

WELCOME TO THE PRESTIGE PREPAID MASTERCARD®

Prestige 7C

Prepared for Marin County

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Launch Procedure

1. Facility completes the Prestige Enrollment Packet and submits it via email (corrections@numifinancial.com) or fax (760-268-0855).
2. Facility completes the Acknowledgment form and submits it via email (corrections@numifinancial.com) or fax (760-268-0855).
3. Launch Packet, specific to facility's program, is delivered to facility contact from Numi.
4. ACH Test is performed by Numi Financial (\$0.01 is credited and debited).
5. Delivery of Card inventory and ancillary material.
6. Software update or install is scheduled and completed by provider.
 - a. *If applicable, a Card Reader will be delivered to the facility by the service provider.
7. Product training with Numi Financial is scheduled and completed.
8. Card loading begins.

NOTE: Once your Prestige Enrollment Packet is received by Numi Financial, please allow at least 21 days for the entire enrollment process to be completed.

ACH Procedure

ACH Schedule: Card Funding, ACH Initiating, and ACH Clearing

Card Load Dates & Times	Day Numi Financial Initiates ACH	Day ACH Clears Facility's Bank
Thursday 18:00 CST thru Sunday 17:59 CST "Friday, Saturday & Sunday"	Monday	Wednesday
Sunday 18:00 CST thru Monday 17:59 CST "Monday"	Tuesday	Thursday
Monday 18:00 CST thru Tuesday 17:59 CST "Tuesday"	Wednesday	Friday
Tuesday 18:00 CST thru Wednesday 17:59 CST "Wednesday"	Thursday	Monday
Wednesday 18:00 CST thru Thursday 17:50 CST "Thursday"	Friday	Tuesday
Any banking holidays will be included in the batch for the following regular business day. ACH processing is only done Mondays thru Fridays.		

An ACH summary will be emailed to the program and accounting contact at the facility. Numi Financial will ACH only the net amount of your loads (loads minus unloads). If the value of unloads ever exceeds the value of loads for an ACH time period, Numi Financial can issue a credit memo and return funds to the facility's inmate account.

Card Inventory

Card inventory will be monitored and delivered to your facility as needed by Numi Financial.

A Cardholder Agreement and other documents that we provide to you contain important terms and conditions that must be given to each cardholder when you hand over a loaded Card.

Your initial card shipment will be sent to the contact person listed in your Prestige Enrollment Packet. All subsequent shipments will help keep your facility at a 4-week inventory level based on your average weekly activations.

Please contact your Numi Financial Account Manager for special inventory requests. Allow up to 2 weeks to process such requests.

Card Security

You must keep card inventory in a secure manner at all times and comply with MasterCard guidelines regarding Card storage.

Each Card that is activated by an administrator at your facility is loaded with funds immediately. MasterCard and industry guidelines are in place to maintain the integrity of this process. This means that the activation process is monitored as a 'live' event by Numi Financial and its card processor.

Card Details

A PIN will automatically be set for each activated Prestige Prepaid MasterCard. Details will be covered in your training. The “grace period” for this program is 5 days.

Administrative Fees	RC PRESTIGE RBTIC
Grace Period (days) for service fee	5 Calendar Days
Monthly Account Maintenance	\$5.95
Card Balance Refund/Liquidity Options (Opt-Out)	1) Cash Advance at a bank that accepts MasterCard. (Free) 2) Online Transfer to their bank account by visiting the website on the back of their card. (Free) 3) Check Request - Free if card has not been used AND within 5 day grace period. Otherwise \$9.95. Offer Forefront or Check.
Replacement Card	
PIN Change – after PIN is reset to last 4, transfer the customer to IVR to set their own PIN.	1-800-384-0709 1-855-398-1298 (English) 1-855-398-1374 (Spanish)
Fraud and Disputes	
Spending and Getting Cash	
Paper Statement	No Fee
Online Statement	No Fee
PIN POS Purchase	No Fee
PIN POS Purchase - International	No Fee
POS Signature	No Fee
POS Signature - International	No Fee
Decline of Transaction	\$0.95
Decline of Transaction - International	\$0.95
ATM (MoneyPass) (Surcharge FREE ATM)	NO
ATM	\$2.95 - Additional ATM surcharge fee may apply.
ATM-International	\$4.95 - Additional ATM surcharge fee may apply.
ATM-Balance Inquiry	\$1.50
ATM-Balance Inquiry International	\$1.50
Declined ATM Transaction	\$1.95
Cash Back at POS	No Fee
Card to Bank Funds Sharing	No Fee
Bank Over the Counter Withdrawal (Cash Advance)	No Fee
Card to Card Transfer	n/a
Foreign Transaction Fee	3%
Stop Payment Fee for ACH Debit/Preauthorized Payment Transactions	n/a
ACH Debit/Preauthorized Payment Transaction Decline Fee	n/a
Bill Pay	n/a
Direct Deposit	n/a
Customer Service	
Automated Customer Service (VRU) - Cost per call	No Fee
Automated Customer Service (VRU) - Number Free per month	n/a
Live Customer Service - Cost per call	No Fee
Live Customer Service - Number Free per month	n/a

