# quadient

### Quadient Postage Funding Enrollment with Agreement

Receive a monthly Quadient Postage Funding invoice and pay on your regular accounting schedule.

- Refill your postage meter as often as you need
- Postage available immediately
- Never run short of postage

# One monthly statement, one monthly payment 24/7 online account management tools

Customer Information	Account Information
Company Name Florida Housing Finance Corporation	POC Account #
Contact Name	Quadient Postage Funding Plan
Michael Norman	Advantage PLUS
Mailing Address	Quadient Postage Funding Account Limit
227 N Bronough ST Suite 5000	\$4,000
City, St., Zip	Quadient Postage Funding Total Limit
Tallahassee, FL 32301-1367	\$8,500

Yes, please enroll me in Quadient Postage Funding. I acknowledge that I have received, read and agree to all applicable terms and conditions of the Quadient Postage Funding Account Agreement on the following pages, and that I am authorized to sign the agreements on behalf of the customer identified above.

Signature	Date 4-25-2024
Name (Please Print) Ameliki G. Sell-US	Title CFO
Email Address Angie. Sellers @ Fionda.	housing.org

Notify me by email when my account is set up.

\*Set up of your account may take up to three business days. To ensure continued access to postage, please make sure that sufficient funds are in your POC Account until your enrollment into Quadient Postage Funding takes effect. Please keep a copy of this Agreement for your records.

#### It's easy to enroll and get started.

Please submit this form via fax to 800.237.0692 or via email to us.pocadmin@quadient.com.

Quadient, Inc. | 478 Wheelers Farms Road | Milford, CT 06461

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#### **Terms and Conditions**

## **Quadient Postage Funding Account Agreement**

- 1. Incorporation of Certain Terms. This Agreement is by and between Quadient Finance USA, Inc. ("Quadient Finance") and the Customer identified on the Enrollment Form for this Quadient Postage Funding Account Agreement, and sets forth the terms and conditions that apply to a postage funding account as described herein ("Agreement").
- 2. Establishment and Activation of Account. You hereby authorize Quadient Finance, to establish an account in Your name ("Account") for funding the purchase of postage from the United State Postal Service ("USPS") for use in the Postage Meter. Your Account may also be used to purchase supplies, pay for the Postage Meter rental, and obtain certain other products and services from Quadient, Inc. The establishment of Your Account shall be subject to Our approval of Your creditworthiness. Any use of the Account shall constitute Your acceptance of all the terms and conditions of this Account Agreement and all other documents executed or provided in connection with the Account. The Account may not be used for personal, family, or household purposes.
- **3. Operation of Account.** Each time an employee or agent of Yours with the express, implied, or apparent authority to do so (each an "Authorized User") uses the Account to receive a postage meter reset or obtain other products or services that Quadient, Inc. Inc. is authorized to provide, Quadient, Inc. Inc. will notify Us of the amount to be applied to Your Account balance. If the Account is used to obtain postage, then We will transfer the requested amount of postage to the USPS on Your behalf and Your Account will be charged for the amount of postage funds will be used first to pay for my postage meter resets. You further understand that the Account will provide additional available postage funds when Your pre-paid account balance is zero (\$0). When You request a Postage Meter reset, if You have the funds on account with the USPS, those funds automatically will be withdrawn first to pay for postage, and any additional amounts due for postage and related fees will be billed through the Account under the terms and conditions of this Account Agreement. If the Account is used to acquire products or services that Quadient, Inc. is authorized to provide, then We shall pay the applicable amount to Quadient, Inc. Inc. and add such amount to Your Account balance.
- 4. Payment Terms. You will receive a billing statement for each billing cycle in which You have any activity on Your Account. Payments are due on the due date shown on Your billing statement. You may pay the entire balance due or a portion of the balance, provided that You pay at least the minimum payment amount shown on Your statement. However, if You have exceeded the Account Limit, then You must pay the entire amount of any overage, as well as the minimum payment amount shown on Your statement. Whenever there is an unpaid balance outstanding on Your Account which is not paid in full by the due date shown on Your billing statement, We will charge You, and You agree to pay, interest on the unpaid balance of the Account for each day from the date the transaction is posted to Your Account until the date the unpaid balance is paid in full, at the Annual Percentage Rate (as defined below). The Account balance that is subject to a finance charge each day will include outstanding balances, minus any payments and credits received by Quadient Finance on Your Account that day. The Annual Percentage Rate applicable to Your Account will be equal to the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law. Each payment will be applied to reduce the outstanding balance of Your Account and replenish the amount available to You. We may refuse to extend further credit if the amount of a requested charge plus Your existing balance exceeds Your Account Limit.
- 5. Account Limit and Account Fees. You agree that We will establish a credit limit on Your Account (the "Account Limit"). The exact amount of the Account Limit will be indicated on Your invoice. We may, in Our sole discretion, allow Your balance to exceed the Account Limit. In the event We do so, You agree to pay Quadient Finance an additional fee equal to one percent (1%) of the amount by which the Account Limit is exceeded for each transaction that You initiate after Your Account has reached the Account Limit. Such amount will be charged to Your Account on the date that the relevant transaction(s) occurs. Unless prohibited by applicable law, You agree to pay the amounts set forth in this Account Agreement, which may include, without limitation, the amounts specified above, a fee for a late payment, a fee for any checks that are returned as a result of insufficient funds, a fee for any ACH direct debit transactions which are rejected, and an annual account fee. All such fees shall be added to Your Account balance.
- 6. Cancellation and Suspension. We may at any time close or suspend Your Account or temporarily refuse to allow further charges to Your Account. You can cancel Your Account at any time by notifying Quadient Finance in writing at the address provided on Your Account statement of Your desire to do so. No cancellation or suspension will affect Your obligation to pay any amounts You then owe under this Account Agreement. We will notify You of the Account balance in the event of any termination and all outstanding obligations will survive the termination of this Account Agreement by either party.



