
UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 10-Q/A
Amendment No. 1

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2009

Or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File No. 001-16427

Fidelity National Information Services, Inc.

(Exact name of registrant as specified in its charter)

Georgia

*(State or other jurisdiction
of incorporation or organization)*

37-1490331

*(I.R.S. Employer
Identification No.)*

**601 Riverside Avenue
Jacksonville, Florida**

(Address of principal executive offices)

32204

(Zip Code)

(904) 854-5000

(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES NO

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). YES NO

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company
(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act) YES NO

As of July 31, 2009, 191,832,618 shares of the Registrant's Common Stock were outstanding.

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Explanatory Note

This Amendment No. 1 to our Quarterly Report on Form 10-Q for the quarter ended June 30, 2009, which was filed with the Securities and Exchange Commission on August 5, 2009 (the “Original Filing”), is being filed solely to revise Exhibits 10.5 and 10.6 to the Original Filing. No financial data or other part of the Original Filing is being amended hereby, and this amendment does not reflect events that have occurred after the date of the Original Filing.

Item 6. Exhibits

(a) Exhibits:

<u>Exhibit No.</u>	<u>Description</u>
10.1	Assignment and Assumption of Lease and Other Operative Documents, dated as of June 25, 2001, among Equifax Inc., Certegy Inc., Prefco VI Limited Partnership, Atlantic Financial Group, Ltd. and SunTrust Bank. (1)
10.2	Tax Sharing and Indemnification Agreement, dated as of June 30, 2001, between Equifax Inc. and Certegy Inc. (1)
10.3	Intellectual Property Agreement, dated as of June 30, 2001, between Equifax Inc. and Certegy Inc. (1)
10.4	Agreement Regarding Leases, dated as of June 30, 2001, between Equifax Inc. and Certegy Payment Services, Inc. (1)
10.5	2003 Renewal Service Agreement, dated as of June 1, 2003, between ICBA Bancard, Inc. and Certegy Card Services, Inc.(2)
10.6	2004 Restated CSCU Card Processing Service Agreement, dated as of January 1, 2004, between Card Services for Credit Unions, Inc. and Certegy Card Services, Inc.(2)
10.7	Certegy Inc. Special Supplemental Executive Retirement Plan, effective as of November 7, 2003. (1)
10.8	Certegy Inc. Supplemental Executive Retirement Plan, effective as of November 5, 2003. (1)
10.9	Master Agreement for Operations Support Services, dated as of June 29, 2001, between Certegy Inc. and International Business Machines Corporation (“Master Agreement”) (Document omits information pursuant to a Request for Confidential Treatment granted under Rule 24b-2 of the Securities Exchange Act of 1934.) (1)
10.10	Transaction Document #03-01 under the Master Agreement, effective as of March 5, 2003, between Certegy Inc. and International Business Machines Corporation (Document omits information pursuant to a Request for Confidential Treatment granted under Rule 24b-2 of the Securities Exchange Act of 1934.) (1)
10.11	Credit Agreement, dated as of January 18, 2007, among Fidelity National Information Services, Inc., certain of its subsidiaries, JPMorgan Chase Bank, N.A., Bank of America, N.A., and other financial institutions party thereto (the “Credit Agreement”). (1)
10.12	Amendment No. 1 to the Credit Agreement, dated as of July 30, 2007. (1)
10.13	Joinder Agreement, dated as of September 12, 2007, by and among Fidelity National Information Services, Inc., Bank of America, N.A., JPMorgan Chase Bank, N.A. and Wachovia Bank N.A. (1)
31.1	Certification of Lee A. Kennedy, Chief Executive Officer of Fidelity National Information Services, Inc., pursuant to rule 13a-14(a) or 15d-14(a) of the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. (1)
31.2	Certification of George P. Scanlon, Chief Financial Officer of Fidelity National Information Services, Inc., pursuant to rule 13a-14(a) or 15d-14(a) of the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. (1)
31.3	Certification of Frank R. Martire, Chief Executive Officer of Fidelity National Information Services, Inc., pursuant to rule 13a-14(a) or 15d-14(a) of the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.

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Exhibit No.	Description
31.4	Certification of Michael D. Hayford, Chief Financial Officer of Fidelity National Information Services, Inc., pursuant to rule 13a-14(a) or 15d-14(a) of the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Lee A. Kennedy, Chief Executive Officer of Fidelity National Information Services, Inc., pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. (1)
32.2	Certification of George P. Scanlon, Chief Financial Officer of Fidelity National Information Services, Inc., pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. (1)

(1) Previously filed.

(2) This agreement was filed with the original Form 10-Q solely to put exhibits and schedules to the agreement on file. Portions of such exhibits and schedules were redacted pursuant to an application for confidential treatment under the Securities Exchange Act of 1934, as amended. In this filing, the redactions that were previously made have been modified as part of a revised application for confidential treatment. The omitted portions have been filed separately with the Securities and Exchange Commission as part of that application.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: January 13, 2010

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: /s/ MICHAEL D. HAYFORD

Michael D. Hayford
Corporate Executive Vice President and Chief Financial
Officer
(Principal Financial Officer and Duly Authorized
Officer)

FIDELITY NATIONAL INFORMATION SERVICES, INC.

By: /s/ JAMES W. WOODALL

James W. Woodall
Senior Vice President and Chief Accounting Officer
(Principal Accounting Officer and Duly Authorized
Officer)

FIDELITY NATIONAL INFORMATION SERVICES, INC.
FORM 10-Q
INDEX TO EXHIBITS

The following documents are being filed with this Report:

Exhibit No.	Description
10.5	2003 Renewal Service Agreement, dated as of June 1, 2003, between ICBA Bancard, Inc. and Certegy Card Services, Inc.(1)
10.6	2004 Restated CSCU Card Processing Service Agreement, dated as of January 1, 2004, between Card Services for Credit Unions, Inc. and Certegy Card Services, Inc.(1)
31.3	Certification of Frank R. Martire, Chief Executive Officer of Fidelity National Information Services, Inc., pursuant to rule 13a-14(a) or 15d-14(a) of the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.4	Certification of Michael D. Hayford, Chief Financial Officer of Fidelity National Information Services, Inc., pursuant to rule 13a-14(a) or 15d-14(a) of the Exchange Act, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.

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- (1) This agreement was filed with the original Form 10-Q solely to put exhibits and schedules to the agreement on file. Portions of such exhibits and schedules were redacted pursuant to an application for confidential treatment under the Securities Exchange Act of 1934, as amended. In this filing, the redactions that were previously made have been modified as part of a revised application for confidential treatment. The omitted portions have been filed separately with the Securities and Exchange Commission as part of that application.

PORTIONS OF THIS EXHIBIT WHICH ARE INDICATED BY "[*]" HAVE BEEN
OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND
FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

ICBA BANCARD, INC.
and
CERTEGY CARD SERVICES, INC.
2003 RENEWAL SERVICE AGREEMENT

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ICBA BANCARD, INC.
and
CERTEGY CARD SERVICES, INC.
2003 RENEWAL SERVICE AGREEMENT

This 2003 Renewal Service Agreement ("Agreement" or "2003 Renewal Agreement") is made as of June 1, 2003 ("Effective Date"), by and between ICBA BANCARD, INC. ("Bancard"), a Delaware corporation, and CERTEGY CARD SERVICES, INC. ("Certegy"), a Florida corporation, with reference to the following facts:

RECITALS

Bancard is a corporation engaged primarily in the provision of payment services to A. financial institutions (the "Bancard Program"). Certegy is engaged in the business of providing processing for payment services to B. Financial Institutions (the "Certegy Services").

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

D. Bancard and Certegy are parties to a 1994 Renewal Service Agreement, dated December 12, 1994, as amended December 12, 1996 (First Amendment) and February 15, 2000 (Second Amendment); a Privacy Addendum dated February 1, 2001; and a Letter Agreement dated September 28, 2001 (collectively, the "1994 Renewal Agreement") governing the parties' rights and obligations with respect to the Program Services provided to Financial Institutions.

E. The term of the 1994 Renewal Agreement expires on December 11, 2004, and Bancard and Certegy now desire to modify, restate and extend the Term of the 1994 Renewal Agreement.

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

1.0 Modification and Restatement. By this Agreement, the parties hereby modify and otherwise restate the terms of the 1994 Renewal Agreement. As of the Effective Date hereof, the provisions of this Agreement supersede the provisions of the 1994 Renewal Agreement and are incorporated into each of the agreements for provision of the Program Services between Bancard and each Financial Institution (the "Financial Services Agreement"). Extension of Term. The term of the 1994 Renewal Agreement, as hereby modified 2.0 and restated, shall expire on March 31, 2008 (the "Renewal Term").

Services. 3.0

3.1 Description. Certegy shall provide to those Financial Institutions identified to it from time to time by Bancard (i) the credit card services described in Schedules "A", "B", "G", "K" and "L" (the "Credit Card Program Services") and the Merchant Services described in Schedule "C" (the "Merchant Program Services"); and (ii) the debit, in-house/pass through and ATM card services described in Schedule "E" (the "Debit Card Program Services"), Schedule "J" (the "Stored Value Card Program Services") and the E-Banking Services as described in Schedule "I" (the "EBanking Program Service Program"), all of which are attached to, and fully incorporated into, this Agreement. Except as otherwise specifically set forth in this Agreement, Bancard shall use Certegy exclusively for the Credit Card Services and Merchant Program Services described in subsection (i) above. Bancard shall identify to Certegy each Financial Institution with which Bancard has executed a Financial Services Agreement to provide the Credit Card Program Services, Merchant Program Services, Debit Card Program Services, Stored Value Card Program Services and/or E-Banking Program Services.

3.2 Data to Vendors. If a Financial Institution wishes Certegy to provide data pertaining to that Financial Institution to third party vendors, that Financial Institution shall provide written authorization to Certegy and indemnification for claims pertaining to such data transfer and the performance of any such vendors, in a form acceptable to Certegy. In addition, Certegy may require any such vendors to enter into written agreements with Certegy governing the transfer of such data.

Termination. 4.0

By Bancard. Bancard may terminate this Renewal Agreement: 4.1 in the event of the loss or termination, for any reason, of Certegy's (a) right or ability to provide the Program Services;

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

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

(d) to the extent permitted by applicable law, upon the filing by Certegy of any action under any reorganization, insolvency or moratorium law, or upon the appointment of any receiver, trustee or conservator to take possession of its properties. By Certegy. Certegy may terminate this Agreement:

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

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

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

4.3 In the event of termination of this Agreement pursuant to section 4.1(a), (b), (c) or (d), or in the event of expiration of this Agreement governed by section 20.2 herein, neither Bancard nor Financial Institutions shall be required to pay to Certegy the Termination Fees (defined in section 4.4 below) or any other fees or charges other than those which may have become due for Program Services rendered hereunder prior to the termination or expiration.

4.4 In the event of termination by any Financial institution of the Program Services on Schedule "A", "B", "C", "E", "F", "G", "J", "K" and/or "L" with respect to all or substantially all of its accounts falling under that Program Service, for any reason whatsoever other than upon termination or expiration of this Agreement due to circumstances described in section 4.3 above, Bancard shall pay to Certegy the following termination fees (the "Termination Fees"): the greater of (i) the Deconversion Fees set forth in the applicable Schedule for the Program Services terminated or (ii) the sum of (a) an amount equal to the last six (6) months fees, other than Pass

Through Fees, for the Program Services terminated, other than for Program Services under Schedule "C" and (b) if the Schedule "C" Program Services are terminated, that Financial Institution's fees, other than Pass Through Fees, for Schedule "C" Services for the preceding three (3) months.

Notwithstanding the above, in the event a Financial Institution only terminates the Services in Schedule "C" and retains the other Program Services being provided under other Schedules, then neither Bancard nor such Financial Institution shall be required to pay Certegy any Termination Fees under Schedule C. For each termination of Program Services by a Financial Institution, Certegy shall provide Bancard a written accounting of the Fees to be assessed, if any, including an explanation of the Fee calculation. Notwithstanding the assessment and collection of the above amounts, nothing in this Agreement shall limit the legal and equitable remedies, which would otherwise be available to Certegy in the event of termination of this Agreement following a material breach of this Agreement by Bancard.

4.5 Cooperation. Upon termination of this Agreement pursuant to section 4.1, Certegy will use its best efforts to assist Bancard in arranging for access to the Program Services on substantially the same terms as are provided in this Agreement so that Financial Institutions may continue receiving similar services without substantial interruption. Certegy and Bancard will cooperate to effect an orderly conversion of accounts and data to a successor card processing institution. As requested by Certegy, Bancard shall cooperate to affect the reclamation of cards, checks and drafts issued in connection with the Program Services. Except as otherwise provided in section 4.9 or 20.4 herein, within fourteen (14) days after the termination of this Agreement, Bancard shall send to each Financial Institution via first class U.S. mail a letter in the form attached hereto as Exhibit 3.

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

4.7 Notifications. Upon the occurrence of any event noted in sections 4.1 and 4.2 above, the party first having knowledge of such event shall notify the other. Bancard shall require each Financial Institution desiring to terminate the Program Services for reasons other than those in section 4.1 to provide Certegy not less than six (6) months advance written notice.

4.8 Prohibited Solicitation. In the event of termination of this Agreement by Bancard pursuant to section 4.1(b), Certegy agrees that for a period of twelve (12) months from the effective date of termination, Certegy, its subsidiaries and affiliates, on their own behalf or as program administrator for the Financial Institution Benefit Association ("FIBA") shall not, directly or indirectly, engage in prohibited solicitation ("Prohibited Solicitation") of Financial Institutions as customers of Certegy, its subsidiaries, affiliates, or as members of FIBA, or as customers of any other entity which is a customer of Certegy, its subsidiaries, affiliates, or is a member of FIBA, without the prior written approval of Bancard; provided, however, that nothing herein shall restrict (i) Certegy's right to do business with entities which are competitors of Bancard, and (ii) such competitors' rights to solicit Financial Institutions as customers.

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

4.9 Adverse Events. In the event that during the Renewal Term Bancard reasonably determines that specific acts or events ("Adverse Events") by Certegy or its subsidiaries or affiliates, have adversely affected, or would adversely affect, to a substantial degree, (i) the goodwill and reputation of Bancard with members of the Independent Community Bankers of America ("ICBA"), and (ii) Bancard's business, and that such adverse effect would continue if Bancard continued its relationship with Certegy under this Agreement, Bancard shall notify Certegy of its intention to terminate this Agreement. In such event Certegy and Bancard shall make every good faith effort to mutually overcome the effects of the Adverse Event. If the matter is not resolved to the satisfaction of Bancard within sixty (60) days after such notice, the issue of whether an Adverse Event has occurred shall be submitted to binding arbitration pursuant to the provisions of section 18 hereof. It is agreed, however, that this section 4.9 cannot be used to terminate this Agreement because Certegy has exercised its rights against a Financial Institution or taken action on behalf of Bancard against a Financial Institution pursuant to Certegy's rights under this Agreement.

If Certegy accepts Bancard's notice of its desire to terminate, or if the arbitrators determine that an Adverse Event has occurred, then the effective date of termination shall be one (1) year from the date of such notice or from the date on which the arbitration award is rendered, as the case may be, or such other date as the parties mutually agree. Within fourteen (14) days after Certegy's acceptance of Bancard's notice or the rendering of the arbitration award, as the case may be, Bancard shall send to each Financial Institution via first class U.S. mail a letter in the form attached hereto as Exhibit 3. An Adverse Event under this section 4.9 shall be deemed to be a material breach of this Agreement within the meaning and intent of section 4.1(b) herein.

Intentionally Left Blank.

5.0 Fees.

6.0

6.1 Scheduled Fees. In consideration for provision of the Program Services to Financial Institutions by Certegy, Bancard shall be responsible for all Financial Institutions paying

to Certegy the fees set forth in Schedules "A", "B", "C", "E", "G", "J", "K", "L", and "I" of Exhibit 1 attached to this Agreement (the "Scheduled Fees"). The Scheduled Fees shall be effective as of the dates shown on each Schedule and shall remain in effect until changed pursuant to the terms of this Agreement. Bancard shall indemnify and hold Certegy harmless from any and all losses incurred as the result of a Financial Institution's failure or refusal to pay Certegy any uncontested Scheduled Fees.

6.2 Settlement of Fees. For those Program Services for which Certegy settles daily for Program Members, processing fees shall be settled each banking day for the applicable transactions and shall be payable by deduction from the applicable Financial Institution's daily settlement amount. Fees for all other Program Services shall be invoiced monthly, payable ten (10) days after the invoice date. In no event will any sums due Certegy under section 4.3 or 4.4 hereof be deducted by Certegy from any settlement account, BIN, ICA or otherwise.

6.3 Bancard's Financial Responsibility. As to Certegy, as agent for the Financial Institutions, Bancard assumes financial responsibility for all VISA and MasterCard transactions processed into and out of its, or a Financial Institution's, Base Identification Number (BIN) Account and its, or a Financial Institution's, Interbank Card Association (ICA) Account including, but not limited to, counterfeit transactions and fraudulent transactions. Bancard shall indemnify Certegy for any and all losses Certegy incurs related to such transactions, which losses were not caused by Certegy's actions or omissions in performance of the Program Services. Certegy is expressly prohibited from using Bancard's, or a Financial Institution's, BIN or ICA Account for the benefit of any person or organization other than Financial Institutions in the Bancard Program, or for any purpose other than processing transactions for such Financial Institutions, without the prior express written consent of the applicable VISA or MasterCard principal member.

6.4 Time Frame for Merchant Settlement. Certegy shall remit to the Settlement Account the amount of all VISA and MasterCard merchant transactions from each Financial Institution no more than four (4) business days following Certegy's receipt of such merchant VISA and MasterCard transactions from a Financial Institution, except for delays resulting from those events provided for in section 34.0 herein.

6.5 Fee Increases. Certegy may make a one-time adjustment to the Scheduled Fees at any time during the final twenty-four (24) months of the Renewal Term in accordance with the requirements of section 6.5.1 below; provided, however, that (i) no such Fee increase may be made if a "Material Failure" which has not been cured, as defined in section 9.1 below, has occurred during the four (4) calendar quarters immediately preceding Certegy's notice of proposed Fee increase; and (ii) Certegy may implement adjustments of those fees over which Certegy has no control ("Pass Through Fees") and which are identified as such in the Scheduled Fees, at any time during the Renewal Term of this Agreement. Certegy shall notify Bancard of any Pass Through Fee increase at least thirty (30) days prior to the date Certegy implements such increase.

6.5.1 Certegy may implement increases of the Scheduled Fees by a percentage which is equal to or less than the sum of (i) the amount by which the Percentage Increase (defined in section 6.5.4 below) exceeds two percent (2%), but is not more than six percent (6%);

and (ii) one-half of the amount by which the Percentage Increase exceeds six percent (6%). Certegy shall notify Bancard of any such fee increase at least one hundred eighty (180) days prior to the date Certegy implements such increase.

6.5.2 The following definitions shall apply to this section 6.5: "Index" shall mean the Consumer Price Index for All Urban Consumers (1967 = 100), specified "All Items", relating to Tampa, Florida and issued by the Bureau of Labor Statistics of the United States Department of Labor. If the Index in its form as of the Effective Date hereof is discontinued, or if the basis on which it is now calculated shall be revised, the parties shall make an appropriate conversion to such revised Index on the basis of conversion factors published by the Bureau of Labor Statistics; if such conversion factors are not published, either party may request the Bureau of Labor Statistics to provide, when needed, an appropriate conversion or adjustment which shall be applicable thereafter; or if the Bureau of Labor Statistics shall be unable or unwilling to provide such appropriate conversion or adjustment, then the parties shall, in good faith, agree on a suitable substitute for the Index.

6.5.3 "Base Index" shall mean the Index established for the month in which the prices on the Schedule that Certegy seeks to adjusted became effective; and (ii) for any subsequent increase, the Index in the month that was the Comparative Month in the last applicable increase.

6.5.4 "Percentage Increase" shall mean the percentage equal to the fraction, the numerator of which shall be the Index in the Comparative Month less the Base Index, and the denominator of which shall be the Base Index.

6.5.5 "Comparative Month" shall mean the most recent month for which the Index has been published prior to Certegy providing notice of the increase, which Comparative Month shall be deemed the month of the last increase for purposes of establishing the new "Base Index" for any future increase.

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

Structure, it shall become effective on a reasonable date to be mutually agreed by the parties, which date shall be at least thirty (30) days from Bancard's election and which shall be the first calendar day of a month.

Other Services. Certegy may perform services for Bancard or the Financial Institutions which are not included in this Agreement at prices to be mutually agreed by Certegy and Bancard prior to the performance of such services, and shall be documented by means of a written amendment to this Agreement. Certegy shall not be responsible or obligated for any services Bancard provides to Financial Institutions which are not included in this Agreement including, but not limited to, advertising, research and development, taxes allocated to property owned by Bancard, and insurance. Program Clearing, Settlement and Payment Accounts.

7.0

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

7.1.1 Access. Certegy may access the PCA for the following purposes: daily settlement of all VISA and MasterCard cardholder

(a) amounts due to/from VISA and MasterCard; and daily settlement of fees due Certegy for the transactions

(b) previously processed; and

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

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

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

(f) PCA.

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

[The anticipated average aggregate cardholder base for all Financial Institutions for the next ninety (90) days or two hundred (200), whichever is greater] x 2.5 (anticipated transactions per cardholder account per month) x 52 (anticipated average transaction amount) / 21.5 (average business days per month) x 3. The elements of the above equation shall be adjusted quarterly by Certegy, or more often if deemed necessary by Certegy and Bancard, based on the actual volume of the previous month and seasonal factors, in all cases with advance written notice to Bancard, . Settlement.

7.2

7.2.1 Settlement Account. Bancard shall require each Financial Institution to maintain at all times a demand deposit account (the "Settlement Account" or "SA") for the purpose of replenishing the PCA so that an amount no less than each Financial Institution's pro rata share of the Minimum Balance is maintained at all times. Bancard and/or Certegy through the Automated Clearing House ("ACH") or wire transfer at Bancard's expense, may access each SA on a daily basis to transfer to the PCA a sum equivalent to the product of the following equation: [Financial Institution's anticipated cardholder base for the next ninety (90) days or two hundred (200), whichever is greater] x 2.5 (anticipated transactions per cardholder account per month) x 52 (anticipated average transaction amount) / 21.5 (average business days per month) x 3 (average number of the days required for clearance of transfers from Financial Institutions into the PCA). The elements of the above equation shall be adjusted quarterly by Certegy, or more often if deemed necessary by Certegy and Bancard, based on the actual volume of the previous month and seasonal factors, in all cases with advance written notice to Bancard and each Financial Institution. Bancard shall require each Financial Institution to maintain at all times in the SA an amount equal to the product of the equation expressed above in this section 7.4, as adjusted from time to time.

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

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

7.4 Reporting. Certegy shall furnish to Bancard on a monthly basis

(a) detailed information including bank statements and reconciliation statements for the PCA;

(b) a monthly statement of each day's interchange fees; and

(c) such data as may be reasonably requested by Bancard and/or any Financial Institution. Certegy also shall furnish to each Financial Institution daily statements of settlements with VISA, MasterCard and Certegy.

7.5 Audit. Bancard shall have the right to receive an annual Statement from Certegy's outside certified public accounting firm, at Certegy's expense, in the form such Statement is normally prepared for Certegy's regular audits, which confirms that the firm has examined Certegy's operations and that the reports furnished to Bancard and Financial Institutions are accurate and based upon generally accepted accounting principles. Additional Obligations of Financial Institutions. Each Financial Institution is bound 8.0 by the following provisions as of the Effective Date of this Agreement:

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

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

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

8.4 Indemnification. Notwithstanding any other provision of this Agreement to the contrary, Financial Institution shall indemnify and hold harmless Certegy and Bancard, and their respective stockholders, officers, directors, employees, agents, affiliates, subsidiaries, successors and assigns (the "Indemnified Parties"), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, fees, including reasonable attorney fees, or disbursements of any kind or nature whatsoever (the "Losses"), which may be suffered by, imposed on, incurred by, or asserted against the Indemnified Parties in any way relating to, or arising

out of, any merchant deposit of VISA or MasterCard credit card or debit card sales drafts ("Sales Drafts") which arise from transactions from merchants enrolled by Financial Institution or an agent institution of Financial Institution for the Merchant Program Services provided pursuant to this Agreement and/or the Financial Services Agreement, including counterfeit or fraudulent transactions, credits processed by a merchant, or any chargebacks of Sales Drafts. Certegy shall be a third-party beneficiary of the indemnities in this section, and if Certegy brings any lawsuit, arbitration or other action against Financial Institution to enforce the provisions of this section, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in connection with the action.

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

9.0 Quality Control Standards.

9.1 Compliance Requirements. Certegy shall maintain the Quality Control Standards set forth in Exhibit 2 attached hereto (the "Standards"), which shall apply as appropriate and as indicated on Exhibit 2, beginning on the Effective Date, to the Program Services on the Schedules to Exhibit 1. At the end of each calendar quarter, Certegy and Bancard shall review Certegy's performance for that quarter in light of the Standards. To facilitate such review, Certegy shall provide Bancard with internally generated monthly reports on which the review can be based, along with a certification by a Certegy officer verifying their accuracy. For purposes of measuring Certegy's compliance with the requirements of this section, the "Standards" designated as "material standards" shall be deemed to be "Material Standards" for the purposes of this Agreement. Certegy's failure to meet one or more Material Standards, or three (3) or more of the other Standards, in any calendar quarter, shall be deemed a "Material Failure." In the event of a Material Failure, Certegy shall take those steps necessary to cure that specific Material Failure within the thirty (30) day period following notice by Bancard to Certegy of the Material Failure. The test period to determine whether such cure has been accomplished shall be the thirty (30) day period following the thirty (30) day period for cure referred to above. In the event that the Material Failure has not been cured as evidenced by Certegy's reports thereon, subject to Bancard's right of inspection and audit, Certegy shall have committed a "material breach" of its obligations hereunder which has not been cured within the meaning and intent of section 4.1(b) hereof.

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

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

9.4 Filing and Reporting Requirements. On Bancard's behalf, Certegy agrees to comply with all Visa and MasterCard filing and reporting requirements imposed on Bancard, as a result of Program Services. Certegy's assistance to Bancard with filling and reporting requirements occasioned by the Bancard Program not resulting from Certegy Services shall be subject to the parties agreement on applicable terms and fees.

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

11.0 Confidentiality.

11.1 Each of the parties to this Agreement agrees to hold as secret and confidential information, reports, plans, customer lists, documents, drawings, writings, samples, statements, audit reports, software, manuals, know how and other proprietary material ("Confidential Information") received from the other party. "Confidential Information" shall also include information and data concerning the business, activities, operations, financial results, properties or management of the Financial Institutions or their customers prepared by or for Certegy, or used in any way by Certegy in connection with the provision of Program Services to Financial Institutions and their customers, whether or not Financial Institutions and their customers are therein identified by name. All Confidential Information provided from one party to the other shall remain the property of the disclosing party. For purposes of this section 11.0, Confidential Information shall not include information which becomes available to the public through no wrongful action of the receiving party; which may be published prior to the date hereof; which is already in the possession of the receiving party and not subject to an existing agreement of confidence between the parties; which is received from a third party without restriction and without breach of this Agreement; which is independently

developed by the receiving party; or which is disclosed pursuant to a requirement or request from a government agency. This Agreement shall in no way be construed to grant any right, license, or authorization to either party to use Confidential Information except as permitted in this Agreement. Each party shall restrict Confidential Information received from the other party to those employees and persons in the receiving party's organization with a need to know such Confidential Information in order to provide the Program Services hereunder. Such employees or persons shall be under the same obligations to hold secret and confidential such Confidential Information as provided herein. Certegy may disclose Confidential Information to its third-party vendors or contractors as necessary to provide the Program Services under this Agreement. Before disclosing Confidential Information to such third-party vendors or contractors, Certegy shall first secure the written agreement of such vendors or contractors to protect and limit the use of such Confidential Information as provided herein. The obligations of the parties hereunder shall survive the expiration or earlier termination of this Agreement.

11.2 Bancard and Certegy agree as follows regarding the use to be made of, and the protections to be provided to, Confidential Information, including non-public financial information that is personally identifiable to a customer of a Financial Institution (referenced in the Gramm-Leach-Bliley Act (the "GLB Act"), as "Non-public Personal Information" or "NPI"), which is disclosed to Certegy to enable it to provide the Program Services to Financial Institutions:

11.2.1 NPI shall be treated as Confidential Information under section 11.1 of this Agreement;

11.2.2 All Confidential Information provided to or acquired by Certegy in the course of providing Program Services to a Financial Institution shall be used only for the provision of the Program Services, unless lawful disclosure is authorized in writing by that Financial Institution. Certegy shall not disclose Confidential Information to any person not affiliated with the Financial Institution, except as necessary to provide the Program Services or if such disclosure would be lawful if made directly by the Financial Institution;

11.2.3 When contracting with third parties to assist in providing the Program Services to Financial Institutions ("Third Party Vendors"), Certegy shall require those Third Party Vendors to comply with the same, or substantially similar, confidentiality and privacy obligations as apply to Certegy under this Agreement;

11.2.4 Certegy shall restrict its employees' access to Confidential Information to those employees who need to know the Confidential Information in order to provide the Program Services to Financial Institutions;

11.2.5 Certegy shall maintain physical, electronic and procedural safeguards that comply with the applicable laws and regulations concerning NPI, to prevent unauthorized and unlawful disclosure;

11.2.6 Bancard shall require each Financial Institution to comply with the GLB Act including, but not limited to, providing the privacy notices to each customer of each Financial Institution;

11.3 Upon the expiration and non-renewal, or earlier termination of this Agreement, or at the expiration or termination of any Financial Institution's Financial Services Agreement, each party, including each Financial Institution, shall return to the disclosing party all copies of Confidential Information received from the other, or shall deliver a certificate signed by an officer of the party certifying that such Confidential Information has been destroyed.

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

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

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

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

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

16.0 Insurance.

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

Limits Forms
- - - - -

General Liability - Basic (a)	\$ 500,000
General Liability - Excess	\$15,000,000
Errors and Omissions (b)	\$ 5,000,000
EDP Extra Expense (c)	\$ 1,500,000
Employee Dishonesty - Basic (d)	\$ 50,000
Employee Dishonesty - Excess	\$ 5,000,000

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

16.2 Maintenance of Policies and Endorsements. Certegy agrees to maintain the Insurance Coverage at no less than the above-stated minimum Limits during the Renewal Term and any subsequent renewal terms, between Certegy and Bancard. Certegy shall maintain Endorsements naming Bancard as Loss Payee, as agent for Financial Institutions, on all Certegy insurance policies which provide coverage for losses incurred by Financial Institutions resulting from, or arising out of, employee dishonesty. The Endorsements shall be in a form acceptable to Bancard.

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

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

16.5 Consent to Change Coverage. It is expressly understood and agreed that Certegy may not reduce the Limits below those stated above or discontinue or terminate the

Insurance Coverage for any reason without prior notice to, and the express written consent of, Bancard, which consent shall not be unreasonably withheld.

17.0 Backup Provisions. Certegy will maintain dual Central Processing Units in its computer data center, will provide off-premises secured storage of data and program files as required by VISA, MasterCard and applicable state and federal regulations, and will have available redundant sources of electrical power. In the event Certegy is prevented from performing its obligations under this Agreement through no fault of its own, Certegy shall, through its own facilities, or suppliers of computer equipment, and/or other processors, provide processing services for the Program Services of a quality of care, priority and attention equivalent to that available for Certegy's own work and shall provide such processing services as promptly as is reasonably possible, but in no event later than twenty-four (24) hours after interruption of Certegy's performance.

18.0 Arbitration.

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

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

Unless the time is extended by a majority of the arbitrators, they shall submit their determination in writing within sixty (60) days after the third arbitrator is selected, or if only one arbitrator is acting, within sixty (60) days after the single arbitrator becomes empowered to act alone.

If there are three arbitrators selected, as provided above, an award in writing signed by any two of them shall be final, conclusive and binding upon the parties. Any award made pursuant to arbitration may be entered as a judgment by any court of competent jurisdiction upon the application of any party to said arbitration.

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

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

19.0 MasterCard/VISA Requirements.

19.1 Use of Trademarks.

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

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

19.1.3 Certegy shall indemnify and hold harmless VISA, Bancard and Financial Institutions from any liability, loss, damage or expense of any kind including reasonable attorneys' fees, resulting from any failure by Certegy to comply with all applicable VISA Bylaws and rules and any regulations, procedures or guidelines, as amended from time to time, including the requirements of this section 19.0.

19.2 Solicitation Material. Any solicitation material used by Certegy shall disclose that the subsequent cardholder and/or merchant agreements are between the Financial Institution and the individual cardholder and/or merchant.

19.3 MasterCard Member Service Provider Requirements.

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

19.3.2 Certegy has registered with MasterCard as a Member Service Provider ("MSP") and has submitted a signed MSP Agreement to MasterCard.

19.3.3 Certegy will indemnify and hold harmless MasterCard, Bancard and Financial Institutions from any liability, loss, damage or expense of any kind, including reasonable attorneys' fees, resulting from any failure by Certegy to comply with the Rules, as amended from time to time, including the requirements of this section 19.0.

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

19.3.5 In the event of any inconsistency between any provisions of this section 19.0 and the Rules, the Rules in each instance shall apply.

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

19.4 Certegy will provide the Member Bulletins and other materials and services to Financial Institutions required by VISA (Group Membership) and MasterCard.

20.0 Further Renewal of Agreement.

20.1 Negotiation of Renewal; Notice of Non-renewal. On or before March 31, 2007, Certegy and Bancard shall commence good faith negotiations with each other regarding the terms of a renewal of this Agreement. In the event Bancard determines not to renew this Agreement, Bancard shall provide written notice thereof to Certegy on or before September 30, 2007. If this Agreement is not renewed and expires by its own terms, then the applicable provisions of sections 20.2 and 20.3 below shall apply.

20.2 Non-renewal for Failure to Comply with Standards Provisions. If Bancard does not renew this Agreement because of Certegy's failure to cure a Material Failure in accordance with the requirements of section 9.0 of this Agreement as evidenced by Certegy's reports thereon, subject to Bancard's inspection and audit ("Certegy Failure to Cure"), Certegy agrees that through March 31, 2009, Certegy, its subsidiaries and affiliates, on their own behalf or as program administrators for FIBA, shall not, directly or indirectly, engage in Prohibited Solicitation (as defined in section 4.8 of this Agreement) of Financial Institutions as customers of Certegy, its subsidiaries,

affiliates or as members of FIBA, or as customers of any other entity which is a customer of Certegy, its subsidiaries, affiliates or FIBA, without the prior written approval of Bancard; provided, however, that nothing herein shall restrict (i) Certegy's right to do business with entities which are competitors of Bancard; and (ii) such competitors' rights to solicit Financial Institutions as customers.

20.3 Non-renewal for Other Reasons. If Bancard does not renew this Agreement because of reasons other than a Certegy Failure to Cure, then Bancard shall not enter into a processing agreement with any other company without having first made an offer to Certegy to enter into an agreement on the same or better terms and conditions as such other company is offering to Bancard (the "Competitive Bid"). "Competitive Bid" shall mean each and every provision of the proposed agreement by the other company. The Competitive Bid shall be given to Certegy in writing with a copy of the terms and conditions such other company (which shall be named) is offering; provided, however, that such other company need not be named if such other company desires, or is obligated under applicable securities laws and regulations, to keep its identity confidential. Within fifteen (15) days after receipt of the Competitive Bid from Bancard, Certegy may, at its option, elect to accept Bancard's offer and enter into an agreement with Bancard or may offer Bancard other terms and conditions ("Counter-Proposal") than those contained in the Competitive Bid and, within fifteen (15) days after receipt of the Counter-Proposal, Bancard may elect to enter into an agreement with Certegy. If the offer is not accepted by Certegy or if Certegy's Counter- Proposal is not accepted by Bancard, (i) Bancard may enter into an agreement with such other company in strict accordance with the Competitive Bid, and (ii) for the twelve (12) month period following the expiration and nonrenewal of the Agreement, Certegy, its subsidiaries and affiliates and FIBA, shall not, directly or indirectly, engage in Prohibited Solicitation (as defined in section 4.8 above) of Financial Institutions as customers of Certegy, its subsidiaries, affiliates or FIBA, or as customers of any other entity which is a customer of Certegy, its subsidiaries, affiliates or FIBA, without the prior written approval of Bancard; provided, however, that nothing herein shall restrict (i) Certegy's right to do business with entities which are competitors of Bancard, and (ii) such competitors' rights to solicit Financial Institutions as customers.

20.4 Non-renewal Letter to Financial Institutions. If this Agreement is not renewed in accordance with section 20.2 or 20.3 hereof, then within fourteen (14) days after either (i) the date notice of non-renewal is given by Bancard in accordance with section 20.2, or (ii) the earlier of the date Certegy notifies Bancard that it does not accept Bancard's offer or the expiration of the fifteen (15) day period described in section 20.3, whichever is applicable, Bancard shall send to each Financial Institution via first class U.S. mail a letter in the form attached hereto as Exhibit 3.

20.5 No Effect on Other Certegy Services. Notwithstanding the provisions of sections 4.8, 20.2 and 20.3 or any other provision of this Agreement to the contrary, a "Prohibited Solicitation" shall not include, and no Certegy company shall be prohibited from, marketing and providing services other than VISA or MasterCard credit, debit or merchant processing or related enhancement services. A "Prohibited Solicitation" also shall not include the E-Banking Services or any other services provided by Certegy E-Banking.

21.0 Disposal of Records. Upon expiration or earlier termination of this Agreement, Certegy will dispose of the information and records pertaining to Bancard, Financial Institutions and

Financial Institutions' customers in any manner Certegy deems appropriate consistent with applicable VISA and/or MasterCard and federal government agencies' regulations, unless Bancard, prior to such expiration or termination, furnishes to Certegy written instructions for the disposition of such information and records at Bancard's expense.

22.0 Falcon Services. Certegy is party to an agreement with HNC Software, Inc. ("HNC"), in which Certegy has the right to offer HNC's proprietary transaction account fraud detection systems, commercially known as Falcon™ and Falcon Debit™ (collectively, "Falcon"). Bancard hereby engages Certegy to provide the Falcon services ("Falcon Services") to all Financial Institutions receiving the Credit Card Program Services. Bancard shall require all Financial Institutions receiving the Credit Card Program Services to utilize Falcon through Certegy in conjunction with such Services. Financial Institutions receiving the Debit Card Program Services may also choose to receive the Falcon Services under the terms of this Agreement.

22.1. Falcon Fees. Bancard shall be responsible for either paying or for each Financial Institution paying, to Certegy, the fees for the Falcon Services (the "Falcon Fees").

22.2. Responsibilities of Financial Institutions. As agent for each of the Financial Institutions, Bancard agrees as follows:

22.2.1 Each Financial Institution shall participate, via Certegy, in HNC's Fraud Control Consortium (the "Consortium"), a cooperative arrangement among credit and debit card issuers and HNC that permits HNC to collect and analyze data on credit and debit card fraud for the sole purpose of identifying fraud trends and fraudulent behavior. Bancard authorizes Certegy to provide to HNC information in its possession, and Bancard shall provide to Certegy or arrange for Certegy to receive, on a monthly basis, information from each Financial Institution requested from time to time by HNC, for use by HNC to update its fraud detection algorithms. Bancard understands and agrees that as a member of the Consortium making contributions of data for use by HNC, as requested by Certegy from time to time, is a requirement for use of Falcon. All Financial Institution data provided to the Consortium will be subject to the confidentiality provisions set forth in sections 11.0 and 22.8 of this Agreement. HNC and/or Certegy may make modifications and updates to Falcon, from time to time, in their sole discretion.

22.2.2 Each Financial Institution shall participate in periodic confidential surveys deemed necessary by Certegy to assess Falcon's performance. Subject to the confidentiality provisions of this Agreement, Bancard, on behalf of itself and all participating Financial Institutions, authorizes Certegy to provide to HNC any Financial Institution information deemed reasonably necessary by Certegy or HNC in connection with the operation of Falcon.

22.2.3 The parameters for operation of Falcon shall be determined from time to time by Certegy and HNC, as applicable, in their sole discretion, to attempt to improve the performance of Falcon. Examples of such parameters include, without limitation, minimum Falcon scores required to trigger an inquiry, prerequisites to a card block decision and/or initiation of contact by Certegy with Financial Institutions or cardholders.

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

Accordingly, Bancard shall arrange for each Financial Institution to always monitor its Falcon service reports to determine, as the final decision maker, whether Financial Institution should contact the cardholder and/or block the account.

22.2.5 Bancard and each Financial Institution shall comply with the requirements of this section and the current Falcon operating procedures, and as they may be from time to time amended.