System Maintenance

On a weekly basis, there will be maintenance windows where Numi and/or our processing partners will be updating our respective systems. It is possible you may experience intermittent service during these windows. We encourage you to continue loading cards. If you experience issues, please wait a few minutes and try again. Normal operations should resume after the close of the maintenance windows.

Numi has a standing maintenance window on Wednesdays from 10 PM to 12AM CT. Additionally FIS, our processor, has a standing maintenance window on Sundays from 2AM to 6AM CT.

If you experience issues outside of the maintenance window, please call our Jail Support Hotline (888) 232-0898 or e-mail us at JailSupport@numifinancial.com.

Program Contacts

Cardholder Support

- (800) 384-0709
- Phone number provided on back of card and on wallet cards
- 24 / 7 coverage
- “Lost and Stolen” Support

Program Support

- Jail Administrator Hotline: (888) 232-0898
- 24 / 7 coverage
- Email: JailSupport@numifinancial.com

THE PRESTIGE PREPAID MASTERCARD®

GOOD TO KNOW...

The Prestige Prepaid MasterCard provided by Numi Financial replaces most paper checks released inmates receive for their remaining commissary account balance. It can also be used to return phone balances. You should issue the Prestige Prepaid MasterCard ONLY when a person is being released and NOT when they are transferred to another facility, on work release, Trustees, or expense management.

Any specific questions about the loading of a Card through your software should be directed to your software administrator. Any questions or concerns about the card product should be directed to the Numi Financial Jail Administrator Hotline (888-232-0898/JailSupport@NumiFinancial.com).

After you load an inmate's remaining commissary account balance onto a card, the funds are available for use immediately. The Facility's Bank Account will receive an ACH transfer for the loaded funds the next business day (please see the ACH Schedule for specific date and times).

Without prior written authorization from Numi Financial, you are not allowed to issue more than one card to an individual. The maximum amount you can load onto a card is \$9,500.

When you hand over a loaded card, you must also provide the Cardholder Agreement and other documents that we provide to you that contain important terms and conditions regarding the use of the Card.

The PIN set for each Prestige Prepaid MasterCard will be either MM/DD of the cardholder's birthday, or the last four digits of the card number. Refer to future correspondence and training material, for determination of what the PIN will be at your facility. Please communicate the PIN to the released inmate so they can perform PIN based transactions and access ATMs.

Your card inventory will be automatically replenished. However, more cards can be ordered by e-mailing corrections@numifinancial.com.

Cardholder FAQ

How do I transfer funds off of my card without fees?

Depending on the program, you have the option to remove funds via a check request, Bank Teller Bank Over The Counter Withdrawal, or online Card to Account transfer. Please refer to the sticker on your card for more information specific to your card program.

Do I have to activate the card?

No, the card is already active with your funds loaded.

Can I withdraw my money from an ATM?

Yes, you can withdraw up to \$1000 per transaction per day, but please note that some ATMs only allow you to withdraw up to \$400 per day. There is a transaction fee for using an ATM and the ATM Machine may charge you an additional fee for its service. Please refer to the Cardholder Agreement for specific fees.