- 7. Default. We may declare You in default if You: (i) have made any misrepresentations to Quadient Finance; (ii) at any time, have done or allowed anything that indicates to Quadient Finance that You may be unable or unwilling to repay the balance of Your Account as required under this Account Agreement; or (iii) are in default under this Account Agreement or any lease, rental, or other agreement with Quadient Finance, Quadient, Inc., or their affiliates. If You are in default, or upon any cancellation of Your Account, We shall not be obligated to continue to provide the Account service or extend further credit under this Account Agreement. If We are required to take collection action or any other legal action under this Account Agreement, You shall pay upon demand by Quadient Finance all court and collection costs, along with reasonable attorney's fees. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Quadient Finance.
- 8. Remedies. If We have declared that You are in default under this Account Agreement, then We may: (i) declare all agreements You have with Quadient Finance in default and due and payable at once without notice or demand; (ii) refuse to make further advances on Your behalf to reset Your Postage Meter; and (iii) exercise any other rights that We may have. In addition, You agree that any default under this Account Agreement shall constitute a default under any agreement You may have with any of Our affiliates, including, but not limited to, Quadient, Inc. , Quadient Leasing USA, Inc..
- **9. Amendments.** We may amend this Account Agreement, or any of its provisions, including without limitation any fees and charges and/or the Annual Percentage Rate, at any time by at least thirty (30) days written notice to You, and such written notice may be included in Your billing statement. Any such amendment will become effective on the date stated in the notice and will apply to any transactions after such date, as well as to any outstanding balance on Your Account.
- **10.** Notice: Any notice required to be given under this Account Agreement by either party hereto shall be given if to You, at the address shown on Your Order Form, and if to Quadient Finance at 478 Wheelers Farms Road, Milford, CT 06461.
- 11. Miscellaneous. You understand that We may obtain credit reports in connection with Your Account now and in the future. This Account Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to its conflict-of-laws rules, and any applicable federal laws. The sole jurisdiction and venue for actions related to the subject matter hereof shall be in a State or Federal Court within the State of Florida.

#### Appendix A Additional Terms

The following statutorily-required terms and conditions are hereby appended to the Quadient Finance USA, Inc. ("Quadient") Postage Funding Account Agreement.

#### 1. Public Records

Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by Quadient in connection with this Contract is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). Quadient represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

Pursuant to Section 119.0701(2)(b), Fla. Stat., Quadient will be required to comply with public records laws, specifically to:

a. Keep and maintain public records required by the public agency to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Notwithstanding anything contained herein to the contrary, the provisions and requirements of this paragraph shall only apply if and when Quadient is acting on behalf of Florida Housing.

If Quadient has questions regarding the application of Chapter 119, Florida Statutes, to Quadient's duty to provide public records relating to this contract, contact the Corporation Clerk at:

### Corporation Clerk 227 N. Bronough Street, Suite 5000 Tallahassee, Florida 32301-1329 Phone: 850.488.4197 E-mail: Corporation.Clerk@floridahousing.org

2. Quadient understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.

3. Quadient understands and agrees to comply with the provisions of Section 448.095, Fla. Stat.

4. Quadient attests, under penalty of perjury, that it does not meet any of the criteria in Section 287.138(2)(a) - (c), Fla. Stat.

There are no other changes to the remainder of the Agreement.