22.3 Certegy's Responsibilities.

22.3.1 Certegy shall arrange for each Financial Institution to have access to the Falcon Services in connection with provision of the Program Services as provided herein. Certegy shall provide to Bancard and each Financial Institution its then-current copy of the Falcon operating procedures which shall include, but not be limited to: (i) the then-current description of Falcon; (ii) the operating hours of Certegy's customer service center for Falcon-related questions; and (iii) procedures for Financial Institutions to utilize the Falcon service.

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

22.3.3 Certegy shall maintain a customer service center to respond to telephone calls from Bancard and Financial Institutions regarding the Falcon service.

22.3.4 Upon receipt of a Falcon scored transaction that is deemed by Certegy, in its sole discretion, as being questionable under Falcon, Certegy will twice attempt to contact the applicable Financial Institution's cardholder within a 24 hour period, as well as block transactions on a card at any time, regardless of whether Certegy has been able to communicate with the cardholder or Financial Institution prior to such block, as contemplated by the then current Falcon operating procedures and subject to subsection 22.4 of this Agreement.

22.4. Disclaimer of Liability. Neither Certegy, HNC nor Bancard shall be responsible for any losses, damages, or liabilities of any kind or nature, whether in contract, tort (including negligence), strict liability or under any other theory, incurred by Financial Institutions, their agents, or any cardholders, caused by failures, inaccuracies or errors in Falcon's operation, failure of Falcon to detect fraudulent transactions or other claims associated with Falcon or the functions and services provided by Certegy, Bancard, or HNC with respect to the Falcon Services.

In no event shall Certegy, Bancard, or HNC be liable for indirect, special, incidental, or consequential damages including, but not limited to, lost profits incurred by Financial Institutions, their agents, or any cardholders in connection with the Falcon Services. Financial Institutions shall indemnify and hold Certegy, Bancard and HNC harmless from any liability of any kind or nature, fees (including reasonable attorneys' fees) and expenses resulting, directly or indirectly, from any claim by Financial Institution cardholders based upon the use of Falcon Services. Certegy, for itself and on behalf of Bancard and HNC, disclaims all warranties with respect to the Falcon Services provided pursuant to this section, both express and implied including, but not limited to, any implied warranty of merchantability and warranty of fitness for a particular purpose.

The Falcon Services are provided "as is" with no warranties or representations by any party.

22.5. Ownership of Computer Programs and Related Documentation; Disposal of Records. All computer programs and related documentation used or supplied by Certegy and/or HNC to provide Bancard and Financial Institutions with access to Falcon are subject to the proprietary rights of Certegy and HNC respectively, as well as the confidentiality provisions of this Agreement. This section shall in no way be construed to grant any right, license or authorization to Bancard or to any Financial Institution to use the computer programs and/or related documentation used or supplied by Certegy or HNC for any purpose except as permitted herein.

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

22.8 Confidentiality of Falcon. Bancard, on behalf of itself and all Financial Institutions, and Certegy, each agrees to hold in strictest confidence any information and material which is related to the other party's business, software systems or information and material which is designated as proprietary and confidential herein or otherwise, by any party in connection with the

Falcon Services. Such information shall be treated as Confidential Information. Neither party nor any Financial Institution shall use such Confidential Information of the other party other than for the specific purposes of the Falcon Service. Confidential Information shall also include information obtained by HNC directly from each Financial Institution, pursuant to Financial Institution's participation in the Consortium, through Bancard, or otherwise. Each party's obligations of confidentiality under this section shall survive the expiration or earlier termination of this Agreement. Without limiting the generality of the foregoing, Certegy and Bancard, for itself and each Financial Institution, agree:

(a) Not to disclose or permit any other person or entity access to any Confidential Information, except that such disclosure or access shall be permitted to any employee, agent, representative or independent contractor of such party requiring access to the same in the course of his or her employment or services to the extent reasonably required to carry out the purposes of the Falcon Service;

(b) To ensure that its employees, agents, representatives, and independent contractors who are given access to any Confidential Information of the other party are advised of the confidential nature of such information and are precluded from taking any action prohibited under section 11.0 herein;

(c) Not to alter or remove any identification, copyright or proprietary rights notice which indicates the ownership of any part of any Confidential Information of another party;

(d) To notify the other party promptly and in writing of the circumstances surrounding any possession, use or knowledge of any Confidential Information of the other party by any person or entity other than those authorized by this Agreement; and For purposes of this section 22.8 only, the term "Certegy" shall include both Certegy and HNC. Certegy represents and warrants to Bancard that, by the terms of its agreement with HNC, HNC is subject to the confidentiality obligations set forth in this section 22.8.

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

23.0 Special Programming.

23.1 During the Renewal Term, Certegy shall make programming time available to Bancard, at a maximum rate of 1,500 hours per year, cumulative to a maximum of 4,000 hours, to implement additional system features and functions (the "Modifications") to the Program Services

provided by Certegy to Financial Institutions. Certegy's duties under this section shall terminate in the event Bancard provides notice of nonrenewal pursuant to section 20.1.

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

23.3 Certegy expressly reserves the right to assign any Modification for completion to the appropriate skill required.

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

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

25.0 Financial Institution Benefit Association. Bancard agrees that it shall sign a Financial Institution Benefit Association, Inc. ("FIBA") Membership Agreement in the form attached hereto as Exhibit 3, on behalf of itself and the Financial Institutions. Bancard agrees to require that each Financial Institution be bound by the terms of the FIBA Membership Agreement and that each shall be a Sponsoring Member of FIBA as that term is defined in the FIBA Membership Agreement. Each Financial Institution, as a Sponsoring Member of FIBA, can make available to its customers any of the benefits of FIBA membership by signing individual FIBA Riders to the FIBA Membership Agreement.

26.0 Legal Compliance and Indemnification.

26.1 Sample Forms. As a convenience to Bancard and the Financial Institutions which issue VISA or MasterCard credit cards, Certegy shall provide to Bancard for the Financial Institutions samples of (i) applicable terms and conditions of credit card issuance and use; and (ii) required federal Truth-In-Lending disclosures. All sample forms are provided with no express or implied representation or warranty as to their compliance with applicable state or federal law or

appropriateness for use by Financial Institutions, and Financial Institutions shall have the responsibility for overall approval of such materials.

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

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

26.4 Indemnification by Financial Institution. Bancard shall require each Financial Institution to defend, indemnify and hold both Bancard and Certegy harmless from and against any and all liabilities, claims, damages, losses or expenses, including attorneys' fees, which arise out of or in connection with, the transfer of any data or the performance of any vendor, as contemplated by section 3.2 of this Agreement. Notwithstanding anything to the contrary in this section 26.0, each Financial Institution shall be solely responsible for providing any and all required debit card disclosures and forms to its customers. Each Financial Institution shall be solely responsible for compliance with all applicable laws, rules, and regulations applicable to all aspects of the operations of its VISA debit card programs, regardless of whether Financial Institution uses any forms or other materials supplied by Certegy.

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

26.6 Limitation on Indemnities. Indemnities under this section 26.0 shall be in addition to any right of indemnification or other rights or remedies which any party may otherwise have under this Agreement or applicable law.

27.0 Limitations on Damages. In any action by one of the parties against the other arising from performance, or the failure of performance, or in connection with the indemnity provisions of this Agreement, damages, liabilities, costs, losses, expenses, claims and fees will be limited to direct money damages, losses, expenses, costs, fees, including attorneys' fees, and statutory penalties, if any imposed, in an amount not to exceed such amount actually incurred by the party. In no case will one party be responsible to another for special, incidental, consequential or exemplary damages, except as a result of a willful breach of this Agreement.

28.0 Distribution to Financial Institutions. Within thirty (30) days after the execution of this Agreement by both parties, Bancard shall distribute copies of this Agreement to all Financial Institutions by certified mail or by courier, and shall obtain a receipt for each delivery, and shall advise each that (a) this Agreement supersedes the 1994 Renewal Agreement, as amended, (b) each of them is bound by the relevant provisions of this Agreement in accordance with section 2 of their Financial Services Agreement with Bancard, and (c) the term of their Financial Services Agreement remains concurrent with the Renewal Term.

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

30.0 Guarantees of Certegy Inc. The Guarantee and Indemnity of Certegy Inc., currently in effect, which guarantees the full and faithful performance by Certegy of all its obligations under the 1994 Renewal Service Agreement which result from, or arise out of, employee dishonesty, and indemnifies Bancard and Financial Institutions against liability, loss or damage resulting therefrom, shall remain in full force and effect in accordance with its terms.

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

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

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

34.0 Entire Agreement; Construction. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter of this Agreement, and any and all other prior agreements, understandings, or representations are hereby terminated and cancelled in their entirety and are of no further force and effect. This Agreement shall not be construed more strongly against either party regardless of which is more responsible for its preparation.

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

36.0 Assignment. Bancard may freely assign its rights and obligations hereunder to any organization which is majority owned directly or indirectly by the Independent Community Bankers of America. Upon any such intended assignment, Bancard shall provide Certegy with advance notice. In no event shall such an assignment or transfer be deemed a termination for purposes of section 4.0 hereof. Otherwise, neither Certegy nor Bancard may assign its rights or obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld. Any unauthorized assignment shall be void.

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

To Certegy: Certegy Card Services, Inc.
11720 Amberpark Drive
Alpharetta, GA 30004
Attention: Lee A. Kennedy
President and CEO

With a Copy To:
To Bancard:
With a Copy To:

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

39.0. Captions. The section captions in this Agreement are for convenience only and shall not bear on the interpretation of the terms of this Agreement. IN WITNESS WHEREOF, the parties hereto have executed this 2003 Renewal Service Agreement as of the Effective Date.

ICBA BANCARD, INC.,
a Delaware corporation

By: /s/ Linda F. Echard

Linda F. Echard,
President and CEO
Certegy Law Department

11601 Roosevelt Blvd. TA-41
St. Petersburg, FL 33716-2202
Attention: Norman E. Gamble

ICBA Bancard, Inc.
Suite 400
2107 Wilson Boulevard
Arlington, VA 22201
Attention: Linda F. Echard
President

Powell, Goldstein, Frazer & Murphy LLP
1001 Pennsylvania Avenue, N.W.
Washington, D.C. 20004
Attention: Leonard J. Rubin, Esq.

CERTEGY CARD SERVICES, INC.,
a Florida corporation

By: /s/ Lee Kennedy

Lee A. Kennedy,
President and CEO

CERTEGY CARD SERVICES, INC.

ICBA BANCARD, INC.

2003 RENEWAL SERVICE AGREEMENT

EXHIBIT 1

SCHEDULE LISTING

(CERTEGY LOGO)

CERTEGY CARD SERVICES, INC.
ICBA BANCARD, INC.
2003 RENEWAL SERVICE AGREEMENT
EXHIBIT 1
SCHEDULE LISTING

- Schedule A Full Service Credit Card Services and Fees
 - Schedule B Services and Fees for Self-Administered Credit Card Programs
 - Schedule C Price List For Direct Processing Merchant Services
 - Schedule E Signature Based Debit Card and In-House/Pass-Through Credit Card Services and Fees
 - Schedule F Debit Card including PIN and ATM Services and Fees
 - Schedule G Commercial Card Processing Services and Fees
 - Schedule I Terms and Fees for Certegy E-Banking Software and Services
 - Schedule J Price List for Stored Value Card Processing Services
 - Schedule K Service and Fees for Full Service BASE2000 Credit Card Processing
 - Schedule L Services and Fees for Self-Administered BASE2000 Credit Card Programs
- Exhibit 1

CERTEGY CARD SERVICES, INC.

ICBA BANCARD, INC.

SCHEDULE A

FULL SERVICE CREDIT CARD SERVICES AND FEES

EFFECTIVE JANUARY 1, 2004

(CERTEGY LOGO)

CERTEGY CARD SERVICES, INC.
ICBA BANCARD, INC.
2003 RENEWAL SERVICE AGREEMENT
SCHEDULE A
FULL SERVICE CREDIT CARD SERVICES AND FEES
EFFECTIVE JANUARY 1, 2004

1. PLASTICS

1.1 EMBOSSING. (excluding plastic and postage/delivery) Includes:

- a. Embossing and encoding of plastic
- b. Card Carrier
- c. Envelope
- d. Inserting of plastic
- e. Inserts with card carriers
 - One time set-up fee [*]
 - One time additional set-up fee per card type [*]
 - Insert set-up fee (daily per set-up) [*]
 - Per insert [*]

[*]

1.2 PIN GENERATION-REGULAR. (excluding postage/delivery) includes:

- a. Generation of Personal Identification Number ("PIN") [*]
- b. PIN Mailer [*]

1.3 IVR PIN CUSTOMIZATION. Includes IVR call: [*]

1.4 RETURNED PLASTICS. (excluding postage/delivery) This fee applies when plastic is returned to Certegy. Includes: [*]

- a. Handling of return mail [*]
- b. Sending mailer, plastic and returned envelope to Financial Institution via certified mail. [*]

1.5 SPECIAL REQUESTS. (excluding plastics and postage/delivery) Includes: [*]

- a. All items listed under "Embossing"
- b. Receipt and handling of request
- c. "Walk through" of plastic to insure 24-hour turnaround on normal business days

1.6 CARD ACTIVATION. (Optional Service)

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

[*]

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2. MASTER FILE MAINTENANCE.

2.1 NEW ACCOUNTS. Includes:

- a. On-Line data capture of all new account information [*]
- b. CardSource(R) data capture and downloading of all new account information to permanent file [*]

2.2 FILE CHANGES.

- a. On-line data capture of all changes to the cardholder accounts [*]
- b. CardSource(R) data capture and down-loading of all file changes to permanent file [*]

- 2.3 RECORD RETENTION. Computer storage during all or any portion of a month of each credit card account issued by Financial Institution (including charged-off accounts) that appear on Financial Institution's master file maintained by Certegy, as well as the capturing of all transactions [*]

[*]

- 2.4 SPECIAL CHANGES. (Those taken by phone requiring immediate attention) Includes: [*]

- a. All items under "file changes"
- b. "Walk through" of change to insure immediate input
- c. Temporary credit increases

3. CUSTOMER SERVICE.

- 3.1 TOLL-FREE CUSTOMER SERVICE ACCESS. (Optional Service) Providers for printing of toll-free phone number on Financial Institution's statement and access to customer service via toll-free phone number. This fee applies to ad accounts on file. [*]

- 3.2 HIGH-VOLUME CARD CUSTOMER SERVICE FEE. (Optional Service) [*]
- This fee will apply to any card program targeted to a customer segment that generates a high volume of customer service calls, (i.e. secured cards, sub-prime or any high fee/low credit line program) [*]

- 3.3 PREMIUM CUSTOMER SERVICE. [*]

- 3.4 VIP CUSTOMER SERVICE. [*]

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[*]

4. COMPUTER PRINTOUTS.
- 4.1 NOTICES. Includes: [*]
- a. Printing of Notice, including post mailers
- b. All forms
- 4.2 REPORTS - PAPER. (Per month per Financial Institution BIN/ICA)
Includes Cardholder Package. [*]
5. CREDIT CARD AUTHORIZATION FEE. Applies to each authorization request. [*]
6. TRANSACTION POSTING FEE.
- a. Certegy provides customer service functions.
- b. Charge applicable to sales purchases, returns, cash advances and payments (including lockbox services).
- [*]
7. PAYMENTS. Includes ACH & remote entry payment only; all other payments processed by Certegy are billed under the transaction posting fee. Certegy manages ACH files, rejected items, processing and posting of payments. [*]
8. PREMIER STATEMENT PREPARATION. Includes:
- a. Preparation of cardholder statements monthly
- b. All forms and envelopes for statements
- c. Inserting and handling of statements
- d. Customization fee (including addition of logo's) [*]
9. SPECIAL STUTTERS FOR STATEMENTS. Includes physical stuffing of additional promotional pieces in with the monthly statement. [*]
10. MESSAGES FOR STATEMENTS. (per Financial Institution) Includes:
- a. Automatic messages (all Financial Institutions) [*]
- b. Customized messages [*]

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* All prices effective January 1, 2004, except: 1) those not changed and 2) those that become effective September 1, 2002, which are indicated by a (#).

CERTEGY CARD SERVICES, INC.
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2003 RENEWAL SERVICE AGREEMENT
SCHEDULE A
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EFFECTIVE JANUARY 1, 2004

- 11. LOST/STOLEN CARD STATUSING. Includes Certegy taking call and statusing account. [*]
- 12. AUDIT CONFIRMATIONS. (excluding postage) Includes: [*]
 - a. Preparing and mailing audit confirmations upon written request [*]
 - b. Per account confirmation [*]
- * Per Financial Institution per audit request [*]
- 13. STANDARD TAPE AND NAME/ADDRESS LABELS. [*]
- 14. CREDIT BUREAU REPORTING. (Per month per Financial Institution per Credit Bureau) Includes creating tape and forwarding to the Credit Bureau designated by Financial Institution. [*]
- 15. SPECIAL-SERVICES. [*]
- 16. [*] [*]
- 17. [*] [*]
- 18. [*] [*]
- 19. ONE-TIME ON-LINE TERMINAL AND COMMUNICATIONS SET-UP FEE. [*]
- 20. ON-SITE INSTITUTION TRAINING. (at customer's request) [*]
- 21. SEMINARS. Seminars provided from time to time on a variety of card processing subjects. [*]
- 22. ASSOCIATION MANAGEMENT FEES. This fee will apply to each incoming and local-to-local sales purchase, return, and cash advance. [*]
- 23. CARDSOURCE(R) MAINTENANCE FEE. Includes: [*]
 - a. On-going software maintenance
 - b. New software releases
 - c. Daily customer support

- - - - -
* All prices effective January 1, 2004 except: 1) those not changed and 2) those that became effective September 1, 2002, which are indicated by a *.
Schedule A*

CERTEGY CARD SERVICES, INC.
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EFFECTIVE JANUARY 1, 2004

24. CARDSOURCE(R) COLLECTIONS MODULE.
- a. One time set-up fee [*]
 - b. Monthly maintenance fee [*]
25. ON-LINE COLLECTION SYSTEM.
- 25.1 MONTHLY SERVICE CHARGE. Provides interface with Collection Management System [*]
 - 25.2 RECORD RETENTION. Per account per month fee on the Collection Management System (Financial Institution parameter driven) [*]
 - 25.3 PER ACCOUNT ACCESS FEE. Per inquiry into the On-line Collection system. [*]
26. ONLINE COLLECTION SYSTEM LETTERS. (excluding postage/delivery) Includes: [*]
- a. Standard Letter Services
 - b. Customer Letter Services
 - c. Printing of Letters
 - d. All Forms
27. INTERFACE TO THIRD PARTY PROCESSORS. Providing a daily transmission of cardholder data to the Financial Institution or the Financial Institution's authorized processor.
- 27.1 SIGN-UP FEE.
 - a. Direct Connection to Certegy [*]
 - b. Connection through processor [*]
 - 27.2 MONTHLY MAINTENANCE FEE. [*]
 - a. Direct Connection to Certegy [*]
 - b. Connection through processor [*]
 - 27.3 TRANSACTION FEE. Assessed on each posted transaction.
[*]

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28. MYCARDSTATEMENT.COM (Optional Service)

MyCardStatement.com is a service that provides cardholders access to their credit card information via the Internet. Cardholder functionality includes the ability to view account balance, transaction and historical statement information and to pay their monthly credit card invoice online.

[*]

[*]

29. VERIFIED BY VISA AND/OR MASTERCARD SECURECODE.

Includes hosting of enrollment and authentication services, and front line customer service

a. Visa issuer credit program monthly per bank fee [*]

b. MasterCard issuer credit program fee [*]

c. Enrolled account hosting and maintenance (per account per month) [*]

d. Authentication request (per request) [*]

30. READI REVIEW. SM (Optional Service)

Separate Agreement Required Read-Review SM Plus enables the Financial Institution to manage credit risk and opportunity within the card portfolio by assigning a Beacon Risk Score and a Credit Grade score to existing card accounts. This information helps Financial Institution evaluate and predict future credit performance and predict the likelihood of bankruptcy, charge-off, loan default or serious delinquency. Read-Review SM Plus is available in two options, the Full Portfolio Review analyzes all accounts to determine which accounts meet requirements for additional products, services or credit line changes. The Reissue Review works with other pre-determined reissue criteria to provide a complete picture before the plastic is reissued. Either option - Full or Reissue - provides critical information to manage opportunities and risks within a portfolio.

31. E-REPORTS.

[*]

32. MANUALS/CD-ROM.

Annual Subscription [*]

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33. EXTENDED ON-LINE STATEMENT HISTORY. (Optional Service)

Provides on-line statement history viewing. Fee is per account per month

[*] [*]

34. FRAME RELAY.

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

35.1 COMPUTER REPORTS - MICRO FICHE. Includes:

- a. Cardholder Package, per month per financial institution BIN/ICA [*]
- b. Business Card Package, per month per Financial Institution BIN/ICA [*]

35.2 COURIER. Includes: [*]

- a. All cost of courier for delivery of media or reports to and from Financial Institution. [*]
- b. If U.S. mail is used, all postage costs are borne by Financial Institution. [*]

35.3 POSTAGE. Includes all first class postage associated with mailing of plastics, statements, notices or other mailings requested by Financial Institution. [*]

35.4 POSTAGE PRE-SORT REBATE. (Qualifying Items) [*]

This is a rebate to Financial Institution for current first class rate for qualifying statements, as identified by Certegy. [*]

35.5 ELECTRONIC WARNING BULLETIN LISTINGS. Includes: [*]

- a. VISA/MasterCard charge for listing on the Electronic Warning Bulletin.
- b. Charges for listing in the printed warning bulletin for regions outside the U.S.

35.6 RETRIEVALS FROM MASTERCARD OR VISA OR LOCAL TO LOCAL.

Both MasterCard and VISA rules require the processor to provide copies of original and microfilmed transactions. The cost of producing the copies is covered by a fee schedule. Certegy's fees for performing those tasks will be in conformity with the currently published schedule. Currently,

Original	Copy	Electronic/Facsimile
-----	----	-----

VISA	[*]	[*]	[*]
Master Card	[*]	[*]	[*]

35.7 OTHER MASTERCARD AND VISA FEES, ASSESSMENTS AND OTHER SERVICES.

Financial Institution shall be responsible for all MasterCard and VISA fees, dues and assessments related to the cardholder service provided to the card-issuing members (e.g., "Please Call" fees).

35.8 CARDSOURCE(R) MONTHLY TRANSMISSION COSTS. Includes receiving and transmitting data, per transaction. [*]

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35.9 ULTRAGRAPHICS LOGO SETUP FEE FOR PLASTIC EMBOSSING.

- a. Camera Ready Artwork [*]
- b. Non-camera ready artwork [*]

CERTEGY CARD SERVICES, INC.

ICBA BANCARD

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SCHEDULE B

SERVICES AND FEES FOR SELF-ADMINISTERED CREDIT CARD PROGRAMS

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(CERTEGY LOGO)

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1. PLASTICS.

- 1.1 EMBOSSING. (excluding plastic and postage/delivery) Includes: [*]
a. Embossing and encoding of plastic [*]
b. Card Carrier [*]
c. Envelope [*]
d. Inserting [*]
- 1.2 PIN GENERATION - REGULAR. (excluding postage/delivery) Includes: [*]
a. Generation of Personal Identification Number ("PIN") [*]
b. PIN Mailer [*]
- 1.3 PIN GENERATION - USER SELECT. (excluding postage/delivery) Includes:
a. PIN Mailer [*]
b. File Update [*]
- 1.4 SPECIAL REQUESTS. (excluding plastics and postage/delivery) Includes:
a. All items listed under "Embossing." [*]
b. Receipt and handling of request. [*]
c. "Walk-Through" of plastic to insure 24 hour turnaround on normal business days [*]
- 1.5 CARD ACTIVATION. (Optional Service)
The following fee schedule will apply per credit card account issued, reissued or converted in, whether the card is activated, activation is declined or no activation attempt is made at all:
[*]

2. MASTER FILE MAINTENANCE.

- 2.1 NEW ACCOUNTS. Includes:
a. Off-Line [*]
(i) Data capture of all new account information from new account form [*]
(ii) Visual verification of all data entered to insure accuracy [*]
b. On-Line - Data capture of all new account information [*]

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6. PAYMENTS. [*]
Includes ACH & remote entry payment only; all other payments processed by Certegy are billed under the transaction posting fee. Certegy manages ACH files, rejected items, processing and posting of payments.
7. STATEMENT PREPARATION. Includes: [*]
a. Preparation of cardholder statements monthly
b. All forms and envelopes for statements
c. Inserting and handling statements
8. SPECIAL STUFFERS FOR STATEMENTS. [*]
Includes physical stuffing of additional promotional pieces in with the monthly statement [*]
9. MESSAGES FOR STATEMENTS. (per Financial Institution) Includes:
a. Automatic messages (all Financial Institutions) [*]
b. Customized messages [*]
10. LOST/STOLEN CARD STATUSING. [*]
Includes Certegy taking call and statusing account
11. AUDIT CONFIRMATIONS. (excluding postage) Includes:
a. Preparing and mailing audit confirmations upon written request (Per Financial Institution per audit request.) [*]
b. Per account confirmation [*]
12. STANDARD TAPE AND NAME/ADDRESS LABELS. [*]
13. CREDIT BUREAU REPORTING. (Per month per Financial Institution per Credit Bureau) Includes creating tape and forwarding to the Credit Bureau designated by Financial Institution [*]
14. SPECIAL SERVICES. Quoted Separately
15. [*]
16. [*]
17. [*]

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18. ONE-TIME ON-LINE TERMINAL AND COMMUNICATION SET-UP FEE. [*]
19. ON-SITE INSTITUTION TRAINING. (at customer's request) [*]
20. SEMINARS. [*]
- Seminars provided from time to time on a variety of card processing subjects. [*]
21. ON-LINE COLLECTION SYSTEM. [*]
- 21.1 MONTHLY SERVICE CHARGE. Provides interface with Collection Management System. [*]
- 21.2 RECORD RETENTION. Per account per month fee on the Collection Management System (Financial Institution parameter driven) [*]
- 21.3 PER ACCOUNT ACCESS FEE. Per inquiry into the On-Line Collection System. [*]
22. ON-LINE COLLECTION SYSTEM LETTERS. Includes: [*]
- a. Standard Letter Services
- b. Customer Letter Services
- c. Printing of Letters
- d. All Forms
23. INTERFACE TO THIRD PARTY PROCESSORS. Providing a daily transmission of cardholder data to the Financial Institution or the Financial Institution's authorized processor.
- 23.1 SIGN-UP FEE.
- a. Direct Connection to Certegy [*]
- b. Connection through processor [*]
- 23.2 MONTHLY MAINTENANCE FEE. [*]
- a. Direct Connection to Certegy [*]
- b. Connection through processor [*]
- 23.3 TRANSACTION FEE. Assessed on each posted transaction
[*]

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24. BILLING ERROR AND DISPUTE PROCESSING. (Optional Services)

24.1 CUSTOMER ENTERED CHARGEBACK OR RETRIEVAL VIA ONLINE ENTRY. [*]

24.2 CERTEGY ENTERED CHARGEBACK OR RETRIEVAL. [*]

24.3 CERTEGY BASIC BILLING ERROR SERVICES.

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

[*]

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

[*]

24.5 CERTEGY FRAUD SERVICES. [*]

Services include recovery of fraudulent transactions, all phases of the chargeback cycle, obtaining affidavits, and providing a close out package to the institution outlining final fraud balance for charge off or insurance claims.

25. SELF-ADMINISTERED BANK TELEPHONE CUSTOMER SERVICE. (Optional Services)

25.1 AFTER HOURS TELEPHONE CUSTOMER SERVICE. [*]

Includes telephone customer service outside of normal business hours. After hours customer service is provided 5:00 p.m. to 7:00 a.m. Monday through Friday and 7:00 a.m. to 9:00 p.m. Saturday. Closed on Sunday.

25.2 HIGH-VOLUME CARD CUSTOMER SERVICE FEE. [*]

This fee will apply to after hours customer service for any program targeted to a customer segment that generates a high volume of customer service calls (i.e. secured cards, sub-prime or any high fee/low credit line program).

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25.3 TOLL-FREE CUSTOMER SERVICE ACCESS. [*]

Provides for printing of toll-free phone number on Financial Institution's statement and access to after hours customer service via toll-free phone number. This fee applies to all accounts on file.

25.4 PREMIUM CUSTOMER SERVICE.

[*]

25.5 VIP CUSTOMER SERVICE.

[*]

26. E-REPORTS. Includes:

[*]

27. MYCARDSTATEMENT.COM (Optional Service)

MyCardStatement.com is a service that provides cardholders access to their credit card information via the Internet. Cardhold functionality includes the ability to view account balance, transaction and historical statement information and to pay their monthly credit card invoice online.

[*]

28. VERIFIED BY VISA and/or MasterCard SecureCode,

Includes hosting of enrollment and authentication services, and front line customer service

- a. Visa issuer program monthly per bank fee [*]
- b. MasterCard issuer program monthly fee [*]
- c. Enrolled account hosting and maintenance (per account per month) [*]
- d. Authentication request (per request) [*]

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29. READI REVIEW.(SM) (Optional Service) [*]
Readi-Review(SM) Plus enables the Financial Institution to manage credit risk and opportunity within the card portfolio by assigning a Beacon Risk Score and a Credit Grade score to existing card accounts. This information helps Financial Institution evaluate and predict future credit performance and predict the likelihood of bankruptcy, charge-off, loan default or serious delinquency. Readi-Review(SM) Plus is available in two options, the Full Portfolio Review analyzes all accounts to determine which accounts meet requirements for additional products, services or credit line changes. The Reissue Review works with other pre-determined reissue criteria to provide a complete picture before the plastic is reissued. Either option - Full or Reissue -provides critical information to manage opportunities and risks within a portfolio.
30. NEURAL NETWORKS. (Optional Service) [*]
a. Falcon(R)
b. CRIS
31. MANUALS / CD-ROM.
Annual Subscription [*]
32. EXTENDED ON-LINE STATEMENT HISTORY. (Optional Service)
Provides on-line statement history viewing, Fee is per account per month
[*] [*]
33. FRAME RELAY. [*]
34. DISPUTE MANAGEMENT SYSTEM.
[*]
35. PASS THROUGH FEE ITEMS. (Note; Pass THROUGH Fee ITEMS ARE NOT INCLUDED IN MONTHLY minimum totals.) All fees and fee increases incurred by Certegy for the items listed below shall be passed on to the Institution.
35.1 COMPUTER REPORTS - MICRO FICHE (Per month per Financial Institution BIN/TCA) Includes:
a. Cardholder Package [*]
b. Business Card Package [*]

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- 35.2 COURIER. Includes: [*]
- a. All cost of courier for delivery of media or reports to and from Financial Institution
 - b. If U.S. Mail is used, all postage costs are borne by Financial Institution.

- 35.3 POSTAGE. [*]
- Includes all first class postage associated with mailing of plastics, statements, notices or other mailings requested by Financial Institution. [*]

- 35.4 POSTAGE PRE-SORT REBATE, (Qualifying Items) [*]
- This is a rebate to Financial Institution for current first class rate for Qualifying statements, as identified by Certegy.

- 35.5 ELECTRONIC WARNING BULLETIN LISTINGS. Includes [*]
- a. VISA A/MasterCard charge for listing on the Electronic Warning Bulletin.
 - b. Charges for listing in the printed Warning Bulletin for regions outside the U.S.

- 35.6 RETRIEVALS FROM MASTERCARD OR VISA OR LOCAL TO LOCAL.
- Both MasterCard and VISA rules require the processor to provide copies of original and microfilmed transactions. The cost of producing the copies is covered by a fee schedule, Certegy's fees for performing those tasks will be in conformity with the currently published schedule. Currently,

	Original -----	Copy -----	Electronic /Facsimile -----
VISA	[*]	[*]	[*]
MasterCard	[*]	[*]	[*]

- 35.7 OTHER MASTERCARD AND VISA FEES, ASSESSMENTS AND OTHER SERVICES.
- Financial Institution shall be responsible for all MasterCard and VISA fees, dues and assessments related to the cardholder service provided to the card issuing members (e.g., "Please Call" fees),

- 35.8 ULTRA GRAPHICS LOGO SETUP FEE FOR PLASTICS EMBOSSING.
- a. Camera Ready Artwork [*]
 - b. Non-camera ready artwork [*]

CERTEGY CARD SERVICES, INC.

ICBA BANCARD, INC.

2003 RENEWAL SERVICE AGREEMENT

SCHEDULE C

PRICE LIST FOR DIRECT PROCESSING MERCHANT SERVICES

EFFECTIVE JUNE 1, 2003

(CERTEGY LOGO)

CERTEGY CARD SERVICES, INC.
ICBA BANCARD, INC.
2003 RENEWAL SERVICE AGREEMENT
SCHEDULE C
PRICE LIST FOR DIRECT PROCESSING MERCHANT SERVICES
EFFECTIVE JUNE 1, 2003

1. CERTEGY OBLIGATIONS. During the term of this Agreement, Certegy shall:
 - 1.1 Activate new merchant accounts;
 - 1.2 Produce station plates for imprinters;
 - 1.3 Sell Imprinters to Financial Institutions as requested (the purchase price of imprinters purchased by Financial Institutions shall be paid directly to Bancard or Certegy as directed);
 - 1.4 Provide instruction on related procedures;
 - 1.5 Provide authorization service, 24 hours per day, 7 days per week;
 - 1.6 Train the employees of Financial Institutions as requested;
 - 1.7 Provide record retention of paper drafts or copies of drafts deposited by merchants;
 - 1.8 Provide merchant accounting services including discount calculation and preparation of debit and credit advices as needed;
 - 1.9 [*]
 - 1.10 [*]
 - 1.11 Assist Financial Institution by monitoring deposits of Visa and MasterCard transactions using various variance parameters which generate exception reports used to detect, in some cases, possible fraud and other irregularities and notify Financial Institution of possible fraud or other irregularities that are detected. Certegy will use reasonable diligence in providing this service but in no event will Certegy be liable for any losses resulting from merchant deposits.
2. BANCARD AND FINANCIAL INSTITUTION OBLIGATIONS During the term of this Agreement, Bancard and/or Financial Institution shall:
 - 2.1 Bear all losses resulting from a merchant's credit card transactions including, but not limited to, questionable merchant activity, merchant fraud, uncollected chargebacks and bankruptcy claims;
 - 2.2 Provide all other services to merchants;
 - 2.3 Provide source data necessary to create the merchant file; and
 - 2.4 Provide its own supplies (e.g. sales slips, credit slips, deposit envelopes and clearing forms), which it may purchase from Certegy at cost plus freight.

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3. FEES. Bancard shall be responsible for each Financial Institution paying Certegy the following fees:

3.1 [*]

[*]

3.2 FILE RESIDENCY FEE. The tiered merchant file residency fees are set forth below.

[*]

Includes:

- a. Computer Storage of Merchant Information
- b. Assisting Financial Institutions by monitoring deposits for fraud and other irregularities
- c. Processing, Printing, and Mailing of Monthly Paper Statement to the Merchant or Financial Institution.

Includes:

- i. Supply Costs
- ii. Stuffing/Mailing Costs (Excluding Postage)
- d. Daily & Month End ACH Settlement to the Merchant. Includes:
 - i. Processing Prenotes
 - ii. Preparation/Transmission of ACH Tape
 - iii. Bank Service Charges
 - iv. Production/Mailing of Direct Deposit Account Advices (Excludes Postage)
- e. Terminal Set-up and Support

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- 3.3 INTERNET REPORTING.
- a. Internet Reporting for Financial Institution Includes: [*]
 - i. Online Access to Merchant Activity and other Merchant Information
 - ii. Online Portfolio and Risk Management Reporting
 - b. Internet Reporting for Merchant Includes: [*]
 - i. One User ID and Password
 - ii. Online Access to Merchant Activity
 - iii. Online Access to Merchant Statements
- 3.4 TELEPHONE AUTHORIZATION FEE. [*]
- 3.5 MERCHANT ENROLLMENT FEE. [*]
- 3.6 SUPPLIES. Cost of supplies, plus freight (sales slips, credit slips, deposit envelopes, and clearing forms);
- 3.7 MERCHANT SET-UP FEE. Includes: [*]
 - a. Completion of Merchant Management Information System ("MIS")
 - b. Entry of MIS Information into the System
- 3.8 DIAL UP ACCESS(5) [*]
Includes online access to the Merchant Management Information System for: [*]
 - a. Merchant Set-ups/Cancellations
 - b. Merchant Profile Changes
 - c. Merchant Inquiries
- 3.9 STATEMENT MESSAGE FEES. Includes: [*]
 - a. Handling of Financial Institution Message Report [*]
 - b. Printing of Message [*]
- 3.10 ACH RETURN FEE. Includes: [*]
 - a. Accounting For ACH Returns
 - b. Processing Alternative Settlement Mechanism
 - c. Additional Prenote Processing

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- 3.11 E-REPORTS. Includes: [*]
- a. Monthly Merchant Statements [*]
 - b. Monthly Merchant On-line Maintenance Activity Report
 - c. Merchant Profitability Reporting
- 3.12 CHARGEBACK PROCESSING FEE. May include, as applicable: [*]
- a. Chargeback Logging & Tracking
 - b. Chargeback Research & Representment
 - c. Compliance Chargebacks
 - d. Arbitration on 2nd or 3rd Chargeback of same dispute
- 3.13 EXCESSIVE CHARGEBACK FEE. [*]
- 3.14 PASS THROUGH FEES.
- 3.14.1 POSTAGE - Includes all First Class Current First Class Rates postage associated with mailing statements or other mailings requested by Financial Institution. [*]
 - 3.14.2 COURIER [*]
 - 3.14.3 THIRD PARTY PROVIDER AUTHORIZATION/DRAFT CAPTURE FEES. Includes: [*]
 - Fees charged by Third Party Authorization/ Draft Capture Providers (e.g. Vital, Global, Concord, etc.) for providing electronic authorization and Draft Capture Services. [*]
 - 3.14.4 MASTERCARD AND VISA FEES, ASSESSMENTS AND OTHER SERVICES [*]
 - Financial Institution shall be responsible for all MasterCard and VISA fees, dues and assessments related to merchants signed through Financial Institution.
- 3.15 AUDIT ASSISTANCE FROM CERTEGY. [*]
- 3.16 ON-SITE TRAINING. At customer's request and subject to staff availability. [*]
- Financial Institution must cover all out-of-pocket expenses such as airfare, lodging and meals.
- 3.17 CUSTOM PROGRAMMING/DEVELOPMENT. [*]
- 3.18 [*]

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Footnotes:

[*]

Schedule C

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2003 RENEWAL SERVICE AGREEMENT

SCHEDULE E

SIGNATURE BASED DEBIT CARD AND IN-HOUSE/PASS-THROUGH CREDIT CARD
SERVICES AND FEES

EFFECTIVE JANUARY 1, 2004

(CERTEGY LOGO)

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

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

Charges for standard embossing, encoding, and mail preparation of plastic cards. Per item charge includes generic card carrier, envelope, embossing, encoding and mail preparation.
 - 1.1 TAPE OR TRANSMISSION [*]
 - 1.2 PAPER DOCUMENT [*]
 - 1.3 PULL SERVICE [*]
 - 1.4 PRIORITY ISSUANCE (NEXT DAY) [*]
 - 1.5 EMERGENCY ISSUANCE (SAME DAY) [*]
 - 1.6 CARD ACTIVATION STICKERS: [*]
 - Institution using Certege's Card Activation System [*]
 - Institution NOT using Certege's Card Activation System [*]
- * PIN: Personal Identification Number [*]
2. CARD RECOVERY REWARDS.

Rewards paid to merchants or Financial Institution for capturing revoked cards. [*]
3. PIN GENERATION AND CHANGES. Includes: [*]
 - a. PIN generation, printing of a generic data mailer and preparation for mailing.
 - b. PIN changes via IVR [*]
4. POST MAILERS. (excluding postage/delivery)

A data mailer prompting the cardholder to verify receipt of a recently mailed card. [*]
5. CARD ACTIVATION (OPTIONAL SERVICE).

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

[*]
6. LOST/STOLEN CARD REPORT.

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

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Services and Fees
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7. MASTER FILE MAINTENANCE.

7.1 NEW ACCOUNTS. Per account fee includes:

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

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

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

7.3 FILE CHANGES/NEW ACCOUNT TRANSMISSION. (for "velocity" Institutions) [*]

7.4 TRANSMISSION FILE HANDLING (for "positive balance update" Institution) [*]

7.5 FILE RESIDENCY. (for positive balance update Institution) Per account fee includes: [*]

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

7.6 FILE RESIDENCY. (for velocity Institutions) [*]

Includes:

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

7.7 SPECIAL CHANGES (those taken by phone requiring immediate attention). Per change fee includes: [*]

- a. All items under "file changes"
- b. "Walk through" of change to insure immediate input

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

[*]

The above tiers will be adjusted semi-annually.