Can I use my card to make purchases?

Yes, your prepaid card can be used everywhere Debit MasterCard is accepted. You can select Credit or Debit at the register. A Credit transaction requires your signature, but may result in a pre-authorization hold on your funds larger than the actual transaction amount. A Debit transaction does not typically have a pre-authorization hold but requires you to enter your PIN.

How do I get Cash Back at a register?

If the merchant offers cash back at their register, select Debit when using your card. You are required to enter your PIN to complete the transaction.

Can I use my card to pay at the gas pump?

Numi Financial recommends that you Do Not swipe your card at a gas pump. It is recommended that you enter the gas station and ask the attendant to charge your card the exact dollar amount of gas you want to pump. Paying at the pump will cause a pre-authorization hold of funds on your card, securing anywhere from \$75.00 - \$100.00 of your balance. Those funds will remain pending and unavailable to you until the gas station settles your actual purchase which may take several business days.

Why are my transactions failing?

Most transactions fail because the PIN entered was invalid. Please check to make sure you are entering the right PIN. Other transactions fail because the remaining balance on your card may not cover the cost of the transaction. You will need to lower the purchase amount. A transaction may also fail because the card was processed as Credit which resulted in an attempt by the merchant to do a large pre-authorization hold that exceeds your balance. Please try the transaction again by processing the card as Debit and entering your PIN.

How do I perform a Bank Over The Counter Withdrawal?

Ask a bank teller inside a bank to perform a Bank Over The Counter Withdrawal against the card. Please refer to the Cardholder Agreement for specific fee amount.

How do I check my balance?

- Phone: call the customer service number on the back of your card for 24/7 Automated Account Information. You must know your full card number and the CVC Code which is the 3 digit code stamped on the back of the card in the signature box.
- Online: set up your account online and get access to your balance and all of your transaction history for free. Refer to the website on the back of your card.

What do I do if I have a question about my card?

Please call the customer service number listed on the back of your card. Live Operators are available 24 / 7 to assist. (Fees may apply)

What do I do if my card is lost or stolen?

Immediately call the customer service number listed on the back of your card and select the option to "report your card lost or stolen" and have a Live Operator freeze your funds.

Fees may apply to the transactions or items referenced above, which are set forth in the Cardholder Agreement.



NUMI FINANCIAL

PRESTIGE PREPAID MASTERCARD® PROGRAM

FACILITY ENROLLMENT PACKET

Thank you for your interest in the Numi Financial ("NUMI") Prestige Prepaid MasterCard Program.

Please complete the attached forms to enroll in the Prestige Prepaid MasterCard Program. This enables you to use your existing accounting software provided by: Keefe

(hereinafter referred to as "Company," if applicable)

Please note that NUMI will need up to three weeks after receipt of this enrollment packet to establish your Prestige Prepaid MasterCard Program.

FACILITY INFORMATION

Facility Name Marin County Jail

Shipping Address 13 Peter Behr Drive

City San Rafael State CA Zip 94903

Facility Telephone 415-499-6655 Tax ID/EIN [REDACTED]

Contact Person Donna McLeran Contact Person's Telephone 415-473-7268

E-mail d_mcleran@marinsheriff.org

of Facility Beds 325 Estimated # of Monthly Releases 250

Estimated Minimum Disbursement per card (\$0.01) \$0.01

Estimated Maximum Disbursement per card (\$9,500.00) \$9,500.00

Estimated # of inmates transferred to other facilities per month 25 - 30

BANK INFORMATION

Bank Name Westamerica Bank

Address 1108 Fifth Avenue

City San Rafael State CA Zip 94901

Telephone (415) 257-8057

Routing Number [REDACTED] Account Number [REDACTED]

Is this an Inmate Fund Account Only? (circle one) Yes No

Requested Start Date 07/01/2019

ORDER ACKNOWLEDGEMENT AND PROCESSING

Your order will be processed based upon receipt and processing of the Facility Enrollment Forms and the Facility Acknowledgement and in accordance with your requested start date.

