

**AGREEMENT NO. 2022-164A**

**AMENDMENT TO BANKING SERVICES AGREEMENT**

This Amendment to Agreement No. 2022-164 (Amendment) is entered into between the City of Camarillo, a California general law city and municipal corporation (City), and JPMorgan Chase Bank, N.A. (Consultant), collectively referred to as the Parties. The effective date of this Amendment is June 26, 2024.

**RECITALS**

A. On July 13, 2022, the City Council approved Banking Services Agreement No. 2022-164 (Agreement) with JPMorgan Chase Bank, N.A. for a five-year term, effective September 13, 2022.

B. The Parties desire to include additional services in Exhibit A, Scope of Services.

C. The Parties desire to add pricing for the additional services in Exhibit B, Pricing of Banking Services.

D. All capitalized terms not defined in this Amendment have the meaning set forth in the Agreement.

**Section 1. Amendment.** The Agreement is amended as follows:

a. The term 'Services' (as defined in Section 2.1) and Exhibit A (Scope of Services) are amended to include the following additional services: check printing, Lockbox, eLockbox, Account Validation Services (AVS), and Remote Deposit Capture (RDC). Exhibit D (Service Terms) is also amended to include the Account Validation Service Terms (AVS Terms) attached to this Amendment as Exhibit A. For the avoidance of doubt, the AVS Terms are in addition to, and not in replacement of, the Service Terms originally attached to the Agreement.

**Section 2. Compensation and Payment.** The Parties acknowledge that references in Section 5 and elsewhere in the body of the Agreement to "Exhibit B (Key Personnel & Compensation)" are in fact references to the Exhibit B titled "Pricing of Banking Services" which was originally attached to the Agreement ("Original Exhibit B"). Exhibit B, which only includes the pricing for the additional services, is attached to this Amendment. Per section 5, subject to any limitations set forth in the Agreement, City agrees to pay Consultant based on the amounts or volume of Services used by City at the per-unit prices specified in Exhibit B.

**Section 3. Continuation of Terms of Agreement.** Except as expressly modified by the terms and provisions of this document, the remaining terms and provisions of the Agreement remain in full force and effect.

THE AUTHORIZED REPRESENTATIVES of the Parties have caused this Amendment, Agreement No. 2022-164A, to be executed as of the Effective Date.

**CITY OF CAMARILLO**

\_\_\_\_\_  
Greg Ramirez, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

**CONSULTANT**

JPMorgan Chase Bank, N.A.



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Sean Hennessy, Authorized Officer

# EXHIBIT A TO AMENDMENT TO BANKING SERVICES AGREEMENT

## ACCOUNT VALIDATION SERVICE TERMS

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JPMorgan Chase Bank, N.A. (the "Bank") will provide the Customer with a Service (the "Account Validation Service") that enables Customer to submit inquiries ("Inquiries") as to (a) whether an account number provided by Customer is associated with an open account maintained at a U.S. financial institution ("Account Status Verification"), (b) whether a name provided by Customer matches the name of an account owner at a U.S. financial institution associated with such account if confirmed open ("Account Owner Authentication"), and (c) other characteristics and information as may be made available from time to time. The provisions of the Bank's terms and conditions governing the operation of business accounts and services, as well as other applicable service terms (collectively, "**Account Documentation**"), are incorporated into these Service Terms by reference. The Account Validation Service, and each AVS Product (as such term is hereafter defined) shall be deemed to be a "Service" under and as defined in the Account Documentation and these Service Terms shall be deemed to be "Service Terms" under and as defined in the Account Documentation. Unless otherwise defined in these Service Terms, capitalized terms used in these Service Terms shall have the same meanings as in the Account Documentation.

1. **Account Validation Service.** The Account Validation Service is a Service that consists of one or more products that provide Account Status Verification, Account Owner Authentication and related information, which products are provided by Bank and a variety of other providers. Products (hereafter called "AVS Products") and providers ("Providers") include the following:
  - a) A JPMorgan proprietary product providing Account Status Verification and Account Owner Authentication using the Bank's proprietary payments and transactions data (the "JPMorgan Proprietary Data Service"), as governed by and subject to the provisions set forth in these Service Terms;
  - b) Early Warning Real-time Payment Chek® with or without Account Owner Authentication, provided by Early Warning Services LLC;
  - c) Early Warning Verify Account Service provided by Early Warning Services LLC;
  - d) JPMorgan Microdeposit Service;
  - e) JPMorgan Pattern Matching Service, as such term is defined in Section 6; and
  - f) Other internal or external proprietary services specified as available by the Bank.