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

[*]

The above tiers will be adjusted semi-annually.

10. VERIFIED BY VISA AND/OR MASTERCARD SECURECODE. Includes hosting of enrollment and authentication services, and front line customer service

- a. Visa issuing program monthly per bank fee [*]
- b. MasterCard issuing program monthly fee [*]
- c. Enrolled account hosting and maintenance (per account per month) [*]
- d. Authentication request (per request) [*]

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

11.1 CUSTOMER ENTERED CHARGEBACK OR RETRIEVAL VIA ONLINE ENTRY. [*]

11.2 CERTEGY ENTERED CHARGEBACK OR RETRIEVAL. [*]

11.3 CERTEGY BASIC BILLING ERROR SERVICES.

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

[*]

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

[*]

11.5 CERTEGY FRAUD SERVICES. [*]

Services include recovery of fraudulent transactions, all phases of the chargeback cycle, obtaining affidavits, and providing a close out package to the institution outlining final fraud balance for charge off or insurance claims

12. OTHER FEES.

12.1 CENTER TRANSACTION FILE REVERSALS AND RECREATIONS [*]

12.2 ADDITIONAL TESTING [*]

12.3 RESEARCH [*]

13. IMPLEMENTATION REIMBURSEMENT FEES. [*]

One-time fee assessed to cover the costs of establishing the Financial Institution's control file, initial two days on-site training, initial set of forms and supplies, operating manuals and updates.

14. FORMS AND SUPPLIES. [*]

15. NON-GENERIC FORM. (set up only, plus current fee for form) [*]

16. SYSTEM MANUALS/CD ROM. [*]

17. E - REPORTS. [*]

[*]

Certegy Card Services, Inc.
ICBA Bancard, Inc.
2003 Renewal Service Agreement
Schedule E

Signature Based Debit Card, and In-House/Pass-Through Credit Card
Services and Fees
Effective January 1, 2004

18. TAPE HANDLING FEE. [*]
19. ON-SITE TRAINING FOR CUSTOMER SERVICE [*]
(At Financial Institution's request)
- * Plus out-of-pocket expenses (airfare, accommodations, meals, etc. to be absorbed by Financial Institution).
20. [*]
21. [*]
22. AUDIT CONFIRMATIONS. (excluding postage) This per Financial Institution per audit request fee includes:
- a. Preparing and mailing audit confirmations upon written request [*]
 - b. Per account confirmation [*]
23. NEURAL NETWORK MONITORING: CRIS and/or Falcon(R) (optional service) [*]

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24. DISPUTE MANAGEMENT SYSTEM.

a. [*]

b. [*]

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

25.1 COMPUTER REPORTS - MICRO FICHE. Includes:

a. Cardholder Package, per month per financial institution BIN/ICA [*]

b. Business Card Package, per month per Financial Institution BIN/ICA [*]

25.2 POSTAGE AND COURIER EXPENSES.

Cards, mailers and report/microfiche [*]

25.3 ISSUER'S REIMBURSEMENT FEES. [*]

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

25.4 RETRIEVAL REQUEST FULFILLMENT FEE. [*]

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

25.5 VISANET/BANKNET AND BASE II/NET. [*]

25.6 CARD ASSOCIATION. [*]

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

25.7 SPONSORSHIP. [*]

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

CERTEGY CARD SERVICES, INC.

ICBA BANCARD, INC.

2003 RENEWAL SERVICE AGREEMENT

SCHEDULE F

DEBIT CARD INCLUDING PIN AND ATM SERVICES AND FEES

EFFECTIVE JANUARY 1, 2004

(CERTEGY LOGO)

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

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

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

 - 1.1 TAPE OR TRANSMISSION [*]
 - 1.2 PAPER DOCUMENT [*]
 - 1.3 PULL SERVICE [*]
 - 1.4 PRIORITY ISSUANCE (NEXT DAY) [*]
 - 1.5 EMERGENCY ISSUANCE (SAME DAY) [*]
 - 1.6 CARD ACTIVATION STICKERS: [*]
 - Institution using Certegey's Card Activation System [*]
 - Institution NOT using Certegey's Card Activation System [*]
- * PIN: Personal Identification Number
2. CARD RECOVERY REWARDS. [*]

Rewards paid to merchants or Financial Institution for capturing revoked cards. [*]
3. PIN GENERATION. [*]

Includes PIN generation, printing of a generic data mailer and preparation for mailing.

 - a. PIN changes via IVR [*]
 - b. PIN changes at ATM [*]
 - b.1. One time set-up fee per financial institution [*]
 - b.2. PIN change generates an ATM transaction [*]
4. POST MAILERS.

A data mailer prompting the cardholder to verify receipt of a recently mailed card. [*]
5. CARD ACTIVATION. (Optional Service)

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

[*]
6. LOST/STOLEN CARD REPORT. [*]

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

Certege Card Services, Inc.
ICBA Bancard, Inc.
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7. AUTHORIZATION REQUESTS.

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

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

[*]

* PIN routing requiring regional network access.

8. MONETARY TRANSACTION PROCESSING.

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

8.1 VISA/MASTERCARD

[*]

8.2 FACSIMILE DRAFTS.

Batch (paper) [*]

Transmission tape [*]

9. NON-MONETARY TRANSACTION PROCESSING.

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

9.1 CERTEGY ENTERED [*]

9.2 TRANSMISSION/TAPE [*]

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- 9.3 RETURNS/STOPS/COPIES [*]
- 9.4 POSITIVE BALANCE FILE UPDATES [*]
- 10. VERIFIED BY VISA AND/OR MASTERCARD SECURECODE. [*]

Includes hosting of enrollment and authentication services, and front line customer service
 - a. Visa issuer program monthly per bank fee [*]
 - b. MasterCard issuer program monthly fee [*]
 - c. Enrolled account hosting and maintenance (per account per month) [*]
 - d. Authentication request (per request) [*]
- 11. BILLING ERROR AND DISPUTE PROCESSING. (Optional Services)
 - 11.1 CUSTOMER ENTERED CHARGEBACK OR RETRIEVAL VIA ONLINE ENTRY. [*]
 - 11.2 CERTEGEY ENTERED CHARGEBACK OR RETRIEVAL. [*]
 - 11.3 CERTEGEY BASIC BILLING ERROR SERVICES. [*]

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

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

[*]

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11.5 CERTEGEY FRAUD SERVICES. [*]

Services include recovery of fraudulent transactions, all phases of the chargeback cycle, obtaining affidavits, and providing a close out package to the institution outlining final fraud balance for charge off or insurance claims

12. FILE RESIDENCY. Base on total number of accounts residing on the authorization file at month end.

12.1 POSITIVE AUTHORIZATION/GATEWAY SWITCHING AUTHORIZATION [*]

12.2 PARAMETER AUTHORIZATION [*]

13. ACCOUNT INQUIRY.

Account look-up relating to open to buy, credit limit, blocks and merchant authorization activity. [*]

14. AUTOMATIC TELLER MACHINE ("ATM") SWITCH FEES.

Visa and/or MasterCard ATM transactions. [*]

15. TRANSMISSION FEE.

Positive Authorization File, Card issuer file and center transaction file

15.1 LOCAL CALL [*]

15.2 LONG DISTANCE CALL [*]

16. ON-LINE ACCESS.

Dedicated or Dial-up available [*]

Functionality to consider includes access to Certegey's host system, online authorizations via a gateway and reports via FTP.

17. OTHER FEES.

17.1 CENTER TRANSACTION FILE REVERSALS AND RECREATIONS [*]

17.2 ADDITIONAL TESTING [*]

17.3 RESEARCH [*]

18. IMPLEMENTATION REIMBURSEMENT FEES. [*]

One-time fee assessed to cover the costs of establishing the Financial Institution's control file, initial two days on-site training, initial set of forms and supplies, operating manuals and updates.

19. FORMS AND SUPPLIES. [*]

20. NON-GENERIC FORM. (set up only, plus current fee for form) [*]

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- 21. SYSTEM MANUALS/CD ROM. [*]
 - 22. E - REPORTS.
[*]
[*]
 - 23. TAPE HANDLING FEE. [*]
 - 24. ON-SITE TRAINING FOR CUSTOMER SERVICE (At Financial Institution's request) [*]
- * Plus out-of-pocket expenses (airfare, accommodations, meals, etc. to be absorbed by Financial Institution).
- 25. [*]
 - 26. [*]
- 26.2 TRANSACTION HANDLING POST DECONVERSION.
- a. Facsimile Draft: Standard draft, cash advance, credit voucher or payment produced. [*]
 - b. Exception item: Any exception item received on deconverted BIN including, but not limited to, chargebacks, request for copies, manual adjustments. [*]
 - c. Cardholder transaction generated on magnetic tape. [*]

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27. AUDIT CONFIRMATIONS. (excluding postage) This per Financial Institution per audit request fee includes:
- a. Preparing and mailing audit confirmations upon written request [*]
 - b. Per account confirmation [*]
28. NEURAL NETWORK MONITORING: CRIS and/or Falcon(R) (optional service) [*]
29. CERTIFICATION FEES. [*]
- A one time fee for the certification testing, including, but not limited to, regional networks, national networks or data processor interfaces. This fee applicable per project occurrence.
30. ATM TERMINAL DRIVING FEES. [*]
- 30.1 Communication Expenses [*]
 - 30.2 ATM Set-up Fees [*]
 - 30.3 ATM Terminal Support [*]
 - 30.4 Dial-up ATM Communication [*]
 - 30.5 National and Regional Network Access [*]
 - 30.6 ATM Screen Marketing Message [*]
 - 30.7 ATM Marketing Receipt Change [*]
 - 30.8 ATM Screen Change [*]
 - 30.9 ATM Reload [*]
 - 30.10 ATM Discontinuance Fee [*]
31. NETWORK ADJUSTMENT SYSTEM. [*]
- 31.1 Network Adjustment System [*]
 - 31.2 Adjustment submitted via Adjustment System [*]
 - 31.3 Adjustments performed by Certegey on behalf of client [*]

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32. DISPUTE MANAGEMENT SYSTEM.

- a. [*]
- b. [*]

33. PASS-THROUGH FEE ITEMS. (Note: Pass Through Fee Items are not included in monthly minimum totals.)

All fees and fee increases incurred by Certegey for the items listed below shall be passed on to the Institution.

33.1 COMPUTER REPORTS - MICRO FICHE. Includes:

- a. Cardholder Package, per month per financial institution
BIN/ICA [*]
- b. Business Card Package, per month per Financial Institution
BTN/ICA [*]

33.2 POSTAGE AND COURIER EXPENSES. [*]

Cards, mailers and report/microfiche [*]

33.3 ISSUER'S REIMBURSEMENT FEES. [*]

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

33.4 RETRIEVAL REQUEST FULFILMENT FEE. [*]

Photocopy, facsimile draft of original of sales draft, or credit
voucher [*]

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

33.6 CARD ASSOCIATION. [*]

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

33.7 SPONSORSHIP. [*]

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

CERTEGY CARD SERVICES, INC.

ICBA BANCARD, INC.

2003 RENEWAL SERVICE AGREEMENT

SCHEDULE G

COMMERCIAL CARD PROCESSING SERVICES AND FEES

EFFECTIVE JANUARY 1, 2004

(CERTEGY LOGO)

CERTEGY CARD SERVICES, INC.
ICBA BANCARD, INC.
2003 RENEWAL SERVICE AGREEMENT
SCHEDULE G
COMMERCIAL CARD PROCESSING SERVICES AND FEES
EFFECTIVE JANUARY 1, 2004

THE FOLLOWING FEES APPLY TO EACH FINANCIAL INSTITUTION SEPARATELY
(I.E., NOT CUMULATIVE)

MONTHLY OR ONE TIME FEES.

1. PLASTICS. (excluding plastics and postage/delivery)
 - 1.1 EMBOSSING. Embossing and encoding of plastic; Insertion of Card into Card Carrier; and insertion into Envelope [*]
 - 1.2 INSERTS MAILED WITH CARD. [*]
 - 1.3 CUSTOM CARD CARRIER ENVELOPE OR PRINTED MESSAGE. [*]
 - 1.4 PIN GENERATION-REGULAR (EXCLUDING POSTAGE/DELIVERY). Includes: [*]
 - a. Generation of Personal Identification Number ("PIN") [*]
 - b. PIN Mailer [*]
 - 1.5 SPECIAL REQUESTS (EXCLUDING POSTAGE/DELIVERY). Includes: [*]
 - a. All items listed under "Embossing"
 - b. Receipt and handling of request
 - c. "Walk through" of plastic to insure 24-hour turnaround on normal business days.
 - 1.6 CARD ACTIVATION. (Optional Service). The following fee schedule will apply per credit card issued, reissued or converted in, whether the card is activated, activation is declined or no activation attempt is made at all:
[*]
2. ACCOUNT TRANSACTION HISTORY. Account Transaction History will be available to the Financial Institution on the processing platform under the following options:
 - a. [*]
 - b. [*]

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THE FOLLOWING FEES APPLY TO EACH FINANCIAL INSTITUTION SEPARATELY
(I.E., NOT CUMULATIVE)

3. MASTER FILE MAINTENANCE.
- 3.1 NEW ACCOUNTS AND UPDATES.
- a. Real-time Data capture by Certegy of all new account information entered by Financial Institution [*]
 - b. Creation or update of Cardholder account file by tape or batch transmission. [*]
- 3.2 RECORD RETENTION. Computer storage of each Commercial Card account issued by Financial Institution, that appears on Financial Institution's master file maintained by Certegy, during all or any portion of a month, including charged-off accounts. [*] This monthly charge shall be assessed for each company and cardholder Commercial Card account on the system. [*]
- 3.3 TOLL-FREE CUSTOMER SERVICE ACCESS. [*]
- Provides for printing of toll-free phone number on Financial Institution's statement and access to customer service via toll-free phone number. This fee applies to all accounts on file.
- 3.4 SPECIAL CHANGES. [*]
- Account changes taken by phone requiring immediate attention or "walk through" to insure immediate input.
4. COMPUTER PRINTOUTS.
- 4.1 NOTICES. Includes: [*]
- a. Printing of Notice, including post mailers [*]
 - b. All forms [*]
- 4.2 REPORTS - PAPER. Per Month per Financial Institution BIN/ICA. Includes Cardholder Package [*]
5. CREDIT CARD AUTHORIZATION FEE. Applies to each authorization request [*]
6. LOST/STOLEN CARD STATUSING. Includes: Certegy taking call and statusing account [*]
7. STATEMENT PREPARATION. [*]
- 7.1 DELIVERY BY U. S. MAIL Per statement (excluding postage) Includes: [*]
- a. Preparation of cardholder monthly statements [*]
 - b. All forms and envelopes for statements [*]
 - c. Inserting and handling of statements [*]
- 7.2 PRESENTATION VIA THE INTERNET. Per "Record" sent to the Internet server A "Record" is defined as a posted transaction, addendum or statement message. [*]

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THE FOLLOWING FEES APPLY TO EACH FINANCIAL INSTITUTION SEPARATELY
(I.E., NOT CUMULATIVE)

- 8. SPECIAL INSERTS FOR STATEMENTS. Includes physical stuffing of promotional pieces with the monthly statement. [*]
 - 9. MESSAGES FOR STATEMENTS. This monthly fee charges each Financial Institution includes:
 - a. Automatic messages for all Financial Institutions [*]
 - b. Customized messages [*]
 - 10. ON-LINE COLLECTION SYSTEM. (Optional Service)
 - 10.1 MONTHLY SERVICE CHARGE. Provides Interface with Collection Management System [*]
 - 10.2 RECORD RETENTION. Per account per month on the Collection Management System- fee (Financial Institution Parameter Driven) [*]
 - 10.3 PER ACCOUNT ACCESS FEE. Per inquiry into the On-Line Collection System [*]
 - 11. ON LINE COLLECTION SYSTEM LETTERS. (Excluding postage/delivery) Includes: [*]
 - a. Standard Letter Services
 - b. Custom Letter Services
 - c. Printing of Letters
 - d. All Forms
 - 12. [*]
- FEES SETTLED DAILY.
- 13. FINANCIAL INSTITUTION.
 - 13.1 TRANSACTION POSTING-FEE. Certegy provides Customer Service functions. Charge applicable to all sales, purchases, returns, cash advances, ACH payments and ACH prenotes of "Full Service" Financial Institutions, as well as any annual, late and over the limit fees, member-pay insurance, member-pay card enhancements and lockbox payments processed by Certegy.
[*]

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2003 RENEWAL SERVICE AGREEMENT
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COMMERCIAL CARD PROCESSING SERVICES AND FEES
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THE FOLLOWING FEES APPLY TO EACH FINANCIAL INSTITUTION SEPARATELY
(I.E., NOT CUMULATIVE)

- 13.2 NON-LOCKBOX PAYMENT RECEIPT. Certegy performs customer service. [*]
Payments received, processed and entered by Financial Institution.
14. ASSOCIATION MANAGEMENT FEES. [*]
Charge applicable to posting of each sale, purchase, return and cash advance processed by Certegy.
- SPECIAL FEES.
15. [*]
16. INTERNAL CONVERSION. [*]
17. ONE-TIME ON-LINE TERMINALS AND COMMUNICATIONS SET UP FEE. [*]
(At Financial Institution's request) [*]
- * Plus out-of-pocket expenses (airfare, accommodations, meals, etc) to be absorbed by Financial Institution.
18. ON-SITE TRAINING FOR CUSTOMER SERVICE. (At Financial Institution's request) [*]
request) [*]
- * Plus out-of-pocket expenses (airfare, accommodations, meals, etc. to be absorbed by Financial Institution.)
19. CARDHOLDER SATISFACTION SURVEYS, Random sample survey of cardholder satisfaction, as described in Performance Management's brochure, performed at Financial Institution's request.
- One Time Survey [*]
Two Surveys in a 12 month period [*]
20. OTHER SPECIAL SERVICES. [*]
21. E-REPORTS.
[*]
22. PC REPORTING SERVICES VIA INTERNET. (Optional Service)
- 22.1 Software Vendor License fee per financial institution. [*]
22.2 Destination ID for each company set-up. [*]

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SCHEDULE G
COMMERCIAL CARD PROCESSING SERVICES AND FEES
EFFECTIVE JANUARY 1, 2004

THE FOLLOWING FEES APPLY TO EACH FINANCIAL INSTITUTION SEPARATELY
(I.E., NOT CUMULATIVE)

- 22.3 Monthly maintenance fee per company or destination ID. [*]
 - 22.4 Data Creation - per transaction. [*]
 - 22.5 Data Storage - per transaction per month for storage beyond first month on accounts with internet reporting. Transactions will be available for 12 months. [*]
 - 23. DAILY TRANSMISSION OF DATA DELIVERY FILES. (Optional Service) [*]
 - 23.1 Data creation / per record [*]
 - 23.2 Data storage / per month for each record not retrieved in 30 days [*]
 - 23.3 One time implementation fee [*]
 - a. Each Financial Institution [*]
 - b. Each Company / Destination ID [*]
 - 24. ELECTRONIC DATA INTERCHANGE (EDI). (Optional Service) Electronic statements and travel service reconciliation files are available and will be quoted based on the size of the commercial customer desiring the Services.
 - 25. SYSTEM DOCUMENTATION.
Updated system documentation provided three times per year on CD-ROM. [*]
 - 26. SYSTEM ACCESS VIA INTERNET. (Optional Service) Provides system access to participating companies to review and make real time updates to their accounts via the internet
 - 26.1 Software License Fee per company [*]
 - 26.2 Transaction Fee - Per account inquiry, account update or transaction inquiry [*]
 - 26.3 New Account Add - adding a new account to system via the internet [*]
 - 27. AUTHORIZATION FRAUD MONITORING. (Optional Service) Real time monitoring of authorizations sent to a queue for institution review based on fraud strategies defined by institution [*]
- PASS THROUGH FEES. (Note: Pass through fee items are not included in monthly minimum totals) All fees and fee increases incurred by Certegy for the items listed below shall immediately be passed on to Financial Institution.
- 28. COMPUTER REPORTS - MICROFICHE. Per month per Financial Institution BIN/ICA Provision of reports on Microfiche. [*]
 - 29. COURIER. Includes all cost of courier or U.S. Mail for delivery of media or reports to and from Financial Institution. [*]

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 COMMERCIAL CARD PROCESSING SERVICES AND FEES
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THE FOLLOWING FEES APPLY TO EACH FINANCIAL INSTITUTION SEPARATELY
 (I.E., NOT CUMULATIVE)

30. POSTAGE. Includes all first class postage associated with mailing of plastics, statements, notices or other mailings requested by Financial Institution. [*]
31. POSTAGE PRE-SORT REBATE. (Qualifying items) [*]
 This is a rebate to Financial Institution for current first class mail rate for qualifying statements, as identified by Certegy.
32. ELECTRONIC WARNING BULLETIN LISTINGS. Includes: [*]
 a. Visa/MasterCard charge for listing on the Electronic Warning Bulletin.
 b. Charges for listing in the printed warning bulletin for regions outside the U.S.
33. RETRIEVALS FROM MASTERCARD OR VISA OR LOCAL TO LOCAL. Both MasterCard and VISA rules require the processor to provide copies of original and microfilm transactions. Certegy's fees for performing those tasks will be in conformance with the published schedule, which is currently.

	Standard Original -----	Copy -----	Electronic/ Facsimile -----
--	-------------------------------	---------------	-----------------------------------

VISA	[*]	[*]	[*]
MasterCard	[*]	[*]	[*]

34. "CALL ME" TRANSACTIONS. Includes the additional authorization referral calls on questionable sale as requested by non-Certegy card issuers for which the non-Certegy card issuer pays a fee. [*]
35. ULTRA GRAPHICS FOR PLASTIC EMBOSSING.
 a. One time logo set up [*]
 b. Graphic printing / per pass / per plastic [*]
36. OTHER MASTERCARD AND VISA FEES. ASSESSMENTS AND OTHER SERVICES. [*]
 Financial Institution shall will be responsible for all MasterCard and VISA fees, dues and assessments related to the cardholder services provided to the card issuing members.

CERTEGY CARD SERVICES, INC.

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2003 RENEWAL SERVICE AGREEMENT

SCHEDULE I

TERMS AND FEES FOR CERTEGY E-BANKING SOFTWARE AND SERVICES

EFFECTIVE JANUARY 1, 2004

(CERTEGY LOGO)

CUSTOMERLINK PC BANKING

Enables Financial Institution's retail clients to manage their finances through the Internet. They can access account information, transfer funds from one account to another, and gain information on the institution's products and services.

CUSTOMERLINK CASH MANAGEMENT

Enables Financial Institution's commercial customers (small to medium size business customers) to manage their finances through the Internet. The Financial Institution's business customers can view their accounts online, transfer funds from one account to another, download their account history to import into Financial Management Software, ie: Intuit's Quick Books, or Microsoft Money, originate wire transfers, ACH transactions, and place currency orders.

ELECTRONIC BILL PAYMENT

Electronic Bill Payment Service enables Financial Institution's customers to pay their bills on-line, often via ACH. -

INDEX OF AGREEMENTS

Certegy E-Banking Services currently uses the following attached agreements to make its E-Banking services and software available to Financial Institutions. The form of agreement and prices are subject to change as they are influenced by changes in technology, market factors, Certegy's economies of scale and competition.

1. Master License and Services Agreement
2. Schedule to Master License and Services Agreement
3. Electronic Bill Payment Agreement
4. Schedule to Electronic Bill Payment Agreement

CERTEGY CARD SERVICES, INC.

ICBA BANCARD, INC.

2003 RENEWAL SERVICE AGREEMENT

SCHEDULE J

PRICE LIST FOR STORED VALUE CARD PROCESSING SERVICES

EFFECTIVE JANUARY 1, 2004

(CERTEGY LOGO)

CERTEGY CARD SERVICES, INC.
ICBA BANCARD, INC.
2003 RENEWAL SERVICE AGREEMENT
SCHEDULE J
PRICE LIST FOR STORED VALUE CARD PROCESSING SERVICES
EFFECTIVE JANUARY 1, 2004

1. PLASTICS.

- 1.1 EMBOSSING. (excluding plastics and postage/delivery) Includes: [*]
 - a. Embossing and encoding of plastic [*]
 - b. Card Carrier [*]
 - c. Envelope [*]
 - d. Inserting [*]
- 1.2 PIN GENERATION - REGULAR. (excluding postage/delivery) Includes: [*]
 - a. Generation of Personal Identification Number ("PIN") [*]
 - b. PIN Mailer [*]
- 1.3 PIN GENERATION - USER SELECT. (excluding postage/delivery) Includes: [*]
 - a. PIN Mailer [*]
 - b. File Update [*]
- 1.4 SPECIAL REQUESTS. (excluding plastics and postage/delivery) Includes: [*]
 - a. All items listed under "Embossing"
 - b. Receipt and handling of request
 - c. "Walk through" of plastic to insure 24 hour turnaround on normal business days
- 1.5 CARD ACTIVATION. (Optional Service)

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

[*]

2. MASTER FILE MAINTENANCE.

- 2.1 NEW ACCOUNTS. Includes:
 - a. Batch File [*]
 - b. Internet [*]
- 2.2 FILE CHANGES. Includes: [*]
 - a. Batch File [*]
 - b. Internet [*]

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PRICE LIST FOR STORED VALUE CARD PROCESSING SERVICES
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- 2.3 RECORD RETENTION. Computer storage during all or any portion of a month of each credit card account issued by Financial Institution (including charged-off accounts) that appears on Financial Institution's master file maintained by Certegy as well as capturing all transactions and reports on microfilm or microfiche as determined by Certegy in its sole discretion and retaining for the time period that is required by Visa and MasterCard. [*]
- 2.4 TOLL-FREE AND INTERNET CUSTOMER SERVICE ACCESS. Provides for printing of toll-free phone number on Financial Institution's statement and on service web site and access to customer service via toll-free phone number. This fee applies to all accounts on file. [*]
3. E-REPORTS. All reports are delivered via E-Reports Include:
[*]
4. AUTHORIZATION FEE. Applies to each authorization request [*]
5. TRANSACTION POSTING FEE.
a. Certegy provides customer service functions
b. Charge applicable to sales purchases, returns, cash advances as well as any lockbox value loads processed by Certegy.
[*]
6. PIN BASED TRANSACTION FEE. Charged in addition to Transaction Posting Fee for PIN based transactions [*]
7. SYSTEM GENERATED TRANSACTION FEE. [*]
8. VALUE LOAD FEE. Certegy performs customer service. Fee applies to all Internet and phone initiated value loads [*]
- a. ACH [*]
- b. Remote Entry [*]
- c. Credit Card Transfer [*]

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9. PHONE INITIATED VALUE LOAD FEE. [*]
Charged in addition to the Value Load Fee (8 above) for those value loads initiated via phone. [*]
10. STATEMENT PREPARATION. Includes: [*]
a. Preparation of cardholder statements monthly [*]
b. All forms and envelopes for statements [*]
c. Inserting and handling of statements [*]
11. SPECIAL STUFFERS FOR STATEMENTS. Includes physical stuffing of additional promotional pieces in with the monthly statement [*]
12. MESSAGES FOR STATEMENTS. (per Financial Institution) Includes: [*]
a. Automatic messages (all Financial Institutions) [*]
b. Customized messages [*]
13. LOST/STOLEN CARD STATUSING. Includes Certegy taking call and statusing account [*]
14. SPECIAL SERVICES. [*]
15. [*]
16. [*]
17. PAYROLL CARD COMPANY SET-UP FEE. Charged on the set-up of each individual company supported on the Payroll Card product. (The first company is included in the Payroll Card implementation fee.)
a. [*]
b. [*]
18. [*]
19. ON-SITE INSTITUTION TRAINING. (at customer's request) [*]
- * Plus all out-of-pocket expenses (airfare, accommodations, meals, etc. to be absorbed by Financial Institution.)

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20. ASSOCIATION MANAGEMENT FEES. This fee will apply to each incoming and local-to-local sales purchase, return, and cash advance. [*]

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

21.1 COURIER. Includes:

a. All cost of courier for delivery of media or reports to and from Financial Institution. [*]

b. If U.S. mail is used, all postage costs are borne by Financial Institution. [*]

21.2 POSTAGE. Includes all first class postage associated with mailing of plastics, statements, notices or other mailings requested by Financial Institution. [*]

21.3 POSTAGE PRE-SORT REBATE. (Qualifying Items) [*]

This is a rebate to Financial Institution for current first class rate For qualifying statements, as identified by Certegy.

21.4 ELECTRONIC WARNING BULLETIN LISTINGS. Includes: [*]

a. VISA/MasterCard charge for listing on the Electronic Warning Bulletin.

b. Charges for listing in the printed warning bulletin for regions outside the U.S.

21.5 RETRIEVALS FROM MASTERCARD OR VISA OR LOCAL TO LOCAL.

Both MasterCard and VISA rules require the processor to provide copies of original and microfilmed transactions. The cost of producing the copies is covered by a fee schedule. Certegy's fees for performing those tasks will be in conformity with the currently published schedule. Currently,

Original	COPY	Electronic/Facsimile
----------	------	----------------------

VISA	[*]	[*]	[*]
MasterCard	[*]	[*]	[*]

21.6 OTHER MASTERCARD AND VISA FEES, ASSESSMENTS AND OTHER SERVICES.

Financial Institution shall be responsible for all MasterCard, VISA and/or regional/national network fees, dues and assessments related to the cardholder service provided to the card issuing members (e.g., "Please Call" fees).

21.7 MERCHANTS DISCOUNT ON CREDIT CARD/DEBIT CARD TRANSFER OF VALUE LOADS. [*]

Financial institution shall be responsible for paying market rate merchants discount (including outbound interchange) on all value load transfers processed using a cardholder's credit or debit card.

21.8 ACH RETURNS. [*]

Bank and processor charges for handling and posting NSF or otherwise returned ACH value load transactions.

21.9 ULTRA GRAPHICS LOGO SETUP FEE FOR PLASTICS EMBOSSING.

a. Camera Ready Artwork

[*]

b. Non-camera ready artwork

[*]

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2003 RENEWAL SERVICE AGREEMENT

SCHEDULE K

FULL SERVICE CREDIT CARD PROCESSING ON BASE2000
SERVICES AND FEES

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(CERTEGY LOGO)

CERTEGY CARD SERVICES, INC.
ICBA BANCARD, INC.
2003 RENEWAL SERVICE AGREEMENT
SCHEDULE K
SERVICE AND FEES FOR FULL SERVICE BASE2000 CREDIT CARD PROCESSING
EFFECTIVE JANUARY 1, 2004

1. PLASTICS.

- 1.1 EMBOSSING. (excluding plastic and postage/delivery) Includes: [*]
a. Embossing and encoding of plastic [*]
b. Card Carrier [*]
c. Envelope [*]
d. Inserting of plastic [*]
e. Inserts with card carriers [*]
- One time set-up fee [*]
- One time additional set-up fee per card type [*]
- Insert set-up fee (daily per set-up) [*]
- Per insert [*]

* per card type if different inserts are used per type [*]

** fee applies to number of inserts greater than 2 (no charge for first two) [*]

- 1.2 PIN GENERATION - REGULAR. (excluding postage/delivery) Includes:
a. Generation of Personal Identification Number ("PIN") [*]
b. PIN Mailer [*]
1.3 IVR PIN CUSTOMIZATION. Per IVR call. [*]
1.4 SPECIAL REQUESTS. (excluding plastics and postage/delivery) Includes: [*]
a. All items listed under "Embossing"
b. Receipt and handling of request
c. "Walk through" of plastic to insure 24-hour turnaround on normal business days

- 1.5 CARD ACTIVATION. (Optional Service) The following fee schedule will apply per credit card account issued, reissued or converted in, whether the card is activated, activation is declined or no activation attempt is made at all:

[*]

2. MASTER FILE MAINTENANCE.

- 2.1 NEW ACCOUNTS. On-Line data capture of all new account information [*]
2.2 FILE CHANGES. On-line data capture of all changes to the cardholder accounts [*]

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SERVICE AND FEES FOR FULL SERVICE BASE2000 CREDIT CARD PROCESSING
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2.3 RECORD RETENTION. Computer storage during all or any portion of a month of each credit card account issued by Financial Institution (including charged-off accounts) that appear on Financial Institution's master file maintained by Certegy, as well as the capturing of all transactions and reports and their retention for seven (7) years.

[*]

2.4 SPECIAL CHANGES. (Those taken by phone requiring immediate attention) Includes: [*]

- a. All items under "file changes"
- b. "Walk through" of change to insure immediate input
- c. Temporary credit increases

3. CUSTOMER SERVICE.

3.1 TOLL-FREE CUSTOMER SERVICE ACCESS. (Optional Service) Provides for printing of toll-free phone number on Financial Institution's statement and access to customer service via toll-free phone number. This fee applies to all accounts on file. [*]

3.2 HIGH-VOLUME CARD CUSTOMER SERVICE FEE. (Optional Service) [*]

This fee will apply to any card program targeted to a customer segment that generates a high volume of customer service calls. (i.e. secured cards, sub-prime or any high fee/low credit line program)

3.3 PREMIUM CUSTOMER SERVICE. [*]

[*]

3.4 VIP CUSTOMER SERVICE. [*]

[*]

4. COMPUTER PRINTOUTS.

4.1 NOTICES AND LETTERS. Includes [*]

- a. Printing of notice or letter, including post mailers
- b. All forms

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4.2 ADDITIONAL NOTICE/LETTER PAGES. Applies to each printed notice/letter page after the first page of multiple page letters and notices. [*]

5. AUTHORIZATION FEE. Applies to each authorization request.

6. TRANSACTION POSTING FEE.

a. Certegy provides customerservice functions.

b. Charge applicable to sales/purchases, returns, cash advances and payments (including lockbox services).

[*]

7. TRANSACTION LEVEL PROCESSING. Includes use and maintenance of multiple billing plans at the account level

a. Screening (applies to all transactions) [*]

b. Posting (applies only to transactions that qualify for a transaction level pricing plan) [*]

[*]

8. PAYMENTS. Includes ACH & remote entry payment only; all other payments processed by Certegy are billed under the transaction posting fee. Certegy manages ACH files, rejected items, processing and posting of payments. [*]

9. PREMIER STATEMENTS PREPARATION.

9.1 STATEMENT PREPARATION AND HANDLING. Includes: [*]

a. Preparation of cardholder statements monthly

b. All forms and envelopes for statements

c. Printing of first page

d. Inserting and handling of statements

e. Customization fee (including addition of logo's) [*]

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- 9.2 ADDITIONAL STATEMENT PAGES. Applies to each printed statement page [*]
after the first page of multiple page cardholder statements.
- 10. SPECIAL STUFFERS FOR STATEMENTS. Includes physical stuffing of [*]
additional promotional pieces in with the monthly statement.
- 11. MESSAGES FOR STATEMENTS. (per Financial Institution) Includes:
 - a. Automatic messages (all Financial Institutions) [*]
 - b. Customized messages [*]
- 12. LOST/STOLEN CARD STATUSING. Includes Certegy taking call and statusing [*]
account.
- 13. AUDIT CONFIRMATIONS. (excluding postage) Includes:
 - a. Preparing and mailing audit confirmations upon written request [*]
 - b. Per account confirmation [*]
- * Per Financial Institution per audit request
- 14. STANDARD TAPE AND NAME/ADDRESS LABELS. [*]
- 15. CREDIT BUREAU REPORTING. (Per month per Financial Institution per [*]
Credit Bureau) Includes creating tape and forwarding to the Credit
Bureau designated by Financial Institution.
- 16. SPECIAL SERVICES. [*]
- 17. [*]
- 18. [*]
- 19. [*]
- 20. ONE-TIME ON-LINE TERMINAL AND COMMUNICATIONS SET-UP FEE. [*]
- 21. ON-SITE INSTITUTION TRAINING. (at customer's request) [*]
- 22. SEMINARS. Seminars provided from time to time on a variety of card [*]
processing subjects.
- 23. ASSOCIATION MANAGEMENT FEES. This fee will apply to each incoming and [*]
local-to-local sales purchase, return, and cash advance.

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- 24. SERVICE VIEW(TM). On-line graphical user interface to bankcard system. [*]
- 25. ON-LINE COLLECTION SYSTEM. [*]
 - 25.1 MONTHLY SERVICE CHARGE. Provides interface with Collection Management System. [*]
 - 25.2 COLLECTOR VIEW(TM). On-line graphical user interface to collection system. [*]
 - 25.3 RECORD RETENTION. Per account per month fee on the Collection Management System (Financial Institution parameter driven). [*]
 - 25.4 PER ACCOUNT ACCESS FEE. Per inquiry into the On-line Collection system. [*]
- 26. ON-LINE COLLECTION SYSTEM LETTERS. (excludes postage/delivery) Includes: [*]
 - 26.1 ON-LINE COLLECTION SYSTEM LETTERS. Includes: [*]
 - a. Standard letter services [*]
 - b. Customer letter services [*]
 - c. Printing first page of letters [*]
 - d. All forms [*]
 - 26.2 ADDITIONAL PAGES. Applies to each page after the first page of multiple page letters. [*]
- 27. INTERFACE TO THIRD PARTY PROCESSORS. Providing a daily transmission of cardholder data to the Financial Institution or the Financial Institution's authorized processor.
 - 27.1 SIGN-UP FEE.
 - a. Direct Connection to Certegy [*]
 - b. Connection through processor [*]
 - 27.2 MONTHLY MAINTENANCE FEE. [*]
 - a. Direct Connection to Certegy [*]
 - b. Connection through processor [*]
 - 27.3 TRANSACTION FEE. Assessed on each posted transaction. [*]

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SERVICE AND FEES FOR FULL SERVICE BASE2000 CREDIT CARD PROCESSING
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28. MyCardStatement.com. (Optional Service) MyCardStatement.com is a service that provides cardholders access to their credit card information via the Internet. Cardholder functionality includes the ability to view account balance, transaction and historical statement information and to pay their monthly credit card invoice online
- [*]
29. VERIFIED BY VISA AND/OR MASTERCARD SECURECODE.
- Includes hosting of enrollment and authentication services, and front line customer service
- a. Visa issuer credit program fee [*]
 - b. MasterCard issuer credit program fee [*]
 - c. Enrolled account hosting and maintenance (per account per month) [*]
 - d. Authentication request (per request) [*]
30. NEURAL NETWORKS. (Optional Service) [*]
- a. Falcon(R)
 - b. TRIAD
- 3.1. READI-REVIEW(SM) PLUS. (Optional Service) [*]
- Readi-Review(TM) Plus enables the Financial Institution to manage credit risk and opportunity within the card portfolio by assigning a Beacon Risk Score and a Credit Grade score to existing card accounts. This information helps Financial Institution evaluate and predict future credit performance and predict the likelihood of bankruptcy, charge-off, loan default or serious delinquency. Readi-Review(TM) Plus is available in two options, the Full Portfolio Review analyzes all accounts to determine which accounts meet requirements for additional products, services or credit line changes. The Reissue Review works with other pre-determined reissue criteria to provide a complete picture before the plastic is reissued. Either option - Full or Reissue - provides critical information to manage opportunities and risks within a portfolio.
32. E-REPORTS.
- [*]

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33. MANUALS / CD-ROM. Annual Subscription. [*]
34. EXTENDED ON-LINE STATEMENT HISTORY. (Optional Service) Provides on-line statement history viewing. Fee is per account per month
- a. [*]
- b. [*]
- c. [*]
35. FRAME RELAY. [*]
36. PASS THROUGH FEE ITEMS. (Note: Pass Through Fee Items are not included in monthly minimum totals) All fees and fee increases incurred by Certegy for the items listed below shall be passed on to Institution.
- 36.1 COURIER. Includes:
- a. All cost of courier for delivery of media or reports to and from Financial Institution. [*]
- b. If U.S. mail is used, all postage costs are borne by Financial Institution. [*]
- 36.2 POSTAGE. Includes all first class postage associated with mailing of plastics, statements, notices or other mailings requested by Financial Institution. [*]
- 36.3 POSTAGE PRE-SORT REBATE. (Qualifying Items) [*]
 This is a rebate to Financial Institution for current first class rate for qualifying statements, as identified by Certegy.
- 36.4 ELECTRONIC WARNING BULLETIN LISTINGS. Includes: [*]
- a. VISA/MasterCard charge for listing on the Electronic Warning Bulletin.
- b. Charges for listing in the printed warning bulletin for regions outside the U.S.
- 36.5 RETRIEVALS FROM MASTERCARD OR VISA OR LOCAL TO LOCAL. Both MasterCard and VISA rules require the processor to provide copies of original and microfilmed transactions. The cost of producing the copies is covered by a fee schedule. Certegy's fees for performing those tasks will be in conformity with the currently published schedule. Currently,
- | | Original
----- | COPY
---- | Electronic/Facsimile
----- |
|------------|-------------------|--------------|-------------------------------|
| VISA | [*] | [*] | [*] |
| MasterCard | [*] | [*] | [*] |
- 36.6 OTHER MASTERCARD AND VISA FEES, ASSESSMENTS AND OTHER SERVICES.
 Financial Institution shall be responsible for all MasterCard and VISA fees, dues and assessments related to the cardholder service provided to the card-issuing members (e.g., "Please Call" fees).
- 36.7 ULTRA GRAPHICS LOGO SETUP FEE FOR PLASTIC EMBOSSING.
- a. Camera Ready Artwork [*]
- b. Non-camera ready artwork [*]

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SCHEDULE L

SERVICES AND FEES FOR SELF-ADMINISTERED BASE2000 CREDIT CARD PROGRAMS

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(CERTEGY LOGO)

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1. PLASTICS.