These are the action items necessary to begin transacting:

1. Enrollment documentation completed and submitted to NUMI
2. Verification of the bank information by NF for card funding; please attach the enclosed Authorization Agreement for ACH Debits from your bank for ACH transmittal.
3. Software upgrade and training, if necessary
4. Testing of Static IP Address
5. Receipt of inventory and informational handouts
6. Successful completion of ACH test transactions

STATIC IP ADDRESS(ES)

Please provide the Facility's Static IP Address(es) (*Each terminal performing debit card loads must have internet connection through this static IP address):

[REDACTED]

TRAINING AND SUPPORT

The Prestige Prepaid MasterCard Program allows for the replacement of most inmate release checks with a Prestige Prepaid MasterCard. Your existing software may be configured by Company to load these debit cards. The Company will provide additional training or support for your software. NF will always provide product support for the Cards.

RULES AND OBLIGATIONS

The Prestige Prepaid MasterCard Program is a prepaid MasterCard card and as such is governed by both the MasterCard rules regarding the funding and distribution of these cards and Federal banking regulations concerning the same. As such your Facility is responsible for the following duties:

- Accepting card stock and storing in a secured area with limited, controlled, and monitored access.
- Maintaining inventory control of card stock such that the Facility may provide a report of inventory on hand at any time upon written request by NUMI.

CARD FUNDING

- Facility must provide NUMI with the Facility's bank account information and authorization for NF to ACH funds on a daily basis to cover the previous day's card loading activity.
- Facility must ensure that there are adequate funds available in the designated bank account to cover the Facility's daily loading activity.

NOTE: Failure to have adequate funds available in the designated bank account such that NUMI's daily ACH request is rejected by your bank shall give NUMI the unilateral right to suspend or terminate the Prestige Prepaid MasterCard Program at your Facility.

AUTHORIZATION AGREEMENT FOR ACH DEBITS

Facility Name Marin County Jail

I hereby authorize Numi Financial to initiate a DAILY ACH debit entry for the entire balance of all daily Prestige Card Load activity at our Facility. The ACH shall be from the bank account below.

Financial Institution Name Westamerica Bank

Routing Transit Number (RTN) [REDACTED]

Account Number [REDACTED]

BANK VERIFICATION

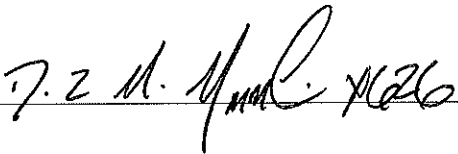
I assert that as the authorized signer, I have notified the banking institution regarding ACH permission.

I have informed Akiko Nagayama (bank representative) in writing about this process. I acknowledge that the origination of ACH transactions from my account must comply with the provisions of U.S. law.

This authorization is to remain in full force and effect until Numi Financial has received written notification from the Facility of its termination, in such time and in such manner as to afford them a reasonable opportunity to act on it.

Facility Name Marin County Jail

Authorized Signor Name Domenick Yazzolino

Authorized Signature 

Title Sheriff's Sergeant

Date 5/29/19

FACILITY ACKNOWLEDGMENT

By signing this Facility Acknowledgment or activating a Numi Prepaid Mastercard® card on behalf of a consumer, Facility hereby acknowledges and agrees to comply with the terms and conditions contained in this Facility Acknowledgment.

PURPOSE is to ensure the Card Program is distributed and administered in a manner that complies with the Financial Regulations. Capitalized terms used but not defined herein have the meaning set forth in the section of this Acknowledgment entitled "Definitions".

APPLICABILITY is to Facility, and all Facility's personnel, contractors, and agents that administer the Card Program for or on behalf of Facility.

BACKGROUND. By participating in the Card Program, Facility will be able to return inmate trust funds and other property to persons released from incarceration through the use of prepaid Network Branded (Mastercard/VISA) cards. Numi is required to ensure that all people and entities providing Cards or participating in the Card Program comply with the Financial Regulations. If the Facility wishes to participate in the Card Program, this Acknowledgment establishes the requirements and standards applicable to Facility in participating in the Card Program. Facility acknowledges that Numi has made alternative terms and conditions applicable to the Card Program available to Facility, including alternatives that involve Facility subsidizing all of or a portion of the total cost of the Card Program such that the Cardholders are charged minimal, if any, fees, and that Facility has chosen a Card Program with full knowledge of the alternatives.