The AVS Products described in subsections (b) through (d) above will be governed by, and subject to, separate Schedules to these Service Terms in addition to these Service Terms. In the event of any conflict or inconsistency between a Schedule and these Service Terms, the Schedule will control.

Customer will select the Providers Customer wishes to receive Responses (as hereafter defined) from, except that (i) Inquiries will always be directed first to the JPMorgan Proprietary Data Service, and (ii) Pattern Matching Service will automatically be applied on the terms set forth in Section 6. Once Customer has selected the desired Providers, Bank will determine the order in which Inquiries are sent to Providers, as further described in Section 3 below.

2. **Accessing the Account Validation Service; Inquiries.**

- a) Customer will access the Account Validation Service through a direct connection with the Bank pursuant to these Service Terms and the J.P. Morgan Electronic Channels Service Terms ("Channels Terms"), using one of the connectivity methods set forth in the Channels Terms. The Bank will advise Customer which connectivity method(s) is/are available for access to the Account Validation Service.
- b) Customer will transmit Inquiries via its selected connectivity method and will include the necessary data specified by the Bank for its selected AVS Product(s) and type of response agreed upon. The Bank will advise Customer of formatting and content requirements for Customer's Inquiries. The Bank may reject or delay processing of Inquiries or Responses (as hereafter defined) if the Customer's instructions or information are not complete or otherwise do not meet the criteria the Bank specifies for acceptance; the Bank will notify Customer of any Inquiries that are not processed for this reason. Customer agrees that it will submit Inquiries only for valid business payment purposes; without limitation of the foregoing, Customer will not submit Inquiries for the purpose of searching for accounts.
- c) Customer will be solely responsible for the accuracy, completeness and compliance with any laws, statutes, orders, conventions, regulations, self-regulatory standards, and regulatory interpretations and guidance (including those of any governmental agency) that are applicable to Customer in performing its obligations under the Service Terms (collectively, "**Applicable Law**") of the Inquiries, including any information provided by Customer and the Bank will not assume any liability resulting from receipt of the same or from the use of, or reliance upon, the information in connection with any Inquiries.

3. **Responses.**

- a) Bank will determine the order in which Customer's Inquiries are forwarded to the respective Providers for response. The Account Validation Service platform will interrogate the JPMorgan Proprietary Data Service database first; if that database has information to provide in response to the Inquiry, the Bank will then reformat and provide a response to Customer with the results ("Response"). If the JPMorgan Proprietary Data Service database finds no information, the Service will interrogate the other Provider databases individually, following a waterfall logic through successive data sources until one of the Providers has information to provide a Response to the Inquiry or all sources are exhausted, resulting in a Response of no information found.
- b) It is understood and agreed that the Response provided will be from the first Provider in the waterfall that has the requested information, or if no Providers have information, the Response will indicate that no information was found. In either case, the Response will be mapped in accordance with the Provider's pre-set criteria as described in the applicable Schedule. The Response will be coded to identify the Provider that returned the response.
- c) Upon Customer's request, the Bank will provide additional details that indicate how the Bank will translate the response data received from the respective Providers into the Response that is returned to Customer.

# EXHIBIT A TO AMENDMENT TO BANKING SERVICES AGREEMENT

## 4. Restrictions on Use of the Response Data.

- a) Customer shall not transmit Response data to any customer of Customer or any other third party, or allow any third party to access the Response, or sell, resell, sublicense or otherwise transfer any part of the Response Data to any other person or entity, except (i) for a transfer to an affiliate of Customer with a need-to-know for internal use of Customer, (ii) as may be required by applicable federal, state and local laws, and the regulations promulgated thereunder, or (iii) as may be permitted under a Schedule.
- b) Customer acknowledges and agrees that each Response is time-sensitive and only intended to be used by Customer in connection with the specific Inquiry for which it was furnished; Customer agrees not to use it for any other purpose. Responses must be used in connection with payments to be made from, or deposited to, Customer's Accounts.

