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**AGREEMENT BETWEEN GLOBAL PAYMENTS SYSTEMS LLC
AND THE FEDERAL BANKING AGENCIES**

WHEREAS, Global Payments Systems LLC, Atlanta, Georgia ("GPS") is an independent data processing servicer providing services, including mission-critical credit card processing services (collectively, "mission-critical services"), through its Westlake, Ohio Division ("GPS-Westlake"), to banks, bank holding companies, savings associations, credit unions, and subsidiaries and affiliates of such institutions (collectively, "financial institutions"), and other customers;

WHEREAS, the Federal Deposit Insurance Corporation, the National Credit Union Administration, the Office of the Comptroller of the Currency, and the Office of Thrift Supervision (the "federal banking agencies") jointly examine the data processing services provided to financial institutions by GPS under the provisions of the Bank Service Company Act ("BSCA"), 12 U.S.C. § 1867(c) and (d), and the Examination Parity and Year 2000 Readiness for Financial Institutions Act ("Examination Parity Act"), 12 U.S.C. §§ 1464(d)(7) and 1786a;

WHEREAS, the federal banking agencies are authorized to enter into this Agreement with GPS pursuant to the BSCA, the Examination Parity Act, and section 8 of the Federal Deposit Insurance Act ("FDIA"), 12 U.S.C. § 1818;

WHEREAS, based on the results of the most recent Year 2000 review, GPS-Westlake has not met the milestone dates and other provisions set forth in the Year 2000 readiness guidelines issued by the Federal Financial Institutions Examination Council ("FFIEC") for the review, renovation, testing, remediation, management, and contingency planning of mission-critical systems, and the federal banking agencies are of the opinion

that this Agreement is necessary to protect the interests of GPS-Westlake's financial institution customers currently using the services provided at GPS-Westlake on the Cardholder Processing System, and all related software and hardware that is being converted to the Cardholder Advantage System (the "Cardholder System");

WHEREAS, the federal banking agencies are taking this enforcement action in order to address the testing and implementation of Year 2000 ready mission-critical services performed by GPS-Westlake's Cardholder System for its financial institution customers and to ensure that GPS-Westlake's financial institution customers that are supervised and/or insured by the federal banking agencies are promptly notified of the Year 2000 readiness of the Cardholder System; and

WHEREAS, on August 19, 1999, the board of directors of GPS, without admitting or denying the findings or opinions of the federal banking agencies set forth above, adopted a resolution authorizing and directing Robert A. Yellowlees to execute this Agreement on behalf of GPS and to consent to each and every provision of this Agreement,

NOW, THEREFORE, GPS and the federal banking agencies agree as follows:

1. GPS shall take such actions as are necessary to ensure that testing of a Year 2000 ready Cardholder System is successfully completed and ready for implementation by its financial institution customers by August 31, 1999. These actions shall include, but not be limited to, individual testing in a fully integrated and forward dated testing environment for transaction, file creation, report generation, submission, and

transmission processes for each financial institution customer using the Cardholder System. For the purposes of this Agreement, "Year 2000 ready" means that the Cardholder System accurately processes, calculates, compares, sequences date and time data from, into, or between the 20th and 21st centuries, and the years 1999 and 2000, and with regard to leap year calculations.

2. In the event GPS fails to successfully complete testing of, and make ready for implementation by its financial institution customers, a Year 2000 ready Cardholder System by August 31, 1999, as required by paragraph 1 above, GPS must:

(a) immediately notify in writing the federal banking agencies and each affected financial institution customer using a non-Year 2000 ready Cardholder System of such event, and

(b) at the request of any affected financial institution customer, provide, within five (5) days of such request, a release of the customer's contractual obligations to and with GPS for mission-critical services using the non-Year 2000 ready Cardholder System, and the waiver of any termination fees, damages, attorneys' fees, indemnity, or any other penalty or legal impediment (but not any of the other contractual rights of GPS, such as fees for services rendered under such contracts prior to termination); and, to the extent that any such financial institution customer makes the above request, GPS shall fully cooperate with and provide transition assistance to that customer, at the customer's expense, including transferring customer data records to another service provider on a prompt and timely basis.

3. Nothing in this Agreement is intended to, nor shall have the effect of, preventing, precluding, or in any way inhibiting any financial institution customer from at any time exercising any rights it may have under the terms of its contract(s) with GPS, including, but not limited to, the exercise of any termination or cancellation provisions of such contract(s).