- 1.1 EMBOSSING, (excluding plastic and postage/delivery) Includes: [*]
- a. Embossing and encoding of plastic [*]
 - b. Card Carrier [*]
 - c. Envelope [*]
 - d. Inserting of plastic [*]
 - e. Inserts with card carriers [*]
 - One time set-up fee [*]
 - One time additional set-up fee per card type [*]
 - Insert set-up fee (daily per setup) [*]
 - Per insert [*]

* per card type if different inserts are used per type

** fee applies to number of inserts greater than 2 (no charge for first two)

- 1.2 PIN GENERATION - REGULAR. (excluding postage/delivery) Includes: [*]
- a. Generation of Personal Identification Number ("PIN") [*]
 - b. PIN Mailer [*]
- 1.3 IVR PIN CUSTOMIZATION. Per IVR call. [*]
- 1.4 SPECIAL REQUESTS. (excluding plastics and postage/delivery) Includes: [*]
- a. All items listed under "Embossing."
 - b. Receipt and handling of request
 - c. "Walk-Through" of plastic to insure 24 hour turnaround on normal business days

- 1.5 CARD ACTIVATION. (Optional Service) The following fee schedule will apply per credit card account issued, reissued or converted in, whether the card is activated, activation is declined or no activation attempted is made at all:

[*]

2. MASTER FILE MAINTENANCE.

- 2.1 NEW ACCOUNTS. includes:

On-Line - Data capture of all new account information [*]

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2.2 FILE CHANGES. Includes:

On-Line - Data capture of all changes to the cardholder accounts [*]

2.3 RECORD RETENTION. Computer storage during all or any portion of a month of each credit card account issued by Financial Institution (including charged-off accounts) that appears on Financial Institution's master file maintained by Certegy, as well as capturing all transactions and reports [*]

[*]

2.4 SPECIAL CHANGES. (Those taken by phone requiring immediate attention) Includes: [*]

- a. All items under "file changes"
- b. "Walk-Through" of change to insure immediate input
- c. Temporary credit increases

3. COMPUTER PRINTOUTS.

3.1 NOTICES AND LETTERS. Includes: [*]

- a. Printing of notice and letters, including post mailers
- b. All forms

3.2 ADDITIONAL NOTICE/LETTER PAGES. Applies to each printed notice/letter page after the \$0.04 first page of multiple page letters and notices.

4. AUTHORIZATION FEE. Applies to each authorization request. [*]

5. TRANSACTION POSTING FEE.
Charge applicable to sales purchases, returns, cash advances and payments (including lockbox services).
[*]

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6. TRANSACTION LEVEL PROCESSING. Includes use and maintenance of multiple billing plans at the account level
 - a. Screening (applies to all transactions) [*]
 - b. Posting (applies only to transitions that qualify for a transaction level pricing plan) [*]
7. PAYMENTS. Includes ACH & remote entry payment only; all other payments processed by Certegy are billed under the transaction posting fee. Certegy manages ACH files, rejected items, processing and posting of payments [*]
8. PREMIER STATEMENT PREPARATION.
 - 8.1 STATEMENT PREPARATION AND HANDLING Includes: [*]
 - a. Preparation of cardholder statements monthly
 - b. All forms and envelopes for statements
 - c. Inserting and handling statements [*]
 - d. Customization fee (including addition of logo's) [*]
 - 8.2 ADDITIONAL STATEMENT PAGES. Applies to each printed statement page after the first page of multiple page cardholder statements. [*]
9. SPECIAL STUFFERS FOR STATEMENTS. [*]

Includes physical stuffing of additional promotional pieces in with the monthly statement
10. MESSAGES FOR STATEMENTS. (per Financial Institution) Includes:
 - a. Automatic messages (all Financial Institutions) [*]
 - b. Customized messages [*]
11. LOST/STOLEN CARD STATUSING. [*]

Includes Certegy taking call and statusing account [*]
12. AUDIT CONFIRMATIONS. (excluding Postage) Includes:
 - a. Preparing and mailing audit confirmations upon written request (Per Financial Institution per audit request.) [*]
 - b. Per account confirmation [*]

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13. STANDARD TAPE AND NAME/ADDRESS LABELS. [*]
14. CREDIT BUREAU REPORTING. (Per month per Financial Institution per Credit Bureau) Includes creating tape and forwarding to the Credit Bureau designated by Financial Institution [*]
15. SPECIAL SERVICES. Includes additional feature/functionality associated with the products and enhancements. [*]
16. [*]
17. [*]
18. [*]
19. ONE-TIME ON-LINE TERMINAL AND COMMUNICATION SET-UP FEE. [*]
20. ON-SITE INSTITUTION TRAINING. (at customer's request) [*]
21. SEMINARS. Seminars provided from time to time on a variety of card processing subjects. [*]
22. SERVICEVIEW(TM). On-line graphical user interface to the bankcard system. [*]
23. ON-LINE COLLECTION SYSTEM.
 - 23.1 MONTHLY SERVICE CHARGE. Provides interface with the Collection Management System. [*]
 - 23.2 COLLECTORVIEW(TM). On-line graphical user interface to the Collection Management System. [*]
 - 23.3 RECORD RETENTION. Per account per month fee on the Collection Management System (Financial Institution parameter driven) [*]
 - 23.4 PER ACCOUNT ACCESS FEE. Per inquiry into the On-Line Collection Management System [*]
24. ON-LINE COLLECTION SYSTEM LETTERS. (excludes postage/delivery) Includes:
 - 24.1 ON-LINE COLLECTION SYSTEM LETTERS. Includes: [*]
 - a. Standard letter services
 - b. Customer letter services
 - c. Printing first page of letters
 - d. All forms

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- 24.2 ADDITIONAL PAGES. Applies to each page after the first page of multiple page letters. [*]
25. INTERFACE TO THIRD PARTY PROCESSORS. Providing a daily transmission of cardholder data to the Financial Institution or the Financial Institution's authorized processor.
- 25.1 SIGN-UP FEE.
- a. Direct Connection to Certegy [*]
 - b. Connection through processor [*]
- 25.2 MONTHLY MAINTENANCE FEE. [*]
- a. Direct Connection to Certegy [*]
 - b. Connection through processor [*]
- 25.3 TRANSACTION FEE. Assessed on each posted transaction
[*]
26. BILLING ERROR AND DISPUTE PROCESSING. (Optional Services)
- 26.1 CUSTOMER ENTERED CHARGEBACK OR RETRIEVAL VIA ONLINE ENTRY. [*]
- 26.2 CERTEGY ENTERED CHARGEBACK OR RETRIEVAL. [*]
- 26.3 CERTEGY BASIC BILLING ERROR SERVICES
- All cardholder contact (written and phone calls) is handled by institution. Certegy performs each dispute phase as required and corresponds with institution to enable institution account and communicate with cardholder:
[*]
- 26.4 CERTEGY ENHANCED BILLING ERROR SERVICES. Certegy handles all cardholder contact. This includes: receiving written disputes; handling phone calls for dispute institution purposes; managing dispute status; creating and mailing cardholder letters including postage, and communication with institution to enable account maintenance.
[*]

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[*]

26.5 CERTEGY FRAUD SERVICES [*]

Services include recovery of fraudulent transactions, all phases of the chargeback cycle, obtaining affidavits, and providing a close out package to the institution outlining final fraud balance for charge off or insurance claims.

27. SELF-ADMINISTERED BANK TELEPHONE CUSTOMER SERVICE (Optional Services)

27.1 AFTER HOURS TELEPHONE CUSTOMER SERVICE. Includes telephone customer service outside of normal business hours. After hours customer service is provided 5:00 p.m. to 7:00 a.m. Monday through Friday and 7:00 a.m. to 9:00 p.m. Saturday. Closed on Sunday. [*]

27.2 HIGH-VOLUME CARD CUSTOMER SERVICE FEE. This fee will apply to after hours customer service for any program targeted to a customer segment that generates a high volume of customer service calls (i.e. secured cards, sub-prime or any high fee/low credit line program). [*]

27.3 TOLL-FREE CUSTOMER SERVICE ACCESS.

Provides for printing of toll-free phone number on Financial Institution's statement and access to after hours customer service via toll-free phone number. This fee applies to all accounts on file. [*]

27.4 PREMIUM CUSTOMER SERVICE.

[*]

27.5 VIP CUSTOMER SERVICE.

[*]

28. E-REPORTS Includes:

[*]

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29. MYCARDSTATEMENT.COM. (Optional Service) MyCardStatement.com is a service that provides cardholders access to their credit card information via the Internet. Cardholder functionally includes the ability to view account balance, transaction and historical statement information and to pay their monthly credit card invoice online.

[*]

30. VERIFIED BY VISA AND/OR MASTERCARD SECURECODE.

Includes hosting of enrollment and authentication services, and front line customer service

a. Visa issuer credit program fee [*]

b. MasterCard issuer credit program fee [*]

c. Enrolled account hosting and maintenance (per account per month) [*]

d. Authentication request (per request) [*]

31. EXTENDED ON-LINE STATEMENT HISTORY. (Optional Service)

Provides on-line statement history viewing. Fee is per account per month

[*] [*]

32. FRAME RELAY. [*]

33. READI REVIEW. (Optional Service) Separate Contract Required
Readi-Review(SM) Plus enables the Financial Institution to manage credit risk and opportunity within the card portfolio by assigning a Beacon Risk Score and a Credit Grade score to existing card accounts. This information helps Financial Institution evaluate and predict future credit performance and predict the likelihood of bankruptcy, charge-off, loan default or serious delinquency. Readi-Review(SM) Plus is available in two options, the Full Portfolio Review analyzes all accounts to determine which accounts meet requirements for additional products, services or credit line changes. The Reissue Review works with other pre-determined reissue criteria to provide a complete picture before the plastic is reissued. Either option - Full or Reissue - provides critical information to manage opportunities and risks within a portfolio.

CERTEGY CARD SERVICES, INC.
 ICBA BANCARD, INC.
 2003 RENEWAL SERVICE AGREEMENT
 SCHEDULE L
 SERVICES AND FEES FOR SELF-ADMINISTERED BASE2000 CREDIT CARD PROGRAMS
 EFFECTIVE JANUARY 1, 2004

34. NEURAL NETWORKS. (Optional Service) [*]
 a. Falcon(R)
 b. TRIAD
35. MANUALS / CD-ROM. Annual Subscription [*]
36. DISPUTE MANAGEMENT SYSTEM.
 a. A one-time Implementation Fee of \$750.00, plus the following fee per dispute, chargeback or retrieval:
 [*]
 b. Web Access: [*]
 One time set up per terminal [*]
 Per terminal per month [*]
37. PASS THROUGH FEE ITEMS. (Note: Pass Through Fee Items is not included in monthly minimum totals.) All fees and fee increases incurred by Certegy for the items listed below shall be passed on to the Institution.
- 37.1 COURIER. Includes: [*]
 a. All cost of courier for delivery of media or reports to and from Financial Institution
 b. If U.S. Mail is used, all postage costs are borne by Financial Institution.
- 37.2 POSTAGE. [*]
 Includes all first class postage associated with mailing of plastics, statements, notices or other mailings requested by Financial Institution.
- 37.3 POSTAGE PRE-SORT REBATE. (Qualifying Items) [*]
 This is a rebate to Financial Institution for current first class rate for Qualifying statements, as identified by Certegy.
- 37.4 ELECTRONIC WARNING BULLETIN LISTINGS. Includes: [*]
 a. VISA/MasterCard charge for listing on the Electronic Warning Bulletin.
 b. Charges for listing in the printed Warning Bulletin for regions outside the U.S.
- 37.5 RETRIEVALS FROM MASTERCARD OR VISA OR LOCAL TO LOCAL.
 Both MasterCard and VISA rules require the processor to provide copies of original and microfilmed transactions. The cost of producing the copies is covered by a fee schedule. Certegy's fees for performing those tasks will be in conformity with the currently published schedule. Currently,

	Original -----	Copy ----	Electronic/Facsimile -----
VISA	[*]	[*]	[*]
MasterCard	[*]	[*]	[*]

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37.6 OTHER MASTERCARD AND VISA FEES. ASSESSMENTS AND OTHER SERVICES.

Financial Institution shall be responsible for all MasterCard and VISA fees, dues and assessments related to the cardholder service provided to the card issuing members (e.g., "Please Call" fees).

37.7 ULTRAGRAPHICS LOGO SETUP FEE FOR PLASTICS EMBOSSING.

- a. Camera Ready Artwork [*]
- b. Non-camera ready artwork [*]

CERTEGY CARD SERVICES, INC.

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2003 RENEWAL SERVICE AGREEMENT

EXHIBIT 2

QUALITY CONTROL STANDARDS

EFFECTIVE JANUARY 1, 2004

(CERTEGY LOGO)

CERTEGY CARD SERVICES, INC.
 ICBA BANCARD, INC.
 2003 RENEWAL SERVICE AGREEMENT
 EXHIBIT 2
 QUALITY CONTROL STANDARDS

STANDARDS AND DEFINITIONS -- CUSTOMER SERVICE AND PRODUCTION

SERVICE AREA CSP # 1

Customer Service Phone

NAME OF STANDARD	STANDARD	MATERIAL
Average Speed of Answer	[*]	[*]

DEFINITION

Total delay time in seconds is gathered from a system generated phone report. The total time for the service hours is then divided by the total number of calls received for the day, resulting in an average delay time per call.

SERVICE AREA CSP # 2

Customer Service Phone

NAME OF STANDARD	STANDARD	MATERIAL
Calls Not Experiencing Busy	[*]	[*]

DEFINITION

The volume data is taken from a system generated phone report. To determine the percentage of busy calls, the total forced busy is divided by actual calls received. Actual calls received equals calls answered plus abandoned plus busy calls

SERVICE AREA CSP # 3

Customer Service Phone

NAME OF STANDARD	STANDARD	MATERIAL
Card Activation System Availability	[*]	[*]

DEFINITION

Card activation shall be available 99% of the time. This standard covers both credit and debit card activation.

SERVICE AREA L/S # 1

Lost Stolen

NAME OF STANDARD	STANDARD	MATERIAL
Average Speed of Answer	[*]	[*]

DEFINITION

Total delay time in seconds is gathered from a system generated phone report.
 [*]

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SERVICE AREA L/S # 2

Lost Stolen

NAME OF STANDARD	STANDARD	MATERIAL
Calls Not Experiencing Busy	[*]	[*]

DEFINITION

The volume data is taken from a system generated phone report. To determine the percentage of busy calls, the total forced busy is divided by actual calls received. Actual calls received equals calls answered plus abandoned plus busy calls

SERVICE AREA CSW # 1

Customer Service Written

NAME OF STANDARD	STANDARD	MATERIAL
Inquiry Resolved / CH Notified[*]	[*]	[*]

DEFINITION

Incoming items are date stamped and tracked from date received. Retrievals, chargebacks, billing information, payment inquiries and follow-up data requested by CCS are all included in this standard.

SERVICE AREA CSW # 2

Customer Service Written

NAME OF STANDARD	STANDARD	MATERIAL
Dispute Accuracy Rate	[*]	[*]

DEFINITION

Resolved files are selected daily at random from a rep by an internal Auditor. The Auditor validates the processing of the file and documents the number of errors.

Calculation:

Total achieved points divided by the total possible points - overall percentage accurate

SERVICE AREA FRD # 1

Fraud

NAME OF STANDARD	STANDARD	MATERIAL
Fraud files Closed[*]	[*]	[*]

DEFINITION

[*] This calculation will reflect the true age of the case and it's transactions, not based on the last monetary adjustment of a single transaction.

(CERTEGY LOGO)

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SERVICE AREA CISSU # 1

Card Issuance

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
New Accounts Timeliness	[*]	[*]

DEFINITION

[*]

SERVICE AREA CISSU # 2

Card Issuance

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Reissue Cards Mailed[*]	[*]	[*]

DEFINITION

[*] Total items received for the reissue are determined by information provided on a monthly data tape. The reissue cards are tracked according to relative month and date mailed within that month. [*]

SERVICE AREA PMAIL # 1

Production Mail

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Statements Mailed[*]	[*]	[*]

DEFINITION

Statements are tracked according to their cycle; therefore, the achievement of the standard is determined by counting from the first business day after the cycle drop date through the actual business date when the statements are mailed. (excluding weekends)

SERVICE AREA PMT # 1

Payments

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Process Same Day[*]	[*]	[*]

DEFINITION

As daily mail is received from the U.S. Postal Service it is divided into batches according to weight. These batches are groups of payments that will stay together and be reconciled throughout the payment process. Date and time received are indicated on the batches. As items are posted, the time is documented and determines the achievement of the standard when compared to the

time/date received.

(CERTEGY LOGO)

Exhibit 2

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 QUALITY CONTROL STANDARDS

SERVICE AREA

PMT # 2

Payments

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Process Next Day[*]	[*]	[*]

DEFINITION

As daily mail is received from the U.S. Postal Service it is divided into batches according to weight. These batches are groups of payments that will stay together and be reconciled throughout the payment process. Date and time received are indicated on the batches. As items are posted, the time is documented and determines the achievement of the standard when compared to the time/date received.

SERVICE AREA

PMT # 3

Payments

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Exceptions Processed[*]	[*]	[*]

DEFINITION

Items are tracked and measured the same as regular payments. Exception payments are anything other than a standard size check and statement header sent in the standard return envelope supplied by CCS. Missing Acct #'s are researched by name and address on checks or payment media when no match can be found, Certegy is dependent upon the cardholder contacting Customer Service and Certegy cannot be held accountable for processing in a timely fashion.

SERVICE AREA

PMT # 4

Payments

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Exceptions Processed[*]	[*]	[*]

DEFINITION

Items are tracked and measured the same as regular payments. Exception payments are anything other than a standard size check and statement header sent in the standard return envelope supplied by CCS. Missing Acct #'s are researched by name and address on checks or payment media when no match can be found, Certegy is dependent upon the cardholder contacting Customer Service and Certegy cannot be held accountable for processing in a timely fashion.

(CERTEGY LOGO)

CERTEGY CARD SERVICES, INC.
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SERVICE AREA PMT # 5

Payments

NAME OF STANDARD - - - - -	STANDARD -----	MATERIAL -----
Accuracy Rate - Reg/Excep Payments	[*]	[*]

DEFINITION

Complaints are received from cardholders via customer service phone reps. The reps log the details of the complaint. The information is gathered and the number of complaints is compared to total number of regular and exception payments processed.

SERVICE AREA REL # 1

Relations

NAME OF STANDARD - - - - -	STANDARD -----	MATERIAL -----
Incoming Calls Returned[*]	[*]	[*]

DEFINITION

Messages are tracked from the time they are received by the representative (includes voice mail). Expired time includes business hours only. [*]

SERVICE AREA REL # 2

Relations

NAME OF STANDARD - - - - -	STANDARD -----	MATERIAL -----
Incoming Calls Returned[*]	[*]	[*]

DEFINITION

Messages are tracked from the time they are received by the representative (includes voice mail). Expired time includes business hours only. [*]

SERVICE AREA REL # 3

Relations

NAME OF STANDARD - - - - -	STANDARD -----	MATERIAL -----
Research Inquiry Resolved[*]	[*]	[*]

DEFINITION

Inquiries are tracked from the time they are received by the representative (includes voice mail). Excluding weekends and holidays. The inquiries are considered resolved when:

- Rep provides resolution to inquirer

- Rep leaves a message with information or requests inquirer to contact rep

The exception is if additional information is required to obtain the resolution, in this case the Ren must contact the inquirer within the defined timeframe. [*]

(CERTEGY LOGO)

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SERVICE AREA

REL # 4

Relations

NAME OF STANDARD - - - - -	STANDARD -----	MATERIAL -----
Research Inquiry Resolved[*]	[*]	[*]

DEFINITION

Inquiries are tracked from the time they are received by the representative (includes voice mail). Excluding weekends and holidays. The inquiries are considered resolved when:

- Rep provides resolution to inquirer
- Rep leaves a message with information or requests inquirer to contact rep

The exception is if additional information is required to obtain the resolution, in this case the Rep must contact the inquirer within the defined timeframe. [*]

SERVICE AREA

REL # 5

Relations

NAME OF STANDARD - - - - -	STANDARD -----	MATERIAL -----
Representative Calls To Institution	[*]	[*]

DEFINITION

Reps will initiate calls once a month to their assigned banks who have not called Bank Relations during the month. The objective is to assist in the monitoring of potential institution problems. The Call Tracking System will generate a report identifying those institutions needing to be contacted.

SERVICE AREA

CDS # 1

CardSource

NAME OF STANDARD - - - - -	STANDARD -----	MATERIAL -----
Help Desk Staffed To Receive Calls	[*]	[*]

Definition

[*]

SERVICE AREA

CDS # 2

CardSource

NAME OF STANDARD - - - - -	STANDARD -----	MATERIAL -----
CCS Responds To Institutions[*]	[*]	[*]

DEFINITION

Messages are tracked from the time they are taken.[*]

(CERTEGY LOGO)

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SERVICE AREA ERPT # 1

E-Reports

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
E-Reports Availability[*]	[*]	[*]

DEFINITION.

[*]

SERVICE AREA ERPT # 2

E-Reports

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
E-Reports Availability[*]	[*]	[*]

DEFINITION

[*]

SERVICE AREA ERPT # 3

E-Reports

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Month End Reports[*]	[*]	[*]

DEFINITION

Monthly reports are provided through E-Reports the following month. [*]

SERVICE AREA ERPT # 4

E-Repotfs

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
MONTH END REPORTS[*]	[*]	[*]

DEFINITION

Monthly report ate pmvided through E-Rennrts the following month. [*]

(CERTEGY LOGO)

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SERVICE AREA

ERPT # 5

E-Reports

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Executive Reports Mailed[*]	[*]	[*]

DEFINITION

Executive reports are provided through E-Reports the following month. [*]

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 EXHIBIT 2
 QUALITY CONTROL STANDARDS

STANDARDS AND DEFINITIONS --DEBIT CARD

SERVICE AREA DEBIT # 1

Debit - Relations

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Relations Request Resolved[*]	[*]	[*]

DEFINITION

Inquiries are tracked from the time they are received by the representative (includes voice mail). Excluding weekends and holidays. The inquiries are considered resolved when:

- Rep provides resolution to inquirer
- Rep leaves a message with, information or requests inquirer to contact rep

The exception is if additional information is required to obtain the resolution, in this case the Ren must contact the inquirer within the defined timeframe. [*]

SERVICE AREA DEBIT # 2

Debit - Relations

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Relations Request Resolved[*]	[*]	[*]

DEFINITION

Inquiries are tracked from the time they are received by the representative (includes voice mail). Excluding weekends and holidays. The inquiries are considered resolved when:

- Rep provides resolution to inquirer
- Rep leaves a message with information or requests inquirer to contact rep

The exception is if additional information is required to obtain the resolution, in this case the Rep must contact the inquirer within the defined timeframe. [*]

SERVICE AREA DEBIT # 3

Debit - Relations

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
REL DPT Incoming Calls Returned[*]	[*]	[*]

DEFINITION

Messages are tracked from the time they are received. Expired time includes business hours only. [*]

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SERVICE AREA

DEBIT # 4

Debit - Relations

NAME OF STANDARD
- - - - -

STANDARD MATERIAL

REL DPT Incoming Calls Returned[*]

[*]

[*]

DEFINITION

Messages are tracked from the time they are received. Expired time includes business hours only. [*]

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 ICBA BANCARD, INC.
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 QUALITY CONTROL STANDARDS

STANDARDS AND DEFINITIONS -TECHNOLOGY CREDIT & DEBIT

SERVICE AREA SYSAD # 1

System Administration

NAME OF STANDARD	STANDARD	MATERIAL
Accuracy Rate - Parameter File CHGS	[*]	[*]

DEFINITION

System Administration will track the number of Parameter File Change errors on a monthly basis. An error is defined as correct information provided by the institution and implemented incorrectly by Certegy. A parameter file change is defined as any record change to a plan. The standard will be calculated by converting the total number of errors / total number of parameter changes to a percentage.

SERVICE AREA TECH # 1

Technology - Credit

NAME OF STANDARD	STANDARD	MATERIAL
Online System Availability	[*]	[*]

DEFINITION

[*]

SERVICE AREA TECH # 2

Technology - Credit

NAME OF STANDARD	STANDARD	MATERIAL
Transmissions from TBS to CardSource Users	[*]	[*]

DEFINITION

[*]

SERVICE AREA TECH # 3

Technology - Credit

NAME OF STANDARD	STANDARD	MATERIAL
TBS Authorization System	[*]	[*]

DEFINITION

[*]

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SERVICE AREA

TECH # 4

Technology -Debit

NAME OF STANDARD

STANDARD

MATERIAL

Debit Authorizations Completed

[*]

[*]

DEFINATION

[*]

SERVICE AREA

TECH # 5

Technology - Debit

NAME OF STANDARD

STANDARD

MATERIAL

Debit CTF Completed [*]

[*]

[*]

DEFINITION

[*]

(CERTEGY LOGO)

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STANDARDS AND DEFINITIONS - E-BANKING

SERVICE AREA EBK # 1

E-Banking

NAME OF STANDARD	STANDARD	MATERIAL
E-Banking System Availability	[*]	[*]

DEFINITION

[*]

SERVICE AREA EBK # 2

E-Banking

NAME OF STANDARD	STANDARD	MATERIAL
Hourly Transaction Processing	[*]	[*]

DEFINITION

Certegy's E-Banking system shall process specific transactions (wires, stop payments, ACH transactions) on the mark of every hour, 24x7, with exception of scheduled maintenance times and during management report processing.

SERVICE AREA EBK # 3

E-Banking

NAME OF STANDARD	STANDARD	MATERIAL
Daily Transaction Processing	[*]	[*]

DEFINITION

Certegy's E-Banking system shall process transactions on a daily basis providing updates twice a day to the institution at a mutually agreed upon time. [*]

SERVICE AREA EBK # 4

E-Banking

NAME OF STANDARD	STANDARD	MATERIAL
Load Processing	[*]	[*]

DEFINITION

[*]

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SERVICE AREA

EBK # 5

E-Banking

NAME OF STANDARD

STANDARD

MATERIAL

Availability of Transactional Reports

[*]

[*]

DEFINITION

Certegy's E-Banking system shall process transactional reports on a daily basis providing updates twice a day to the institution at a mutually agreed upon time.
[*]

SERVICE AREA

EBK #6

E-Banking

NAME OF STANDARD

STANDARD

MATERIAL

Availability of Management Reports

[*]

[*]

DEFINITION

[*]

(CERTEGY LOGO)

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CERTEGY CARD SERVICES, INC.
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STANDARDS AND DEFINITIONS -- MERCHANT

SERVICE AREA MER # 1

Merchant - Authorizations

NAME OF STANDARD	STANDARD	MATERIAL
Auth Calls Not Experiencing Busy	[*]	[*]

DEFINITION

The volume data is taken from a system generated phone report. To determine the percentage of busy calls, the total forced busy is divided by actual calls received. Actual calls received equals calls answered plus abandoned plus busy calls

SERVICE AREA MER # 2

Merchant - Relations

NAME OF STANDARD	STANDARD	MATERIAL
New Merchant Processed[*]	[*]	[*]

DEFINITION

New merchant account paperwork is tracked from the date received at Certegy. The completed date as compared to the incoming date is used to determine the achievement of the standard

SERVICE AREA MER # 3

Merchant - Relations

NAME OF STANDARD	STANDARD	MATERIAL
Accuracy Rate - New MER ACCT - VF &NVF	[*]	[*]

DEFINITION

New account set up issues are received from the institutions via Merchant phone reps. The reps log the details of the issue. The information is gathered and the number of complaints is compared to total number of new merchant accounts processed to obtain a percentage.

SERVICE AREA MER # 4

Merchant - Relations

NAME OF STANDARD	STANDARD	MATERIAL
Merchant Maintenances Input[*]	[*]	[*]

DEFINITION

Merchant maintenance change requests are tracked from the date received at Certegy. The completed date as compared to the incoming date is used to determine the achievement of standard

(CERTEGY LOGO)

CERTEGY CARD SERVICES, INC.
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SERVICE AREA MER # 5

Merchant

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Incoming Calls Returned[*]	[*]	[*]

DEFINITION

Messages are tracked from the time they are received. Expired time includes business hours only.

SERVICE AREA MER # 6

Merchant

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Incoming Calls Returned[*]	[*]	[*]

DEFINITION

Messages are tracked from the time they are received. Expired time includes business hours only.

SERVICE AREA MER # 7

Merchant Relations

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
All Inquiries Resolved[*]	[*]	[*]

DEFINITION

All inquiries are tracked from the time of receipt. Expired time includes round-the-clock hours, excluding weekends and holidays. The inquiries are considered resolved when. 1) the rep speaks directly to the inquirer giving the resolution, 2) a detailed message with the requested information is left for the inquirer and 3) a brief message is left for the inquirer, requesting that they contact the rep to obtain the requested information.

SERVICE AREA MER # 8

Merchant Relations

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Representative Calls To Institution	[*]	[*]

DEFINITION

Reps will initiate calls once a month to their assigned banks who have not called Merchant Relations during the month. The objective is to assist in the monitoring of potential institution problems.

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SERVICE AREA MER # 9

Merchant Relations

NAME OF STANDARD	STANDARD	MATERIAL
Accuracy Rate - File CHGS	[*]	[*]

DEFINITION

Merchant Relations will track the number of Bank and Merchant File Change errors on a monthly basis. An error is defined as correct information provided by the Bank/Merchant and implemented incorrectly by Certegy. A file change is defined as any record change to a plan. The standard will be calculated by converting the total number of errors / total number of changes to a percentage.

SERVICE AREA D/E # 1

Data Entry

NAME OF STANDARD	STANDARD	MATERIAL
Sales/CA/ADJ/PMT RCPT PROC[*]	[*]	[*]

DEFINITION

Items are date stamped as they are received at CCS. The completed date as compared to the incoming date is used to determine the achievement of the standard. [*]

SERVICE AREA D/E # 2

Data Entry

NAME OF STANDARD	STANDARD	MATERIAL
Accuracy Rate - Sales/CA/ADJ/PMT RCPT	[*]	[*]

DEFINITION

Complaints are received from the institutions via Bank and Merchant phone reps. The reps log the details of the complaint. The information is gathered and the number of complaints is compared to total number of monetary adjustments processed to obtain a percentage.

(CERTEGY LOGO)

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STANDARDS AND DEFINITIONS --TCM

SERVICE AREA TCM # 1

TCM

NAME OF STANDARD	STANDARD	MATERIAL
Applications Processed[*]	[*]	[*]

DEFINITION

Total number of processing days it takes to complete an application of credit and communicate an acceptance (initiate a new account) of the requested credit. [*]

SERVICE & AREA TCM # 2

TCM

NAME OF STANDARD	STANDARD	MATERIAL
Applications Processed[*]	[*]	[*]

DEFINITION

Total number of processing days it takes to compete an application of credit and communicate an acceptance (initiate a new account) of the requested credit. [*]

SERVICE AREA TCM # 3

TCM

NAME OF STANDARD	STANDARD	MATERIAL
New Account Data Entry Accuracy	[*]	[*]

DEFINITION

Data entry accuracy is measured by audits of new accounts after set up. All required field inputs are verified for accuracy and completeness.

SERVICE AREA TCM # 4

TCM

NAME OF STANDARD	STANDARD	MATERIAL
Adverse Action Letters Sent[*]	[*]	[*]

DEFINITION

Adverse action is the communication of the denial of an application of credit. The communication is in the form of a letter mailed to the applicant. [*]

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SERVICE AREA TCM # 5

TCM

NAME OF STANDARD	STANDARD	MATERIAL
Adverse Action Letters Sent[*]	[*]	[*]

DEFINITION

Adverse action is the communication of the denial of an application of credit. The communication is in the format of a letter mailed to the applicant. [*]

SERVICE AREA TCM # 6

TCM

NAME OF STANDARD	STANDARD	MATERIAL
Credit Limit Increase Processing Accuracy	[*]	[*]

DEFINITION

Verification through audits that credit policy and data entry is accurate and complete in regard to credit limit increases. All data entry fields are reviewed for accuracy and completeness.

SERVICE AREA TCM # 7

TCM

NAME OF STANDARD	STANDARD	MATERIAL
Credit Limit Increase Processing[*]	[*]	[*]

DEFINITION

[*] This includes granting the requested additional amount of communication with an adverse action letter that the request has been denied. Tracking reports allow monitoring of this item.

SERVICE AREA TCM # 8

TCM

NAME OF STANDARD	STANDARD	MATERIAL
Credit Limit Increase Processing[*]	[*]	[*]

DEFINITION

[*] This includes granting the requested additional amount of communicating with an adverse action letter that the request has been denied. Tracking reports allow monitoring of this item.

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SERVICE AREA

TCM # 9

TCM

NAME OF STANDARD

STANDARD

MATERIAL

Management Reports Delivered[*]
[*]

[*]

[*]

DEFINITION

[*]

SERVICE AREA

TCM # 10

TCM

NAME OF STANDARD

STANDARD

MATERIAL

Database Delivered[*]

[*]

[*]

DEFINITION

[*]

SERVICE AREA

TCM # 11

TCM

NAME OF STANDARD

STANDARD

MATERIAL

Risk Management Reports
Delivered[*]

[*]

[*]

DEFINITION

[*]

(CERTEGY LOGO)

EXHIBIT 3
2003 RENEWAL SERVICE AGREEMENT, DATED AS OF JUNE 1, 2003,
BETWEEN ICBA BANCARD, INC. AND CERTEGY CARD SERVICES, INC.

FORM OF LETTER TO FINANCIAL INSTITUTIONS OF NON-RENEWAL OR TERMINATION

Intentionally omitted by the parties.

PORTIONS OF THIS EXHIBIT WHICH ARE INDICATED BY "[*]" HAVE BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION.

2004 RESTATED CSCU CARD PROCESSING SERVICE AGREEMENT This 2004 Restated CSCU Card Processing Services Agreement (this "Agreement") is made as of January 1, 2004 by and between Card Services for Credit Unions, Inc., a Florida corporation ("CSCU") and Certegy Card Services, Inc. (formerly Equifax Card Services, Inc.), a Florida corporation ("Certegy") with reference to the following facts:

A. CSCU is an organization consisting of member credit unions (the "Credit Unions"), which are licensees of VISA U.S.A., Inc. ("VISA") and/or MasterCard International, Inc. ("MasterCard").

B. Among other purposes, CSCU has been organized for the purpose of obtaining and maintaining one or more bank identification numbers (BIN's) issued by VISA and/or interbank card association numbers (ICA's) issued by MasterCard for shared use by the Credit Unions in connection with their VISA and/or MasterCard programs.

C. Certegy is engaged in the business of providing card processing services to assist licensees of VISA and MasterCard in the operation of their card programs.

D. CSCU, in a desire to retain Certegy on an exclusive basis to provide card processing services to the Credit Unions, entered into the CSCU Card Processing Service Agreement with Equifax Card Services, Inc., f/k/a Telecredit Service Center, Inc., on February 7, 1989, which was amended on September 15, 1989, July 1, 1992, March 27, 1993, and April 1, 1993 (collectively, the Original Agreement). The parties entered into a Restated CSCU Card Processing Service Agreement on February 16, 1994, which they later amended on August 2, 1997 and April 1, 1999 (the "Restated Agreement"). The term of the Restated Agreement extends through September 30, 2004.

E. The parties now desire to enter into this Agreement to extend the term of the Restated Agreement from October 1, 2004 through December 31, 2009 (the "Extended Period"), and to update and again restate the terms of their Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

Services. 1.

1.1 Retention of Certegy. By this Agreement, CSCU retains Certegy, and Certegy agrees, to provide card processing services to the Credit Unions in accordance with the terms of this Agreement. The services to be provided (the "Services") include all of the items referenced on Schedules A, B, C, E, G, J, K and L. Except as otherwise provided for in this Agreement, so long as this Agreement remains in effect, CSCU shall not retain any other party to provide any of

the Services. If CSCU wishes to utilize or offer additional services or products not included on any of the Schedules or Exhibits, CSCU shall provide Certegy the right of first refusal to provide those other services or products. In this event, CSCU shall provide to Certegy in writing the specifications for those services or products and shall give Certegy ninety (90) days from receipt of such notice to advise CSCU if Certegy can provide the requested services and/or products and on what additional terms (i.e., fees). CSCU may obtain competitive bids from other providers in the industry for these other services and products not included on the Schedules or Exhibits, but shall always provide Certegy the opportunity to meet any competitive bid and provide those additional products and services. In the event that Certegy is unable or unwilling to meet the bid submitted by another third party processor, CSCU may purchase those services or products from such other provider.

1.2 Should CSCU request a change to any of the Services that would require modification of or addition to hardware or software utilized by Certegy or hiring of additional staff by Certegy or result in Certegy incurring any additional expenses in providing the Services (e.g., customization of a particular program for a particular group of Credit Unions, or should CSCU request Certegy to implement a program sooner than scheduled by Certegy,) then Certegy and CSCU agree to negotiate whether and upon what terms such changes or implementations shall be provided. Certegy reserves the right to make changes to the Services from time to time so long as the changes do not prevent Certegy or CSCU from meeting their obligations to the Credit Unions and Cardholders (e.g., changing vendors, changing equipment, upgrading software and other changes that are determined necessary by Certegy, in its sole discretion, to maintain performance levels and competitiveness). Certegy shall be responsible for implementing, at no additional cost to CSCU or the Credit Unions, all updates and releases as required by MasterCard and/or Visa, as well as modifications to correct problems with the Services that are the responsibility of Certegy. Certegy shall test all changes, using commercially reasonable means including quality control checks, prior to placing changes into production, to increase the likelihood of a successful implementation. In addition, Certegy will present to CSCU information on new products and services prior to those new products or services being offered to the Credit Unions.

1.3 Credit Union Service Agreement. Certegy shall enter into a "Credit Union Service Agreement," substantially in the form of one of those agreements attached as Exhibits "B," "B-1 and "B-2 with each Credit Union desiring to acquire the Services.

1.4 Minimum Rating Requirements. From time to time, CSCU and Certegy may jointly establish minimum financial requirements for eligibility in the program offered pursuant to this Agreement.

1.5 Other Vendors. If a Credit Union wishes Certegy to provide to vendors data pertaining to that Credit Union, that Credit Union shall provide written authorization to Certegy to provide that data as well as indemnification for claims pertaining to the provision of that data or the performance of any such vendors, in a form acceptable to Certegy. In addition, Certegy may require any such vendor to enter into written agreements with Certegy governing the provisions of that data and the vendor's duty to protect the data from compromise and unauthorized use or disclosure.

Fees for the Services. 2.

2.1 CSCU Enrollment Fee. At the time a Credit Union enters into a Credit Union Service Agreement, that Credit Union shall pay to CSCU, and CSCU hereby authorizes Certegy to collect on its behalf, a nonrefundable enrollment fee of One Hundred Fifty Dollars (\$150.00).

2.2 Guaranteed Rates. Certegy shall charge the Credit Unions, and the Credit Unions shall pay, those fees set forth on Schedules "A", "B", "C", "E", "G", "J", "K" and "L", copies of which are attached to and made a part of this Agreement (collectively, the "Schedules"). Subject to subparagraphs 2.3 and 2.4 of this Agreement, those fees set forth on the Schedules shall remain in effect through the term of this Agreement. Pass through Fees. From time to time, Certegy shall have the right to increase

2.3 any of the fees over which it has no control up to the amount of the actual cost incurred by Certegy including, but not limited to, Certegy's reasonable internal costs (collectively, the "Pass Through Fees") and which are identified as such on the Schedules, effective as of the date those Pass Through Fees are increased to Certegy. CSCU shall not be responsible, however, for any MasterCard and Visa fines and penalties that result from Certegy's failure to fulfill its obligations under this Agreement.