## 5. Additional Provisions Applicable to the JPMorgan Proprietary Data Service.

### a) Accessing the JPMorgan Proprietary Data Service; Inquiries and Responses.

- i. The database used to provide Responses for the JPMorgan Proprietary Data Service is a confidential proprietary Bank database consisting of Bank's historical experiences with various types of outgoing and incoming payments and related transactions involving identified bank accounts and routing numbers (the "JPMorgan Proprietary Database"). Through searches based on name, account number and routing number provided by Customer, the Bank will identify whether it has experienced transactions with a particular account number and routing number combination and/or a particular account number and account owner and provide a Response as to Account Status Verification or Account Owner Authentication.
- ii. Bank will determine a lookback period within which an Inquiry will be researched for a Response. The JPMorgan Proprietary Database will be accessed and the data obtained will be mapped to provide a Response of Open/Valid, Closed/Invalid or "No Information Found."
- iii. Customer acknowledges that the information accessed by the Bank in the JPMorgan Proprietary Database and the Responses provided consists of the Bank's own transactions with respect to the accounts and account owners upon which Inquiries are being made.

### b) Restrictions on Use of the JPMorgan Proprietary Service Response Data.

- I. Customer shall not, and shall not permit any other party, to merge, aggregate or compile JPMorgan Proprietary Data Service Responses into any database for any purpose; provided the foregoing shall not prohibit the retention of JPMorgan Proprietary Data Service Responses (i) as may be required to comply with applicable law or regulation or documented internal document retention policies or (ii) copies of which are made during Customer's routine system back-ups, in which case, such Responses may be retained for a period consistent with Customer's standard procedures with respect to erasing, destroying or over-riding back-up media; provided, in case of both clauses (i) and (ii), such Responses shall not be used or accessed for any other purposes.
- II. JPMorgan Proprietary Data Service Responses shall be treated as confidential information by Customer.
- III. Should Customer fail to validate an account or account owner through the Service, it will not decline to complete a transaction or provide services without taking additional intermediate steps such as requesting alternate account information, or attempting to process a payment instruction on the account.
- IV. Customer is fully responsible for any decisions Customer makes based on Response Data received under the Service and Bank will have no responsibility or liability for any losses incurred by Customer as a result of such decisions.
- V. Response data is current as of the time it is provided and Bank has no obligation to update any Response data after it has been provided to Customer or to notify Customer if such Response data has changed.
- VI. Use of the Account Validation Service does not constitute an assurance that transactions will be processed for validated transaction counterparties or customers.
- VII. Should Customer fail to validate an account or account owner through the Service, it will not decline to complete a transaction or provide services without taking additional intermediate steps such as requesting alternate account information, or attempting to process a payment instruction on the account.

### c) Use for Permitted Purposes Only. Customer shall only use the JPMorgan Proprietary Data Service Responses for the following purposes:

- I. when Customer is acting as a payment processor for other persons or entities, with respect to an account or account owner indicated on an active immediate payment order or repetitive payment order it has received from, and been instructed to process by, its direct customer ("Instructing Customer"), or a payee profile established with its Instructing Customer to facilitate future payments orders, or a pre-processing inquiry on a transaction it has initiated with the Instructing Customer,
- II. When Customer has been contractually authorized, and intends to, on its own behalf, debit the applicable account at a present or future date,
- III. when Customer intends to make a payment, on its own behalf, to the applicable account, or
- IV. when Customer is the owner of the applicable account.
- v. Notwithstanding anything herein to the contrary, Customer shall not use JPMorgan Proprietary Database Response data (x) in whole or in part for the purpose of serving as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes; employment purposes; or any other authorized purpose for use of a consumer report under applicable law including but not limited to 15 U.S.C. Sections 1681b(a)(3) through 1681b(a)(6) ("Eligibility Purposes") of the Fair Credit Reporting Act, 15 U.S.C. Section 1681 et. seq. (the "FCRA") or other equivalent or comparable regulation applicable to Customer, and (y) to take "adverse action" against any consumer as defined in the FCRA (15 USC § 1681a (k) (1)). "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact on a consumer—such as denying or canceling credit or insurance, or denying employment or promotion. JPMorgan Proprietary Database Responses, including responses that do not provide positive Account Status Verification or Account Owner Authentication may not be used as the basis to deny the provision of any goods or services, but Customer may use such Response data to inform its determination that further diligence is required to (1) verify the status or owner of the applicable account, or (2) obtain alternative account information from a transaction counterparty or customer ("Counterparty").