4. Within five (5) days of the effective date of this Agreement, GPS must:

(a) Notify, in writing, each financial institution customer using a non-Year 2000 ready Cardholder System that the system is not Year 2000 ready. Such notice shall include a copy of this Agreement;

(b) At the request of any financial institution customer, provide a copy of this Agreement; and

(c) Thereafter, update each Cardholder System financial institution customer of its efforts to make the Cardholder System Year 2000 ready.

5. Within five (5) days of the effective date of this Agreement, GPS shall submit to the federal banking agencies' representative set forth in paragraph 9 below, for review and comment, a Project Plan addressing GPS-Westlake's proposed actions to test and implement a Year 2000 ready Cardholder System by August 31, 1999. At a minimum, the Project Plan must address renovation, testing, contingency planning, customer awareness, management oversight, and implementation of the remediated Cardholder System. The Project Plan must provide for retention of a qualified Year 2000

Project Manager and for sufficient human and financial resources to implement the plan. The Project Plan must set forth the key dates for commencement and completion of each phase of the plan, and follow and incorporate the criteria contained in the Interagency Guidelines Establishing Year 2000 Standards for Safety and Soundness, published at 63 *Federal Register* 55480-55489 (October 15, 1998). GPS must promptly implement and adhere to the Project Plan, including key dates.

6. Within five (5) days of the effective date of this Agreement, GPS shall submit for review and comment as part of the Project Plan required by paragraph 5 above, a Year 2000 Remediation Contingency Plan describing the specific actions GPS will take in the event that the Cardholder System is not Year 2000 ready by August 31, 1999. The Year 2000 Remediation Contingency Plan, at a minimum, shall:

(a) identify alternative suppliers and vendors that GPS may rely upon to supply Year 2000 ready services that may be used in place of, and are fully compatible with, the Cardholder System;

(b) outline the circumstances under which GPS will enter into a binding agreement with another data processing servicer to provide Year 2000 ready services that may be used in place of, and are fully compatible with, the Cardholder System; and

(c) establish "trigger dates" and criteria for activating the Year 2000 Remediation Contingency Plan allowing sufficient time to ensure

that full implementation of the plan is completed no later than October 11, 1999.

7. Within five (5) days of the effective date of this Agreement, GPS shall revise and submit for review and comment as a part of the Project Plan required by paragraph 5 above, a Year 2000 Business Resumption Contingency Plan to mitigate operational risks that may be caused by failures of GPS-Westlake's core business processes. The plan shall, at a minimum, address, consider, and include the following:

- (a) the plan's primary objectives, including, but not limited to, minimizing disruptions of service to financial institution customers and the timely resumption of operations;
- (b) specific recovery steps for each core business function and product;
- (c) a method of validating the plan for effectiveness and viability; and
- (d) a requirement for the periodic update of the plan as needs and circumstances warrant.

8. From and after the effective date of this Agreement, GPS shall provide biweekly written reports to the federal banking agencies' representative, set forth in paragraph 9 below, of its efforts to comply with each provision of this Agreement.

9. Communications regarding this Agreement shall be sent to Suellyn Tomay, Global Payment Systems LLC, Four Corporate Square, Atlanta, Georgia 30329-

2010, on behalf of GPS, and Fred Pultz, National Bank Examiner, Office of the Comptroller of the Currency, Arlington Place II, Suite 340, 85 West Algonquin Road, Arlington Heights, IL 60005-4422, on behalf of the federal banking agencies.

10. Each provision of this Agreement shall continue in full force and effect unless or until amended by mutual consent of the parties to the Agreement, or stayed, modified, terminated, or suspended in writing by joint agreement of the federal banking agencies.

11. This Agreement shall become effective as of the date it is executed by all of the federal banking agencies.

12. This Agreement is a "written agreement" for the purposes of section 8 of the FDIA, 12 U.S.C. § 1818 and § 1786(s)(1)(A), and GPS waives the right to challenge the validity of the Agreement under these statutes or any other provision of law.

IN WITNESS WHEREOF, GPS and the federal banking agencies, acting through their duly authorized representatives, have executed this Agreement.

Global Payments Systems LLC

By: RS
Robert A. Yellowlees

Date: Aug 23, 1999

Office of the Comptroller of the
Currency

RS
Leann G. Britton
Senior Deputy Comptroller
for Bank Supervision Operations

Date: 8-24-99

National Credit Union Administration

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David M. Marquis
Director of Examination and Insurance

Date: 8/24/99.

Federal Deposit Insurance Corporation

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James L. Sexton
Director
Division of Supervision

Date: AUGUST 24, 1999

Office of Thrift Supervision

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Richard M. Riccobono
Deputy Director

Date: 8/24/99