



CITY OF CAMARILLO
BANKING SERVICES AGREEMENT

With

JPMorgan Chase Bank, N.A.

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¹Notwithstanding the attachment of Merchant Terms to this Agreement, the provisions of this Agreement do not apply to merchant card processing, and amendments or modifications to this Agreement shall not amend, modify or otherwise impact the Merchant Terms.

BANKING SERVICES AGREEMENT

This BANKING SERVICES AGREEMENT (“Agreement”) is effective as of September 13, 2022 (“Effective Date”), and is between the City of Camarillo, a California municipal corporation and general law city (“City”) and JPMorgan Chase Bank, N.A., a national banking association (“Consultant”).

Section 1. Term of Agreement.

Subject to the provisions of Section 20 (Termination of Agreement), the term of this Agreement will be for a period commencing on the Effective Date and will terminate as of September 13, 2027 and may be extended for up to two (2) additional one-year periods, based upon the mutual agreement of City and Consultant.

Section 2. Scope and Performance of Services.

2.1 Consultant agrees to perform the banking services set forth in Exhibit A (Scope of Services) (the “Services”), which is made a part of this Agreement. The Services are further described in and subject to the Service Terms attached as Exhibit D (Service Terms), which is made a part of this Agreement. “Service Terms” means Consultant’s account terms, service terms and other documents required for the administration, implementation or operation of the Services, together with any addenda, schedules, supplements, and other attachments.

The performance of merchant card processing services by Consultant or its affiliates will be subject to separate agreement, a copy of which is attached as Exhibit E (Merchant Terms). Notwithstanding the attachment of Merchant Terms to this Agreement, the provisions of this Agreement do not apply to merchant card processing, and amendments or modifications to this Agreement shall not amend, modify or otherwise impact the Merchant Terms. References to ‘Service Terms’ in this Agreement do not include the Merchant Terms.

2.2 Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement. City is responsible for, at its sole expense, obtaining, installing, maintaining and operating all browsers, software, hardware, telecommunications equipment or other equipment necessary for City to access and use the Services in accordance with Consultant’s recommended system configuration.

2.3 Consultant’s designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit B (Key Personnel & Compensation), which is made a part of this Agreement.

2.4 Consultant must make every reasonable effort to maintain the stability and continuity of Consultant’s key personnel and subcontractors, if any, listed in Exhibit B to perform the services required under this Agreement. Consultant must notify City with respect of any changes in key personnel. To the extent practicable, such notice shall be prior to the performance of any services by replacement personnel.

2.5 Consultant must obtain City’s prior written approval before utilizing any subconsultants to

perform any services under this Agreement. This written approval must include the identity of the subcontractor and the terms of compensation that is to be paid by City. For all purposes under this Agreement, inclusive of all attachments hereto, "subconsultant," "subcontractor" and "subcontract" shall refer to a third party or an agreement with such third party, if any and as applicable, engaged by Consultant to specifically aid in the performance of its obligations under this Agreement, but shall not include any third party engaged by Consultant, from time to time, in the performance of certain operational, technological, incidental, or back office functions that assist Consultant in its performance of services, on a common basis, for all or most of its customers utilizing such services, such latter category of third parties being referred to as Third Party Service Providers. Consultant shall not be required to notify or obtain written approval to engage any Third Party Service Provider.

- 2.6 Consultant represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement in accordance with reasonable commercial standards. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.
- 2.7 City may inspect any of Consultant's work under this Agreement to determine whether such work is in accordance with this Agreement, either during performance or when completed. Acceptance of any of Consultant's work by City will not constitute a waiver of any of the provisions of this Agreement.
- 2.8 The Consultant must maintain any publicly accessible work site in the City that is used in connection with the performance of the Services in a safe condition, free of hazards to persons and property resulting from its operations.

Section 3. Additional Services and Changes in Services.

- 3.1 Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.
- 3.2 If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Manager with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.
- 3.3 City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, except that additions and revisions will be subject to Consultant's consent, and the compensation to be paid Consultant will be adjusted as mutually agreed upon by the parties. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties. If City requests any service or feature for which pricing is not listed in Exhibit B (Key Personnel & Compensation), the implementation of such service or feature is subject to additional terms and fees to be mutually agreed upon at the time of City's request.