# EXHIBIT A TO AMENDMENT TO BANKING SERVICES AGREEMENT

6. **Additional Provisions Applicable to Pattern Matching.** JPMorgan Pattern Matching Service ("Pattern Matching Service") will compare the account number and ABA routing number of Customer's Inquiry and provide a Response indicating whether the pattern of such number(s) is a "Valid Pattern" or "Invalid Pattern" (collectively called "Pattern Matching Responses"). The Pattern Matching Service will be applied only if Customer has not subscribed to the Microdeposit Service and if Responses from all other Providers are "No Information Found."

- a) The assessment of whether a pattern is a Valid Pattern or an Invalid Pattern will be based upon whether there have been payments made to or received from the receiving financial institution in the past using a similar pattern of numbers and digits. A Response of "Valid Pattern" does not provide, and should not be relied upon to provide, any assurance that the C2 is or is not the intended payor/payee of any subsequent transactions. No repairs or changes will be made to the Inquiry Customer has submitted.
- b) Pattern Matching Responses only provide indicators of whether a prospective payment is likely to be successful; there is no guarantee or assurance intended or provided with regard to the success or lack of success of any subsequent payment.
- c) The provisions set forth in Sections 5(b),(c) and (d) hereof shall also apply to the Responses and Response data provided by the Pattern Matching Service.

7. **Property Rights with Respect to JPMorgan Proprietary Database.**

Customer acknowledges that the JPMorgan Proprietary Database, including associated databases and other components of the Service, are owned by the Bank and contain valuable proprietary information of the Bank.

8. **No Warranty.**

THE BANK EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY REGARDING THE PERFORMANCE, USE OR RESULTS OF USING THE AVS PRODUCTS. BANK WILL NOT BE LIABLE FOR ANY ERRONEOUS OR UNAUTHORIZED PAYMENTS MADE BY CUSTOMER BASED ON THE INFORMATION RECEIVED THROUGH THE AVS SERVICE

9. **Representations and Warranties; Indemnity.** Customer hereby represents, warrants and covenants to the Bank that:

- a) All Inquiries are submitted for valid business purposes and in connection with payments intended to made to or received from the applicable account; (b) Customer's use of Responses and Response data shall at all times comply with these Service Terms and applicable Schedule, and (c) Customer has obtained from each of its counterparties or customers all authorizations and consents required by Applicable Law in connection with the submission of Inquiries and receipt of Response Data relating to the account of such counterparties or customers.
- b) Customer agrees to indemnify Bank and Bank's employees, officers, directors and agents, and hold all of them harmless from and against any and all claims, demands, losses, liabilities or expenses (including attorneys' fees and costs) resulting directly or indirectly from Customer's breach of any warranty made under these Service Terms.

10. **General.**

- a) Customer acknowledges that the Bank may use one or more Providers for its own validation purposes. Customer represents and warrants that Customer has made its independent determination for selection of the Account Validation Service and has not relied on any representation made by the Bank in connection therewith.
- b) Use of the Account Validation Service does not constitute an assurance that transactions will be processed for validated Counterparties.
- c) Customer understands and agrees that it is responsible for handling of any and all complaints or inquiries submitted by or on behalf of the Counterparties or any other person or entity with respect to the Response Data and shall bear associated costs. Customer shall notify Bank of any such complaints.
- d) Customer acknowledges and agrees that no relationship, contractual, arising under common law, in equity or otherwise) is intended or created between Bank and any Counterparty or other third party and the Bank is providing the Account Validation Service solely to the Customer and not to such Counterparty or other third party and does not owe any duties to such parties.