MANDATORY CARD DISTRIBUTION GUIDELINES & PROCEDURES.

Operating Guidelines. Numi accepts Facility as an independent distributor of the Cards subject to the terms and conditions of this Acknowledgment. Facility will comply with applicable Financial Regulations, including but not limited to regulations set forth by the Office of Foreign Assets Control (OFAC). Facility will cooperate with Numi to the extent necessary in order to ensure continued compliance with the Financial Regulations. Facility acknowledges that Financial Regulations are subject to change, and should a material change to these regulations occur, Numi will notify Facility of that change and Facility will comply with the Financial Regulations, as changed.

Signature Receipts. Facility must have all inmates sign for their Card along with the Terms and Conditions, which must always accompany the Card, upon release. Facility must implement signature receipt as part of the process and incorporate through their Banking Software Providers or as part of their booking / release process when releasing inmates with their Card. If IT cannot accommodate or implement as part of the process, Facility can i) Contact your Software Provider as they might be able to provide for you ii) Facility can implement and execute on their own as long as they are adhering to policy and are able to provide Numi with a copy of the signed Signature Receipt upon request. The Signature Receipt must contain the following language or language similar to the bolded language outlined here: ***"I understand and agree that I have received my funds on a Prepaid Debit Card and have also received the Cardholder Agreement containing the terms of use for the Prepaid Debit Card. I understand that use of this Card constitutes acceptance of all the terms and conditions set forth in the Cardholder Agreement and that I can immediately remove my funds from the Prepaid Debit Card without charge as written in the Cardholder Agreement."*** Numi may request Signature Receipts from Facility at any point in time for proof of inmate release signatures. This policy is being instituted for legal coverage for both the Facility and Numi.

Mailing Cards. Treat activated Cards like cash. DO NOT mail activated cards. This is for your protection. Mailing activated Cards puts Facility and recipients at risk for potential fraud and security issues. Numi will not be responsible for any fraudulent activity or security issues as a result of mailing activated Cards. If Facility would like to mail Cards, please contact Numi directly to learn about our safe and compliant distribution options.

Load Limits. The Card Program allows Facility to disburse up to a total of \$9,500 per Cardholder in inmate trust funds upon the inmate's release from the Facility.

ODFI. Facility authorizes the Originating Depository Financial Institution (ODFI) designated by Numi on behalf of Issuing Bank to initiate a DAILY ACH debit entry for the entire balance of all daily Card load activity by Facility. The daily ACH will be debited from the bank account provided or designated by Facility in the separate ACH agreement between Numi and Facility.

Card Registration. When disbursing funds using Cards, Facility will collect and submit to Numi at least the following information:

- (a) Cardholder's full name and date of birth (required to be collected for all Cards);
- (b) Upon Numi's request, the Cardholder's Social Security Number and address may be required for disbursements in excess of \$5,000.

Facility will also collect and submit such additional information that Numi requires from time to time in order to ensure compliance with Financial Regulations.

Delivery of Terms & Conditions to Each Cardholder. Facility must distribute the Cardholder Terms and Conditions, and other supporting documentation required by Numi to every Cardholder immediately prior to Cardholder's release from Facility. Numi will provide to Facility written procedures and/or training materials regarding the distribution of the Cardholder Terms and Conditions and supporting documentation, and Facility will abide by such procedures to ensure that these materials are provided to the Cardholders as required. If required by Numi, the Facility will obtain the inmate's signature on supporting documentation and provide it to Numi upon request.

Card Ordering. Numi and Facility will be responsible for providing Card inventory, replenishment of Card inventory, and securing Card deliveries, such that there is always at least one week of estimated Card requirements on hand at each Facility location, based on a 90 day trailing activation rate.

Numi reserves the right to not deliver any additional Cards to Facility, and to cancel or lock any and all Cards at Facility, if Facility (i) fails to make any payment pursuant to the Card Program, including but not limited to reimbursing Issuing Bank for inmate funds loaded onto Cards, or (ii) otherwise fails to comply with the terms and conditions of this Acknowledgment.

