

EXHIBIT 2

SERVICES PARTICIPATION AGREEMENT Associated with Payment Services Agreement for Merchant Card Processing Services

This Services Participation Agreement (“SPA”) is entered into among _____ (the “Participant”), the South Carolina State Treasurer (the “Treasurer”), and SunTrust Merchant Services, LLC (“STMS”).

WHEREAS, the Treasurer and the STMS entered into a Payment Services Agreement (“PSA”), dated December 20, 2021, allowing for eligible public procurement units to subscribe to merchant card services available from and through STMS; and other services provided by Contractor.

WHEREAS, the Treasurer, as Sponsor of the PSA, hereby approves the above referenced Participant as an eligible entity to participate in the PSA as a Merchant, being either a: State Agency, a Component Unit, or a Local Political Subdivision; and

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

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

1. STMS hereby agrees to provide certain services to the Participant available under and pursuant to the PSA, which is incorporated herein by reference.
2. Participant acknowledges receiving and reading the PSA, applicable exhibits, and applicable schedules, and agrees to be bound to the terms and conditions pertaining to the Participant.
3. The Treasurer is a party to this SPA only as the Sponsor of the PSA and approver of the Participant as an eligible public procurement unit to execute this SPA.
4. The services available to the Participant are specified in the PSA, applicable exhibits, and applicable schedules, with the services subscribed to denoted on Schedule A – “Services Subscribed to by Participant”.
5. Participant may use the State’s portal contract for service fee transactions using a third party service provider that also has a processing agreement with STMS. If so, the provisions of Section 3.5 of the PSA specifically apply and Participant hereby provides notice whether Participant does or does not have such transactions. Yes ____ No ____
6. Participant may terminate this SPA at any time before the expiration of the PSA by giving the other parties 60 days written notice, provided the Participant shall be subject to any terms and conditions remain in effect in accordance with the PSA. Otherwise, this SPA terminates upon termination or expiration of the PSA.
7. STMS may terminate this SPA for cause in accordance with any applicable terms and conditions contained in the PSA.

8. Treasurer may terminate this SPA for cause should the Participant fail to adhere to any applicable policy or agreement issued by or with the State Treasurer, including the "Delegation of Authority Agreement" pertaining to a State Treasurer's depository bank (for Participants whose custodian is the State Treasurer) or "Compliance with PCI Data Security Standard Policy," which is applicable to all Participants, and in accordance with any applicable terms and conditions contained in the PSA.

9. Any notice required or permitted to be given under this SPA by one party to another party shall be in writing and shall be given and deemed to have been given upon hand-delivery, or three days after being mailed by certified with postage prepaid to the other party or its successor at the address as specified as follows:

Participant:

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

State Treasurer:

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

STMS:

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

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

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

11. This SPA is among STMS, Treasurer, and Participant and the respective successors and assigns of each of them.

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

SUNTRUST MERCHANT SERVICES, LLC

STATE OF SOUTH CAROLINA
OFFICE OF STATE TREASURER:

By: _____
(authorized signature)

By: _____
(authorized signature)

(printed name of person signing above)

(printed name of person signing above)

Its: _____
(title of person signing above)

Its: _____
(title of person signing above)

Date: _____

Date: _____

PARTICIPANT:

By: _____
(authorized signature)

(printed name of person signing above)

Its: _____
(title of person signing above)

Date: _____