email address and phone number, Primary MID, and associated outlet MID(s).

4.4.3.2 Card capture solutions utilized by each Participant's outlet MID, including POS terminals, POS software, payment gateways, and the name of the third-party vendor that provided/supports the capture solution.

4.5 STMS shall provide the PCI Rapid Comply Service for use by all Participants as referenced in Schedule D.

4.5.1 A portal will be available for STO to confirm that each Participant is enrolled in the PCI Rapid Comply and the status of compliance.

4.5.2 The portal will make available for STO inspection of the Participant SAQ and scans. STMS will be available to respond to inquiries by the STO regarding any ongoing communications with any Participant that pertains to any non-compliant status.

4.5.3 STMS is authorized to suspend or terminate Services provided to a Participant due to PCI noncompliance by the Participant.

4.5.4 The STO reserves the right to request STMS to suspend or terminate Services provided to a Participant should the Participant not adhere to the STO' published "PCI Data Security Compliance Policy" and "Supplemental PCI Data Security Compliance Policy" as allowed under the Services Participation Agreement.

4.5.5 STMS' Relationship Manager shall provide standard STMS training in conjunction with the twice a year reviews required in section 4.7 regarding complying with the PCI DSS as it relates to the card capture method(s) being utilized by the Participant.

4.6 STMS shall provide a customer relationship structure with procedures and processes to provide customer support to the STO.

4.6.1 STMS shall provide a support team to assist Participants with any issues that arise with the Services. The team will include at a minimum:

4.6.1.1 Relationship Manager

4.6.1.2 Account Manager

4.6.2 The team shall be knowledgeable in the following areas:

- 4.6.2.1 Contract management
- 4.6.2.2 Solutions consultant
- 3.6.2.3 ComplyAlly to assist with Network Rules applicability
- 4.6.2.4 Communications
- 4.6.2.5 Training
- 4.6.2.6 Account setups and maintenance
- 34.6.2.7 PCI DSS Compliance
- 4.6.2.8 Operational escalations affecting Participants

4.6.3 STMS shall publish from time to time a document that addresses significant Network Rules changes and provide access to a webinar to discuss same. The document will be made available on Clientline to STO in the same manner as all other STMS merchants.

4.6.4 STMS shall develop or provide educational materials regarding merchant card processing, to be made available to all Participants, subject to the approval of the STO.

4.6.5 STMS shall provide assistance and content to the STO for publications that the STO may publish on its website to include topics such as PCI DSS compliance, Network rules, services available under this PSA, POS equipment available and nearing end-of-life, understanding monthly invoices, etc. Final content is the sole responsibility of STO.

4.7 STMS shall conduct onsite (or virtual at the STO's option) business reviews with the STO, no less than twice per year, providing an analysis of::

- 4.7.1 Current Participant enrollment and changes (new and dropped enrollees)
- 4.7.2 Transaction statistics of all Participants including but not limited to:
 - 4.7.2.1 Participant interchange rates
 - 4.7.2.2 excess downgrades and insight
 - 4.7.2.3 excess chargebacks and insight
 - 4.7.2.4 PCI Compliance status
 - 4.7.2.5 Corrective actions imposed on the participant for merchant card fees and compliance
 - 4.7.2.6 New product offerings and opportunities
 - 4.7.2.7 Customer service concerns
 - 4.7.2.8 Opportunities to reduce merchant acquiring fees

4.8 On a monthly basis, STMS shall monitor the Card transactions for each Participant, and analyze and provide insight on the following:

4.8.1 Whether Participants are obtaining the best available rate for its respective merchant category code (MCC).

4.8.2 Identify any excess downgrades, including values, and assist Participants to implement corrective actions.

4.8.3 Identify any excess chargebacks, including values, and assist Participants to implement corrective actions

4.8.4 Report the information obtained and actions taken to the STO.

4.9 Onboarding and Support Services

4.9.1 STMS shall establish boarding process to board each Participant to receive Services selected under this PSA. The process will include:

4.9.1.1 Confirmation of receipt of a completed application described in Section 4.2.

4.9.1.2 STMS performs whatever credit review process in accordance with the terms in Section 7 of the PSA to the extent it desires.

4.9.1.3 The Participant is assigned MIDs under the proper hierarchy in accordance with the requirements of Section 3.1 herein.

