

**ORCA DIGITAL CARD ADDENDUM**  
**AGREEMENT FOR PURCHASE OF ORCA BUSINESS CARDS AND**  
**ORCA BUSINESS PASSPORT PRODUCTS**

This Addendum is entered into by and between \_\_\_\_\_ (the “Business Account”) and the entity designated as the “Lead Agency” below. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**Lead Agency Name:** \_\_\_\_\_

The purpose of this Addendum is to supplement certain terms and conditions set forth in the *Agreement for Purchase of ORCA Business Cards and ORCA Business Passport Products* (the “Passport Agreement”). This Addendum and the Passport Agreement are incorporated into each other and, when read together, shall constitute one integrated document (the “Agreement”). Any inconsistency, conflict, or ambiguity between this Addendum and the Passport Agreement shall be resolved by giving precedence and effect to this Addendum.

This Addendum is to be presented to and executed by any Business Account that is prepared to opt-in to the use of digital ORCA Cards. The timing for opting-in will be planned and coordinated with the applicable Lead Agency.

By mutual agreement of the parties, the following terms and conditions are added to the Passport Agreement:

A. Definitions

- a. **Digital Wallet** is a software application owned and offered by a third-party provider that stores a Customer’s ORCA Card as a fare payment credential.
- b. **Digital Wallet Provider** is a third-party entity that provides digital wallet products and services that enable Cardholders to store their ORCA Card in a Digital Wallet.
- c. **ORCA Card Conversion** means a physical ORCA Card is permanently Converted to a digital ORCA Card.
- d. **ORCA Card Replacement** means an original ORCA Card has been replaced with a new one, so the original ORCA Card is no longer usable.

B. Business Account Responsibilities:

- a. Review the materials provided by ORCA, such as frequently asked questions and user guides on an information website, and work with the Lead Agency to enable Conversion.
- b. Monitor and manage the changes to ORCA card numbers when an ORCA Card is Converted or Replaced.

C. Cardholder responsibilities: All cardholder responsibilities are agreed to through the Cardholder Terms of Use and Privacy Statement.

D. Terms and conditions:

- a. When an ORCA Card is Converted from a physical card to a digital card:
  - i. The permanent possession of the ORCA Card transfers from the Business Account to the Cardholder. The physical card cannot be retrieved and reused by the Business Account; however, the Business Account retains ownership of the products and funds on the Card, retains full control over

locking or unlocking the card, and in accordance with the Cardholder Terms of Use, retains the right to request value be transferred or refunded off the digital ORCA Card until it is removed or closed by the Business Account, whereupon any remaining value is retained by the Cardholder.

- ii. The ORCA Card number assigned to the physical card will be changed to a new number with a new number generated by the Digital Wallet Provider.
- iii. There is no cost or fee to Convert a physical card to a digital card.
- b. Digital ORCA cards cannot be Replaced by another digital or physical card; however, in the event a cardholder loses access to their digital card, the Business Account may issue a new physical card to the cardholder and work with their Lead Agency to transfer any value.
  - i. It is not currently possible to issue a digital ORCA Card directly to a Business Cardholder. Until this capability is available, cardholders can request a new physical card in place of their lost digital card.
  - ii. Regular card fees for the purchase of a new ORCA Card apply.
- c. Unlike physical ORCA Cards, it is not technically feasible for digital ORCA Cards to show specific business logos.

**In Witness Whereof**, the Business Account and the Lead Agency have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, and by their respective signatures dated below agree to the terms thereof.

BUSINESS ACCOUNT	LEAD AGENCY