Numi will periodically ship Cards to Facility's designated locations. Card orders must be signed for upon arrival. The Cards are financial instruments and, as such, Facility must utilize a reasonable standard of care to ensure that the Cards are placed at the time of receipt in a secure storage area and that proper physical and procedural security policies are implemented and followed to ensure the tracking and monitoring of the Cards.

Card Security. The Cards must be handled by Facility in accordance with security requirements established by Financial Regulations, including policies and guidelines of Mastercard®, the Issuing Bank, and industry best practices. These security requirements are incorporated into this Acknowledgment by reference and must be implemented by Facility at all locations that store and distribute the Cards.

System Security. Neither party will transmit or disseminate to the other party, the other party's service providers, or their respective networks or systems any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines (collectively, "Viruses") that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information. Each party will use then-current industry standard security and antivirus tools to detect and eliminate Viruses.

Card Inventory. Facility will maintain physical security of the Cards at all times. Facility will store the Cards in a controlled environment, such as a safe or locked storage device, with access limited to employees who have successfully passed background screening checks. Card inventory is subject to audit by Numi or the Issuing Bank with at least 10 days advance notice. Facility will deliver a completed certified inventory report to Numi at least once per year, or any time upon Numi's request, that accounts for all Cards. Facility will maintain an inventory log of the number of Cards spoiled (e.g. cards that cannot be used due to damage, tampering or expiration). Facility will promptly report any inventory discrepancy to Numi via an electronic mail communication to corrections@numifinancial.com or by contacting Numi at 760-444-5525. Facility will produce any of the above-mentioned documentation upon Numi's request at any time during the audit.

Reimbursement of Loaded Funds. Facility, or Facility's assigned Fiduciary Banking Agent, must ensure that there are adequate funds available and accessible to Issuing Bank to cover the Facility's daily Card loading activity. If Facility chooses to have the obligations of this section performed by a Fiduciary Banking Agent, both the Facility and the Fiduciary Banking Agent must execute a copy of this Acknowledgment with Numi. In addition, Facility, or Facility's Fiduciary Banking Agent, must execute the separate ACH authorization agreement. The ACH authorization will remain in full force and effect until Numi receives written notice of termination as required in this Acknowledgment. Upon receipt of the notice of termination, Numi will inform the Issuing Bank that is performing the ACH activities of such termination. Facility understands that the unsuccessful collection of funds by Issuing Bank will result in the immediate suspension of the Card Program at Facility upon notice by Numi of the breach of this funding obligation, and Numi will have the unilateral right to suspend or terminate the Card Program at the Facility. The Facility, or Facility's assigned Fiduciary Banking Agent, agrees it will not initiate a return or stop pay, with their bank, for any ACH settlement item for the Card loading activity. If the Facility or Facility's assigned Fiduciary Banking Agent has any issues, objections or discrepancies regarding the amounts of the ACH items, the Facility should contact Numi directly to resolve.

Card Return or Destruction. Numi may request the return of unused Cards in inventory for destruction for reasons including, but not limited to, the following:

- (a) Cards are compromised or tampered with;
- (b) Card stock expired;
- (c) Cards are damaged or defective; or
- (d) Card Program is terminated

Upon receipt of a request from Numi, Facility will securely package any Cards to be returned and will include a completed inventory log with the shipment.

Alternatively, at the direction of Numi, Facility may destroy any defective or damaged Cards, and certify their destruction by any method specified in the Mastercard® guidelines (currently available at <http://www.Mastercard.us/terms-of-use.html>). A template for certifying the Card's destruction is available upon request by electronic mail to compliance@numifinancial.com, or by contacting Numi at 760-444-5525.

Unauthorized Facility Activities. Numi has the unilateral right to suspend or terminate the Card Program if the Facility fails to properly store, register, or activate the Cards, deliver the Cardholder Terms and Conditions and/or supporting documentation required by Numi with the Cards, or otherwise comply with the Financial Regulations or the requirements in this Acknowledgment. If Numi determines such a failure exists, Numi will notify Facility in writing, and, if reasonably capable of being corrected, Facility will have 3 business days after the receipt of notification to correct the failure before Numi terminates the Card Program, unless elsewhere in this Acknowledgment, Numi has the right to terminate or suspend immediately.

