

Participation Agreement

In the event that any of the terms or conditions contained in this Agreement are found to conflict with any of the terms or conditions contained in Contract Number PS66495 entered into between the State of New York and Citibank, N.A. pursuant to RFP #22712 for Purchasing and Travel Card Services (the "Contract"), the terms and/or conditions of the Contract shall prevail, in accordance with the order of precedence set forth in Section 2.3.A of the Contract.

Under the terms, the Contract between the State of New York (the "Client") and Citibank, N.A. ("Citibank"), payment for charges made by Cardholders of each Non-State Agency is the responsibility of such Non-State Agency. By signing this Participation Agreement, the Non-State Agency agrees (i) to be bound by the terms and conditions contained in this Participation Agreement and in the Contract, (ii) that the Non-State Agency shall be obligated to comply with all obligations of the Client under the Contract which relate to the Card Services provided by Citibank to the Non-State Agency, and (iii) that all rights of Citibank under the Contract which relate to Card Services provided by Citibank may be exercised by Citibank against the Non-State Agency in respect of the Non-State Agency's participation in the commercial card program provided by Citibank under the Contract. Capitalized terms used but not defined in this document shall have the respective meanings assigned to such terms in the Contract.

Notwithstanding anything to the contrary in this Participation Agreement or in the Contract, payment for all charges made by Cardholders of the undersigned Non-State Agency shall solely be the responsibility of such Non-State Agency. The undersigned Non-State Agency agrees to the methodology for rebate calculation and terms for rebate payment, as appropriate, as set forth in the Contract.

Before the Non-State Agency may have access to the services under the Contract and have Cards issued to its employees or other authorized Cardholders, Citibank must first perform a risk assessment and credit evaluation of the Non-State Agency. Acceptance into the Program is contingent upon Citibank being satisfied, in its discretion, with such risk assessment and credit evaluation. The documentation required to be submitted for this assessment includes:

1. Audited financial statements for the past two (2) years to initiate the credit evaluation.
Note: Soft copies via PDF are preferred method of delivery and can be sent via e-mail to james.d.lapointe@citi.com
2. A statement giving the Non-State Agency's full legal name and Federal Tax ID and primary type of business or governmental entity
3. A fully completed and signed copy of the request form on Exhibit A to this document (the "Request Form")
4. A fully executed, signed and notarized copy of the Certification of Authority to Sign on behalf of the named Non-State Agency (Exhibit B to this document).

Documents are to be forwarded to:
Jennifer Tanseco
Relationship Manager, Public Sector, Citi Corporate & Investment
Bank 388 Greenwich St, 36th Fl, New York, NY 10013
Office: 212-816-5493 Cell: 973-220-4293
[Email: jennifer.c.tanseco@citi.com](mailto:jennifer.c.tanseco@citi.com)

Upon a positive completion of the risk assessment and credit evaluation, Citibank will contact the Non-State Agency via e-mail to initiate the completion of several additional forms, including, but not limited to: the form establishing the Non-State Agency's Program Administrator (PA); hierarchy forms establishing hierarchies for administrative and reporting purposes; and, depending on the number of Cardholders and types of Accounts to be requested, auto-enroll forms.

Please Note: Signing the Request Form and establishing a Commercial Card Program binds the Non-State Agency to the terms and conditions of the Contract and this Participation Agreement, and obligates the Non-State Agency to pay all charges made by Cardholders of the Non-State Agency.

Except as provided in this Participation Agreement or in the Contract, this Participation Agreement shall remain in full force and effect from April 7, 2014 and shall continue thereafter until terminated by either the Non-State Agency or Citibank in accordance with the Contract upon ninety (90) days' prior written notice to the other party. Upon the termination of this Participation Agreement for any reason, all Accounts shall be deemed canceled effective upon termination and all outstanding amounts owed in connection with the Accounts shall be deemed immediately due and payable.

The Non-State Agency acknowledges and agrees that the terms of the Contract may be modified by Citibank and Client from time to time, and in such event, the Non-State Agency will be bound by the Contract, as modified.