**EXHIBIT B TO AMENDMENT TO BANKING SERVICES AGREEMENT  
PRICING OF BANKING SERVICES**

J.P.Morgan  
**Pro Forma Analysis**

**April 2024**

**Customer: City of Camarillo**

**ECR Rate: 3.1500%**

**Service Analysis \***

<b>Service Description</b>	<b>AFP</b>	<b>Number of Units</b>	<b>Unit Price</b>	<b>Charge For Service</b>	<b>Balance Required</b>
<b>ACCOUNT SERVICES</b>					
7640 - CREDIT POSTED- ELECTRONIC	010101	0	\$0.2000	\$0.00	\$0.00
<b>Subtotal</b>				\$0.00	\$0.00
<b>AUTOMATED CLEARING HOUSE</b>					
2732 - ELOCKBOX FILE PROCESSING	250501	0	\$10.0000	\$0.00	\$0.00
2751 - ELOCKBOX RETURN - ELECTRONIC	250302	0	\$2.5000	\$0.00	\$0.00
2752 - ELOCKBOX NOC - ELECTRONIC	251070	0	\$2.5000	\$0.00	\$0.00
** 5488 - ELOCKBOX IMPLEMENTATION	251000	1	\$1,000.0000	\$1,000.00	\$0.00
5489 - ELOCKBOX MAINTENANCE	250000	1	\$50.0000	\$50.00	\$19,312.17
5490 - ELOCKBOX TRANSACTION RECEIVED	050300	379	\$0.2639	\$100.00	\$38,624.34
5493 - ELOCKBOX ADDENDA RECEIVED	250220	0	\$0.0200	\$0.00	\$0.00
5497 - ELOCKBOX TRN REPAIR MAINT	250000	0	\$25.0000	\$0.00	\$0.00
5498 - ELOCKBOX TRN REPAIR ITEM EDIT	359999	0	\$0.5000	\$0.00	\$0.00
** 7616 - ACH SOFTWARE CUSTOMIZATION	251001	1	\$0.0000	\$0.00	\$0.00
<b>Subtotal</b>				\$150.00	\$57,936.51
<b>DEPOSITORY SERVICES</b>					
541 - REMOTE DEPOSIT CAPTURE ITEM	101310	500	\$0.1500	\$75.00	\$28,968.25
548 - REMOTE DEPOSIT CAPTURE MAINT	101300	1	\$25.0000	\$25.00	\$9,656.08
1390 - REMOTE DEPOSIT CAPTURE MOBILE	101300	0	\$1.0000	\$0.00	\$0.00
1400 - CREDITS POSTED	010101	0	\$1.0000	\$0.00	\$0.00
<b>Subtotal</b>				\$100.00	\$38,624.34
<b>DISBURSEMENT SERVICES</b>					
3470 - CHECK PRINT MAINTENANCE	150040	0	\$65.0000	\$0.00	\$0.00

Volumes and Balances on this Pro Forma are estimated. Actual volumes and balances may be different, which will result in different charges than are specified above.

\*\* Denotes Service is a one-time charge and will not appear on customer statement on a monthly basis.

**	3471 - TS PRNT OUTSRCING SETUP	151880	1	\$5,000.0000	\$5,000.00	\$0.00
	3472 - CHECK PRINT ITEM-JPM ACCT	151810	325	\$0.5000	\$162.50	\$62,764.55
	3473 - CHECK PRINT ITEM-NON JPM ACCT	151810	0	\$1.5000	\$0.00	\$0.00