Designated Card Program Use. In addition to inmate release Card programs, Numi provides Card programs designed for specific applications such as inmate transfers to ICE, trust fund disbursements to Friends and Family, Work Release programs, and for other agency disbursement activities. Use of the inmate release Card program for its unintended purpose is a violation of this agreement. Please contact Numi if you are interested in using any of Numi's additional Card programs as listed above.

Training. Facility, with the assistance of Numi as needed, will provide sufficient training for all employees, representatives, contractors or other individuals conducting the Card Program to ensure compliance with the Financial Regulations and this Acknowledgment.

Customer Service. Numi is responsible for providing customer service for issues related to the Card Program to both Facility and the Cardholders. Facility will cooperate with Numi in providing customer service to Cardholders and will provide such information and documents in Facility's possession or control that Numi reasonably requests from time to time in connection with providing customer service to Cardholders.

Facility understands and acknowledges that Numi's Card Program is a complex combination of hardware and software that is hosted by and interfaced with other service providers, as such, operational failures, malfunctions and other errors may occur resulting in, among other things, Card access denials and/or delays, and periods of suspended service to Facility and Cardholders. Facility will notify Numi and/or

terminal software provider of Card Program related operational issues immediately, and Numi will use commercially reasonable efforts to minimize such issues.

GENERAL PROVISIONS.

Press Releases/Publicity. Numi and Facility each agree not to issue any press release or public statements regarding Facility's participation in the Card Program without the other's prior consent.

Advertising and Marketing Materials. Facility will only use Program Materials provided by Numi in connection with its conduct of the Card Program. Facility will not alter or modify any Program Materials without the express prior written consent of Numi.

Confidentiality. Facility agrees to keep all information about the Card Program, the Cards and the Cardholders accessed, obtained or collected in connection with the Card Program (the "Information") confidential at all times except as required by law. In addition, Facility may not use or disclose the Information except to conduct the Card Program and to disclose the Information to those of its directors, officers, agents, and employees who have a reasonable need to know it in order to conduct the Card Program. Prior to disclosing this Information, however, Facility will inform the person to receive the Information of its confidential nature and the obligations of nondisclosure and confidentiality as defined herein and Facility will be responsible for any breach of such obligations by such person. Facility acknowledges that it is not authorized to retain any Information. The foregoing does not apply to information that Facility accesses or receives exclusively in the ordinary course of its business of operating a jail, detention center, or correctional institution.

Subject to all applicable State and Federal banking regulations and except to the extent as required by law, subpoena, or court order, Numi shall keep all personally identifiable information about the Cardholders obtained or collected in connection with the Card Program (the "Personally Identifiable Information") confidential at all times.

Term of Non-Disclosure Obligation. The obligations of nondisclosure and confidentiality undertaken herein will continue for as long as Facility wishes to utilize Numi products for any purpose, or longer if required by Financial Regulations.

Mutual Indemnification. Facility agrees to the fullest extent of the law that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence or breach of this Acknowledgment by Numi, Facility will indemnify and hold harmless Numi, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the negligent acts or omissions, Card and/or Card Program misuse, and/or theft, or from breach of this Acknowledgment by Facility, Facility's personnel, or third parties under the direction or control of Facility, and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in this paragraph and to bear all other costs and expenses related thereto.

Numi agrees to the fullest extent of the law that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence or breach of this Acknowledgment by Facility, Numi will indemnify and hold harmless the Facility, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the negligent acts or omissions or breach of this Acknowledgment by Numi, Numi's personnel or third parties under the direction or control of Numi, and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in this paragraph and to bear all other costs and expenses related thereto.

Termination. This Acknowledgment may be terminated by Facility with or without cause by providing ninety (90) days written notice to Numi. Numi may terminate the Card Program and this Acknowledgment immediately if Issuing Bank or any regulatory authority or governmental agency with jurisdiction over Issuing Bank or Numi requires such termination. Upon termination, Facility will return all unused card inventory and cardholder education materials to Numi.