Section 4. Familiarity with Services and Site.

- 4.1** By executing this Agreement, Consultant represents that Consultant:
- (a) has thoroughly investigated and considered the Scope of Services to be performed;
 - (b) has carefully considered how the services should be performed;
 - (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and
 - (d) possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement as a national banking association, and will maintain all required licenses during the performance of this Agreement.
- 4.2** If services involve work upon any site, Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform City of such fact and will not proceed except at Consultant's own risk until written instructions are received from City.

Section 5. Compensation and Payment.

- 5.1** Subject to any limitations set forth in this 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 (Key Personnel & Compensation). The total compensation, including reimbursement for actual expenses, may not exceed the per-unit prices set forth in Exhibit B, unless additional compensation is approved in writing by City. In addition to the compensation described above, City will pay and be liable to Consultant for all costs and expenses (including, without limitation, fees, fines, taxes, interest and penalties) related to: (a) Consultant's acceptance or execution of any request, instruction or direction from City, or any of City's transactions; (b) any credit extended to City in connection with the Services; or (c) City's breach or failure to comply with this Agreement, the Service Terms, any warranty or representation, or any laws, statutes, codes, rules, regulations or policies applicable to any of City's transactions (including, without limitation, clearing house rules, funds transfer rules, Federal Reserve Operating Circulars, and the Uniform Commercial Code as in effect from time to time in the State of California). City's obligations under this paragraph shall survive expiration or termination of this Agreement.
- 5.2** The use of subconsultants will not be considered a reimbursable expense, and such costs must be included in Exhibit B (Key Personnel & Compensation).
- 5.3** Each month during the term of this Agreement, Consultant must furnish City with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in Exhibit B. The invoice will be on Consultant's form of account analysis statement and will be available for City's review through Consultant's online banking platform. Further, within ten (10) calendar days (or the next banking day if the tenth (10th) calendar day falls on a weekend or a bank holiday) following each Semi-Annual Period, Consultant will make available to City through its online banking platform an invoice/account analysis that reflects all charges for the preceding Semi-Annual Period. Each "Semi-Annual Period" consists of six (6) consecutive billing cycles.
- 5.4** City will review each invoice submitted by Consultant to determine whether the work

performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid, in the manner described in Section 5.5. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission.

- 5.5** Except as to any charges for work performed or expenses incurred by Consultant that are disputed by City, City authorizes Consultant to: (a) apply City's earnings credit allowance against the fees and other compensation amounts reflected in the account analysis statement made available to City for each Semi-Annual Period and (b) automatically debit from City's accounts on the fifteenth (15th) calendar day after the most recently-ended Semi-Annual Period (or the next banking day if the fifteenth (15th) calendar day falls on a weekend or a bank holiday) any fees and other compensation amounts that remain unpaid after Consultant applies the earnings credits allowance for such billing period. If the earnings credit allowance for such Semi-Annual Period exceeds the fees and other compensation amounts for the same period, they will not be carried forward into successive Semi-Annual Periods.
- 5.6** Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment.
- 5.7** City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is not substantially in accordance with this Agreement.

Section 6. Required Documentation Prior to Performance.

- 6.1** Consultant may not perform any services under this Agreement until:
- (a) Consultant furnishes proof of insurance as required under Exhibit C;
 - (b) Consultant provides City with a Taxpayer Identification Number;
 - (c) Consultant obtains a City business tax certificate and license, if applicable, and provides proof of compliance; and
 - (d) City gives Consultant a written notice to proceed.
- 6.2** The City will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.

Section 7. Time of Performance: Excusable Delays; Extensions.

- 7.1** Consultant must adhere to all schedules and deadlines set forth in this Agreement.
- 7.2** Consultant will not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, the circumstances and events described in the force majeure provisions of the Service Terms, acts of God, acts of terrorism, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.
- 7.3** If Consultant is delayed by any cause beyond Consultant's control, City may grant, but is not required to, a time extension for the completion of services. If delay occurs, Consultant must notify City within 48 business hours, in writing, of the cause and the extent of the

delay and how such delay interferes with Consultant's performance of services.