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**Service Analysis \***

<b>Service Description</b>	<b>AFP</b>	<b>Number of Units</b>	<b>Unit Price</b>	<b>Charge For Service</b>	<b>Balance Required</b>
3475 - CHECK PRINTING ADDL PAGE	151830	0	\$0.2000	\$0.00	\$0.00
3476 - CHECK PRINT MANUAL PULL	151820	0	\$35.0000	\$0.00	\$0.00
3480 - CHECK PRINT INPUT FILE	151800	0	\$10.0000	\$0.00	\$0.00
3487 - CHECK PRINT POSTAGE	151850	300	\$0.5319	\$159.57	\$61,632.86
3488 - CHECK PRINT FOREIGN POSTAGE	151850	0	\$1.3006	\$0.00	\$0.00
7714 - CHECK PRNT CASHIER'S CHECK	151810	0	\$10.0000	\$0.00	\$0.00
7715 - CHECK PRINT DIRECT ENTRY	151810	0	\$3.0000	\$0.00	\$0.00
7772 - CHECK PRINT ONLINE MAINT	150040	1	\$75.0000	\$75.00	\$28,968.25
7773 - CHECK PRINT FILE UPLOAD	151800	2	\$10.0000	\$20.00	\$7,724.87
<b>Subtotal</b>				\$417.07	\$161,090.53
<b>INT REC &amp; PAY - RECONCILE</b>					
6200 - REMITTANCE ENTRY - ONLINE	059999	0	\$0.0500	\$0.00	\$0.00
6810 - REMITTANCE ASSOCIATION MAINT	059999	0	\$150.0000	\$0.00	\$0.00
<b>Subtotal</b>				\$0.00	\$0.00
<b>INT REC &amp; PAY - REPORT</b>					
6179 - RECEIVABLES MAINT - ONLINE	050005	1	\$150.0000	\$150.00	\$57,936.51
6185 - EXTENDED IMAGE STORAGE	050428	0	\$0.0050	\$0.00	\$0.00
6187 - LONG TERM STORAGE - CHECK	050620	0	\$0.0300	\$0.00	\$0.00
6191 - ALERTS - PER ALERT	011021	0	\$1.0000	\$0.00	\$0.00
6198 - RECEIVABLES MAIN - REPORTS	05031Z	0	\$25.0000	\$0.00	\$0.00
6280 - RECEIVABLES MAINT - RETURNS	100416	0	\$30.0000	\$0.00	\$0.00
6800 - TRANSMISSION MAINT - INBOUND	050400	0	\$100.0000	\$0.00	\$0.00
6852 - TRANSMISSION MAINT - DATA	050400	0	\$150.0000	\$0.00	\$0.00
6853 - TRANSMISSION PER ITEM - DATA	050401	0	\$0.0500	\$0.00	\$0.00
6854 - RECEIVABLES MAINT - DOWNLOADS	050406	0	\$25.0000	\$0.00	\$0.00
6855 - TRANSMISSION MAINT - IMAGE	050420	0	\$100.0000	\$0.00	\$0.00
6856 - TRANSMISSION PER ITEM - IMAGE	050420	0	\$0.0300	\$0.00	\$0.00
<b>Subtotal</b>				\$150.00	\$57,936.51
<b>OTHER PRODUCT SERVICES</b>					
7950 - AVS ACCOUNT VERIFICATION	250101	0	\$0.2500	\$0.00	\$0.00
7951 - AVS ACCOUNT AUTHENTICATION	250101	0	\$0.2500	\$0.00	\$0.00
<b>Subtotal</b>				\$0.00	\$0.00