Release Methods. Facility has the authority, in its sole and absolute discretion, to choose which method or methods are used to return inmate trust fund balances. To the extent Facility utilizes prepaid cards for this purpose, to limit consumer confusion and allow for Numi to provide proper customer support, so long as this Acknowledgment is in place, Facility will only use Numi as its exclusive payment solution provider with respect to such prepaid cards.

Audit Rights. Facility acknowledges that Mastercard®, Issuing Bank and any regulatory authority or any governmental agency with jurisdiction over Numi or Issuing Bank, to the extent required by such authority or agency, may perform an examination of Facility with respect to the Card Program and Facility's compliance with its obligations hereunder. Numi may perform one (1) on-site audit of Facility per calendar year, upon 10 days prior written notice to Facility. As Numi determines in its discretion, Numi may perform any additional audits of Facility without notice, provided that such audits do not unreasonably interfere with the Facility's operation of the jail, detention center or correctional facility. Facility will cooperate and provide any information that may be required in connection with any such examination or audit. Facility will also provide any information that Mastercard®, any regulatory authority or any governmental agency with jurisdiction over Numi or Issuing Bank requires in connection with an examination of Numi or Issuing Bank or that may be required from time to time with respect to the financial condition and security and business practices of Facility.

Public Records Request. Each Party including its agents and representatives shall: (i) follow reasonable procedures to protect and maintain the confidentiality of the Confidential Information; (ii) not disclose, or allow to be disclosed, the Confidential Information to any party other than to its employees, contractors, officers, or directors who have a need to know in order to perform the services contemplated under this Contract, and are under the same binding obligation of confidentiality provided herein with respect to any such information; (iii) not use the Confidential Information for any purpose other than to perform under this Contract; and, (iv) Follow all laws with respect to record disclosure, including but not limited to, the California Public Record Act which may exclude personal financial information from public disclosure. (CA Government Code §6245).

Changes to Card Program. As between Facility and Numi, Facility agrees that Numi may in its sole discretion, due to regulatory, market, economic or other factors, modify any aspect of the Card Program including card program pricing, cardholder fees, cardholder education materials and cardholder identification requirements. Notice of any card program modification will be provided in writing to the Facility prior to any such modification taking effect. Upon receipt of written notice of a program modification Facility hereby agrees to abide by such modifications in connection with its obligations as outlined in this Acknowledgment.

Entire Agreement. This Acknowledgment supersedes any prior written agreement or other written correspondence between the parties and constitutes the entire agreement between Numi and Facility.

Definitions.

- "Acknowledgment" means this Facility Acknowledgment.
- "Card" means a Numi Prestige Prepaid Mastercard® card issued through the Card Program.
- "Cardholder Terms and Conditions" means the terms and conditions agreement that must be distributed to the Cardholder by the Facility in connection with Card use.
- "Cardholder" means a released inmate who receives a Card.
- "Card Program" means the Numi Prestige Prepaid Mastercard® program.
- "Facility" means the undersigned, which includes but is not limited to jail(s), detention center(s), or other correctional institution(s).
- "Financial Regulations" means the requirements of the Issuing Bank, and Mastercard®, financial industry standards, and State and Federal laws and regulations, as well as certain additional requirements Numi specifies from time to time to facilitate the proper operation of the Card Program.
- "Fiduciary Banking Agent" means a 3rd party such as a commissary provider or inmate banking software provider who manages the inmate trust fund on behalf of the Facility and who is responsible for reimbursing Issuing Bank for all card loading activity as set forth in this Acknowledgment.
- "Issuing Bank" means the bank issuing the Cards, as stated in the issuer statement on each Card.
- "Numi" means Stored Value Cards, Inc. d/b/a Numi Financial.

- "Program Materials" means the educational and marketing materials distributed by Numi in connection with the Card Program.

Facility

Fiduciary Banking Agent (if applicable)

Facility Name: Marin County Jail
Signature: *Craig Scardina*
Print Name: Craig Scardina
Title: Sheriff's Captain
Date: 5/28/19

Agent Name: _____
Signature: _____
Print Name: _____
Title: _____
Date: _____

Redaction Log

Reason	Page (# of occurrences)	Description
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reason	11 (1)	---
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