Section 8. Cooperation by City.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Scope of Services will be furnished to Consultant in every reasonable way to facilitate, without undue delay, the services to be performed under this Agreement.

Section 9. Project Documents. *[Not applicable. Banking services are not provided on a work for hire basis.]*

Section 10. Confidential Information: Release of Information.

10.1 All information gained or work product produced by Consultant in performance of this Agreement that is based on information provided by City will be considered confidential, unless such information is in the public domain or already known to or is independently developed by Consultant. Consultant may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law, as provided in the Service Terms or for compliance, internal audit, fraud mitigation or risk management purposes.

10.2 Consultant, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement (except as otherwise provided under this Agreement). Response to a Legal Request (as defined in Section 10.4) will not be considered "voluntary" provided Consultant complies with Section 10.4.

10.3 If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product in violation of this Agreement, then City will have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

10.4 Consultant must promptly notify City, to the extent such notice is permitted by law and is practicable under the circumstances, should Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena ("Legal Request") from any party regarding this Agreement and the services performed under this Agreement.

Consultant agrees to cooperate fully with City's reasonable requests and to provide City with the opportunity to review any response to discovery requests provided by Consultant, to the extent permitted by law and such prior review is practicable under the circumstances. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

10.5 All media and press releases that refer to or otherwise identify City, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement that refer to or otherwise identify City are prohibited unless expressly authorized by City.

Section 11. Consultant's Books and Records.

- 11.1** Consultant must maintain all documents and records demonstrating or relating to Consultant's performance of services under this Agreement, including ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City under this Agreement, to the extent it maintains the same types of documents and records for other customers utilizing the same services as City. All financial documents or records must be maintained in accordance with generally accepted practices of the commercial banking industry and all other documents must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. Subject to Consultant's standard record retention policy and retention periods established thereunder for each category of records, all such documents or records must be maintained for at least three years following the final payment under this Agreement.
- 11.2** Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at mutually agreeable dates, times and locations during regular business hours, upon written request by City or its designated representative. Copies of such documents or records must be provided directly to City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available electronically. City shall reimburse Consultant for the reasonable costs of copying and compiling documents and records for inspection or audit.
- 11.3** Where City has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity in accordance with this Agreement. Access to such documents and records must be granted to City, as well as to its successors-in-interest and authorized representatives at mutually agreeable dates, times and locations.

Section 12. Status of Consultant.

- 12.1** Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of City. Consultant has no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, except as necessary to process or execute any request, instruction or direction from City or unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.
- 12.2** The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, will have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as provided in this Agreement. For the avoidance of doubt, City will provide information and instructions in order for Consultant to process or execute transactions requested by City. Consultant agrees that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, or employees of City.
- 12.3** Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees by virtue of this Agreement. Consultant expressly waives any claim to any such rights or benefits.

Section 13. Compliance with Applicable Laws.

- 13.1 In General.** Consultant must use the standard of care in its profession to keep itself informed of and comply with all federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement that are binding on Consultant in the performance of the services.
- 13.2 Professional Licenses and Approvals.** Consultant agrees that it will, at its sole cost and expense, obtain and maintain in effect at all times during the term of this Agreement any licenses, permits, insurance and approvals that are legally required for Consultant to perform the Services as a national banking association.
- 13.3 Employment Laws.** Consultant agrees to comply with all applicable federal and state employment laws including those that relate to minimum hours and wages, occupational health and safety, and workers compensation insurance. Consultant further represents that it is an equal opportunity employer and in performing services under this Agreement agrees to comply with all applicable federal and state laws governing equal opportunity employment, and further agrees that it will not discriminate in the employment of persons to perform services under this Agreement on the basis of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any such person, except as may be permitted by California Government Code section 12940.
- 13.4 Applicable Requirements.** Notwithstanding any provision of this Agreement to the contrary, Consultant's obligation to comply with, and Consultant's representations, warranties and certifications with respect to, any laws, statutes, codes, charters, ordinances, rules, regulations or policies ("Legal Requirements") is limited to the extent that such Legal Requirements are binding on Consultant in its performance of the Services or are relevant to Consultant's employees who are assigned to manage its relationship with City under this Agreement. To the extent that the Legal Requirements of City currently, or in the future, impose requirements upon its contractors or consultants that provide services contemplated in this Agreement, which requirements are not expressly set forth in this Agreement, Consultant will, if notified of such requirements, endeavor to comply with the same, except to the extent that it reasonably concludes that compliance with such requirements subject it to additional obligations, liability or expense or impose upon it reporting requirements of confidential or non-public information or information that it does not currently monitor. If Consultant makes such determination, and the parties are unable to resolve these issues through mutually agreeable amendments to this Agreement, either party may terminate this Agreement for convenience upon notice to the other. Nothing in this Agreement shall be construed to require any party to: (a) violate any Legal Requirement binding upon such party, (b) comply with any Legal Requirement from which it is exempt or (c) take, or refrain from taking, any action that would conflict with any request or demand of a regulatory authority, governing body or law enforcement agency.