4.9.1.4 The Participant is assigned the merchant category code (MCC) provided by Participant or if STMS discovers an error the correct MCC in accordance with the Network Rules.

4.9.1.5 STMS has entered the Federal Tax ID or Employer Identification Number (EIN) provided by Participant. Unless otherwise specified, the EIN shall be:

4.9.1.5.1 State Agencies – EIN of the Agency or the State of South Carolina

4.9.1.5.2 Component Units – EIN of the component unit

4.9.1.5.3 Local Political Subdivisions – EIN of the local political subdivision

4.9.1.6 For each location MID, the Settlement Account provided by Participant is assigned.

4.9.1.7 Obtain the contact information from the Participant to accommodate the customer relationship management process required by Section 3.5.

4.9.1.8 Upon the MID being activated, the Participant's ability to enroll in the PCI RapidComply is provided.

4.10 Other Services Available to Participants

4.10.1 Various equipment (devices) and software available for purchase and/or rent to support retail payment channels.

4.10.2 Equipment and software made available, and pricing, shall be reflected in Schedule C, "Equipment and Software Available."

4.10.3 The Schedule C may be amended, with the approval of the STO, as necessary to reflect new and/or discontinued equipment and/or software.

4.10.4 Equipment and software must be compliant with the PCI DSS and the Payment Application Security Standard (PA-DSS).

4.10.5 STMS shall provide equipment lifecycle updates at reasonable times, but at least annually..

4.10.6 STMS shall make available options for upgrading or replacement of equipment and/or software when necessary to continue receiving service.

4.10.7 STMS shall not be responsible for maintenance of equipment and software not provided by STMS but will provide requirements to the vendor and/or integrator and coordinate certification with STMS's compatible platform(s).

4.10.8 Provider shall support emerging retail payment technologies, to include but not limited to chip technology, contactless payment cards, etc.

4.10.9 Make available an "address and security code verification service" that can be used in conjunction with any of the payment gateways.

4.10.10 Make available certification requirements and coordinate certification of card capture solutions procured by Participants from third-party processors (TPPs).

4.10.10.1 Participants must ensure the TPP must meet all certification requirements of STMS to access STMS's platform(s).

4.10.10.2 Participants must ensure the TPP and its capture solution are PCI DSS and PA-DSS compliant.

4.11 Response to Service needs shall be in accordance with the following criteria:

4.11.1 For each service provided (payment gateways, PCI DSS Compliance Validation Service, etc.), and for daily operational issues (equipment deployment, card authorizations, etc.) the Participant shall make available a technical help desk to either call, email or online option.

4.11.2 STMS shall reasonably respond to or acknowledge inquiries and requests for information from the Participant in accordance with its severity level.

4.11.2.1 In the case of a request for information requiring research on the part of STMS, the requested information must be provided in a reasonable timeframe as agreed upon at the time of the request.

4.11.2.2 In the event the response is not timely or there is an unresolved issue with one of the technical help desks, the Participant shall notify the Relationship Manager of the matter.

4.11.2.3 It shall be the responsibility of the Relationship Manager to resolve the matter or escalate the matter for resolution.

4.11.2.4 In the event the Participant is not satisfied with the response, the Participant may request an escalation to STMS's management team.

4.12 STMS shall provide requirements for and coordinate certification for the State's current Digital Government vendor or any future vendor that may be selected by the State,

functioning as a third-party service provider that provides a payment gateway service and POS service to some Participants.

4.13 Each Participant, as a merchant processing through the vendor, shall be the merchant of record (MOR).

4.14 There shall be two categories of Participants, public procurement units whose custodian is the STO and public procurement units whose custodian is the entity itself.

4.14.1 For Participants whose custodian of funds is the STO, STMS shall direct the Bank to settle funds to the Settlement account owned by the STO and established for use by the Participant.

4.14.2 For Participants whose custodian of funds is the entity itself, STMS shall direct the Bank to settle funds to a Settlement Account owned by the Participant.

4.15 This PSA does not apply to the Digital Government vendor's clients, whose funds are not custodied by the STO.

4.16 A separate corporate grouping MID shall be established for Participants utilizing the third-party processor.

4.17 Equipment and Software; Participant acknowledges that equipment and/or software purchased or rented from STMS, if any, may not be compatible with another processor's systems. Provider does not have any obligation to make such software and/or equipment compatible with any other processing systems