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**Service Analysis \***

Service Description	AFP	Number of Units	Unit Price	Charge For Service	Balance Required
<b>SCANNABLE LOCKBOX</b>					
6108 - SNLB OCR DOCUMENT	050122	0	\$0.0300	\$0.00	\$0.00
6141 - SNLB OCR DOC IMAGE CAPTURE	05011R	0	\$0.0900	\$0.00	\$0.00
6142 - SPECIAL IMAGE HANDLING	05011R	0	\$0.2000	\$0.00	\$0.00
6209 - SNLB SORT - MANUAL	050113	0	\$0.3000	\$0.00	\$0.00
6210 - SNLB BALANCING	05011P	0	\$0.1000	\$0.00	\$0.00
6255 - SNLB CREDIT CARD AUTHORIZATION	05013A	0	\$2.0000	\$0.00	\$0.00
<b>Subtotal</b>				\$0.00	\$0.00
<b>WHOLESALE LOCKBOX</b>					
6101 - LOCKBOX - MAINT	050001	1	\$225.0000	\$225.00	\$86,904.76
6102 - WNLB ADDITIONAL DAILY DEPOSIT	050302	0	\$25.0000	\$0.00	\$0.00
6103 - WEEKEND PROCESSING	050136	0	\$50.0000	\$0.00	\$0.00
6106 - WHOLESALE ITEM	050100	879	\$0.8500	\$747.15	\$288,581.75
6114 - UNPROCESSABLE ITEM	050530	0	\$0.6000	\$0.00	\$0.00
6115 - NO CHECK ITEM	05011M	0	\$0.5500	\$0.00	\$0.00
6116 - CHECK CLEARING	10021Z	6,000	\$0.2500	\$1,500.00	\$579,365.08
6117 - INCOMING COURIER PACKAGE	05011P	0	\$25.0000	\$0.00	\$0.00
6120 - CASH PROCESSING	05013B	0	\$11.0000	\$0.00	\$0.00
6121 - WNLB CREDIT CARD AUTHORIZATION	05013A	0	\$2.0000	\$0.00	\$0.00
6122 - WNLB DUPLICATE DEPOSIT ADVICES	050320	0	\$60.0000	\$0.00	\$0.00
6126 - CHECK MICR CAPTURE	050121	6,000	\$0.0250	\$150.00	\$57,936.51
6127 - DATA CAPTURE	050126	0	\$0.0160	\$0.00	\$0.00
6133 - PAPER CHECK COPY	05011A	0	\$3.5000	\$0.00	\$0.00
6135 - PAPER DELIVERY PREP	05011L	0	\$1.0000	\$0.00	\$0.00
6137 - COURIER DELIVERY SERVICE	050413	0	\$4.0000	\$0.00	\$0.00
6138 - POSTAGE	050410	0	\$0.5319	\$0.00	\$0.00
6139 - CLOSED LBX IMAGE VIEWING	050005	0	\$20.0000	\$0.00	\$0.00
6140 - DOCUMENT IMAGE CAPTURE	05011R	500	\$0.1500	\$75.00	\$28,968.25
** 6154 - ADDITIONAL PROGRAMMING	050137	40	\$150.0000	\$6,000.00	\$0.00
6155 - WNLB SPECIAL PROCESSING MAINT	05011P	0	\$100.0000	\$0.00	\$0.00
6167 - WNLB >10 ACCEP PAY > 5 UNACCE	050131	0	\$1.0000	\$0.00	\$0.00
6168 - WNLB 25+ ACCEP PAY 10+ UNACCEP	050131	0	\$3.5000	\$0.00	\$0.00
6170 - WNLB GROUP/SORTS - COMPLEX	050113	0	\$0.3000	\$0.00	\$0.00
6171 - WNLB BALANCING	05011P	0	\$0.1500	\$0.00	\$0.00

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**Service Analysis \***

<b>Service Description</b>	<b>AFP</b>	<b>Number of Units</b>	<b>Unit Price</b>	<b>Charge For Service</b>	<b>Balance Required</b>
6172 - SPECIAL HANDLING OTHER	05011P	0	\$1.0000	\$0.00	\$0.00
6173 - FORGN ITEMS SENT FOR COLL	050105	0	\$10.0000	\$0.00	\$0.00
6174 - MULTIPLE DEPOSIT ACCOUNTS	050316	0	\$25.0000	\$0.00	\$0.00
6245 - DEPOSIT PREPARATION	050301	0	\$2.2500	\$0.00	\$0.00
6805 - ONLINE DECISION MGR MAINT	050006	0	\$250.0000	\$0.00	\$0.00
<b>Subtotal</b>				\$2,697.15	\$1,041,756.35
<b>Total Charge For Services</b>				<b>\$3,514.22</b>	<b>\$1,357,344.24</b>

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\*\* Denotes Service is a one-time charge and will not appear on customer statement on a monthly basis.

**Pro Forma Notes, Assumptions & Disclaimers**

Additional Pricing Detail is provided below.

**Additional Pricing Detail**

AVS ACCOUNT VERIFICATION 7950		AVS ACCOUNT AUTHENTICATION 7951	
Unit Price	0.0000	Unit Price	0.0000
Ranged		Ranged	
Volume	Price	Volume	Price
1-999	0.2500	1-999	0.2500
1,000-4,999	0.2300	1,000-4,999	0.2300
5,000+	0.2000	5,000+	0.2000

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Volumes and Balances on this Pro Forma are estimated. Actual volumes and balances may be different, which will result in different charges than are specified above.

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Denotes Service is a one-time charge and will not appear on customer statement on a monthly basis.