2.4 Fee Increases for Inflation. Effective October 1, 2004, upon written notice in accordance with section 2.5, Certegy shall have the right, three times during the Extended Period, to increase one or more of the fees set forth on the Schedules, excluding the Pass Through Fees, by a percentage equal to the Percentage Increase, if any, in the Consumer Price Index as described below, but not to exceed 3% in any one increase. For purposes hereof, the following definitions shall apply:

(i) The "Consumer Price Index" shall mean the Consumer Price Index of the Bureau of Labor Statistics of the United States Department of Labor (the "DOL") for All Urban Consumers, U.S. City Average (1982-84=100), "All Items" (the "Index"). If the DOL revises the basis on which the Index is now calculated, the parties shall make an appropriate conversion to a revised "Index" on the basis of conversion factors published by the DOL. If conversion factors are not available from the DOL, either party may request the DOL to provide an appropriate conversion or adjustment. If the DOL is unable or unwilling to provide an appropriate conversion or adjustment, or if the Index is discontinued, the parties shall in good faith agree on a suitable substitute for the Index.

(ii) The "Percentage Increase" shall mean the percentage equivalent to the fraction, the numerator of which is the Index for the Comparative Month less the Index for the Base Month, and the denominator of which is the Index for the Base Month.

(iii) The "Comparative Month" shall mean the third month prior to the effective date of the increase, and the "Base Month" shall mean (a) in the case of the first increase for any applicable Schedule, March of 2002, and (b) in the case of a subsequent increases, the month that was the Comparative Month for the last increase of the fees being increased.

2.5 Notice of Fee Modification. Any allowed fee modification shall be effective on the first calendar day of the next month following thirty (30) days prior written notice from Certegy to CSCU and the Credit Unions. Certegy shall document any fee modification by revising the applicable Schedules, providing a copy of the revised Schedules to CSCU and providing notice of the changes to the individual Credit Unions.

2.6 Payment of Fees. Fees for processing transactions shall be settled each banking day for the transactions processed for the previous banking day and shall be payable by deduction from the various Accounts referenced in section 3 of this Agreement. Fees for all other Services shall be invoiced by Certegy monthly and shall be payable by deduction from the Accounts referenced in, and in accordance with, section 3 of this Agreement. Settlement Procedures. 3. Program Clearing Account. So long as this agreement remains in effect, Certegy

3.1 shall maintain on behalf of CSCU a demand deposit account (the "Program Clearing Account" or "PCA") at a mutually agreeable financial institution the purpose of settling transactions, charges, and reimbursements in connection with the Credit Unions' VISA and MasterCard programs. Access. Certegy shall have the right to make deposits into and withdrawals from

3.2 the PCA for the following purposes:

(i) daily settlement of all incoming VISA and MasterCard cardholder amounts due VISA and MasterCard;

(ii) daily settlement of fees payable to Certegy for the transactions processed the previous banking day;

(iii) monthly settlement of Certegy's fees and charges other than daily transaction processing fees;

(iv) daily settlement of all VISA and MasterCard fees charged CSCU or a CSCU member by VISA or MasterCard or deducted from Certegy's accounts, including without limitation the combined warning bulletin fees, interchange fees, and assessments;

(v) daily payment of any interest due Certegy for Funds paid by Certegy to VISA or MasterCard on behalf of the Credit Unions that were not available in the PCA (the "PCA Shortfall"), which interest shall be calculated at the prime rate charged by Certegy's depository bank plus one percent (1%) for all PCA shortfall;

(vi) daily investment for CSCU's benefit of available funds from the PCA as described in section 3.4;

(vii) settlement of all incoming debt transactions; and

(viii) settlement of all outgoing debit transactions not more than three (3) business days following Certegy's receipt of such outgoing debit transactions from a Credit Union.

3.3 Funding and Management of the PCA. CSCU, through each of the Credit Unions, shall provide Certegy the funds to maintain on behalf of CSCU, at all times in the PCA, a balance not less than the following (the "Minimum Balance"):

(i) If Certegy provides any of the Services referenced on Schedule "A" and "B", the anticipated average number of credit cardholder accounts of each Credit Union under its VISA and/or MasterCard programs for the first 90 days or 300 accounts, whichever is greater, x 2.5 (anticipated charges per cardholder account per month) x \$75 (anticipated average transaction amount) divided by 21.5 (average business days per month); plus

(ii) If Certegy provides any of the Services referenced on Schedule "E" and "J", the anticipated average number of debit cardholder accounts of each Credit Union under its VISA and/or MasterCard programs for the first 90 days or 300 accounts, whichever is greater, x 5 (anticipated debits per cardholder account per month) x \$40 (anticipated average debit amount) divided by 21.5 (average business days per month); plus

(iii) if Certegy provides any other Services to a Credit Union, an amount sufficient to cover those daily transactions and chargebacks as well (e.g., Direct Processing Merchant Services as referenced on Schedule "C" or Commercial Card Services on Schedule "G"). The above factors may be adjusted by Certegy based on the actual transaction volume history of those Credit Unions for which Certegy has been providing Services, and the factors shall thereafter be adjusted quarterly by Certegy, or more often if deemed necessary by Certegy and CSCU, based on the actual transaction volume history of the prior quarter and seasonal factors. Certegy shall give prior written notice to CSCU and the Credit Unions of any adjustment of the factors. Credit Union authorizes Certegy, at Credit Union's expense, to access the PCA as well as the Settlement Account through the Automated Clearing House ("ACH"), U.S. Central Credit Union's data switch, wire transfer, or draft transfer in order to maintain Credit Union's required balances, if applicable, or for any purpose described in this section 3, and similarly to transfer funds owing to a Credit Union into the applicable account. CSCU guarantees the availability of the funds in the various accounts referenced in this section 3 and agrees that Certegy shall at all times have access to such funds for the above referenced purposes and further agrees that Certegy shall be able to make the withdrawals and transfers required hereunder and hereby authorizes Certegy to borrow funds, on a short-term basis on behalf of CSCU, to maintain funds in those accounts in an amount reasonably required by Certegy to perform daily settlements. Certegy agrees to manage the various accounts on CSCU's behalf and on behalf of Credit Union to achieve these stated purposes. Investment of Funds. Certegy shall invest any available funds in the PCA on

3.4 behalf of CSCU in short-term investments to be mutually agreed on in writing.

3.5 Settlement Account. Certegy shall on behalf of CSCU require each Credit Union to maintain, and each Credit Union shall maintain, at all times a demand deposit account (a "Settlement Account") with funds in an amount sufficient to enable CSCU and/or Certegy to replenish the PCA, on a daily basis, so that the Credit Union's pro rata share of the Minimum Balance is maintained at all times. CSCU and/or Certegy, through U.S. Central Credit Union's data switch, through the Automated Clearing House ("ACH"), or through wire transfer, at the expense of each Credit Union, shall have the right to transfer funds from each Settlement account to the PCA, on a daily basis, in an amount necessary to replenish the PCA as set forth above. Each Credit Union shall provide overdraft protection for its Settlement Account to further ensure that CSCU and/or Certegy shall be able to make the transfers necessary under this section. So long as Certegy shall follow reasonable and prudent procedures to minimize loss resulting from the failure of a Credit Union to maintain the required balance in its Settlement Account, CSCU shall indemnify and hold harmless Certegy from and against any losses and liabilities resulting from the failure of a Credit Union to maintain the required balance. Settlement to Credit Unions processing on BASE2000. Credit Unions receiving

3.6 Certegy Services under Schedules "K" or "L" shall each establish a settlement account in the Credit Union's name to enable VISA and/or MasterCard to settle transactions, dues, fees, assessments and other amounts directly to the Credit Union settlement account ("Direct Settlement Account"). The Credit Union shall maintain sufficient balances in the Direct Settlement Account to enable such VISA and/or MasterCard settlements. Neither CSCU nor Certegy shall bear any responsibility or liability for funding of the Credit Union's Direct Settlement Account.

3.7 Payment Account. Certegy shall maintain on behalf of CSCU one or more demand deposit accounts for the purpose of deposit of cardholder and other payments made to CSCU and the Credit Unions (the "Payment Accounts"). Certegy shall have the right to deposit cardholder and other payments into the Payment Accounts and to transfer funds from the Payment Accounts to the PCA, the Settlement Account or the Direct Settlement Account, as appropriate.

3.8 Records. Certegy shall maintain complete records pertaining to the PCA and the Payment Accounts, including records pertaining to reconciliation of the PCA, daily interchange fees, and daily settlements, and pertaining to Certegy's transfers to and from the Settlement Accounts.

Quality Control Standards. 4.

4.1 Certegy shall maintain the quality control standards set forth in Exhibit "C", which is attached to and made a part of this Amendment (the "Standards"). At the end of each calendar quarter, Certegy and CSCU shall review Certegy's quarterly performance regarding the Standards. To facilitate that quarterly review, Certegy shall provide CSCU with monthly reports on which that review can be based. Those Standards on Exhibit C, which are deemed to be "Material Standards", are identified as such on Exhibit "C". CSCU and Certegy shall each measure Credit Union satisfaction through their independently conducted surveys. If CSCU notifies Certegy that CSCU's satisfaction survey results for any period vary materially from the results of Certegy's satisfaction survey for the same period, the parties shall compare their

surveys to confirm that the survey questions seek the same information, the surveys are addressed to the same target audience, and the surveys use the same response scale. If matching these factors corrects the variance, future results should match. When these factors are the same and the results still have a statistically significant variance and the issue causing the variance can be identified, CSCU and Certegy will mutually agree on corrective action and implement the corrective action plan within 30 days. If Certegy and CSCU cannot identify or agree upon the cause for the variance, the parties will jointly retain the assistance of an outside statistical survey specialist to assist the parties' effort to eliminate the variance.

4.2 The failure by Certegy to have met one or more Material Standards or three or more of the other Standards in any three consecutive months shall be deemed a "Material Failure". In the event Certegy is implementing a technology or software enhancement, Certegy may inform CSCU in advance of the Standards it expects to be negatively affected and the timeframe for the implementation. Such identified Standards will not be included in determining whether there has been a Material Failure during the implementation. In the event of a Material Failure, Certegy shall take those steps necessary to cure that specific Material Failure within the 1-month period following notice by CSCU to Certegy of the Material Failure (the "Cure Period"). Except as provided for in subsection 4.3, the test period to determine whether such cure has been accomplished shall be the 1-month period following the Cure Period.

4.3 In addition, during any Cure Period for the Standards identified in Exhibit "C" as either the "Cardholder Satisfaction Rating Index Goal" or the "Credit Union Satisfaction Rating Index Goal", for satisfaction surveys conducted by Certegy, (collectively, the "Satisfaction Rating Index Goals"), Certegy will pay CSCU (i) \$20,000 for any month in which there is a Material Failure of one Satisfaction Rating Index Goal, and (ii) \$40,000 for any month in which there is a Material Failure of both Satisfaction Rating Index Goals. Notwithstanding anything in this Agreement to the contrary, if Certegy is unable to cure the applicable Satisfaction Rating Index Goal(s) after a 90-day period following the beginning of the Cure Period, CSCU may terminate this Agreement.

4.4 Unless otherwise expressly agreed to in writing by the parties, all results of all Standards shall be deemed "Confidential Information" of Certegy, subject to section 8 of this Agreement.

4.5 Certegy will invest in improvements to its debit/ATM processing capability during the Renewal Term. Certegy's goals will be:

- (1) to establish effective, efficient and dependable connectivity to enable authorizations and settlements over all major debit/ATM networks;
- (2) to provide competitive solutions for CSCU Credit Union's debit and ATM card processing needs;
- (3) to have Certegy's platform connect directly to VISA for signature debit authorizations;
- (4) to settle signature debit transactions directly with VISA;
- (5) to enable single point settlement;
- (6) to provide a graphical user interface;
- (7) to enable seven-day processing, and
- (8) to enable unique authorization parameters by BIN. Backup, Disaster Recovery, Force Majeure and System Integrity. 5.

5.1 Backup. Certegy shall provide for backup data processing in the event Certegy's primary data processing unit becomes inoperable. Certegy will provide off-premises secured

storage of data and program files as required by VISA and MasterCard and will have available redundant sources of electrical power.

5.2 Disaster Recovery. In the event Certegy is prevented from performing its obligations under this Agreement through no fault of its own, Certegy shall, through its own facilities, suppliers of computer equipment and/or other processors, make best efforts to assist Credit Union to obtain replacement processing services for the Services, as promptly as is reasonably possible. Credit Union authorizes Certegy to provide cardholder and other Confidential Information to those vendors it contracts with to provide disaster recovery and other back-up processing services to Certegy, in order to test and prepare for disaster recovery as well as to perform Services in the event of a threatened or actual disaster. Certegy shall require each vendor that is to receive Confidential Information to sign a confidentiality agreement binding such vendor to protect and not improperly disclose Confidential Information. Certegy has maintained and shall continue to maintain arrangements with vendors to provide backup processing capability and Certegy shall test the functionality and viability of such backup processing capability twice each year.

5.3 Force Majeure. If Certegy is prevented from performing its obligations under this Agreement due to causes beyond its control, including without limitation strikes, riots, earthquakes, epidemics, wars, acts of terrorists, fires, power failures, the failure or closure of a Credit Union, machine breakdowns, computer-associated equipment outages, or any other catastrophe rendering its data processing center wholly or partially inoperable, Certegy shall not be liable for any loss or damage to Credit Union, Agent Credit Unions or Customers.

5.4 Annual Financial and System Review. Each year, Certegy shall provide to CSCU a copy of the most recent annual report of its publicly held parent corporation and a copy of the most recent third party auditors' review and report on the design and compliance test of Certegy's card processing system (SAS 70). Upon Credit Union's written request, Certegy shall provide these documents to Credit Union.

6. Merchant Fees. If a Credit Union utilizes the Merchant Services provided by Certegy, the fees referenced in Schedule "C" attached to and made a part of this Amendment, shall apply to those services, and the following terms are added to the Agreement:

6.1 Right to Refuse Merchants. Credit Union shall not enroll merchants for participation in the VISA and/or MasterCard system through CSCU or Certegy, if those merchants are within the categories of merchants designated by CSCU and/or Certegy from time to time as "high-risk merchants". CSCU and/or Certegy shall have the right to refuse to enroll, and may terminate the enrollment of, any merchant if it determines, in its sole and absolute discretion, that failure to do so would create excessive risk for CSCU and/or Certegy. Right to Refuse Transactions. In the event that either CSCU or Certegy 6.2 determine, in their sole discretion, that the risks related to the credit card sales transactions ("Transactions") introduced by any merchant enrolled by Credit Union are excessive, then CSCU or Certegy may refuse to accept and process those Transactions. CSCU or Certegy shall

promptly notify Credit Union of its refusal to accept and process Transactions from any such merchant.

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

6.4 Indemnification. Notwithstanding any other provision of this Agreement, Credit Union shall indemnify and hold harmless Certegy and CSCU, and their respective stockholders, officers, directors, employees, agents, affiliates, subsidiaries, successors and assigns, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses, including reasonable attorney fees including attorneys' fees in appellate and bankruptcy proceedings, or disbursements of any kind or nature whatsoever, which may be suffered by, imposed on, incurred by, or asserted against Certegy, CSCU or the other indemnified parties in any way relating to, or arising out of any merchant deposit of VISA or MasterCard credit card or debit card sales transactions, drafts which arise from transactions from merchants enrolled by Credit Union or an agent institution of Credit Union for the merchant services provided pursuant to the Service Agreement, ("Sales Transactions"), including counterfeit or fraudulent transactions, or any chargebacks of such Sales Transactions (collectively, the "Losses"). Certegy shall be a third-party beneficiary of this paragraph, and if Certegy brings any lawsuit, arbitration or other action against Credit Union to enforce the provisions of this paragraph, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in connection with the action including attorneys' fees and costs in appellate and bankruptcy proceedings.

6.5 Right to Utilize Certain Funds. CSCU and/or Certegy shall have the right to utilize any amounts payable to Credit Union as a result of Transactions in the MasterCard and/or VISA systems in payment of, or to reimburse CSCU or Certegy for, chargebacks or any other amounts payable by, or any other losses resulting from the activities of, any merchants enrolled by Credit Union or an agent institution of Credit Union. Credit Union acknowledges that Certegy is a third party beneficiary of all rights granted to CSCU by Credit Union under this Financial Services Agreement, and that Certegy can exercise all rights given to it pursuant to this paragraph to, among other things, apply incoming amounts to offset or recover amounts due on fraudulent Transactions introduced into the MasterCard and/or VISA systems by merchants enrolled by Credit Union or an agent institution of Credit Union. Credit Union specifically agrees that the rights of CSCU and Certegy and the obligations of Credit Union hereunder shall survive any termination of this Agreement.

Inspection of Records. 7.

7.1 Inspection by CSCU. On reasonable notice, during normal business hours and on presentation of written authorization from CSCU or from a Credit Union, as the case may be, CSCU representatives shall have the right, at CSCU's expense, to inspect and audit information and records in Certegy's possession pertaining to this Agreement or the Credit Union providing the authorization; provided that any such notice shall specify the scope of the inspection or audit and Certegy shall have the right to receive and comment on any report prepared by any external representative engaged by CSCU in connection with any such inspection or audit, prior to its dissemination to the Credit Unions or any other parties.

7.2 Inspection by Credit Union. On reasonable notice, during normal business hours and on presentation of written authorization from a Credit Union, the representatives of the Credit Union or the designated agent of the Credit Union shall have the right, at the Credit Union's expense, to inspect and audit information and records pertaining to that Credit Union; provided that any such notice shall specify the scope of the inspection or audit and Certegy shall have the right to receive and comment on any report prepared by any external representative engaged by the Credit Union in connection with any such inspection or audit, prior to its dissemination to the Credit Unions or any other parties. Government Inspection. Certegy shall permit those governmental agencies that 7.3 regulate and examine CSCU and the Credit Unions to examine Certegy and its books and records to the same extent as if the Services were being performed by CSCU or the Credit Unions on their own premises.

8. Confidentiality. Each of the parties to this Agreement shall hold all information provided to it by the other party, or through its relationship with the other party, as secret and confidential, whether in the form of reports, plans, customer lists, data, documents, software and related products and services, (including, without limitation, CSCU's proprietary software, the Virtual Card Consultant), drawings, writings, samples, know-how, marketing, strategies, business operations and business systems, and other proprietary material ("Confidential Information"). Non-public financial information that is personally identifiable to a customer or member of Credit Union (referenced in the Gramm-Leach-Bliley Act of 1999 as "Non-public Personal Information" or "NPI") shall be treated by Certegy as Confidential Information whether it is received directly from Credit Union, through VISA or MasterCard or from another third party. Certegy shall only provide NPI to CSCU at the request of Credit Union. Confidential Information shall remain the property of the party from or through whom it was provided. The parties shall use Confidential Information, including NPI, only to perform under this Agreement and in the case of CSCU its Membership Agreement with Credit Union. Each party shall use the same degree of care to protect the other party's and Credit Union's Confidential Information as it uses to safeguard its own and each party shall implement and maintain procedural, physical and electronic safeguards to prevent the compromise or unauthorized disclosure of Confidential Information. For purposes of this section, other than in the case of NPI, Confidential Information shall not include information that becomes available to the public through no wrongful action of the receiving party, is already in the possession of the receiving party and not subject to an existing agreement of confidentiality between the parties, is received from a third

party without restriction and without breach of this Agreement, is independently developed by the receiving party, or is disclosed pursuant to a request from a government agency to the extent required by law. This Agreement shall in no way be construed to grant any right, license, or authorization to either party to use Confidential Information except as permitted in this Agreement. Each party shall restrict access to Confidential Information to those employees and persons in the receiving party's organization with a need to know such Confidential Information in order to perform its obligations under this Agreement. Such employees and persons shall be under the same obligations to hold secret and confidential such Confidential Information. To the extent Certegy retains third party vendors to assist it in performing its duties under this agreement, it shall first require such vendors similarly to protect and restrict the use of Confidential Information. The obligations of the parties hereunder shall survive the termination of this Agreement.

Transmissions. 9.

9.1 CSCU and Credit Union Responsibility. CSCU and/or the Credit Unions, as the case may be, shall be responsible for transmission at their expense, and shall bear the risk of loss and damage resulting from the transmission to the data processing center of Certegy of information and data (collectively, "Data"). In the case of physical transmission of Data to Certegy, the responsibility for loss and damage shall remain with CSCU and/or the Credit Unions to the point where and until Certegy receives delivery of the Data through the U.S. mail or by courier, and in the case of electronic transmission, until receipt is confirmed by Certegy, at which time the risk of loss shall shift to Certegy.

9.2 Certegy Responsibility. Certegy shall bear the risk of loss and damage resulting from the transmission of Data from the data processing center of Certegy. In the case of physical transmission of Data from Certegy to CSCU or a Credit Union, the responsibility for loss and damage shall remain with Certegy to the point where and until CSCU or the Credit Union, as the case may be, receives delivery of the Data through the U.S. mail or by courier, and in the case of electronic transmission, until receipt is confirmed by CSCU or the Credit Union, at which time the risk of loss shall shift to CSCU or the Credit Union, as the case may be. Certegy's responsibility for the safekeeping and security of plastic credit cards or blank plastic cards commences upon the delivery of such plastics to Certegy and terminates upon delivery of plastics by Certegy to the mail, courier or freight service designated by CSCU or the Credit Union.

Compliance with Laws and regulations. 10.

10.1 Certegy's Compliance Obligations. Except as provided in items (i) and (ii) of section 10.2 below, Certegy shall be responsible for providing the Services in a manner that complies with all Federal laws, rules, and regulations as amended or enacted from time to time applicable to the Services, including without limitation the Truth-In-Lending and Fair Credit Billing Acts, and all rules and regulations promulgated under those laws. 10.2 Credit Union Compliance Obligations. Each Credit Union shall be responsible for the following:

(i) preparing its credit application forms, solicitations, and notices of credit approval and denial as well as compliance with all Federal laws, rules, and regulations relating to those documents, including without limitation, where applicable to those documents, the Federal Consumer Credit Protection Act including Truth-In-Lending, the Equal Credit Opportunity act, the Electronic Fund Transfer Act, the Gramm-Leach-Bliley Act of 1999, the U.S.A.

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Act, and any regulations implementing such acts;

(ii) if the Credit Union elects to prepare any other documentation or text for use with its cardholder accounts, Credit Union shall comply with all applicable laws, rules, and regulations applicable to such documentation or text;

(iii) complying with all state and municipal laws, rules, and regulations as amended or enacted from time to time applicable to all documentation sent to the Credit Union's cardholders; and

(iv) except as provided in section 10.1 above, complying with all Federal and state laws, rules, and regulations applicable to the operation of its card program, including without limitation state and Federal usury laws, Fair Credit Reporting, Equal Credit Opportunity and Electronic Funds Transfer Acts and all rules and regulations promulgated under these laws relating to the operation of its card program, and all VISA, MasterCard and other card association rules and regulations applicable to card issuing institutions in connection with the operation of its card program.

10.3 Modifications to Card Program. Each Credit Union shall notify Certegy by certified mail if it desires to amend, subject to applicable law and regulation, any aspect of its card program which may impact Certegy's provision of the Services to that Credit Union, including, without limitation,

(i) the annual percentage rate it charges,

(ii) the percent and dollar amount of minimum payment,

(iii) its method of finance charge calculation, and/or (iv) the annual fees of that Credit Union's existing card program.

10.4 Debit Card Disclosures. Notwithstanding anything to the contrary in this section 10, each Credit Union shall be solely responsible for providing any and all required debit card disclosures and forms to its customers. Each Credit Union shall be solely responsible for compliance with all laws, rules, and regulations applicable to all aspects of the operations of its debit card programs, regardless of whether that Credit Union uses any forms or other materials supplied by Certegy.

11. Certegy Procedures. Certegy shall, from time to time, hold training sessions at its facility and such other places as it shall designate, for new Credit Union employees or Credit Union employees needing additional training. Each Credit Union shall be responsible for sending its employees to Certegy training sessions as necessary for them to be fully trained to perform their responsibilities in connection with utilization of the Services. For each area of responsibility to be performed by one or more employees of a Credit Union, that Credit Union shall send at least one employee who will be performing that responsibility to training to be trained in that responsibility. Each Credit Union shall have full responsibility for ensuring that its employees and other representatives comply with all procedures set forth in Certegy" training

manual or other procedural manuals and literature provided to the Credit Union at training sessions or otherwise from time to time, including without limitation those pertaining to verification of the accuracy of account confirmation cards sent by Certegy to the Credit Union and monitoring of combined warning bulletins (collectively, the "Procedures") and shall indemnify, defend, and hold harmless Certegy, its officers and directors, and its successors and assigns from and against any and all liabilities, claims, damages, losses or expenses, including reasonable attorneys' fees (collectively "Claims") that result from, arise out of, or in connection with the failure of an employee or other representative of that Credit Union to follow the Procedures.

12. Responsibility for Counterfeit and Fraudulent Transactions. Each Credit Union assumes financial responsibility for all VISA and MasterCard debit and credit card transactions charged to its cardholder accounts, including but not limited to counterfeit transactions and fraudulent transactions, and shall indemnify and hold harmless CSCU, Certegy, their officers and directors, and their successors and assigns against any and all Claims that result from, arise out of, or in connection with such transactions, unless such Claims are caused by Certegy's negligence, willful misconduct, or failure to perform in accordance with the terms of this Agreement.

Mediation; Arbitration. 13.

13.1 The parties shall submit any dispute arising under section 1.2 to mediation as administered by, and subject to the rules of, the Computer Law Committee of The Florida Bar or such other mediation group mutually agreed to by the parties, to attempt to resolve the dispute. Each party shall be responsible for its own costs and attorneys' fees, if any, incurred during the mediation.

13.2 If mediation under section 13.1 does not result in a full settlement of the dispute, then any matter described in section 1.2 that is disputed shall be submitted to arbitration and decided in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in Tampa, Florida, and the decision rendered by the arbitrators in connection with any such matter shall be binding. In connection with any arbitration pursuant to this section, the arbitrators shall have the discretion to determine whether either party is the prevailing party and to allocate all or more than half of the responsibility for the costs of the arbitration, plus responsibility for all or a portion of the prevailing party's attorneys' fees, to the non-prevailing party. If no such allocation is made, each party shall be responsible for half the costs of the arbitration and that party's entire attorneys fees.

13.3 If either party initiates an action or proceeding at law or in equity that should have been submitted for resolution under section(s) 13.1 or 13.2, then the other party shall be entitled to recover from the party who initiated that action or proceeding, its attorneys' fees and costs incurred in connection with a motion to dismiss the action or proceeding on the grounds that it should have been submitted for resolution under section(s) 13.1 or 13.2.

Termination. 14.

14.1 Events. This Agreement shall terminate on December 31, 2009, or on written notice given from one party to the other after the occurrence of any one of the following:

(i) the termination of Certegy's right or ability to perform the Services for VISA or MasterCard accounts;

(ii) the failure of CSCU to obtain and maintain those BIN's and ICA's necessary in order for the Credit Unions to use and share BIN's and ICA's maintained by CSCU;

(iii) the discontinuance by either party of its performance of this Agreement because of an order of an appropriate state or Federal court or regulatory body to so discontinue its participation;

(iv) any affirmative act of insolvency by VISA or MasterCard or upon the filing by VISA or MasterCard of any action under any reorganization, insolvency, or Moratorium law, or upon the appointment of any receiver, trustee, or conservator to take possession of the properties of VISA or MasterCard;

(v) subject to item (vi) below, the failure of either party to cure a material breach of its obligations under this Agreement within thirty (30) days following written notice of the breach from the other party; provided that if the breach cannot reasonably be cured within thirty (30) days, the non-breaching party shall not have the right to terminate this Agreement so long as the breaching party promptly commences to cure the breach within thirty (30) days following the notice of the breach and accomplishes the cure within ninety (90) days; or the failure of Certegy to cure a Material Failure in accordance with section 4. (vi)

14.2 Cooperation Following Termination. If CSCU gives Certegy written notice of its decision to switch card processors following termination of this Agreement for any reason, Certegy shall cooperate reasonably with CSCU to effect an orderly transition of CSCU's operations to the new processor designated by CSCU. In connection with the conversion of a Credit Union to another card processor, either in connection with CSCU's decision to switch processors or otherwise, Certegy shall (i) cooperate reasonably with the Credit Union to effect an orderly conversion, which may include, but shall not necessarily be limited to, performing those tasks set forth on Exhibit "D" and (ii) at the request of the Credit Union, continue providing the Services to the Credit Union following termination of its Credit Union Service Agreement until the conversion is completed; provided that Certegy shall not be obligated to provide the Services to that Credit Union beyond six (6) months following the effective date of such termination.

14.3 Direct Processing Agreement. Following the resignation of each and every Credit Union from CSCU, either during or following the term of this Agreement, Certegy and that Credit Union shall have the right to contract with each other directly, or indirectly through another association, for processing services. Certegy shall not solicit any of the Credit Unions to

resign from CSCU and enter into a direct contract with Certegy for card processing to commence prior to the termination of this Agreement or any extension or renewal of this Agreement.

15. Services Provided by CSCU. CSCU shall be responsible for and assume all liability for services it provides to the Credit Unions and which are not required to be performed by Certegy under this Agreement.

16. Notices. Except as otherwise provided in this Agreement, any notice, demand, or other communication required or desired to be given under this Agreement by Certegy or CSCU or under a Credit Union Service agreement by Certegy or the Credit Union shall be in writing and shall be deemed validly given forty-eight (48) hours after its deposit in the first class United States mail, certified or registered, postage prepaid, return receipt requested, or if given by other means, upon receipt of delivery. A communication to Certegy or CSCU shall be addressed or delivered to the appropriate party at its address set forth below:

To Certegy: Certegy Card Services, Inc.
11601 Roosevelt Boulevard
St. Petersburg, FL 33716
Attn: President

with a copy to the Certegy law department in St. Petersburg
To CSCU: Card Services for Credit Unions, Inc.
15950 Bay Vista Drive
Suite 170
Clearwater, FL 33760
Attn: President

A communication to a Credit Union shall be addressed or delivered to the address shown on that Credit Union's Credit Union Service agreement. Either party or a Credit Union may change its address for the receipt of notices, demands, or other communications by giving notice of the change in accordance with this section.

17. Indemnification. Certegy shall indemnify, defend and hold harmless CSCU, CSCU employees, its officers and directors and its successors and assigns from and against any and all Claims that result from, arise out of, or in connection with Certegy's failure to perform in accordance with, or any breach by Certegy of, its obligations under this Agreement or any Credit Union Service Agreement, or any administrative or operating procedures or guidelines agreed to in writing by both Certegy and CSCU from time to time. Certegy and each Credit Union shall indemnify, defend and hold harmless the other party, the other party's officers and directors, and the other party's successors and assigns from and against any and all Claims that result from, arise out of, or in connection with the indemnifying party's failure to perform in accordance with, or any breach by the indemnifying party of, its obligations under this Agreement or the Credit Union Service Agreement. In addition, Credit Union shall indemnify and hold harmless Certegy, its officers, directors, successors, and assigns from and against any and all Claims resulting from, arising out of, or in connection with the performance, or nonperformance, of any vendor as contemplated by section 1.5 of this Agreement.

18. Limitations on Damages. In any action by either party against the other, by a Credit Union or Certegy against the other, or by CSCU or a Credit Union against the other, neither party shall be liable to the other for consequential, special, or exemplary damages; provided that in any action or actions by CSCU and one or more Credit Unions against Certegy arising out of the same general set of circumstances, Certegy may be liable for consequential damages not to exceed Fifty Thousand Dollars (\$50,000) to CSCU or any one Credit Union and Two Hundred Fifty Thousand Dollars (\$250,000) in the aggregate.

MasterCard/Visa Requirements. 19.

19.1 Use of Trademarks.

19.1.1 Certegy shall not use any of the MasterCard trademarks and/or Visa Card Program Marks (collectively, the "Marks") on any material in connection with the Service unless CSCU and/or its member, as the case may be, are prominently identified by name and city adjacent to such Marks. All such material may not identify Certegy unless Certegy is prominently identified as an agent or representative of CSCU and/or its members, as the case may be.

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

19.2 Solicitation Material. Any solicitation material used by Certegy shall disclose that the subsequent cardholder and/or merchant agreements are between CSCU's member and the individual cardholder and/or merchant.

19.3 MasterCard Member Service Provider Requirements.

19.3.1 Certegy shall fully comply with all applicable MasterCard Bylaws and Rules and any operational regulations, procedures or guidelines established from time to time by MasterCard (collectively, the "Rules");

19.3.2 Certegy has registered with MasterCard as a Member Service Provider ("MSP") and has submitted a signed MSP Agreement to MasterCard;

19.3.3 Certegy shall indemnify and hold harmless MasterCard, CSCU and its members for any failure by Certegy to comply with the Rules, as amended from time to time;

19.3.4 Certegy shall disclose to CSCU the identity and location of all of its sales locations and any other MSP or independent party performing part or all of the Services;

19.3.5 If there is any inconsistency between any provisions of the Agreement and the Rules, the Rules in each instance shall apply.

19.3.6 The Agreement is terminable by CSCU in the event of a material breach by Certegy of a Rule applicable to the Services as provided for in section 14.1(v) of this Agreement.

19.4 Visa and MasterCard Risk Management And Reporting Requirements. Certegy shall report to Visa and MasterCard that information which Visa and MasterCard reasonably require from CSCU regarding the risk management reporting requirements of Visa and MasterCard that pertain to the individual Credit Unions. In the event that Visa and MasterCard materially modify what information they require, Certegy shall also provide that additional information; provided, however, if providing that additional information will require additional programming or otherwise cause Certegy to incur significant costs, Certegy's obligations to provide that additional information is subject to the mutual written Agreement of the parties.

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

21. Attorneys' Fees. If either party institutes an action or proceeding at law or in equity, to enforce any provision of this Agreement, including an action for declaratory relief or for damages, or otherwise in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys' fees and costs in connection with the action or proceeding, including attorneys' fees and costs in appellate and bankruptcy proceedings. Similarly, the prevailing party in an action or proceeding involving Certegy and a Credit Union in connection with a credit Union Service Agreement or otherwise in connection with the Services shall be entitled to its reasonable attorneys' fees and costs.

22. Exhibits and Schedules. All Exhibits (B, B-1, B-2, C and D) and Schedules (A, B, C, E, G, J, K, and L) attached to this Agreement are incorporated into and made a part of this Agreement by this reference.

23. This Agreement. This Agreement, together with the attached Schedules and Exhibits, supercedes all prior agreements, understandings, or representations of the parties on this subject matter.

24. Severability. If there is any conflict between a provision of this Agreement and any present or future law or regulation, the provision of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of the law or regulation, and the remaining provisions shall remain in effect.

25. Non-Waiver. No waiver by a party of a breach of any provision of this Agreement or of a Credit Union Service Agreement shall constitute a waiver of any prior or subsequent breach of the same or any other provision of this Agreement or any Credit Union Service Agreement.

26. Amendments. This Agreement shall not be amended except in writing signed by both parties. The parties shall cooperate in promptly delivering a copy of any amendments to the Credit Unions. Such delivery may be accomplished by either delivering a hard copy of any amendment to the Credit Unions or providing notice of any amendment in a bulletin delivered to

the affected Credit Unions and making actual copies of any amendment available in a printable format on a website that is available to affected Credit Unions and identified in the bulletin.

27. Authority. Each party to this Agreement, and each Credit Union signing a Credit Union Service Agreement, represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its obligations under this Agreement or the Credit Union Service agreement, as the case may be, and that those obligations shall be binding without approval of any other person or entity. Each person signing this Agreement on behalf of a party and each person signing a Credit Union Service Agreement on behalf of a Credit Union represents and warrants that he has the full right, power legal capacity, and authority to sign that agreement on behalf of that party or Credit Union.

28. Quality Control Standards. In order to maintain quality service, telephone communications with each Credit Union may be monitored and/or recorded without any further notice or disclosure.

29. Certegy's systems shall remain capable of processing dates using four digit fields for the year throughout the term of this Agreement.

30. Deconversion Fees. In addition to all other amounts owed Certegy, in the event a Credit Union transfers all or a portion of its card base to another processor, to an acquirer of Credit Union's accounts or to Credit Union's internal systems for any reason whatsoever, Credit Union shall pay Certegy a Deconversion Fee equal to \$1.00 per account transferred, with a minimum total charge of \$5,000.00 and a maximum total charge of \$50,000.00, for Certegy's performance of the services required to effectuate the transfer of the accounts from Certegy's processing platform.

31. Protection Against Employee Dishonesty. Certegy shall maintain Commercial Crime, including Employee Dishonesty, insurance coverage in the amount of at least five million dollars (\$5,000,000.00) during the Term of this Agreement and during any subsequent renewal terms to protect against losses by CSCU or Credit Unions resulting from dishonesty of any Certegy Employee. Certegy shall periodically provide proof of such coverage to CSCU.

CARD SERVICES FOR

CERTEGY CARD SERVICES, INC.
a Florida corporation

CREDIT UNIONS, INC.,
a Florida corporation

By: /s/ Lee Kennedy

Name Lee Kennedy
Title Chief Executive Officer

By: /s/ Patrick McGrady

Name Patrick McGrady
Title Chairman

2004 RESTATED CSCU CARD PROCESSING SERVICE AGREEMENT

EXHIBIT B

CERTEGY CREDIT UNION SERVICE AGREEMENT

(CERTEGY LOGO)

CERTEGY CREDIT UNION SERVICE AGREEMENT

This Credit Union Service Agreement (this "Agreement") is made on _____, 20__ by and between Certegy Card Services, Inc., a Florida corporation ("Certegy"), and _____, a _____ ("Credit Union"). This Agreement sets forth the terms pursuant to which Certegy will provide cardholder and/or merchant deposit services to Credit Union in connection with Credit Union's Visa and/or MasterCard programs, which processing services shall commence on the date mutually agreed to by the parties (the "Processing Commencement Date").

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. The Services. By this Agreement, Credit Union engages Certegy, and Certegy agrees, to provide cardholder and/or merchant deposit services to Credit Union, commencing on the Processing Commencement Date, in accordance with the terms of this Agreement and the terms of that certain Restated CSCU Card Processing Service Agreement, dated February 16, 1994, by and between Certegy and Card Services for Credit Unions, Inc. ("CSCU"), as amended from time to time. A copy of the Restated CSCU Service Agreement, as amended, is attached as Exhibit "A" (the "CSCU Service Agreement") and is incorporated into this Agreement by this reference. Credit Union acknowledges that it has read and understands the terms of the CSCU Service Agreement and both parties agree to be bound by all the terms contained in the CSCU Service Agreement as if both parties were signatories to that Agreement.

2. Representation of CSCU Membership. Credit Union represents and warrants that it is a member of CSCU.

3. Operating Rules and Procedures. Credit Union shall comply with and abide by those reasonable operating rules and procedures promulgated from time to time by CSCU, Certegy, and Visa and/or MasterCard.

4. Termination. Credit Union shall have the right to terminate this Agreement [*] Certegy shall have the right to terminate this Agreement [*]

5. Continuation Beyond Termination of CSCU Service Agreement. Following termination of the CSCU Service Agreement, each Credit Union shall have the right to continue processing with Certegy on terms essentially the same as those set forth in this Agreement; provided that the contract for continued processing shall provide for the following:

(i) [*]

(ii) Certegy shall assist Credit Union in obtaining an individual BIN and/or ICA as necessary; however, Credit Union shall be responsible for costs associated with obtaining any necessary BIN and/or ICA and any required card reissuance; and

(iii) Credit Union shall be responsible for payment of Visa and MasterCard dues, fees, assessments, and other charges pertaining to Credit Union's Visa and MasterCard programs.

6. Entire Agreement. This Agreement, together with Exhibit "A" attached, constitutes the entire understanding of the parties with respect to the subject matter of this Agreement.

7. Amendments. This Agreement shall not be amended except in writing signed by both parties and unless CSCU shall consent in writing to such amendment; provided, however, that any amendments to the CSCU Service Agreement made in accordance with the CSCU Service Agreement shall be effective with respect to Certegy and Credit Union concurrently with the effectiveness of that amendment. Certegy and CSCU have agreed to promptly deliver to Credit Union a copy of any amendments to the CSCU Service Agreement.

8. Notices. Any notices desired to be given in connection with this Agreement shall be given in the manner provided for in the CSCU Service Agreement.