All notices from Citibank to the Non-State Agency shall be sent by Citibank to the Non-State Agency at the contact information set forth in the Request Form, unless another address is designated by the Non-State Agency in writing. All notices from the Non-State Agency to Citibank shall be sent by the Non-State Agency to Citibank at the contact information set forth in the Request Form, unless another address is designated by Citibank in writing.

The invalidity or unenforceability of any one or more provisions, sentences, clauses, sections or paragraphs in this Participation Agreement shall not affect the validity or enforceability of the remaining portions of this Participation Agreement or any part hereof. If any provision (or portion thereof) of this Participation Agreement is found to be invalid or unenforceable, such provision (or portion thereof) shall be amended to be construed as nearly as possible to reflect the original intent of the parties, and the remaining portions of this Participation Agreement shall remain in full force and effect in accordance with their terms.

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EXHIBIT A

Non-State Agency's Program Request Form

Reference is made to that certain Contract Number PS66495 entered into between the State of New York and Citibank, N.A. pursuant to RFP #22712 for Purchasing and Travel Card Services (as may be amended from time to time, the "Contract") between the State of New York (the "Client") and Citibank, N.A. ("Citibank"). Capitalized terms used but not defined in this document shall have the respective meanings assigned to such terms in the Contract. Under the terms of the Contract, Non-State Agencies are permitted to participate in the Program provided for under the Contract. Payment for charges made by Cardholders of the Non-State Agencies are solely the responsibility of the Non-State Agency. The undersigned Non-State Agency agrees that it is hereby bound by and subject to the terms and conditions set forth in the Contract.

Non-State Agency Legal Name: _____

Non-State Agency Street Address: _____

Non-State Agency Federal Tax ID: _____

Non-State Agency Contact: _____

Contact E-mail Address: _____

Contact Telephone Number: _____

Program Type: Purchasing Card/T&E Card (circle all that are applicable)

Estimated Annual Spend for Purchasing Card: _____

Estimated Annual Spend for T&E Card: _____

Estimated Number of Purchasing Cards: _____

Estimated Number of T&E Cards: _____

INTENDING TO BE LEGALLY BOUND, and in exchange of good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto have entered into this Participation Agreement as of the last date set forth below.

AGREED TO AND ACCEPTED BY:

Signature: _____

Name of Non-State Agency: _____

Name/Title: _____

Date: _____

Contact Information for Notices: _____

Attention: _____

CITIBANK, N.A.

Signature: _____

Name/Title: _____

Date: _____

Contact Information for Notices:

Jennifer Tanseco

Relationship Manager, Public Sector

Citi Corporate & Investment Bank

388 Greenwich St, 36th Floor

New York, NY 10013

Office: 212-816-5493

Cell: 973-220-4293

Email: Jennifer.c.tanseco@citi.com



Treasury and Trade Solutions

EXHIBIT B

Certification of Authority to Sign

Reference is made to that certain Contract Number PS66495 entered into between the State of New York and Citibank, N.A. pursuant to RFP #22712 for Purchasing and Travel Card Services (as may be amended from time to time, the "Contract") between the State of New York (the "Client") and Citibank, N.A. ("Citibank"), and the Request Form executed by the Non-State Agency named below ("Non-State Agency") in connection with same. Capitalized terms used but not defined in this document shall have the respective meanings assigned to such terms in the Contract. The Request Form used to initiate use of the Program by the Non-State Agency must be fully and properly executed by an authorized officer or other executive of the Non-State Agency who is authorized to bind the Non-State Agency contractually.

The authorized individual that signs the Request Form must also sign this document certifying his or her authority to so sign the Request Form.

CERTIFICATION:

The undersigned, personally and on behalf of the Non-State Agency identified above, does hereby state and certify to the Client and Citibank that he or she possesses the express authority to sign the Request Form on behalf of the named Non-State Agency and to contractually bind the Non-State Agency to the terms of the Participation Agreement and Contract.

Form with fields: Name of Non-State Agency, Signature, Address, Typed or Printed Copy of Signature, City, Client, Zip, Title

ACKNOWLEDGMENT section with fields for State, County, date, and Notary Public signature line.