(CERTEGY LOGO)

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

10. Attorney's Fees. If either party institutes an action or proceeding at law or in equity to enforce any provision of this Agreement or otherwise in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

11. Beneficiary. CSCU shall be a third-party beneficiary to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CERTEGY CARD SERVICES, INC. -----
a Florida corporation -----

By: ----- By: -----

Name and Title Name and Title
11601 Roosevelt Boulevard -----
St. Petersburg, FL 33716 Address
727/556-9000 -----
("Certegy") City, State and Zip

Area Code and Phone No.
("Credit Union")
(CERTEGY LOGO)

2004 RESTATED CSCU CARD PROCESSING SERVICE AGREEMENT

EXHIBIT B-1

CERTEGY CREDIT UNION SERVICE AGREEMENT

This Credit Union Service Agreement ("Agreement") is made as of (Month and Day), 20(year) (the "Effective Date") by and between Certegy Card Services, Inc., a Florida corporation, f/k/a Equifax Card Services, Inc., ("Certegy"), and (Credit Union Name) Credit Union ("Credit Union"). This Agreement sets forth the terms pursuant to which Certegy will provide processing services to Credit Union for its Visa and/or MasterCard programs, and supercedes and replaces the prior agreements between the parties.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Services. Credit Union engages Certegy to provide the card processing services described in Schedule(s) i.e. A, E... (the "Schedules") to the Restated CSCU Card Processing Service Agreement effective January 1, 2004 ("CSCU Agreement") by and between Certegy and Card Services for Credit Unions, Inc. ("CSCU"), as restated and amended (the "Services"). Certegy exclusively will provide the Services for all of Credit Union's (type of portfolio...credit/debit) card accounts ("Accounts") in accordance with the terms of the CSCU Agreement as modified by this Agreement. Credit Union acknowledges that it has received a copy and understands the terms of the CSCU Agreement and agrees to be bound by its terms. Capitalized terms not defined in this Agreement shall have the meaning given to them in the CSCU Agreement, if any.
2. Representation of CSCU Membership. Credit Union represents and warrants that it is a member of CSCU.
3. Operating Rules and Procedures. Credit Union shall comply with and abide by those reasonable operating rules and procedures promulgated from time to time by CSCU, Certegy, Visa and MasterCard.
4. Termination. Credit Union shall have the right to terminate this Agreement [*]. Certegy shall have the right to terminate this Agreement [*]
5. Continuation Beyond Termination of CSCU Agreement. Following termination or expiration of the CSCU Agreement or termination of Credit Union's membership in CSCU, Credit Union shall continue processing with Certegy under the terms of this Agreement and the CSCU Service Agreement. Certegy shall assist Credit Union in obtaining an individual or shared BIN and/or ICA as necessary at Credit Union's expense, and Credit Union shall be responsible for any costs or fees if cards must be reissued, and for payment of Visa and MasterCard dues, fees, assessments, and other charges pertaining to Credit Union's Visa and/or MasterCard programs.
6. Taxes. Credit Union shall be liable for all taxes, except Certegy's income taxes, that Certegy must collect or pay on products and Services provided under this Agreement.
7. Amendments. This Agreement shall only be amended by a writing signed by both parties; provided, however, that any amendments to the CSCU Agreement made in accordance with the CSCU Agreement shall be effective with respect to Certegy and Credit Union concurrently with the effectiveness of that amendment. Certegy and CSCU have agreed to promptly deliver to Credit Union a copy of any amendments to the CSCU Agreement.
8. Notices. Any notices in connection with this Agreement shall be given in the manner provided for in the CSCU Agreement.
9. Applicable Law. The laws of the State of Florida shall govern this Agreement. Venue for any action brought by a party under this agreement shall be in a court of competent jurisdiction in Pinellas County, Florida.

10. Beneficiary, CSCU shall be a third-party beneficiary to this Agreement.

11. Entire Agreement. This Agreement, together with the Schedules and the CSCU Agreement, constitutes the entire understanding of the parties with respect to this subject matter. In the event of a conflict between the provisions of this Agreement and the CSCU Agreement, the provisions of this Agreement shall govern.

12. Survival. The respective rights and obligations of the parties under this Agreement that by their nature continue beyond termination or expiration of this Agreement, including without limitation those contained in section 9 shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their undersigned duly authorized officers.

TYPE CREDIT UNION'S NAME HERE

CERTEGY CARD SERVICES, INC.

By: _____
Officer Signature

By: _____
Officer Signature

Print Name and Title

Print Name and Title

Date

Date

Type Number And Street
Type City/State/Zip

11601 Roosevelt Blvd
St. Petersburg, Florida 33716

Type Telephone

727-556-9000

2004 RESTATED CSCU CARD PROCESSING SERVICE AGREEMENT

EXHIBIT B-2

CERTEGY CREDIT UNION SERVICE AGREEMENT

This Credit Union Service Agreement ("Agreement") is made as of Month and day , 200 year (the "Effective Date") by and between Certegy Card Services, Inc., a Florida corporation, f/k/a Equifax Card Services, Inc., ("Certegy"), and Credit Union's Name Credit Union ("Credit Union"). This Agreement sets forth the terms pursuant to which Certegy will provide processing services to Credit Union for its Visa and/or MasterCard programs, and supercedes and replaces the prior agreements between the parties.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Services. Credit Union engages Certegy to provide the card processing services described in Schedule(s) i.e. A, E (the "Schedules") to the Restated CSCU Card Processing Service Agreement effective January 1, 2004 ("CSCU Agreement") by and between Certegy and Card Services for Credit Unions, Inc. ("CSCU"), as restated and amended (the "Services"). Certegy exclusively will provide the Services for all of Credit Union's type of portfolio...credit/debit card accounts ("Accounts") in accordance with the terms of the CSCU Agreement as modified by this Agreement. Credit Union acknowledges that it has received a copy and understands the terms of the CSCU Agreement and agrees to be bound by its terms. Capitalized terms not defined in this Agreement shall have the meaning given to them in the CSCU Agreement, if any.
2. Representation of CSCU Membership. Credit Union represents and warrants that it is a member of CSCU.
3. Operating Rules and Procedures. Credit Union shall comply with and abide by those reasonable operating rules and procedures promulgated from time to time by CSCU, Certegy, Visa and/or MasterCard.
4. Term. This Agreement shall have an initial term of length of initial term (written out) (length of initial term (numerical)) years beginning on the Effective Date ("Initial Term"). After that Initial Term, the Agreement shall be extended automatically for successive length of extension (written out) (length of extension (numerical)) year terms ("Renewal Term(s)") (each a "Term"). [*]
5. Intentionally left blank.
6. Intentionally left blank.
7. intentionally left blank.
8. Continuation Beyond Termination of CSCU Agreement. Following termination or expiration of the CSCU Agreement or termination of Credit Union's membership in CSCU, Credit Union shall continue processing with Certegy under the terms of this Agreement and the CSCU Service Agreement. Certegy shall assist Credit Union in obtaining an individual or shared BIN and/or ICA as necessary at Credit Union's expense and Credit Union shall be responsible for any costs or fees if cards must be reissued, and for payment of Visa and MasterCard dues, fees, assessments, and other charges pertaining to Credit Union's Visa and/or MasterCard programs.
9. Compliance.

9.1 Sample Forms. As a convenience to Credit Union, Certegy may provide samples of applicable terms and conditions of card issuance and use, required Federal Truth-In-Lending disclosures, Regulation E and Z billing error resolution, disclosures, and other items (collectively, "Sample Forms"). SUCH SAMPLE FORMS ARE PROVIDED WITH NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING THEIR COMPLIANCE WITH APPLICABLE LAW OR THEIR APPROPRIATENESS FOR USE BY CREDIT UNION. Credit Union shall be responsible to approve all Sample

Forms for its own use. All other disclosures and forms, including card application forms and notices of credit card approval and denial, shall be prepared by and be the full responsibility of Credit Union. Credit Union's license to use the Sample Forms terminates upon termination of the Agreement.

9.2 Credit Union's Responsibilities. Credit Union shall be solely responsible for compliance with all laws, rules, fees and regulations applicable to all aspects of the operations of its VISA and/or MasterCard programs, including all VISA and MasterCard rules, fees and regulations, usury laws, the Truth-In-Lending Act, Fair Credit Reporting Act, Equal Credit Opportunity Act, Electronic Funds Transfer Act, all rules and regulations promulgated under such Acts, and all state laws and regulations. Credit Union acknowledges that it possesses a copy of the VISA and MasterCard bylaws, rules, and regulations or it knows that it may receive a copy of each by requesting them in writing from VISA and MasterCard or Certegy and paying the applicable fees.

9.3 Certegy's Responsibilities. Certegy shall provide its Services in compliance with all VISA and MasterCard rules and all laws and regulations applicable to it as a third-party processor.

10. Indemnification.

10.1 Credit Union shall indemnify, defend and hold harmless Certegy and its directors, officers, employees, and agents from and against all suits, claims, demands, actions and causes of action brought by third parties as well as all resulting costs, attorneys' fees, damages, expenses, compensation, penalties, and liabilities and obligations of any kind (collectively, "Claims") arising out of or incurred in connection with: [*]

10.2 Certegy shall indemnify, defend and hold harmless Credit Union and its directors, officers, employees, and agents from and against all Claims arising out of: [*]

10.3 The obligation to provide indemnification under this section is contingent upon: (i) the indemnified party promptly notifying the indemnifying party in writing of any Claim; (ii) the indemnifying party having sole control over the defense and settlement of the Claim; (iii) the indemnified party reasonably cooperating during defense and settlement efforts; and (iv) the Claim not arising, in whole or in part, out of the actions or omissions of the indemnified party.

11. Confidentiality.

11.1 Confidential Information Defined. All of a party's business and customer information, whether in the form of reports, plans, customer lists, data, documents, drawings, writings, samples, know-how, marketing strategies, business operations and business systems, or other proprietary material, shall be considered "Confidential Information." In addition, the Schedules shall be Certegy's Confidential Information. Non-public financial information that is personally identifiable to a customer or member of Credit Union (referenced in the Gramm-Leach-Bliley Act of 1999 as "Non-public Personal Information" or "NPI") shall be treated as Confidential Information whether it is received directly from Credit Union, through VISA or MasterCard or from another third party. For purposes of this section, Confidential Information shall not include information that becomes available to the public through no wrongful action of the receiving party, is already in the possession of the receiving party and not subject to an existing agreement of confidentiality between the parties, is received from a third party without restriction and without breach of this Agreement, is independently developed by the receiving party, or is disclosed pursuant to a requirement or request from a government agency.

11.2 Protecting Confidential Information. The parties shall not use or disclose Confidential Information other than as required to perform their obligations under this Agreement. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to safeguard its own, and shall establish procedural, physical and electronic safeguards to prevent the compromise or unauthorized disclosure of Confidential Information. Each party shall restrict access to Confidential Information to those employees and persons in the receiving party's organization with a need to know such Confidential Information in order to perform their obligations under this Agreement. Such employees and persons shall be under the same obligations as the parties regarding such Confidential Information. To the extent Certegy retains third party vendors to assist it in performing its duties under this Agreement, it shall first require such vendor similarly to protect and restrict the use of Confidential Information. Notwithstanding the foregoing, the parties shall be free to disclose the tax treatment or tax structure of any transaction under this Agreement. Confidential Information shall remain the property of the party from or through whom it was provided. The obligations of the parties hereunder shall survive the termination of this Agreement.

12. Annual Financial Review. Each year at Credit Union's written request Certegy shall provide to Credit Union a copy of the most recent annual report of its publicly held parent corporation and a copy of the most recent third party auditors' review and report on the design and compliance test of Certegy's card processing system (SAS 70).

13. Inspections and Audits.

13.1 Inspection by Credit Union. On reasonable notice and on presentation of written authorization from Credit Union, Credit Union's representatives shall have the right, during normal business hours and at Credit Union's expense, to inspect and audit information and records in Certegy's possession pertaining to this Agreement; provided that: (i) any such notice shall specify the scope of the inspection or audit; and (ii) Certegy shall have the right to receive and comment on any report prepared by any external representative engaged by Credit Union in connection with any such inspection or audit prior to its dissemination to Credit Union or any other parties.

13.2. Government Inspection. Certegy shall permit those governmental agencies that regulate and examine Credit Union to examine Certegy and its books and records to the same extent as if the Services were being performed by Credit Union on its own premises.

14. Early Termination [*]

14.1 Early Termination by Certegy. Certegy may terminate this Agreement by providing written notice ("Certegy Termination Notice") after the occurrence of any one of the events listed below:

[*]

[*]

14.2 Early Termination by Credit Union. Credit Union may terminate this Agreement by providing written notice ("Credit Union Termination Notice") after the occurrence of any one of the events listed below:

[*]

14.3 [*]

(i) a termination of this Agreement upon a Certegy Termination Notice following an event specified in section 14.1(i), (ii), (iii), (iv), (v) or (vii); or

(ii) a Credit Union Termination Notice for any reason whatsoever, other than (a) [*] or (b) following an event specified in section 14.2 of this Agreement.

[*]

[*]

15. Taxes. Credit Union shall be liable for all taxes, except Certegy's income taxes that Certegy must collect or pay on products and Services provided under this Agreement.

16. Amendments. This Agreement shall only be amended by a writing signed by both parties; provided, however, that any amendments to the CSCU Agreement made in accordance with the CSCU Agreement shall be effective with respect to Certegy and Credit Union concurrently with the effectiveness of that amendment. Certegy and CSCU have agreed to promptly deliver to Credit Union a copy of any amendments to the CSCU Agreement.

17. Notices. Any notices in connection with this Agreement shall be given in the manner provided for in the CSCU Agreement.

18. Applicable Law. The laws of the State of Florida shall govern this Agreement. Venue for any action brought by a party under this agreement shall be in a court of competent jurisdiction in Pinellas County, Florida.

19. Beneficiary. CSCU shall be a third-party beneficiary to this Agreement.

20. Entire Agreement. This Agreement, together with the Schedules and the CSCU Agreement constitutes the entire understanding of the parties with respect to this subject matter. In the event of a conflict between the provisions of this Agreement and the CSCU Agreement, the provisions of this Agreement shall govern.

21. Survival. The respective rights and obligations of the parties under this Agreement that by their nature continue beyond termination or expiration of this Agreement, including without limitation those contained in sections 10, 11, 14.3 and 18, shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their undersigned duly authorized officers.

TYPE CREDIT UNION'S NAME HERE

CERTEGY CARD SERVICES, INC.

By: _____

BY: _____

Officer Signature

Officer Signature

Print Name and Title

Print Name and Title

Date

Date

Type Number And Street
Type City/State/Zip

11601 Roosevelt Boulevard
St. Petersburg, Florida 33716

Type Telephone

727-556-9000

EXHIBIT "C"

TO

2004 RESTATED CSCU CARD PROCESSING SERVICE AGREEMENT

QUALITY CONTROL STANDARDS

CERTEGY
DECEMBER 2003

(CERTEGY LOGO)

Certegy Card Services, Inc.
 Card Services For Credit Unions, Inc
 2004 Restated CSCU Card Processing Service Agreement
 Exhibit "C"
 Quality Control Standards
 Effective March 1, 2004

SERVICE AREA CSP # 1
 Customer Service Phone

NAME OF STANDARD	STANDARD	MATERIAL
Service Level Index	[*]	[*]

DEFINITION

[*]

SERVICE AREA CSP # 2
 Customer Service Phone

NAME OF STANDARD	STANDARD	MATERIAL
Cardholder Satisfaction	[*]	[*]

DEFINITION

[*] This standard applies solely to Certegy's Telephone Customer Service Department. Certegy shall perform monthly surveys, using the appropriate sample size to be statistically valid. The satisfaction ratings shall be indexed to a 100 point scale, in which 100 is the highest rating on the scale. This standard shall be based on a three months rolling average of monthly indexes. [*]

SERVICE AREA CSP # 3
 Customer Service Phone

NAME OF STANDARD	STANDARD	MATERIAL
Card Activation System Availability	[*]	[*]

DEFINITION

[*] This standard covers both credit and debit card activation.

SERVICE AREA CSP # 4
 Customer Service Phone

NAME OF STANDARD	STANDARD	MATERIAL
VRU System Availability	[*]	[*]

DEFINITION

[*]

SERVICE AREA

CSP # 5

Customer Service Phone

NAME OF STANDARD

STANDARD

MATERIAL

Scorecard Fulfillment

[*]

[*]

DEFINITION

[*]

SERVICE AREA

L/S # 1

Lost Stolen

NAME OF STANDARD

STANDARD

MATERIAL

Service Level Index

[*]

[*]

DEFINITION

[*]

SERVICE AREA

L/S # 2

Lost Stolen

NAME OF STANDARD

STANDARD

MATERIAL

Post Stolen Notification

[*]

[*]

DEFINITION

[*]

SERVICE AREA

CSW # 1

Customer Service Written

NAME OF STANDARD

STANDARD

MATERIAL

Phone Inquiry Response

[*]

[*]

DEFINITION

[*]

SERVICE AREA CSW # 2

Customer Service Written

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Institution / Cardholder Notification	[*]	[*]

DEFINITION

Incoming items are date stamped and tracked from date received. [*]

SERVICE AREA CSW # 3

Customer Service Written

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Dispute Accuracy Rate	[*]	[*]

DEFINITION

Resolved files are selected daily at random from a rep by an internal Auditor. The Auditor validates the processing of the file and documents the number of errors.

Calculation:

Total achieved points divided by the total possible points = overall percentage accurate

SERVICE AREA FRD # 1

Fraud

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Fraud files Closed [*]	[*]	[*]

DEFINITION

[*] This calculation will reflect the true age of the case and it's transactions, not based on the last monetary adjustment of a single transaction.

SERVICE AREA MER # 1

Merchant

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Calls Not Experiencing Busy	[*]	[*]

DEFINITION

[*]

SERVICE AREA

CISSU # 1

Card Issuance

NAME OF STANDARD

STANDARD

MATERIAL

New Accounts Timeliness I

[*]

[*]

DEFINITION

[*]

SERVICE AREA

CISSU # 2

Card Issuance

NAME OF STANDARD

STANDARD

MATERIAL

New Accounts Timeliness II

[*]

[*]

DEFINITION

[*]

SERVICE AREA

CISSU # 3

Card Issuance

NAME OF STANDARD

STANDARD

MATERIAL

Reissue Mailing and File Processing

[*]

[*]

DEFINITION

[*]

SERVICE AREA

CISSU # 4

Card Issuance

NAME OF STANDARD

STANDARD

MATERIAL

Reissue Cards Mailed [*]

[*]

[*]

DEFINITION

[*]

SERVICE AREA

PMAIL # 1

Production Mail

NAME OF STANDARD

STANDARD

MATERIAL

Statement Mailing

[*]

[*]

DEFINITION

SERVICE AREA

PMAIL # 2

Production Mail

NAME OF STANDARD

STANDARD

MATERIAL

Accuracy Rate -- Statements Mailed

[*]

[*]

DEFINITION

Based on the number of cardholder statements mailed, [*]

SERVICE AREA

PMT # 1

Payment Processing

NAME OF STANDARD

STANDARD

MATERIAL

Processing of Payments Same Day

[*]

[*]

DEFINITION

[*]

SERVICE AREA

PMT # 2

Payment Processing

NAME OF STANDARD

STANDARD

MATERIAL

Processing of Payments Next Day

[*]

[*]

DEFINITION

[*]

SERVICE AREA

PMT # 3

Payment Processing

NAME OF STANDARD

STANDARD

MATERIAL

Accuracy Rate -- Payments

[*]

[*]

DEFINITION

[*]

SERVICE AREA

PMT # 4

Payment Processing

NAME OF STANDARD

STANDARD

MATERIAL

Exceptions Processed [*]

[*]

[*]

DEFINITION

SERVICE AREA

PMT # 5

Payment Processing

NAME OF STANDARD

STANDARD

MATERIAL

Exceptions Processed [*]

[*]

[*]

DEFINITION

[*]

SERVICE AREA

D/E # 1

Data Entry

NAME OF STANDARD

STANDARD

MATERIAL

Timeliness of Monetary Processing

[*]

[*]

DEFINITION

[*]

SERVICE AREA

D/E # 2

Data Entry

NAME OF STANDARD

STANDARD

MATERIAL

Accuracy Rate of Monetary Processing

[*]

[*]

DEFINITION

[*]

SERVICE AREA

ERPT # 1

E-Reports

NAME OF STANDARD

STANDARD

MATERIAL

Daily Reports

[*]

[*]

DEFINITION

[*]

SERVICE AREA

ERPT # 2

E-Reports

NAME OF STANDARD

STANDARD

MATERIAL

Executive Reports

[*]

[*]

DEFINITION

SERVICE AREA DST # 1

Distribution

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Monthly Archived Reports	[*]	[*]

DEFINITION

[*]

SERVICE AREA CDS # 1

Card Source

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
CCS Responds To Institutions [*]	[*]	[*]

DEFINITION

Certegy will respond to Credit Union [*]

SERVICE AREA REL # 1

Relations

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Incoming Calls Returned [*]	[*]	[*]

DEFINITION

[*]

SERVICE AREA REL # 2

Relations

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Incoming Calls Returned [*]	[*]	[*]

DEFINITION

[*]

SERVICE AREA REL # 3

Relations

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Research Inquiry Resolved [*]	[*]	[*]

DEFINITION

SERVICE AREA REL # 4

Relations

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Research Inquiry Resolved [*]	[*]	[*]

DEFINITION

[*]

SERVICE AREA REL # 5

Relations

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Client Satisfaction	[*]	[*]

DEFINITION

[*] This standard applies solely to Certegy's Credit Union Relations Department - - Credit. Certegy shall perform monthly surveys, using the appropriate sample size to be statistically valid. The satisfaction ratings shall be indexed to a 100 point scale, in which 100 is the highest rating on the scale. This standard shall be based on a three months rolling average of monthly indexes. [*]

SERVICE AREA DEBIT # 1

Debit Relations

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Client Satisfaction	[*]	[*]

DEFINITION

[*] This standard applies solely to Certegy's Credit Union Relations Departmet - Debit. Certegy shall perform monthly surveys, using the appropriate sample size to be statistically valid. The satisfaction ratings shall be indexed to a 100 point scale, in which 100 is the highest rating on the scale. This standard shall be based on a three months rolling average of monthly indexes. [*]

SERVICE AREA CERT # 1

Certegy Overall

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Client Satisfaction	[*]	[*]

DEFINITION

[*] This standard applies solely to Certegy's Credit & Debit overall satisfaction rating. Certegy shall perform monthly surveys, using the appropriate sample size to be statistically valid. The satisfaction ratings shall be indexed to a 100 point scale, in which 100 is the highest rating on the scale. This standard shall be based on a three months rolling average of monthly indexes. [*]

SERVICE AREA SYSAD # 1

System Administration

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Timeliness - Parameter File CHGS	[*]	[*]

DEFINITION

[*]

SERVICE AREA SYSAD # 2

System Administration

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Accuracy Rate - Parameter File CHGS	[*]	[*]

DEFINITION

System Administration will track the number of Parameter File Change errors on a monthly basis. An error is defined as correct information provided by the institution and implemented incorrectly by Certegy. A parameter file change is defined as any record change to a plan. The standard will be calculated by converting the total number of errors / total number of parameter changes to a percentage.

SERVICE AREA TECH # 1

Technology

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Credit Card Authorization System	[*]	[*]

DEFINITION

[*]

SERVICE AREA TECH # 2

Technology

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Pass Thru Authorization System	[*]	[*]

DEFINITION

[*]

SERVICE AREA TECH # 3

Technology

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Debit Central Transaction Files	[*]	[*]

DEFINITION

[*]

SERVICE AREA TECH # 4

Technology

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
TBS Online System Availability	[*]	[*]

DEFINITION

[*]

SERVICE AREA TECH # 5

Technology

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
Collection Online System Availability	[*]	[*]

DEFINITION

[*]

SERVICE AREA TECH # 6

Technology

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
CardSource Transmission Outbound Availability	[*]	[*]

DEFINITION

[*]

SERVICE AREA TECH # 7

Technology

NAME OF STANDARD -----	STANDARD -----	MATERIAL -----
CardSource Transmissions Inbound Availability	[*]	[*]

DEFINITION

SERVICE AREA

TECH # 8

Technology

NAME OF STANDARD

STANDARD

MATERIAL

ScoreCard Website Availability

[*]

[*]

DEFINITION

[*]

SERVICE AREA

TECH # 9

Technology

NAME OF STANDARD

STANDARD

MATERIAL

ezCardinfo Website Availability

[*]

[*]

DEFINITION

[*]

SERVICE AREA

TECH # 10

Technology

NAME OF STANDARD

STANDARD

MATERIAL

nyccinfo Website Availability

[*]

[*]

DEFINITION

[*]

SERVICE AREA

TECH # 11

Technology

NAME OF STANDARD

STANDARD

MATERIAL

EFD Switch Availability

[*]

[*]

DEFINITION

[*]

SERVICE AREA

TECH # 12

Technology

NAME OF STANDARD

STANDARD

MATERIAL

Verified by Visa Website Availability

[*]

[*]

DEFINITION

Technology

NAME OF STANDARD

STANDARD

MATERIAL

Payment Files Processed

[*]

[*]

DEFINITION

[*]

CERTEGY CARD SERVICES, INC.
CARD SERVICES FOR CREDIT UNIONS, INC.

EXHIBIT D

CONVERSION ITEMS

(CERTEGY LOGO)

CERTEGY CARD SERVICES, INC.
CARD SERVICES FOR CREDIT UNIONS, INC.
EXHIBIT D
CONVERSION ITEMS

CONVERSION ITEMS

The timing and method of handling the following items would be mutually agreed on in a pre-conversion meeting:

- Provide the Credit Union(s) a Customer Service contact and a Security contact
- Provide a referral phone number to the Credit Union's(s') cardholders for post-conversion
- Discontinue processing customer inquiries, retrievals, misapplied payments, and chargebacks
- Send open files and new inquiries to address provided by CSCU or Credit Union(s)
- Once the conversion is complete, continue to handle misapplied payments research only, for errors in processing caused at Certegy
- Maintain statused accounts as necessary in the CWB after conversion
- Status accounts through the weekend of conversion if necessary
- Credit Union to provide copy of BIN/ICA Switch confirmations to Certegy
- Determine method for providing residual activity information
- Determine if CSCU or the Credit Union(s) will supply remittance envelopes to be stuffed in final statements
- Determine the last day new accounts will be added
- Determine the last day file maintenance will be done
- Post conversion items will continue to settle in the normal process
- Determine where the post conversion reports should be sent
- Determine last day authorizations will be given
- Determine what tapes will be generated for the conversion date
- Make arrangements for the delivery of conversion tapes
- Provide Certegy phone number to call in case of any problems the weekend of conversion
- Attempt to answer all post-conversion questions

Exhibit D

CERTEGY CARD SERVICES, INC.

CARD SERVICES FOR CREDIT UNIONS, INC.

SCHEDULE A

FULL SERVICE CREDIT CARD SERVICES AND FEES

EFFECTIVE MARCH 1, 2004

(CERTEGY LOGO)

CERTEGY CARD SERVICES, INC.
CARD SERVICES FOR CREDIT UNIONS, INC.
SCHEDULE A
FULL SERVICE CREDIT CARD SERVICES AND FEES
EFFECTIVE MARCH 1, 2004

The Following Fees Apply To Each Credit Union Separately (i.e., Not Cumulative).

FEES SETTLED DAILY.

1. ASSOCIATION.

CERTEGY SETTLEMENT FEE. Credit Union shall pay to Certegy the following fees, which shall be referred to as a "Certegy Settlement Fee" unless Credit Union performs its own customer service as a self-administered function, in which event the Certegy Settlement Fee shall not apply. The Certegy Settlement Fee will apply to each incoming and local to local sales purchase, return and cash advance and is based on Credit Union's account base as follows:

[*]

- * Fee adjustments for account base levels will be made monthly to be effective the beginning of the second month following the month being evaluated. For example, fees that correspond to the actual account base numbers for January will go into effect on March 1.

2. CREDIT UNION.

2.1 TRANSACTION POSTING FEE FOR "FULL SERVICE" CREDIT UNIONS.

Includes charges applicable to sales purchases, returns and cash advances of "Full Service" Credit Unions, as well as any lockbox payments processed by Certegy. A "Full Service" credit union is defined as one in which the customer service function is performed by Certegy.

[*]

- * Fee adjustments for account base levels will be made monthly to be effective the beginning of the second month following the month being evaluated. For example, fees that correspond to the actual account base numbers for January will go into effect on March 1.

CERTEGY CARD SERVICES, INC.
CARD SERVICES FOR CREDIT UNIONS, INC.
SCHEDULE A
FULL SERVICE CREDIT CARD SERVICES AND FEES
EFFECTIVE MARCH 1, 2004

2.2. ANNUAL, LATE AND OVERLIMIT FEES, MEMBER PAY INSURANCE AND MEMBER PAY CARD ENHANCEMENTS. [*]

2.3. PAYMENT RECEIPT - CERTEGY PERFORMS.

Certegy performs customer service.

a. ACH - per payment posted [*]

b. Remote Entry - per payment entered [*]

MONTHLY FEES.

3. PLASTICS. (excluding postage/delivery)

3.1. EMBOSSING. Fee per card, includes: [*]

a. Embossing and encoding of plastic

b. Card Carrier

c. Envelope

d. Inserting

* Plus cost of plastic

3.2. PIN GENERATION-REGULAR (EXCLUDING POSTAGE/DELIVERY). [*]

Includes: [*]

a. Generation of Personal Identification Number ("PIN")

b. PIN Mailer

3.3. IVR PIN CUSTOMIZATION.

Includes: IVR call [*]

3.4. RETURNED PLASTICS (EXCLUDING POSTAGE/DELIVERY). [*]

Includes:

a. Handling of return mail

b. Sending mailer, plastic and returned envelope to Credit Union via certified mail.

3.5. SPECIAL REQUESTS (EXCLUDING POSTAGE/DELIVERY). [*]

Includes:

a. All items listed under "Embossing"

b. Receipt and handling of request

c. Walk through of plastic to insure 24 hour turnaround on normal business days.

CERTEGY CARD SERVICES, INC.
CARD SERVICES FOR CREDIT UNIONS, INC.
SCHEDULE A
FULL SERVICE CREDIT CARD SERVICES AND FEES
EFFECTIVE MARCH 1, 2004

3.6. CARD ACTIVATION (OPTIONAL SERVICE). The following fee schedule will apply per credit card account issued, reissued or converted to Certegy, whether the card is activated, activation is declined or no activation attempt is made at all:

[*]

4. MASTERFILE MAINTENANCE

4.1. NEW ACCOUNTS. Per new account fee, includes:

- a. Off-Line [*]
 - (i) Data capture of all new account information from new account form [*]
 - (ii) Visual verification of all data entered to insure accuracy [*]
- b. On-Line - Data capture of all new account information [*]
- c. CardSource(TM) (not applicable for Self-Administered Credit Unions) [*]

Includes: Data capture and down-loading of all new accounts to permanent file. [*]

4.2. FILE CHANGES. Per occurrence fee includes:

- a. Off-Line [*]
 - (i) Data capture of all changes to the cardholder accounts from master file change forms [*]
 - (ii) Visual verification to insure accuracy [*]
- b. On-Line - Data capture of all changes to the cardholder accounts [*]
- c. CardSource(TM) (not applicable for Self-Administered Functions) [*]

Includes: Data capture and down-loading of all file changes to permanent file. [*]

4.3. RECORD RETENTION.

No originals of credit card paper shall be retained by Certegy. Computer storage during all or any portion of a month of each credit card account issued by Credit Union (including charged-off accounts) that appears on Credit Union's master file maintained by Certegy as well as capturing all transactions and reports by either imaging, microfilm or microfiche as determined by Certegy in its sole discretion and retaining for the time period that is required by Visa and MasterCard.

5. CUSTOMER SERVICE. [*]

5.1. TOLL-FREE CUSTOMER SERVICE ACCESS.

Provides for printing of toll-free number on Credit Union's billing statement and access to Customer Service via that toll-free number. This fee applies to all accounts on file.

CERTEGY CARD SERVICES, INC.
CARD SERVICES FOR CREDIT UNIONS, INC.
SCHEDULE A
FULL SERVICE CREDIT CARD SERVICES AND FEES
EFFECTIVE MARCH 1, 2004

5.2 HIGH-VOLUME CARD CUSTOMER SERVICE FEE. This fee will apply to after hours customer service for any program targeted to a customer segment that generates a high volume of customer service calls (i.e. secured cards, sub-prime or any high fee/low credit line program). [*]

5.3 PREMIUM CUSTOMER SERVICE.
[*]

5.4 VIP CUSTOMER SERVICE.
Includes: All services in Premium Customer Service; PIN and additional plastics requests; customer fee reversal; account closure; authorization deletes; 60 second ASA; daily Credit Union contact; designated point-of-contact for written customer service; overnight mail; weekly report; monthly service review, and tiered pricing driven by size of account base. Requires separate agreement.

5.5 SPECIAL CHANGES. (Those taken by phone requiring immediate attention) Includes: [*]
a. All items under "file changes"
b. "Walk through" of change to insure immediate input
c. Temporary credit increases [*]

6. COMPUTER PRINTOUTS. [*]

6.1. NOTICES. Includes:

- a. Printing of Notice [*]
- b. All forms [*]
- c. Post Mailers [*]
- d. On Request Letters [*]

6.2. REPORTS. (Paper) Includes:

- a. Cardholder journal
- b. Cardholder posting journal
- c. Cardholder posting summary

* per Credit Union

7. CREDIT CARD AUTHORIZATION FEE. Fee applies to each Authorization Request
[*]

8. LOST/STOLEN CARD STATUSING. Includes: Certegy taking call and statusing account [*]

CERTEGY CARD SERVICES, INC.
CARD SERVICES FOR CREDIT UNIONS, INC.
SCHEDULE A
FULL SERVICE CREDIT CARD SERVICES AND FEES
EFFECTIVE MARCH 1, 2004

9. CARDSOURCE(TM) MAINTENANCE FEE. [*]
(not applicable for Self-Administered Credit Unions) Includes:
- a. On-going software maintenance
 - b. New software releases
 - c. Daily customer support
10. PREMIER STATEMENT PREPARATION. Includes:
- a. Preparation of cardholder statements monthly
 - b. All forms and envelopes for statements
 - c. Inserting and handling of statements
[*]
 - d. Customization fee (including addition of logos) [*]
11. SPECIAL INSERTS FOR STATEMENTS. Fee is per insert and includes physical [*]
stuffing of promotional pieces with the monthly statement.
12. MESSAGES FOR STATEMENTS. Includes automatic messages for all Credit [*]
Unions as well as customized messages.
13. EXTENDED ON-LINE STATEMENT HISTORY. Provides on-line statement history
viewing. Fee is per account per month.
[*]
14. ON-LINE COLLECTION SYSTEM.
- 14.1 MONTHLY SERVICE CHARGE. Provides Interface with Collection [*]
Management System
 - 14.2 RECORD RETENTION. Fee is per account per month on the Collection [*]
Management System (Credit Union Parameter Driven)

CERTEGY CARD SERVICES, INC.
CARD SERVICES FOR CREDIT UNIONS, INC.
SCHEDULE A
FULL SERVICE CREDIT CARD SERVICES AND FEES
EFFECTIVE MARCH 1, 2004

14.3 PER ACCOUNT ACCESS FEE. Per inquiry into the On-Line Collection System [*]

14.4 ON-LINE COLLECTION SYSTEM LETTERS. Fee is per letter, excluding postage/delivery, and includes: [*]

- a. Standard Letter Services
- b. Custom Letter Services
- c. Printing of Letters
- d. All Forms

15. VERIFIED BY VISA AND/OR MASTERCARD SECURECODE.

Includes hosting of enrollment and authentication services, and front line customer service

- a. Visa issuer credit program monthly per bank fee [*]
- b. MasterCard issuer credit program fee [*]
- c. Enrolled account hosting and maintenance (per account per month) [*]
- d. Authentication request (per request) [*]

16. READI REVIEW. (Optional Service) Separate Agreement Required
Readi--Review(SM) Plus enables the Financial Institution to manage credit risk and opportunity within the card portfolio by assigning a Beacon Risk Score and a Credit Grade score to existing card accounts. This information helps Financial Institution evaluate and predict future credit performance and predict the likelihood of bankruptcy, charge-off, loan default or serious delinquency. Readi--Review(SM) Plus is available in two options. The Full Portfolio Review analyzes all accounts to determine which accounts meet requirements for additional products, services or credit line changes. The Reissue Review works with other pre-determined reissue criteria to provide a complete picture before the plastic is reissued. Either option -- Full or Reissue -- provides critical information to manage opportunities and risks within a portfolio.

17. E-REPORTS.

[*]

18. CREDIT BUREAU REPORTING. Includes creating tape and forwarding to the Credit Bureaus designated by Credit Union. [*]

* Per month per Credit Bureau per prefix.

CERTEGY CARD SERVICES, INC.
CARD SERVICES FOR CREDIT UNIONS, INC.
SCHEDULE A
FULL SERVICE CREDIT CARD SERVICES AND FEES
EFFECTIVE MARCH 1, 2004

19. [*]

SPECIAL.

20. CardSource(R) SET-UP/LICENSING FEE. Includes: [*]

a. Licensing of Certegy proprietary software

b. Initial site create

21. [*]

22. ONE-TIME ON-LINE TERMINAL AND COMMUNICATIONS SET UP FEE. [*]
(at Credit Union's request)

* Plus out-of-pocket expenses (airfare, accommodations, meals, etc.) to
be absorbed by Credit Union.

ON-SITE TRAINING FOR CUSTOMER SERVICE. (at Credit Union's request) [*]

* Fee plus out-of-pocket expenses (airfare, accommodations, meals, etc.
to be absorbed by Credit Union.)

24. AUDIT CONFIRMATIONS. (excluding postage) Includes:

a. Preparing and mailing audit confirmations upon written request [*]

b. Per account confirmation [*]

* Per Credit Union per audit request

25. STANDARD TAPE. [*]

26. NAME/ADDRESS LABELS. [*]

27. AD HOC REPORTING. [*]

28. OTHER SPECIAL SERVICES. [*]

CERTEGY CARD SERVICES, INC.
 CARD SERVICES FOR CREDIT UNIONS, INC.
 SCHEDULE A
 FULL SERVICE CREDIT CARD SERVICES AND FEES
 EFFECTIVE MARCH 1, 2004

PASS THROUGH FEES. (Note: Pass through fee items are not included in monthly minimum totals.) All fees and fee increases incurred by Certegy for the items listed below, as may be amended from time to time, shall be passed on to Credit Union.

29. COMPUTER REPORTS -- MICROFICHE*. Includes:

- a. Cardholder Package, including cardholder settlement and statistical data as well as statement information [*]
- b. Business Card Package [*]

* Per month per Credit Union BIN/ICA, additional copies at \$0.25 each

30. COURIER. Includes:

All cost of courier for delivery of media or reports to and from Credit Union. [*]
 If U.S. Mail is used, all postage costs are borne by Credit Union.

31. POSTAGE. Includes all first class postage associated with mailing of plastics, statements, notices or other mailings requested by Credit Union. [*]

32. POSTAGE PRE-SORT REBATE. (qualifying items) [*]
 This is a rebate to Credit Union for current first class mail rate for qualifying statements, as identified by Certegy.

33. ELECTRONIC WARNING BULLETIN LISTINGS. Includes: [*]

- a. Visa/MasterCard charge for listing on the Electronic Warning Bulletin.
- b. Charges for listing in the printed warning bulletin for regions outside the U.S.

34. "CALL ME" TRANSACTIONS. Includes the additional authorization referral calls on questionable sales as requested by non-Certegy card issuers for which a fee is paid by the non-Certegy card issuer. [*]

35. OTHER MASTERCARD AND VISA FEES, ASSESSMENTS AND OTHER SERVICES. Credit Union shall be responsible for all MasterCard and VISA fees, dues and assessments related to the cardholder services provided to the card issuing members (e.g., "Please Call Fees"). [*]

36. CARDSOURCE(R) MONTHLY TELEPHONE COSTS. Includes receiving and transmitting data. [*]

37. ULTRAGRAPHICS LOGO SETUP FEE FOR PLASTIC EMBOSING. [*]

- a. Camera Ready Artwork [*]
- b. Non-camera ready artwork [*]

38. RETRIEVALS FROM MASTERCARD OR VISA OR LOCAL TO LOCAL.

Both MasterCard and VISA rules require the processor to provide copies of original and microfilm transactions. Certegy's fees for performing those tasks will be in conformance with its published schedule, which is currently,

	Standard Original -----	Copy ----	Electronic/ Facsimile -----
VISA	[*]	[*]	[*]
Mastercard			

CERTEGY CARD SERVICES, INC.
CARD SERVICES FOR CREDIT UNIONS, INC.
SCHEDULE A
FULL SERVICE CREDIT CARD SERVICES AND FEES
EFFECTIVE MARCH 1, 2004

OPTIONAL SERVICES

39. CARDSOURCE(R) COLLECTIONS MODULE.

- a. One time set-up fee [*]
- b. Monthly maintenance fee [*]

40. SPECIAL PROGRAMMING (PER HOUR RATE). [*]

41. eZCardInfo.com.

eZCardInfo is a service that provides cardholders access to their credit card information via the Internet. Cardholder functionality includes the ability to view account balance, transaction and historical statement information and to pay their monthly credit card invoice on-line

[*]

[*]

CERTEGY CARD SERVICES, INC.
CARD SERVICES FOR CREDIT UNIONS, INC.
SCHEDULE A
FULL SERVICE CREDIT CARD SERVICES AND FEES
EFFECTIVE MARCH 1, 2004

- 42. MANUALS/ CD - ROM. [*]

- 43. INTERFACE TO THIRD PARTY PROCESSORS
Providing a daily transmission of cardholder data to the institution or the institution's authorized processor.
 - 43.1 SIGN-UP FEE.
 - a. Direct Connection to Certegy [*]
 - b. Connection through processor [*]
 - 43.2 MONTHLY MAINTENANCE FEE.
 - a. Direct Connection to Certegy [*]
 - b. Connection through processor [*]
 - 43.3 TRANSACTION FEE.
Assessed on each posted transaction
[*]

- 44. FRAME RELAY [*]

- 45. NEURAL NETWORKS [*]
 - a. Falcon
 - b. CRIS

CERTEGY CARD SERVICES, INC.

CARD SERVICES FOR CREDIT UNIONS, INC.

SCHEDULE B

SELF-ADMINISTERED CREDIT CARD PROGRAM FEES

EFFECTIVE MARCH 1, 2004

(CERTEGY LOGO)

CERTEGY CARD SERVICES, INC.
CARD SERVICES FOR CREDIT UNIONS, INC.
SCHEDULE B
SELF-ADMINISTERED CREDIT CARD PROGRAM FEES
EFFECTIVE MARCH 1, 2004

THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY
(I.E., NOT CUMULATIVE).

1. FEES SETTLED DAILY.
 - 1.1 ANNUAL. LATE AND OVERLIMIT FEES. MEMBER PAY INSURANCE AND MEMBER PAY CARD ENHANCEMENTS. [*]
 - 1.2 PAYMENT RECEIPT - CERTEGY PERFORMS. Certegy performs customer service.
 - a. ACH [*]
 - b. Remote Entry [*]
2. SELF-ADMINISTERED FEES.
 - 2.1 TRANSACTION POSTING FEE - "SELF-ADMINISTERED" CREDIT UNIONS. Includes charge applicable to sales purchases, returns and cash advances for "Self-Administered" Credit Unions (i.e., Credit Unions which perform certain credit card processing services themselves, such as Customer Service, as designated by Certegy.)

[*]

* Fee adjustments for account base levels will be made monthly to be effective the beginning of the second month following the month being evaluated. For example, fees that correspond to the actual account base numbers for January will go into effect on March 1.

 - 2.2 PAYMENTS. Self-Administered Credit Union receives and enters payments.

Certegy posts those payments to a cardholder account. [*]
 - 2.3 LOCKBOX PAYMENTS. Certegy processes lockbox payments.

[*]

* Fee adjustments for account base levels will be made monthly to be effective the beginning of the second month following the month being evaluated. For example, fees that correspond to the actual account base numbers for January will go into effect on March 1.

CERTEGY CARD SERVICES, INC.
CARD SERVICES FOR CREDIT UNIONS, INC.
SCHEDULE B
SELF-ADMINISTERED CREDIT CARD PROGRAM FEES
EFFECTIVE MARCH 1, 2004

THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY
(I.E., NOT CUMULATIVE).

MONTHLY FEES

3. PLASTICS. (excluding postage/delivery)

3.1 EMBOSSING. Includes: [*]

- a. Embossing and encoding of plastic
- b. Card Carrier
- c. Envelope
- d. Inserting

* Plus cost of plastic

3.2 PIN GENERATION-REGULAR (EXCLUDING POSTAGE/DELIVERY). Includes: [*]

- a. Generation of Personal Identification Number ("PIN")
- b. PIN Mailer

3.3 IVR PIN CUSTOMIZATION.

Includes IVR call [*]

3.4 RETURNED PLASTICS (EXCLUDING POSTAGE/DELIVERY). Includes: [*]

- a. Handling of return mail
- b. Sending mailer, plastic and returned envelope to Credit Union via certified mail.

3.5 SPECIAL REQUESTS (EXCLUDING POSTAGE/DELIVERY). Includes: [*]

- a. All items listed under "Embossing"
- b. Receipt and handling of request
- c. Walk through of plastic to insure 24 hour turnaround on normal business days.

3.6 CARD ACTIVATION (OPTIONAL SERVICE). The following fee schedule will apply per credit card account issued, reissued or converted to Certegy, whether the card is activated, activation is declined or no activation attempt is made at all:

[*]

CERTEGY CARD SERVICES, INC.
CARD SERVICES FOR CREDIT UNIONS, INC.
SCHEDULE B
SELF-ADMINISTERED CREDIT CARD PROGRAM FEES
EFFECTIVE MARCH 1, 2004

THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY
(I.E., NOT CUMULATIVE).

4. MASTER FILE MAINTENANCE.

4.1 NEW ACCOUNTS. Includes:

- a. Off-Line [*]
 - (i) Data capture of all new account information from new account form
 - (ii) Visual verification of all data entered to insure accuracy
- b. On-Line - Data capture of all new account information [*]

4.2 FILE CHANGES. Includes:

- a. Off-Line [*]
 - (i) Data capture of all changes to the cardholder accounts from master file change forms
 - (ii) Visual verification to insure accuracy
- b. On-Line - Data capture of all changes to the cardholder accounts [*]

4.3 RECORD RETENTION. No originals of credit card paper shall be retained by Certegy. Computer storage during all or any portion of a month of each credit card account issued by Credit Union (including charged-off accounts) that appears on Credit Unions master file maintained by Certegy as well as capturing all transactions and reports by either imaging, microfilm or microfiche as determined by Certegy in its sole discretion and retaining for the time period that is required by Visa and MasterCard. [*]

4.4 SPECIAL CHANGES. (Those taken by phone requiring immediate attention) Includes: [*]

- a. All items under "file changes"
- b. Walk through of change to insure immediate input
- c. Temporary credit increases

5. COMPUTER PRINTOUTS.

5.1 NOTICES. Includes: [*]

- a. Printing of Notice
- b. All forms

5.2 REPORTS. (Per month per Credit Union BIN/ICA): Includes Cardholder package [*]

CERTEGY CARD SERVICES, INC.
CARD SERVICES FOR CREDIT UNIONS, INC.
SCHEDULE B
SELF-ADMINISTERED CREDIT CARD PROGRAM FEES
EFFECTIVE MARCH 1, 2004

THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY
(I.E., NOT CUMULATIVE).

6. CREDIT CARD AUTHORIZATION FEE. Applies to each Authorization Request
[*]
7. LOST/STOLEN CARD STATUSING. Includes: Certegy taking call and statusing account [*]
8. PREMIER STATEMENT PREPARATION. Includes:
 - a. Preparation of cardholder statements monthly
 - b. All forms and envelopes for statements
 - c. Inserting and handling of statements
[*]
 - d. Customization fee (including addition of logos) [*]
9. SPECIAL INSERTS FOR STATEMENTS. Includes physical stuffing of promotional pieces with the monthly statement. [*]
10. MESSAGES FOR STATEMENTS. Includes automatic messages for all Credit Unions as well as customized messages. [*]
11. ON-LINE COLLECTION SYSTEM. [*]
 - 11.1 MONTHLY SERVICE CHARGE. Provides Interface with Collection Management System [*]
 - 11.2 RECORD RETENTION. Per account per month on the Collection Management System fee (Credit Union Parameter Driven) [*]
 - 11.3 PER ACCOUNT ACCESS FEE. Per inquiry into the On-Line Collection System [*]
12. ON LINE COLLECTION SYSTEM LETTERS. (excluding postage/delivery) Includes: [*]
 - a. Standard Letter Services
 - b. Custom Letter Services
 - c. Printing of Letters
 - d. All Forms

CERTEGY CARD SERVICES, INC.
CARD SERVICES FOR CREDIT UNIONS, INC.
SCHEDULE B
SELF-ADMINISTERED CREDIT CARD PROGRAM FEES
EFFECTIVE MARCH 1, 2004

THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY
(I.E., NOT CUMULATIVE).

13. CREDIT BUREAU REPORTING. Includes creating tape and forwarding to the Credit Bureaus designated by Credit Union. [*]
* Per month per Credit Bureau per prefix.
14. SELF-ADMINISTERED CREDIT UNION CHARGEBACK/RETRIEVAL PROCESSING.
14.1 Certegy processes and performs data entry [*]
14.2 Certegy performs data entry only [*]
* These fees are not applicable to Full Service Credit Unions.
15. SELF-ADMINISTERED CREDIT UNION AFTER HOURS TELEPHONE CUSTOMER SERVICE. [*]
16. [*]
- ECIAL
17. [*]
18. ONE-TIME ON-LINE TERMINAL AND COMMUNICATIONS SET UP FEE.
(at Credit Union's request) [*]
* Plus out-of-pocket expenses (airfare, accommodations, meals, etc.) to be absorbed by Credit Union.
19. ON-SITE TRAINING FOR CUSTOMER SERVICE. [*]
(at Credit Union's request)
* Plus out-of-pocket expenses (airfare, accommodations, meals, etc. to be absorbed by Credit Union).
20. AUDIT CONFIRMATIONS. (excluding postage) Includes:
a. Preparing and mailing audit confirmations upon written request [*]
b. Per account confirmation [*]
* Per Credit Union per audit request
21. STANDARD TAPE. [*]

CERTEGY CARD SERVICES, INC.
CARD SERVICES FOR CREDIT UNIONS, INC.
SCHEDULE B
SELF-ADMINISTERED CREDIT CARD PROGRAM FEES
EFFECTIVE MARCH 1, 2004

THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY
(I.E., NOT CUMULATIVE).

22. NAME/ADDRESS LABELS. [*]
23. BILLING ERROR AND DISPUTE PROCESSING. (Optional Services)
- 23.1 CUSTOMER ENTERED CHARGEBACK OR RETRIEVAL VIA ON-LINE ENTRY. [*]
- 23.2 CERTEGY ENTERED CHARGEBACK OR RETRIEVAL. [*]
- 23.3 CERTEGY BASIC BILLING ERROR SERVICES.
- All cardholder contact (written and phone calls) is handled by institution. Certegy performs each dispute phase as required and corresponds with institution to enable institution to maintain account and communicate with cardholder:
- [*] [*]
- 23.4 CERTEGY ENHANCED BILLING ERROR SERVICES. Certegy handles all cardholder contact. This includes: receiving written disputes; handling phone calls for dispute initiation purposes; managing dispute status; creating and mailing cardholder letters including postage, and communication with institution to enable account maintenance.
- [*] [*]
- 23.5 CERTEGY FRAUD SERVICES. [*]
- Services include recovery of fraudulent transactions, all phases of the chargeback cycle, obtaining affidavits, and providing a close out package to the institution outlining final fraud balance for charge off or insurance claims.
24. SELF-ADMINISTERED BANK TELEPHONE CUSTOMER SERVICE. (Optional Services)
- 24.1 AFTER HOURS TELEPHONE CUSTOMER SERVICE. Includes telephone customer service outside of normal business hours. After hours customer service is provided 5:00 p.m. to 7:00 a.m. Monday through Friday and 7:00 a.m. to 9:00 p.m. Saturday. Closed on Sunday. [*]

CERTEGY CARD SERVICES, INC.
CARD SERVICES FOR CREDIT UNIONS, INC.
SCHEDULE B
SELF-ADMINISTERED CREDIT CARD PROGRAM FEES
EFFECTIVE MARCH 1, 2004

THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY
(I.E., NOT CUMULATIVE).

24.2 HIGH-VOLUME CARD CUSTOMER SERVICE FEE. This fee will apply to after hours customer service for any program targeted to a customer segment that generates a high volume of customer service calls (i.e. secured cards, sub-prime or any high fee/low credit line program). [*]

24.3 PREMIUM CUSTOMER SERVICE. [*]

24.4 VIP CUSTOMER SERVICE. Includes: All services in Premium Customer Service; PIN and additional plastics requests; customer fee reversal; account closure; authorization deletes; 60 second ASA; daily Financial Institution contact; designated point-of-contact for written customer service; overnight mail; and tiered pricing driven by size of account base. Requires separate agreement.

25. E-REPORTS. Includes:

- a. [*] [*]
- b. [*] [*]
- c. [*] [*]
- [*]

26. VERIFIED BY VISA AND/OR MASTERCARD SECURECODE.

Includes hosting of enrollment and authentication services, and front line customer service

- a. Visa issuer credit program monthly per bank fee [*]
- b. MasterCard issuer credit program monthly fee [*]
- c. Enrolled account hosting and maintenance (per account per month) [*]
- [*]
- d. Authentication request (per request) [*]

27. READI REVIEW. (Optional Service)

Separate contract needed Read-Review(SM) Plus enables the Financial Institution to manage credit risk and opportunity within the card portfolio by assigning a Beacon Risk Score and a Credit Grade score to existing card accounts. This information helps Financial Institution evaluate and predict future credit performance and predict the likelihood of bankruptcy, charge-off, loan default or serious delinquency. Read-Review(SM) Plus is available in two options. The Full Portfolio Review analyzes all accounts to determine which accounts meet requirements for additional products, services or credit line changes. The Reissue Review works with other pre-determined reissue criteria to provide a complete picture before the plastic is reissued. Either option -- Full or Reissue -- provides critical information to manage opportunities and risks within a portfolio.

CERTEGY CARD SERVICES, INC.
CARD SERVICES FOR CREDIT UNIONS, INC.
SCHEDULE B
SELF-ADMINISTERED CREDIT CARD PROGRAM FEES
EFFECTIVE MARCH 1, 2004

THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY
(I.E., NOT CUMULATIVE).

28. NEURAL NETWORKS. (Optional Service) [*]
 a. Falcon(R)
 b. CRIS
29. MANUALS/CD-ROM. [*]
 Annual Subscription
30. EXTENDED ON-LINE STATEMENT HISTORY. (Optional Service) [*]
 Provides on-line statement history viewing. Fee is per account per month
 [*]
31. AD HOC REPORTING. [*]
32. OTHER SPECIAL SERVICES. [*]
33. PASS THROUGH FEES. (Note: Pass through fee items are not included in monthly minimum totals) All fees and increases incurred by Certegy for the items listed below shall be passed on to Credit Union.
- 33.1 COMPUTER REPORTS - MICROFICHE*. Includes:
 a. Cardholder Package, including cardholder settlement and statistical data as well as statement information [*]
 b. Business Card Package [*]
- * Per month per Credit Union BIN/ICA, additional copies at \$0.25 each
- 33.2 COURIER. Includes: [*]
 a. All cost of courier for delivery of media or reports to and from Credit Union.
 b. If U.S. Mail is used, all postage costs are borne by Credit Union.
- 33.3 POSTAGE. Includes all first class postage associated with mailing of plastics, statements, notices or other mailings requested by Credit Union. [*]
- 33.4 POSTAGE PRE-SORT REBATE. (qualifying items) [*]
 This is a rebate to Credit Union for current first class mail rate for qualifying statements, as identified by Certegy.

CERTEGY CARD SERVICES, INC.
 CARD SERVICES FOR CREDIT UNIONS, INC.
 SCHEDULE B
 SELF-ADMINISTERED CREDIT CARD PROGRAM FEES
 EFFECTIVE MARCH 1, 2004

THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY
 (I.E., NOT CUMULATIVE). [*]

33.5 ELECTRONIC WARNING BULLETIN LISTINGS. Includes:

- a. Visa/MasterCard charge for listing on the Electronic Warning Bulletin. [*]
- b. Charges for listing in the printed warning bulletin for regions outside the U.S. [*]

33.6 "CALL ME" TRANSACTIONS. Includes the additional authorization referral calls on questionable sale as requested by non-Certegy card issuers for which a fee is paid by the non-Certegy card issuer. [*]

33.7 OTHER MASTERCARD AND VISA FEES, ASSESSMENTS AND OTHER SERVICES. Credit Union shall be responsible for all MasterCard and VISA fees, dues and assessments related to the cardholder services provided to the card issuing members (e.g., "Please Call Fees"). [*]

33.8 RETRIEVALS FROM MASTERCARD OR VISA OR LOCAL TO LOCAL. Both MasterCard and VISA rules require the processor to provide copies of original and microfilm transactions. Certegy's fees for performing those tasks will be in conformance with its published schedule, which is currently,

Standard Original -----	Copy -----	Electronic/ Facsimile -----
-------------------------------	---------------	-----------------------------------

VISA	[*]	[*]	[*]
MasterCard	[*]	[*]	[*]

34. INTERFACE TO THIRD PARTY

Providing a daily transmission of cardholder data to the institution or the institution's authorized processor

34.1 SIGN-UP FEE

- a. Direct Connection to Certegy [*]
- b. Connection through processor [*]

34.2 MONTHLY MAINTENANCE FEE

- a. Direct Connection to Certegy [*]
- b. Connection through processor [*]

34.3 TRANSACTION FEE. Assessed on each posted transaction

[*]

35. FRAME RELAY [*]

CERTEGY CARD SERVICES, INC.
CARD SERVICES FOR CREDIT UNIONS, INC.
SCHEDULE B
SELF-ADMINISTERED CREDIT CARD PROGRAM FEES
EFFECTIVE MARCH 1, 2004

THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY
(I.E., NOT CUMULATIVE).

36. eZCardInfo.com

eZCardInfo is a service that provides cardholders access to their credit card information via the Internet. Cardholder functionality includes the ability to view account balance, transaction and historical statement information and to pay their monthly credit card invoice on-line.

[*]

CERTEGY CARD SERVICES, INC.

CARD SERVICES FOR CREDIT UNIONS, INC.

SCHEDULE C

PRICE LIST FOR DIRECT PROCESSING MERCHANT SERVICES

EFFECTIVE MARCH 1, 2004

(CERTEGY LOGO)

CERTEGY CARD SERVICES, INC.
CARD SERVICES FOR CREDIT UNIONS, INC.
SCHEDULE C
PRICE LIST FOR DIRECT PROCESSING MERCHANT SERVICES
EFFECTIVE MARCH 1, 2004

1. CERTEGY OBLIGATIONS. During the term of this Agreement, Certegy shall:
 - 1.1 Activate new merchant accounts;
 - 1.2 Produce station plates for imprinters;
 - 1.3 Sell Imprinters to Credit Unions as requested (the purchase price of imprinters purchased by Credit Unions shall be paid directly to Bancard or Certegy as directed);
 - 1.4 Provide instruction on related procedures;
 - 1.5 Provide authorization service, 24 hours per day, 7 days per week;
 - 1.6 Train the employees of Credit Unions as requested;
 - 1.7 Provide record retention of paper drafts or copies of drafts deposited by merchants;
 - 1.8 Provide merchant accounting services including discount calculation and preparation of debit and credit advices as needed;
 - 1.9 [*]
 - 1.10 [*]
 - 1.11 Assist Credit Union by monitoring deposits of Visa and MasterCard transactions using various variance parameters which generate exception reports used to detect, in some cases, possible fraud and other irregularities and notify Credit Union of possible fraud or other irregularities that are detected. Certegy will use reasonable diligence in providing this service but in no event will Certegy be liable for any losses resulting from merchant deposits.
2. BANCARD AND FINANCIAL INSTITUTION OBLIGATIONS. During the term of this Agreement, Bancard and/or Credit Union shall:
 - 2.1 Bear all losses resulting from a merchant's credit card transactions including, but not limited to, questionable merchant activity, merchant fraud, uncollected chargebacks and bankruptcy claims;
 - 2.2 Provide all other services to merchants;
 - 2.3 Provide source data necessary to create the merchant file; and
 - 2.4 Provide its own supplies (e.g. sales slips, credit slips, deposit envelopes and clearing forms), which it may purchase from Certegy at cost plus freight.

CERTEGY CARD SERVICES, INC.
CARD SERVICES FOR CREDIT UNIONS, INC.
SCHEDULE C
PRICE LIST FOR DIRECT PROCESSING MERCHANT SERVICES
EFFECTIVE MARCH 1, 2004

3. FEES. Bancard shall be responsible for each Credit Union paying Certegy the following fees:

3.1 TRANSACTION FEES. The tiered merchant deposit fees for transactions are set forth below.[*]. At the sole discretion of Certegy, those fees are subject to change by Certegy each year depending upon the number of transactions during the previous year.

[*]

3.2 FILE RESIDENCY FEE. The tiered merchant file residency fees are set forth below.

[*]

Includes:

- a. Computer Storage of Merchant Information
- b. Assisting Credit Unions by monitoring deposits for fraud and other irregularities
- c. Processing, Printing, and Mailing of Monthly Paper Statement to the Merchant or Credit Union.
Includes:
 - i. Supply Costs
 - ii. Stuffing/Mailing Costs (Excluding Postage)
- d. Daily & Month End ACH Settlement to the Merchant. Includes:
 - i. Processing Prenotes
 - ii. Preparation/Transmission of ACH Tape
 - iii. Bank Service Charges
 - iv. Production/Mailing of Direct Deposit Account Advices (Excludes Postage)
- e. Terminal Set-up and Support

CERTEGY CARD SERVICES, INC.
CARD SERVICES FOR CREDIT UNIONS, INC.
SCHEDULE C
PRICE LIST FOR DIRECT PROCESSING MERCHANT SERVICES
EFFECTIVE MARCH 1, 2004

- 3.3 INTERNET REPORTING. [*]
- a. Internet Reporting for Credit Union [*]
Includes:
 - i. Online Access to Merchant Activity and other Merchant Information
 - ii. Online Portfolio and Risk Management Reporting
 - b. Internet Reporting for Merchant [*]
Includes:
 - i. One User ID and Password
 - ii. Online Access to Merchant Activity
 - iii. Online Access to Merchant Statements
- 3.4 TELEPHONE AUTHORIZATION FEE. [*]
- 3.5 MERCHANT ENROLLMENT FEE. [*]
- 3.6 SUPPLIES. Cost of supplies, plus freight (sales slips, credit slips, deposit envelopes, and clearing forms); [*]
- 3.7 MERCHANT SET-UP FEE. Includes: [*]
- a. Completion of Merchant Management Information System ("MIS")
 - b. Entry of MIS Information into the System
- 3.8 DIAL UP ACCESS(5). [*]
- Includes online access to the Merchant Management Information System for:
- a. Merchant Set-ups/Cancellations
 - b. Merchant Profile Changes
 - c. Merchant inquiries
- 3.9 STATEMENT MESSAGE FEES. Includes: [*]
- a. Handling of Credit Union Message Report [*]
 - b. Printing of Message [*]
- 3.10 ACH RETURN FEE. Includes: [*]
- a. Accounting For ACH Returns
 - b. Processing Alternative Settlement Mechanism
 - c. Additional Prenote Processing

CERTEGY CARD SERVICES, INC.
CARD SERVICES FOR CREDIT UNIONS, INC.
SCHEDULE C
PRICE LIST FOR DIRECT PROCESSING MERCHANT SERVICES
EFFECTIVE MARCH 1, 2004

- 3.11 E-REPORTS. Includes: [*]
 a. Monthly Merchant Statements [*]
 b. Monthly Merchant On-line Maintenance Activity Report
 c. Merchant Profitability Reporting
- 3.12 CHARGEBACK PROCESSING FEE. May include, as applicable: [*]
 a. Chargeback Logging & Tracking
 b. Chargeback Research & Representation
 c. Compliance Chargebacks
 d. Arbitration on 2nd or 3rd Chargeback of same dispute
- 3.13 EXCESSIVE CHARGEBACK FEE. [*]
 [*]
- 3.14 PASS THROUGH FEES.
 3.14.1 POSTAGE - Includes all First Class Current First Class Rates postage associated with mailing statements or other mailings requested by Credit Union. [*]
 3.14.2 COURIER [*]
 3.14.3 THIRD PARTY PROVIDER AUTHORIZATION/DRAFT CAPTURE FEES. Includes: [*]
 Fees charged by Third Party Authorization/Draft Capture Providers (e.g. Vital, Global, Concord, etc.) for providing electronic authorization and Draft Capture Services. [*]
 3.14.4 MASTERCARD AND VISA FEES, ASSESSMENTS AND OTHER SERVICES [*]
 Credit Union shall be responsible for all MasterCard and VISA fees, dues and assessments related to merchants signed through Credit Union.
- 3.15 AUDIT ASSISTANCE FROM CERTEGY. [*]
- 3.16 ON-SITE TRAINING. At customer's request and subject to staff availability. [*]
 Credit Union must cover all out-of-pocket expenses such as airfare, lodging and meals. [*]
- 3.17 CUSTOM PROGRAMMING/DEVELOPMENT. [*]
- 3.18 [*]

CERTEGY CARD SERVICES, INC.
CARD SERVICES FOR CREDIT UNIONS, INC.
SCHEDULE C
PRICE LIST FOR DIRECT PROCESSING MERCHANT SERVICES
EFFECTIVE MARCH 1, 2004

- - - - -
Footnotes:

[*]

Schedule C

Page 5 of 5

CERTEGY CARD SERVICES, INC.

CARD SERVICES FOR CREDIT UNIONS, INC.

SCHEDULE E

IN-HOUSE/PASS-THROUGH SERVICES AND FEES FOR DEBIT, ATM AND CREDIT CARDS

EFFECTIVE MARCH 1, 2004

(CERTEGY LOGO)

CERTEGY CARD SERVICES, INC.
CARD SERVICES FOR CREDIT UNIONS, INC.
SCHEDULE E
IN-HOUSE/PASS-THROUGH SERVICES AND FEES FOR DEBIT, ATM AND CREDIT CARDS
EFFECTIVE MARCH 1, 2004

THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY (I.E., NOT CUMULATIVE).

1. CARD ISSUANCE.

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

- | | |
|--|-----|
| 1.1 TAPE OR TRANSMISSION | [*] |
| 1.2 PAPER DOCUMENT | [*] |
| 1.3 PULL SERVICE | [*] |
| 1.4 PRIORITY ISSUANCE (NEXT DAY) | [*] |
| 1.5 EMERGENCY ISSUANCE (SAME DAY) | [*] |
| 1.6 CARD ACTIVATION STICKERS: | |
| Institution using Certegy's Card Activation System | [*] |
| Institution NOT using Certegy's Card Activation System | [*] |

* PIN Identification Number

2. CARD RECOVERY REWARDS.

Rewards paid to merchants or Credit Union for capturing revoked cards. [*]

3. PIN MAILERS.

Includes PIN generation, printing of a generic data mailer and preparation for mailing. [*]

4. POST MAILERS.

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

5. CARD ACTIVATION (OPTIONAL SERVICE).

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

[*] [*]

6. LOST/STOLEN CARD REPORT.

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

CERTEGY CARD SERVICES, INC.
CARD SERVICES FOR CREDIT UNIONS, INC.
SCHEDULE E
IN-HOUSE/PASS-THROUGH SERVICES AND FEES FOR DEBIT, ATM AND CREDIT CARDS
EFFECTIVE MARCH 1, 2004

THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY (I.E., NOT CUMULATIVE).

7. AUTHORIZATION REQUESTS.

Merchant and ATM authorizations are handled 24 hours a day, 365 days a year. Authorization activity will be reviewed quarterly with any adjustments taking effect on the first day of the next calendar quarter. Authorization fees are set forth in subsections 7.1, 7.2 and 7.3 below. Only one billing category applies. Fee reductions are applied once volumes reach start point for the next tier.

7.1 For institutions requiring signature based authorization processing via a PBF or Parameter.

[*]

7.2 For institutions requiring signature based authorizations routed to their host (gateway)

[*]

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

[*]

* PIN routing requiring regional network access.

8. MONETARY TRANSACTION PROCESSING.

Purchases, cash advance and credit vouchers that are transmitted to the Credit Union in the Center Transaction File or via an on-line message. This fee is not applicable to single message transactions.

CERTEGY CARD SERVICES, INC.
CARD SERVICES FOR CREDIT UNIONS, INC.
SCHEDULE E
IN-HOUSE/PASS-THROUGH SERVICES AND FEES FOR DEBIT, ATM AND CREDIT CARDS
EFFECTIVE MARCH 1, 2004

THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY (I.E., NOT CUMULATIVE).

8.1 VISA/MASTERCARD

[*]

8.2 FACSIMILE DRAFTS.

-Batch (paper) [*]

-Transmission tape [*]

9. NON-MONETARY TRANSACTION PROCESSING.

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

9.1 CERTEGY ENTERED [*]

9.2 TRANSMISSION/TAPE [*]

9.3 RETURNS/STOPS/COPIES [*]

9.4 POSITIVE BALANCE FILE UPDATES [*]

10. VERIFIED BY VISA AND/OR MASTERCARD SECURECODE.

Includes hosting of enrollment and authentication services, and front line customer service

a. Visa issuer credit program monthly per bank fee [*]

b. MasterCard issuer credit program fee [*]

c. Enrolled account hosting and maintenance (per account per month)

[*]

d. Authentication request (per request) [*]

CERTEGY CARD SERVICES, INC.
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IN-HOUSE/PASS-THROUGH SERVICES AND FEES FOR DEBIT, ATM AND CREDIT CARDS
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THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY (I.E., NOT CUMULATIVE).

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

11.1 CUSTOMER ENTERED CHARGEBACK OR RETRIEVAL VIA ON-LINE ENTRY. [*]

11.2 CERTEGY ENTERED CHARGEBACK OR RETRIEVAL. [*]

11.3 CERTEGY BASIC BILLING ERROR SERVICES.

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

[*]

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

[*]

11.5 CERTEGY FRAUD SERVICES. [*]

Services include recovery of fraudulent transactions, all phases of the chargeback cycle, obtaining affidavits, and providing a close out package to the institution outlining final fraud balance for charge off or insurance claims.

12. FILE RESIDENCY.

Total number of accounts residing on the authorization file at month end.

12.1 POSITIVE AUTHORIZATION/GATEWAY SWITCHING AUTHORIZATION [*]

12.2 PARAMETER AUTHORIZATION [*]

13. ACCOUNT INQUIRY. [*]

Account look-up relating to open to buy, credit limit, blocks and merchant authorization activity. [*]

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THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY (I.E., NOT CUMULATIVE).

- 14. AUTOMATIC TELLER MACHINE ("ATM") SWITCH FEES.
 - Visa and/or MasterCard ATM transactions. [*]

- 15. TRANSMISSION FEE.
 - Positive Authorization File, Card issuer file and center transaction file
 - 15.1 LOCAL CALL [*]
 - 15.2 LONG DISTANCE CALL [*]

- 16. ON-LINE ACCESS.
 - Dedicated or Dial-up available [*]
 - Functionality to consider includes access to Certegy's host system, on-line authorizations via a gateway and reports via FTP.

- 17. OTHER FEES.
 - 17.1 CENTER TRANSACTION FILE REVERSALS AND RECREATIONS [*]
 - 17.2 ADDITIONAL TESTING [*]
 - 17.3 RESEARCH [*]

- 18. IMPLEMENTATION REIMBURSEMENT FEES. [*]
 - One-time fee assessed to cover the costs of establishing the Credit Union's control file, initial two days on-site training, initial set of forms and supplies, operating manuals and updates.

- 19. FORMS AND SUPPLIES. [*]
- 20. NON-GENERIC FORM. [*]
- 21. SYSTEM MANUALS/CD ROM [*]
- 22. REPORTS & MICROFICHE.
 - 22.1 Standard Reports and Microfiche [*]
 - 22.2 E-Reports (optional service requiring separate agreement)
 - Installation [*]
 - Monthly Fee [*]
 - Month Page Fee [*]

- 23. TAPE HANDLING FEE. [*]

CERTEGY CARD SERVICES, INC.
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IN-HOUSE/PASS-THROUGH SERVICES AND FEES FOR DEBIT, ATM AND CREDIT CARDS
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THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY (I,E., NOT CUMULATIVE).

24. ON-SITE TRAINING FOR CUSTOMER SERVICE (At Credit Union's request) [*]

* Plus out-of-pocket expenses (airfare, accommodations, meals, etc. to be absorbed by Credit Union).

25. LOCKBOX PAYMENTS PROCESSING.

Certegy processing lockbox payments for credit cards. Debit and ATM card residency is not considered in the Account Base number.

[*]

26. [*]

26.1 [*]

26.2 [*]

26.3 [*]

27. [*]

27.1 [*]

27.2 TRANSACTION HANDLING POST DECONVERSION.

a. Facsimile Draft: Standard draft, cash advance, credit voucher or payment produced. [*]

b. Exception item: Any exception item received on deconverted BIN including, but not limited to, chargebacks, requests for copies, manual adjustments. [*]

c. Cardholder transaction generated on magnetic tape. [*]

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THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY (I.E., NOT CUMULATIVE).

- 28. VISA/MASTERCARD QUARTERLY SERVICE REPORT. [*]
 (This fee only applies to In-House/Pass-Through Services) [*]

- 29. PASS-THROUGH.

 - 29.1 POSTAGE AND COURIER EXPENSES. [*]
 Cards, mailers and reports/microfiche [*]

 - 29.2 ISSUER'S REIMBURSEMENT FEES. [*]
 Income earned by the Credit Union based on published
 Visa/MasterCard rates for transactions. [*]

 - 29.3 RETRIEVAL REQUEST FULFILLMENT FEE. [*]
 Photocopy, facsimile draft of original of sales draft, or credit
 voucher [*]

 - 29.4 VISANET/BANKNET AND BASE II/NET. [*]

 - 29.5 CARD ASSOCIATION. [*]
 MasterCard International and/or Visa U.S.A. Inc. fees, dues and
 assessments, paid by Certegy for transactions incurred for or on
 behalf of customer. [*]

- 30. AUDIT CONFIRMATIONS. (excluding postage) Includes:
 - a. Preparing and mailing audit confirmations upon written
 request [*]

 - b. Per account confirmation [*]
 * Per Credit Union per audit request

- 31. NEURAL NETWORK. CRIS and Falcon(R) (optional service) [*]

- 32. CERTIFICATION FEES. [*]
 A one time fee for the certification testing, including, but not limited
 to, regional networks, national networks or data processor interfaces. This
 fee applicable per project occurrence.

- 33. ATM TERMINAL DRIVING FEES.

 - 33.1 Communication Expenses [*]

 - 33.2 ATM Set-up Fees [*]

 - 33.3 ATM Terminal Support [*]

 - 33.4 Dial-up ATM Communication [*]

 - 33.5 National and Regional Network Access [*]

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THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY (I.E., NOT CUMULATIVE).

- 33.6 ATM Screen Marketing Message [*]
- 33.7 ATM Marketing Receipt Change [*]
- 33.8 ATM Screen Change [*]
- 33.9 ATM Reload [*]

34. NETWORK ADJUSTMENT SYSTEM.

- 34.1 Network Adjustment System [*]
- 34.2 Adjustment submitted via Adjustment System [*]
- 34.3 Adjustments performed by Certegy on behalf of client [*]

35. DISPUTE MANAGEMENT SYSTEM.

- a. [*]
- b. Web Access:
 - One time set up per terminal [*]

* Per terminal per month

CERTEGY CARD SERVICES, INC.

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SCHEDULE G

COMMERCIAL CARD PROCESSING SERVICES AND FEES

EFFECTIVE MARCH 1, 2004

(CERTEGY LOGO)

CERTEGY CARD SERVICES, INC.
CARD SERVICES FOR CREDIT UNIONS, INC.
SCHEDULE G
COMMERCIAL CARD PROCESSING SERVICES AND FEES
EFFECTIVE MARCH 1, 2004

THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY (I.E., NOT CUMULATIVE).

FEES SETTLED DAILY.

1. ASSOCIATION.

CERTEGY SETTLEMENT FEE. Credit Union shall pay to Certegy the following fees, which shall be referred to as a "Certegy Settlement Fee" unless Credit Union performs its own customer service as a self-administered function, in which event those Certegy Settlement Fees shall not apply. The Certegy Settlement Fee will apply to each incoming and local to local sales purchase, return and cash advance and is based on Credit Union's account base as follows:

[*]

- * Fee adjustments for account base levels will be made monthly to be effective the beginning of the second month following the month being evaluated. For example, fees that correspond to the actual account base numbers for January will go into effect on March 1.

2. CREDIT UNION.

2.1 TRANSACTION POSTING FEE FOR "FULL SERVICE" CREDIT UNIONS. Includes charges applicable to sales, purchases, returns, cash advances, ACH payments and ACH pre-notes of "Full Service" Credit Unions, as well as any annual, late and over limit fees, member-pay insurance, member-pay card enhancements and lockbox payments processed by Certegy. A "Full Service" credit union is one for which Certegy performs the customer service function.

[*]

- * Fee adjustments for account base levels will be made monthly to be effective the beginning of the second month following the month being evaluated. For example, fees that correspond to the actual account base numbers for January will go into effect on March 1.

2.2 PAYMENT RECEIPT - CERTEGY PERFORMS. Certegy performs customer service. Payments received, processed and entered by Credit Union. [*]

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COMMERCIAL CARD PROCESSING SERVICES AND FEES
EFFECTIVE MARCH 1, 2004

THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY (I.E., NOT CUMULATIVE).
MONTHLY OR ONE TIME FEES.

- 3. PLASTICS. (Excluding postage/delivery)
 - 3.1 EMBOSSING.
 - 3.1.1 Embossing and encoding of plastic; Insertion of Card into Card Carrier; and insertion into Envelope [*]
 - * Plus cost of plastic
 - 3.1.2 Ultra graphics / hot stamping of logos:
 - a. One time logo set up [*]
 - b. Graphic printing / per pass / per plastic [*]
 - 3.2 INSERTS MAILED WITH CARD. [*]
 - 3.3 CUSTOM CARD CARRIER, ENVELOPE OR PRINTED MESSAGE. [*]
 - 3.4 PIN GENERATION-REGULAR (EXCLUDING POSTAGE/DELIVERY). Includes: [*]
 - a. Generation of Personal Identification Number ("PIN")
 - b. PIN Mailer
 - 3.5 RETURNED PLASTICS (EXCLUDING POSTAGE/DELIVERY). Includes: [*]
 - a. Handling of return mail
 - b. Destruction of plastic
 - 3.6 SPECIAL REQUESTS (EXCLUDING POSTAGE/DELIVERY). Includes: [*]
 - a. All items listed under "Embossing"
 - b. Receipt and handling of request
 - c. Walk through of plastic to insure 24-hour turnaround on normal business days.
 - 3.7 CARD ACTIVATION (OPTIONAL SERVICE). The following fee schedule will apply per credit card issued, reissued or converted TO Certegy, whether the card is activated, activation is declined or no activation attempt is made at all:

[*]

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4. ACCOUNT TRANSACTION HISTORY.

Account Transaction History will be available on the processing platform to both Certegy and Credit Union under the following options:

- a. [*] [*]
- b. [*] [*]

5. MASTER FILE MAINTENANCE.

5.1 NEW ACCOUNTS AND UPDATES.

- a. Real-time Data capture by Certegy of all new account information entered by Credit Union [*]
- b. Creation or update of Cardholder account file by tape or batch transmission [*]

5.2 RECORD RETENTION. No originals of credit card paper shall be retained by Certegy. Computer storage during all or any portion of a month of each credit card account issued by Credit Union (including charged-off accounts) that appears on Credit Union's master file maintained by Certegy as well as capturing all transactions and reports by either imaging, microfilm or microfiche as determined by Certegy in its sole discretion and retaining for the time period that is required by Visa and MasterCard. Monthly change shall be assessed for each company and cardholder account on the system.

5.3 TOLL-FREE CUSTOMER SERVICE ACCESS. [*]

Provides for printing of toll-free phone number on Credit Union's statements and access to customer service via toll-free phone number. This fee applies to all accounts on file.

5.4 SPECIAL CHANGES. [*]

Account changes taken by phone requiring immediate attention or "walk through" to insure immediate input.

6. COMPUTER PRINTOUTS.

6.1 NOTICES. Includes: [*]

- a. Printing of Notice
- b. All forms

6.2 REPORTS. (Paper), Includes: [*]

- a. Cardholder journal
- b. Cardholder posting journal
- c. Cardholder posting summary

* Per Month per Credit Union

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THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY (I.E., NOT CUMULATIVE).

- 7. CREDIT CARD AUTHORIZATION FEE. Applies to each Authorization Request
 [*]
- 8. LOST/STOLEN CARD STATUSING. Includes: Certegy taking call and stausing account [*]
- 9. RETRIEVALS FROM MASTERCARD OR VISA OR LOCAL TO LOCAL. Both MasterCard and VISA rules require the processor to provide copies of original and microfilm transactions. Certegy's fees for performing those tasks will be in conformance with its published schedule, which is currently,

	Standard Original -----	Copy -----	Electronic/ Facsimile -----
VISA	[*]	[*]	[*]
MasterCard	[*]	[*]	[*]

- 10. STATEMENT PREPARATION.
 - 10.1 DELIVERY BY U.S. MAIL. Per statement (excluding postage), includes: [*]
 - a. Preparation of cardholder monthly statements
 - b. All forms and envelopes for statements
 - c. Inserting and handling of statements
 - 10.2 PRESENTATION VIA THE INTERNET. [*]
 - * Per "Record" sent to the Internet server.
 - A "Record" is defined as a posted transaction, addendum or statement message.
- 11. SPECIAL INSERTS FOR STATEMENTS. Includes physical stuffing of promotional pieces with the monthly statement. [*]
- 12. MESSAGES FOR STATEMENTS. Includes automatic messages for all Credit Unions as well as customized messages. [*]
- 13. ON-LINE COLLECTION SYSTEM.
 - 13.1 MONTHLY SERVICE CHARGE. Provides Interface with Collection Management System [*]
 - 13.2 RECORD RETENTION. Per account per month on the Collection Management System (Credit Union Parameter Driven) [*]
 - 13.3 PER ACCOUNT ACCESS FEE. Per inquiry into the On-Line Collection System [*]

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THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY (I.E., NOT CUMULATIVE).

14. ON-LINE COLLECTION SYSTEM LETTERS. (Excluding postage/delivery) [*]
Includes: [*]
- a. Standard Letter Services
 - b. Custom Letter Services
 - c. Printing of Letters
 - d. All Forms

15. CREDIT BUREAU REPORTING. Includes creating tape and forwarding to the Credit Bureaus designated by Credit Union. [*]

* Per month per Credit Bureau per prefix.

16. [*]

SPECIAL FEES.

17. [*]

18. ONE-TIME ON-LINE TERMINALS AND COMMUNICATIONS SET UP FEE. [*]
(At Credit Union's request)

* Plus out-of-pocket expenses (airfare, accommodations, meals, etc. to be absorbed by Credit Union.)

19. ON-SITE TRAINING FOR CUSTOMER SERVICE. [*]
(At Credit Union's request) [*]

* Plus out-of-pocket expenses (airfare, accommodations, meals, etc. to be absorbed by Credit Union.)

20. E-REPORTS.

a. [*]

b. [*]

c. [*]

d. [*]

21. OTHER SPECIAL SERVICES. [*]

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EFFECTIVE MARCH 1, 2004

THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY (I.E., NOT CUMULATIVE).

PASS THROUGH FEES. (Note: Pass through fee items are not included in monthly minimum totals.) All fees and fee increases incurred by Certegy for the items listed below shall immediately be passed on to Credit Union.

22. COMPUTER REPORTS - MICROFICHE*. Provisions of reports on Microfiche Per month per Credit Union BIN/ICA, additional copies at \$0.25 per page. [*]
23. COURIER. Includes all cost of courier or U.S. Mail for delivery of media or reports to and from Credit Union. [*]
24. POSTAGE. Includes all first class postage associated with mailing of plastics, statements, notices or other mailings requested by Credit Union. [*]
25. POSTAGE PRE-SORT REBATE. (Qualifying items) [*]
This is a rebate to Credit Union for current first class mail rate for qualifying statements, as identified by Certegy.
26. ELECTRONIC WARNING BULLETIN LISTINGS. Includes: [*]
a. Visa/MasterCard charge for listing on the Electronic Warning Bulletin.
b. Charges for listing in the printed warning bulletin for regions outside the U.S.
27. "CALL ME" TRANSACTIONS. Includes the additional authorization referral calls on questionable sales as requested by non-Certegy card issuers for which the non-Certegy card issuer pays a fee. [*]
28. OTHER MASTERCARD AND VISA FEES, ASSESSMENTS AND OTHER SERVICES. Credit Union shall be responsible for all MasterCard and VISA fees, dues and assessments related to the cardholder services provided to the card issuing members. [*]
29. PC REPORTING SERVICES VIA INTERNET.
29.1 Software Vendor License fee per Credit Union. [*]
29.2 Destination ID for each company set-up. [*]
29.3 Monthly maintenance fee per company or destination ID. [*]
29.4 Data Creation - per transaction. [*]
29.5 Data Storage - per transaction per month for storage beyond first month on accounts with internet reporting. Transactions will be available for 12 months. [*]

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EFFECTIVE MARCH 1, 2004

THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY (I.E., NOT CUMULATIVE).

30. DAILY TRANSMISSION OF DATA DELIVERY FILES.
- 30.1 Data creation / per record [*]
 - 30.2 Data storage / per month for each record not retrieved in 30 days [*]
 - 30.3 One time implementation fee [*]
 - a. Each Credit Union [*]
 - b. Each Company / Destination ID [*]
31. ELECTRONIC DATA INTERCHANGE (EDI). Electronic statements and travel service reconciliation files are available and will be quoted based on the size of the commercial customer desiring the Services.
32. SYSTEM DOCUMENTATION. Updated system documentation provided three times per year on CD-ROM. [*]
33. SYSTEM ACCESS VIA INTERNET. Provides system access to participating companies to review and make real time updates to their accounts via the internet.
- 33.1 Software License Fee per company [*]
 - 33.2 Transaction Fee - Per account inquiry, account update or transaction inquiry [*]
 - 33.3 New Account Add - Adding a new account to system via the internet [*]
34. AUTHORIZATION FRAUD MONITORING. Real time monitoring of authorizations sent to queue for institution review based on fraud prevention strategies defined by institution. [*]

CERTEGY CARD SERVICES, INC.

CARD SERVICES FOR CREDIT UNIONS, INC.

SCHEDULE J

STORED VALUE CARD PROCESSING SERVICE AGREEMENT

EFFECTIVE MARCH 1, 2004

(CERTEGY LOGO)

CERTEGY CARD SERVICES, INC.
CARD SERVICES FOR CREDIT UNIONS, INC.
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STORED VALUE CARD PROCESSING SERVICES AND FEES
EFFECTIVE MARCH 1, 2004

THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY (I.E., NOT CUMULATIVE).

FEES SETTLED DAILY.

1. ASSOCIATION.

CERTEGY SETTLEMENT FEE. Credit Union shall pay to Certegy the following fees, which shall be referred to as a "Certegy Settlement Fee" unless Credit Union performs its own customer service as a self administered function, in which event those Certegy Settlement Fees shall not apply. The Certegy Settlement Fee will apply to each incoming and local to local sales purchase, return and cash advance and is based on Credit Union's stored value account base as follows:

[*]

2. CREDIT UNION.

2.1 TRANSACTION POSTING FEE FOR "FULL SERVICE" CREDIT UNIONS. Includes charges applicable to signature based sales purchases, returns and cash advances of "Full Service" Credit Unions, as well as any lockbox value loads processed by Certegy. A "Full Service" credit union is defined as one in which the customer service function is performed by Certegy.

[*]

2.2 PIN BASED TRANSACTION FEE. Charged in addition to Transaction Posting Fee for PIN based transactions. (same price as CSCU Schedule E)

2.3 SYSTEM GENERATED TRANSACTION FEE. [*]

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STORED VALUE CARD PROCESSING SERVICES AND FEES
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THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY (I.E., NOT CUMULATIVE).

- 2.4 VALUE LOAD FEE - CERTEGY PERFORMS. Certegy performs customer service. Fee applies to all Internet and phone initiated value loads.
- a. ACH [*]
 - b. Remote Entry [*]
 - c. Credit Card Transfer [*]
- 2.5 PHONE INITIATED VALUE LOAD FEE.
- Charged in addition to the Value Load Fee (2.4 above) for those value loads initiated via phone.

MONTHLY FEES.

3. PLASTICS. (excluding postage/delivery)
- 3.1 EMBOSSING. Includes: [*]
- a. Embossing and encoding of plastic
 - b. Card Carrier
 - c. Envelope
 - d. Inserting
- * Plus cost of plastic
- 3.2 PIN GENERATION-REGULAR (EXCLUDING POSTAGE/DELIVERY). Includes: [*]
- a. PIN mailer
 - b. Generation of Personal Identification Number ("PIN")
- 3.3 PIN GENERATION-USER SELECT (EXCLUDING POSTAGE/DELIVERY). Includes: [*]
- a. PIN mailer
 - b. File update
- 3.4 SPECIAL REQUESTS (EXCLUDING POSTAGE/DELIVERY). Includes: [*]
- a. All items listed under "Embossing"
 - b. Receipt and handling of request
 - c. Walk through of plastic to insure 24 hour turnaround on normal business days.
- 3.5 CARD ACTIVATION (OPTIONAL SERVICE). The following fee schedule will apply per credit card account issued, reissued or converted to Certegy, whether the card is activated, activation is declined or no activation attempt is made at all:
- [*]

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THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY (I.E., NOT CUMULATIVE).

4. MASTER FILE MAINTENANCE.

4.1 NEW ACCOUNTS. Includes:

- a. Batch File [*]
- b. Internet [*]

4.2 FILE CHANGES. Includes: [*]

- a. Batch File [*]
- b. Internet [*]

4.3 RECORD RETENTION.

No originals of credit card paper shall be retained by Certegy. Computer storage during all or any portion of a month of each credit card account issued by Credit Union (including charged-off accounts) that appears on Credit Union's master file maintained by Certegy as well as capturing all transactions and reports by either imaging, microfilm or microfiche as determined by Certegy in its sole discretion and retaining for the time period that is required by Visa and MasterCard. [*]

4.4 TOLL-FREE AND INTERNET CUSTOMER SERVICE ACCESS. [*]

Provides for printing of toll-free phone number on Credit Union's statement and on service web site and access to customer service via toll-free phone number. This fee applies to all accounts on file.

5. E-REPORTS. All reports are delivered via E-Reports. Includes:

- a. Monthly Fee (per BIN) [*]
- b. Monthly Per page [*]
- c. Recreate Purged Reports [*]

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

6. CREDIT CARD AUTHORIZATION FEE. Applies to each authorization Request.

[*]

7. LOST/STOLEN CARD STATUSING. Includes: Certegy taking call and statusing account. [*]

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THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY (I.E., NOT CUMULATIVE).

8. RETRIEVALS FROM MASTERCARD OR VISA OR LOCAL TO LOCAL. Both MasterCard and VISA rules require the processor to provide copies of original and microfilm transactions. Certegy's fees for performing those tasks will be in conformance with its published schedule, which is currently,

	Standard Original -----	Copy -----	Electronic/ Facsimile -----
VISA	[*]	[*]	[*]
MasterCard	[*]	[*]	[*]

9. STATEMENT PREPARATION. (excluding postage) Includes: [*]

- a. Preparation of cardholder statements monthly
- b. All forms and envelopes for statements
- c. Inserting and handling of statements

10. SPECIAL INSERTS FOR STATEMENTS. Includes physical stuffing of promotional pieces with the monthly statement. [*]

11. MESSAGES FOR STATEMENTS. Includes automatic messages for all Credit Unions as well as customized messages.

12. [*]

13. [*]

14. PAYROLL CARD COMPANY SET-UP FEE. Charged on the set-up of each individual company supported on the Payroll Card product. (First company is included in payroll product implementation fee).

[*]

SPECIAL.

15. [*]

CERTEGY CARD SERVICES, INC.
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STORED VALUE CARD PROCESSING SERVICES AND FEES
EFFECTIVE MARCH 1, 2004

THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY (I.E., NOT CUMULATIVE).

16. ON-SITE TRAINING FOR CUSTOMER SERVICE. [*]
(at Credit Union's request)
- * Plus out-of-pocket expenses (airfare, accommodations, meals, etc. to be absorbed by Credit Union.)
17. TRANSACTION FRAUD SCREENING [*]
Non-recurring Value Load Transactions [*]
Card Purchase or Cash Advance [*]
18. OTHER SPECIAL SERVICES.
19. PASS THROUGH FEES. (Note: Pass through fee items are not included in monthly minimum totals) All fees and fee increases incurred by Certegy for the items listed below shall be passed on to Credit Union.
- 19.1 COURIER. Includes: [*]
a. All cost of courier for delivery of media or reports to and from Credit Union.
b. If U.S. Mail is used, all postage costs are borne by Credit Union.
- 19.2 POSTAGE. Includes all first class postage associated with mailing of plastics, statements, notices or other mailings requested by Credit Union. [*]
- 19.3 POSTAGE PRE-SORT REBATE. (qualifying items)
This is a rebate to Credit Union for current first class mail rate for qualifying statements, as identified by Certegy. [*]
- 19.4 ELECTRONIC WARNING BULLETIN LISTINGS. Includes: [*]
a. Visa/MasterCard charge for listing on the Electronic Warning Bulletin.
b. Charges for listing in the printed warning bulletin for regions outside the U.S.
- 19.5 "CALL ME" TRANSACTIONS. Includes the additional authorization referral calls on questionable sales as requested by non-Certegy card issuers for which a fee is paid by the non-Certegy card issuer. [*]
- 19.6 OTHER MASTERCARD AND VISA FEES, ASSESSMENTS AND OTHER SERVICES. [*]
Credit Union shall be responsible for all MasterCard, VISA and other fees, dues and assessments related to the cardholder services provided to the card issuing members in connection with this agreement (e.g., "Please Call Fees").
- 19.7 MERCHANTS DISCOUNT ON CREDIT CARD/DEBIT CARD TRANSFER OF VALUE LOADS. [*]
Credit Union shall be responsible for paying market rate merchants discount (including outbound interchange) on all value load transfers processed using a cardholder's credit or debit card.

CERTEGY CARD SERVICES, INC.

CARD SERVICES FOR CREDIT UNIONS, INC.

SCHEDULE K

SERVICES AND FEES FOR BASE2000 FULL SERVICE CREDIT CARD PROCESSING

EFFECTIVE MARCH 1, 2004

(CERTEGY LOGO)

CERTEGY CARD SERVICES, INC.
Card Services For Credit Unions, Inc.
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The Following Fees Apply To Each Credit Union Separately (i.e., Not Cumulative).

FEES SETTLED DAILY.

1. ASSOCIATION.

CERTEGY SETTLEMENT FEE. Credit Union shall pay to Certegy the following fees, which shall be referred to as a "Certegy Settlement Fee" unless Credit Union performs its own customer service as a self administered function, in which event the Certegy Settlement Fee shall not apply. The Certegy Settlement Fee will apply to each incoming and local to local sales purchase, return and cash advance and is based on Credit Union's account base as follows:

[*]

* Fee adjustments for account base levels will be made monthly to be effective the beginning of the second month following the month being evaluated. For example, fees that correspond to the actual account base numbers for January will go into effect on March 1.

2. CREDIT UNION.

2.1. TRANSACTION POSTING FEE FOR "FULL SERVICE" CREDIT UNIONS.

Includes charges applicable to sales purchases, returns and cash advances of "Full Service" Credit Unions, as well as any lockbox payments processed by Certegy. A "Full Service" credit union is defined as one in which the customer service function is performed by Certegy.

[*]

* Fee adjustments for account base levels will be made monthly to be effective the beginning of the second month following the month being evaluated. For example, fees that correspond to the actual account base numbers for January will go into effect on March 1.

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2.2. ANNUAL, LATE AND OVER-LIMIT FEES, MEMBER-PAY INSURANCE AND MEMBER-PAY CARD ENHANCEMENTS [*]

2.3. PAYMENT RECEIPT - CERTEGY PERFORMS.

Certegy performs customer service.

a. ACH - per payment posted [*]

b. Remote Entry - per payment entered [*]

MONTHLY FEES.

3. PLASTICS. (Excluding postage/delivery)

3.1. EMBOSSING. Fee per card, includes: [*]

a. Embossing and encoding of plastic

b. Card Carrier

c. Envelope

d. Inserting

* Plus cost of plastic

3.2. PIN GENERATION-REGULAR (EXCLUDING POSTAGE/DELIVERY). [*]

Includes:

a. Generation of Personal Identification Number ("PIN")

b. PIN Mailer

3.3. IVR PIN CUSTOMIZATION. [*]

Includes: IVR call

3.4. RETURNED PLASTICS (EXCLUDING POSTAGE/DELIVERY). [*]

Includes:

a. Handling of return mail

b. Sending mailer, plastic and returned envelope to Credit Union via certified mail.

3.5. SPECIAL REQUESTS (EXCLUDING POSTAGE/DELIVERY). [*]

Includes:

a. All items listed under "Embossing"

b. Receipt and handling of request

c. "Walk through" of plastic to insure 24-hour turnaround on normal business days.

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3.6. CARD ACTIVATION (OPTIONAL SERVICE). The following fee schedule will apply per credit card account issued, reissued or converted to Certegy, whether the card is activated, activation is declined or no activation attempt is made at all:

[*]

4. MASTERFILE MAINTENANCE

4.1. NEW ACCOUNTS. Per new account fee, includes: [*]

On-Line Data capture of all new account information

4.2. FILE CHANGES. Per occurrence fee includes: [*]

On-Line Data capture of all changes to the cardholder accounts

4.3. RECORD RETENTION. [*]

No originals of credit card paper shall be retained by Certegy. Computer storage during all or any portion of a month of each credit card account issued by Credit Union (including charged-off accounts) that appears on Credit Union's master file maintained by Certegy as well as capturing all transactions and reports by either imaging, microfilm or microfiche as determined by Certegy in its sole discretion and retaining for the time period that is required by Visa and MasterCard.

5. CUSTOMER SERVICE.

5.1. TOLL-FREE CUSTOMER SERVICE ACCESS. [*]

Provides for printing of toll-free number on Credit Union's billing statement and access to Customer Service via that toll-free number. This fee applies to all accounts on file.

5.2. SECURED AND SUBPRIME CARDS. [*]

This Customer Service fee covers the provision of telephone customer service for this high-call volume market segment. [*]

5.3. PREMIUM CUSTOMER SERVICE.

[*]

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5.4. VIP CUSTOMER SERVICE.

[*]

5.5. SPECIAL CHANGES. (Those taken by phone requiring immediate attention)

[*]

Includes:

- a. All items under "file changes"
- b. "Walk thru" of change to insure immediate input
- c. Temporary credit increases

6. COMPUTER PRINTOUTS.

6.1. NOTICES/LETTERS. Includes:

[*]

- a. Printing of Notice
- b. First printed page and envelope

6.2. ADDITIONAL NOTICE/LETTER PAGES.

[*]

Applies to each printed notice/letter page after the first page of multiple page letters and notices

[*]

6.3. REPORTS. (Paper), Includes:

- a. Cardholder journal
- b. Cardholder posting journal
- c. Cardholder posting summary

* month per Credit Union

7. CREDIT CARD AUTHORIZATION FEE. Fee applies to each Authorization Request

[*]

8. LOST/STOLEN CARD STATUSING.

Includes: Certegy taking call and statusing account

[*]

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9. RETRIEVALS FROM MASTERCARD OR VISA OR LOCAL TO LOCAL.

Both MasterCard and VISA rules require the processor to provide copies of original and microfilm transactions. Certegy's fees for performing those tasks will be in conformance with its published schedule, which is currently:

	Standard Original -----	Electronic Copy -----	Facsimile -----
VISA	[*]	[*]	[*]
MasterCard	[*]	[*]	[*]

10. PREMIER STATEMENT PREPARATION. Includes:

- a. Preparation of cardholder statements monthly
- b. All forms and envelopes for statements
- c. Inserting and handling of statements
[*]
- d. Customization fee (including addition of logos) [*]

11. ADDITIONAL STATEMENT PAGES. [*]

Applies to each printed statement page after the first page of multiple page cardholder statements.

12. SPECIAL INSERTS FOR STATEMENTS. Fee is per insert and includes physical stuffing of promotional pieces with the monthly statement. [*]

13. MESSAGES FOR STATEMENTS. Includes automatic messages for all Credit Unions as well as customized messages. [*]

14. EXTENDED ON-LINE STATEMENT HISTORY. Provides on-line statement history viewing. Fee is per account per month.
[*] [*]

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- 15. ON-LINE SYSTEM ACCESS. ServiceView interface to System [*]
- 16. ON-LINE COLLECTION SYSTEM.
 - 16.1. MONTHLY SERVICE CHARGE. Provides Interface with Collection Management System [*]
 - 16.2. ON-LINE SYSTEM ACCESS COLLECTIONS- Collector View interface to the collection system. [*]
 - 16.3. RECORD RETENTION. Fee is per account per month on the Collection Management System (Credit Union Parameter Driven) [*]
 - 16.4. PER ACCOUNT ACCESS FEE. Per inquiry into the On-Line Collection System [*]
 - 16.5. ON-LINE COLLECTION SYSTEM LETTERS. Fee is per letter, excluding postage/delivery, and includes: [*]
 - a. Standard Letter Services
 - b. Printing of Letters
 - c. First printed page and one envelope
 - 16.6. ADDITIONAL COLLECTION LETTER PAGES. [*]

Applies to each printed collection letter page after the first page of multiple page Collection letter.
- 17. VERIFIED BY VISA AND/OR MasterCard SecureCode.

Includes hosting of enrollment and authentication services, and front-line customer service.

 - a. Visa issuer credit program monthly per bank fee [*]
 - b. MasterCard issuer credit program fee [*]
 - c. Enrolled account hosting and maintenance (per account per month) [*]
 - d. Authentication request (per request) [*]

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18. TRANSACTION LEVEL PROCESSING.

Includes use and maintenance of multiple billing plans at the account level.

- a. Screening (applies to all transactions) [*]
- b. Posting (applies only to transactions which qualify for a transaction level price plan)
[*]

19. CREDIT BUREAU REPORTING. Includes creating tape and forwarding to the Credit Bureaus designated by Credit Union. [*]

* Per month per Credit Bureau per BIN.

20. [*] [*]

21. [*]

SPECIAL.

22. [*]

23. ONE TIME ON-LINE TERMINAL AND COMMUNICATIONS SET UP FEE. (at Credit Union's request) [*]

* Plus out-of-pocket expenses (airfare, accommodations, meals, etc.) to be absorbed by Credit Union.

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24. ON-SITE TRAINING FOR CUSTOMER SERVICE. [*]
(at Credit Union's request)

* Fee plus out-of-pocket expenses (airfare, accommodations, meals, etc.)
to be absorbed by Credit Union.

25. AUDIT CONFIRMATIONS. (excluding postage) Includes:

a. Preparing and mailing audit confirmations upon written request [*]

b. Per account confirmation [*]

* Per Credit Union per audit request

26. STANDARD TAPE. [*]

27. NAME/ADDRESS LABELS. [*]

28. OTHER SPECIAL SERVICES. [*]

PASS THROUGH FEES. (Note: Pass Through Fees are not included in monthly minimum totals.) All fees and fee increases incurred by Certegy for the items listed below, as may be amended from time to time, shall be passed on to Credit Union.

29. E - REPORTS.

a. Implementation Fee [*]

b. Monthly Maintenance [*]

c. Per Page [*]

d. Recreate [*]

30. COURIER. Includes:

a. All cost of courier for delivery of media or reports to and from Credit Union.

b. If U.S. Mail is used, all postage costs are borne by Credit Union.

31. POSTAGE. Includes all first class postage associated with mailing of plastics, statements, notices or other mailings requested by Credit Union. [*]

32. POSTAGE PRE-SORT REBATE (qualifying items) [*]

This is a rebate to Credit Union for current first class mail rate for qualifying statements, as identified by Certegy.

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33. ELECTRONIC WARNING BULLETIN LISTINGS. Includes: [*]
 a. Visa/MasterCard charge for listing on the Electronic Warning
 Bulletin.
 b. Charges for listing in the printed warning bulletin for regions
 outside the U.S.
34. "CALL ME" TRANSACTIONS. Includes the additional authorization referral [*]
calls on questionable sales as requested by non-Certegy card issuers
for which a fee is paid by the non-Certegy card issuer.
35. OTHER MASTERCARD AND VISA FEES, ASSESSMENTS AND OTHER SERVICES. Credit [*]
Union shall be responsible for all MasterCard and VISA fees, dues and
assessments related to the cardholder services provided to the card
issuing members (e.g., "Please Call Fees").
36. FRAME RELAY (ON-LINE CONNECTION TO THE SYSTEM) [*]
37. MANUALS/ CD-ROM. [*]
- OPTIONAL SERVICES
38. SPECIAL PROGRAMMING (PER HOUR RATE). [*]
39. NEURAL NETWORKS. (Optional Service) [*]
 a. Falcon(R)
 b. TRIAD
40. STATEMENT CUSTOMIZATION [*]
41. CARD CARRIER CUSTOMIZATION-Create special template for card carrier [*]

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42. eZCardInfo.com.

eZCardInfo is a service that provides cardholders access to their credit card information via the Internet. Cardholder functionality includes the ability to view account balance, transaction and historical statement information and to pay their monthly credit card invoice on-line.

[*] [*]

[*]

[*]

43. READI REVIEW. (Optional Service)

[*]

Readi-Review(sm) Plus enables the Credit Union to manage credit risk and opportunity within the card portfolio by assigning a Beacon Risk Score and a Credit Grade score to existing card accounts. This information helps Credit Union evaluate and predict future credit performance and predict the likelihood of bankruptcy, charge-off, loan default or serious delinquency. Readi-Review(sm) Plus is available in two options, the Full Portfolio Review analyzes all accounts to determine which accounts meet requirements for additional products, services or credit line changes. The Reissue Review works with other pre-determined reissue criteria to provide a complete picture before the plastic is reissued. Either option - Full or Reissue - provides critical information to manage opportunities and risks within a portfolio.

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44. ULTRAGRAPHICS LOGO SETUP FEE FOR PLASTICS EMBOSSING.

- a. Camera Ready Artwork [*]
- b. Non-camera ready artwork [*]

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SCHEDULE L

SERVICES AND FEES FOR SELF-ADMINISTERED BASE2000 CREDIT CARD PROGRAMS

EFFECTIVE MARCH 1, 2004

(CERTEGY LOGO)

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THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY (I.E., NOT CUMULATIVE).

1. FEES SETTLED DAILY.

1.1 ANNUAL, LATE AND OVERLIMIT FEES, MEMBER PAY INSURANCE AND MEMBER
PAY CARD ENHANCEMENTS. [*]

1.2 PAYMENT RECEIPT - CERTEGY PERFORMS. Certegy performs customer service.

a. ACH [*]

b. Remote Entry [*]

2. SELF-ADMINISTERED FEES.

2.1 TRANSACTION POSTING FEE - "SELF-ADMINISTERED" CREDIT UNIONS. Includes
charge applicable to sales purchases, returns and cash advances for
"Self-Administered" Credit Unions (i.e., Credit Unions which perform
certain credit card processing services themselves, such as Customer
Service, as designated by Certegy.)

[*]

* Fee adjustments for account base levels will be made monthly to be
effective the beginning of the second month following the month being
evaluated. For example, fees that correspond to the actual account base
numbers for January will go into effect on March 1.

2.2 TRANSACTION LEVEL PROCESSING.

Includes use and maintenance of multiple billing plans at the account
level.

a. Screening [*]

b. Posting (applies only to transactions which qualify for a
transaction level price plan) [*]

[*]

2.3 PAYMENTS. Self-Administered Credit Union receives and enters [*]
payments.

Certegy posts those payments to a cardholder account.

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THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY (I.E., NOT CUMULATIVE).

2.4 LOCKBOX PAYMENTS. Certegy processes lockbox payments.

[*]

* Fee adjustments for account base levels will be made monthly to be effective the beginning of the second month following the month being evaluated. For example, fees that correspond to the actual account base numbers for January will go into effect on March 1.

MONTHLY FEES

3. PLASTICS.

3.1 EMBOSSING. (Excluding plastic and postage/delivery). Includes: [*]

- a. Embossing and encoding of plastic
- b. Card Carrier
- c. Envelope
- d. Inserting

3.2 PIN GENERATION-REGULAR. (Excluding postage/delivery). Includes: [*]

- a. Generation of Personal Identification Number ("PIN")
- b. PIN Mailer

3.3 IVR PIN CUSTOMIZATION. [*]

Includes: IVR call

3.4 RETURNED PLASTICS. (Excluding postage/delivery). Includes: [*]

- a. Handling of return mail
- b. Sending mailer, plastic and returned envelope to Credit Union via certified mail.

3.5 SPECIAL REQUESTS. (Excluding postage/delivery). Includes: [*]

- a. All items listed under "Embossing"
- b. Receipt and handling of request
- c. Walk through of plastic to insure 24 hour turnaround on normal business days.

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THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY (I.E., NOT CUMULATIVE).

3.6 CARD ACTIVATION. (Optional Service) The following fee schedule will apply per credit card account issued, reissued or converted to Certegy, whether the card is activated, activation is declined or no activation attempt is made at all:

[*]

4. MASTER FILE MAINTENANCE.

4.1 NEW ACCOUNTS. Includes:

a. Off-Line [*]

(i) Data capture of all new account information from new account form

(ii) Visual verification of all data entered to insure accuracy

b. On-Line - Data capture of all new account information [*]

4.2 FILE CHANGES. Includes:

a. Off-Line [*]

(i) Data capture of all changes to the cardholder accounts from master file change forms

(ii) Visual verification to insure accuracy

b. On-Line - Data capture of all changes to the cardholder accounts [*]

4.3 RECORD RETENTION. [*]

No originals of credit card paper shall be retained by Certegy. Computer storage during all or any portion of a month of each credit card account issued by Credit Union (including charged-off accounts) that appears on Credit Union's master file maintained by Certegy as well as capturing all transactions and reports by either imaging, microfilm or microfiche as determined by Certegy in its sole discretion and retaining for the time period that is required by Visa and MasterCard.

4.4 SPECIAL CHANGES. (Those taken by phone requiring immediate attention). Includes: [*]

a. All items under "file changes"

b. Walk through of change to insure immediate input

c. Temporary credit increases

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THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY (I.E., NOT CUMULATIVE).

5. COMPUTER PRINTOUTS.

5.1 NOTICES. Includes: [*]

- a. Printing of Notice
- b. All forms

5.2 ADDITIONAL NOTICE/LETTER PAGES. [*]

Applies to each printed notice/letter page after the first page of multiple page letters and notices.

5.3 REPORTS. (Paper) Includes: [*]

- a. Cardholder journal MC 101
- b. Cardholder posting journal MC 103
- c. Cardholder posting summary MC 104

* Per month per Credit Union

6. CREDIT CARD AUTHORIZATION FEE. Applies to each Authorization Request.

[*]

7. LOST/STOLEN CARD STATUSING. Includes: Certegy taking call and statusing account [*]

8. RETRIEVALS FROM MASTERCARD OR VISA OR LOCAL TO LOCAL. Both MasterCard and VISA rules require the processor to provide copies of original and microfilm transactions. Certegy's fees for performing those tasks will be in conformance with its published schedule, which is currently,

	Standard Original -----	Electronic/ Copy -----	Facsimile -----
VISA	[*]	[*]	[*]
MasterCard	[*]	[*]	[*]

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- 9. PREMIER STATEMENT PREPARATION. Includes:
 - a. Preparation of cardholder statements monthly
 - b. All forms and envelopes for statements
 - c. Inserting and handling of statements
[*]
 - d. Customization fee (including addition of logos) [*]
- 10. SPECIAL INSERTS FOR STATEMENTS. [*]
Includes physical stuffing of promotional pieces with the monthly statement. [*]
- 11. MESSAGES FOR STATEMENTS. [*]
Includes automatic messages for all Credit Unions as well as customized messages. [*]
- 12. ON-LINE COLLECTION SYSTEM.
 - 12.1 MONTHLY SERVICE CHARGE. [*]
Provides Interface with Collection Management System [*]
 - 12.2 RECORD RETENTION. [*]
Per account per month on the Collection Management System (Credit Union Parameter Driven) [*]
 - 12.3 PER ACCOUNT ACCESS FEE. Per inquiry into the On-Line Collection System [*]
- 13. ON-LINE SYSTEM ACCESS.
 - a. Service View interface to the bankcard system [*]
 - b. CollectorView interface to collection system [*]
- 14. ON-LINE COLLECTION SYSTEM LETTERS.
 - 14.1 ON LINE COLLECTION SYSTEM LETTERS. [*]
 - a. Standard Letter Services
 - b. Custom Letter Services
 - c. Printing of Letters
 - d. All Forms

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14.2 ADDITIONAL PAGES. Applies to each page after the first page of multiple page letters [*]

15. CREDIT BUREAU REPORTING. [*]

Includes creating tape and forwarding to the Credit Bureaus designated by Credit Union. [*]

* Per month per Credit Bureau per prefix.

16. BILLING ERROR AND DISPUTE PROCESSING. (Optional Services)

16.1 CUSTOMER ENTERED CHARGEBACK OR RETRIEVAL VIA ON-LINE ENTRY. [*]

16.2 CERTEGY ENTERED CHARGEBACK OR RETRIEVAL. [*]

16.3 CERTEGY BASIC BILLING ERROR SERVICES.

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

[*]

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

[*]

16.5 CERTEGY FRAUD SERVICES. [*]

Services include recovery of fraudulent transactions, all phases of the chargeback cycle, obtaining affidavits, and providing a close out package to the Credit Union outlining final fraud balance for charge off or insurance claims.

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17. SELF-ADMINISTERED BANK TELEPHONE CUSTOMER SERVICE. (Optional Services)

17.1 AFTER HOURS TELEPHONE CUSTOMER SERVICE. [*]

Includes telephone customer service outside of normal business hours. After hours customer service is provided 5:00 p.m. to 7:00 a.m. Monday through Friday and 7:00 a.m. to 9:00 p.m. Saturday. Closed on Sunday.

17.2 HIGH-VOLUME CARD CUSTOMER SERVICE FEE. [*]

This fee will apply to after hours customer service for any program targeted to a customer segment that generates a high volume of customer service calls (i.e. secured cards, sub-prime or any high fee/low credit line program).

17.3 PREMIUM CUSTOMER SERVICE. [*]

[*]

17.4 VIP CUSTOMER SERVICE. [*]

[*]

18. [*]

SPECIAL

19. CERTEGY INTERNAL CONVERSION FEE. [*]

Applies to projects to convert whole or partial portfolios from other Certegy card platforms to the BASE2000 card platform.

20. [*]

21. ONE-TIME ON-LINE TERMINAL AND COMMUNICATIONS SET UP FEE. [*]

(at Credit Union's request)

* Plus out-of-pocket expenses (airfare, accommodations, meals, etc.)(to be absorbed by Credit Union).

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22. ON-SITE TRAINING FOR CUSTOMER SERVICE. [*]
(at Credit Union's request)
- * Plus out-of-pocket expenses (airfare, accommodations, meals, etc. to be absorbed by Credit Union).
23. AUDIT CONFIRMATIONS. (Excluding postage) Includes:
- a. Preparing and mailing audit confirmations upon written request [*]
b. Per account confirmation [*]
- * Per Credit Union per audit request
24. STANDARD TAPE. [*]
25. NAME/ADDRESS LABELS. [*]
26. OTHER SPECIAL SERVICES. [*]
27. PASS THROUGH FEES. (Note: Pass through fee items are not included in monthly minimum totals.) All fees and increases incurred by Certegy for the items listed below shall be passed on to Credit Union.
- 27.1 COMPUTER REPORTS*. Includes:
- a. Cardholder Package, including cardholder settlement and statistical data as well as statement information [*]
b. Business Card Package [*]
- * Per month per Credit Union BEN/ICA, additional copies at \$0.25 each [*]
- 27.2 COURIER. Includes: [*]
- a. All cost of courier for delivery of media or reports to and from Credit Union.
b. If U.S. Mail is used, all postage costs are borne by Credit Union.
- 27.3 POSTAGE. Includes all first class postage associated with mailing of plastics, statements, notices or other mailings requested by Credit Union. [*]
- 27.4 POSTAGE PRE-SORT REBATE. (Qualifying items) [*]
This is a rebate to Credit Union for current first class mail rate for qualifying statements, as identified by Certegy.
- 27.5 ELECTRONIC WARNING BULLETIN LISTINGS. Includes: [*]
- a. Visa/MasterCard charge for listing on the Electronic Warning Bulletin.
b. Charges for listing in the printed warning bulletin for regions outside the U.S.

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EFFECTIVE MARCH 1, 2004

THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY (I.E., NOT CUMULATIVE).

27.6 "CALL ME" TRANSACTIONS. Includes the additional authorization referral calls on questionable sales as requested by non-Certegy card issuers for which a fee is paid by the non-Certegy card issuer. [*]

27.7 OTHER MASTERCARD AND VISA FEES. ASSESSMENTS AND OTHER SERVICES. [*]

Credit Union shall be responsible for all MasterCard and VISA fees, dues and assessments related to the cardholder services provided to the card issuing members (e.g., "Please Call Fees").

28. AD HOC REPORTING [*]

29. EXTENDED ON-LINE STATEMENT HISTORY.

Provides on-line statement history viewing. Fee is per account per month.

2 months plus current cycle [*]
6 months plus current cycle [*]
12 months plus current cycle [*]

30. NEURAL NETWORKS. (Optional Service) [*]

- a. Falcon(R)
- b. TRIAD

31. INTERFACE TO THIRD PARTY.

Providing a daily transmission of cardholder data to the institution or the institution's authorized processor.

31.1 SIGN-UP FEE.

- a. Direct Connection to Certegy [*]
- b. Connection through processor [*]

31.2 MONTHLY MAINTENANCE FEE.

- a. Direct Connection to Certegy [*]
- b. Connection through processor [*]

31.3 TRANSACTION FEE

Assessed on each posted transaction

[*]

32. FRAME RELAY [*]

CERTEGY CARD SERVICES, INC.
 CARD SERVICES FOR CREDIT UNIONS, INC.
 SCHEDULE L
 SERVICES AND FEES FOR SELF-ADMINISTERED BASE2000 CREDIT CARD PROGRAMS
 EFFECTIVE MARCH 1, 2004

THE FOLLOWING FEES APPLY TO EACH CREDIT UNION SEPARATELY (I.E., NOT CUMULATIVE).

33. E-REPORTS

- a. Implementation Fee [*]
- b. Monthly Maintenance [*]
- c. Per Page [*]
- d. Recreate [*]

34. VERIFIED BY VISA and/or MasterCard SecureCode.

- a. Visa issuer credit program monthly per bank fee [*]
- b. MasterCard issuer credit program fee [*]
- c. Enrolled account hosting and maintenance

Number of Accounts	Fee Per Account
-----	-----
1 - 5,000	\$0.0500
5,001 - 10,000	\$0.0475
10,001 - 25,000	\$0.0425
25,001 - on up	\$0.0375

- d. Authentication request [*]

35. eZCardInfo.com

eZCardInfo is a service that provides cardholders access to their credit card information via the Internet. Cardholder functionality includes the ability to view account balance, transaction and historical statement information and to pay their monthly credit card invoice on-line

- [*] [*]

CERTEGY CARD SERVICES, INC.
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[*]

Administrative Change [*]

Banner Advertisement Add, Change or Delete [*]

36. MANUALS/CD - ROM. [*]

37. READI REVIEW. (Optional Service) [*]

Readi-Review(sm) Plus enables the Credit Union to manage credit risk and opportunity within the card portfolio by assigning a Beacon Risk Score and a Credit Grade score to existing card accounts. This information helps Credit Union evaluate and predict future credit performance and predict the likelihood of bankruptcy, charge-off, loan default or serious delinquency. Readi-Review(sm) Plus is available in two options. The Full Portfolio Review analyzes all accounts to determine which accounts meet requirements for additional products, services or credit line changes. The Reissue Review works with other pre-determined reissue criteria to provide a complete picture before the plastic is reissued. Either option - Full or Reissue - provides critical information to manage opportunities and risks within a portfolio.

38. ULTRAGRAPHICS LOGO SETUP FEE FOR PLASTICS EMBOSSING.

a. Camera Ready Artwork [*]

b. Non-camera ready artwork [*]

CERTIFICATIONS

I, Frank R. Martire, certify that:

1. I have reviewed this report on Form 10-Q/A of Fidelity National Information Services, Inc.; and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: January 13, 2010

By: /s/ FRANK R. MARTIRE

Frank R. Martire
President and Chief Executive Officer

CERTIFICATIONS

I, Michael D. Hayford, certify that:

1. I have reviewed this report on Form 10-Q/A of Fidelity National Information Services, Inc.; and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

Date: January 13, 2010

By: /s/ MICHAEL D. HAYFORD
Michael D. Hayford
Corporate Executive Vice President and Chief
Financial Officer