Section 14. Unauthorized Aliens.

Consultant agrees to comply with all of the applicable provisions of the Federal Immigration and Nationality Act (8 U.S.C. § 1101 and following), as it may be amended, and further agrees not to employ unauthorized aliens as defined under the Act. Should Consultant employ any unauthorized aliens for the performance of any work or services covered by this Agreement, and should any liability or sanctions be imposed against City for the use of unauthorized aliens,

Consultant agrees to reimburse City for the amount of all such liabilities or sanctions imposed, together with any and all related costs, including attorneys' fees, incurred by City.

Section 15. Conflicts of Interest.

- 15.1** Consultant covenants that, upon information following due inquiry of appropriate personnel of Consultant, neither Consultant, nor any officer, principal or employee of its firm who is involved in the decision-making process with respect to Consultant's entering into this Agreement with City, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. In making the covenant above, Consultant expressly states that Consultant and its affiliates have relationships with other parties, some of whom may have interests that are adverse to City. No conflict of interest shall be deemed to exist solely as a result of Consultant or its affiliates having relationships with parties whose interests are adverse to the City. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 and following), and California Government Code section 1090.
- 15.2** Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm who is involved in the decision-making process with respect to Consultant's entering into this Agreement with City will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the City in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has any of the financial interests listed in Government Code section 87103.
- 15.3** If Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant must promptly disclose the relationship to City and take such action as City may reasonably direct to remedy the conflict.
- 15.4** City understands and acknowledges that Consultant is, as of the Effective Date, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant represents that, except as otherwise disclosed to City, it is unaware of any stated position of City relative to these projects. Any future position of City on these projects will not be considered a conflict of interest for purposes of this section.
- 15.5** Notwithstanding use of the term "Consultant" to refer to JPMorgan Chase Bank, N.A. in this Agreement, such term is used solely for ease of reference under this Agreement. The services to be provided by JPMorgan Chase Bank, N.A. under this Agreement do not involve making or participating in government decisions and JPMorgan Chase Bank, N.A. shall not be deemed a "consultant" to City for purposes of California Government Code.

Section 16. Indemnification.

- 16.1** Consultant agrees that it will, to the fullest extent permitted by law, defend, indemnify, and hold harmless City from and against all liabilities, damages, losses, and costs, including but not limited to reimbursement of reasonable attorney's fees and all other costs of defense ("**Claims**") caused by the negligence, recklessness, or willful misconduct of Consultant or Consultant's Representatives in the performance of this Agreement as provided in this section. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to defend, indemnify, and hold

harmless City as set forth in this section. 'Claims' do not include liabilities, damages, losses, claims or costs (a) caused by City's sole negligence or willful misconduct or (b) arising from acts or omissions that are in accordance with reasonable commercial standards or instructions or information provided or confirmed by City.

- 16.2** For the purposes of this section, "City" includes City's officers, officials, employees, agents and volunteers, and "Consultant's Representatives" includes Consultant's officers, officials, employees, agents and subcontractors who are assigned to assist Consultant in performing the Services and any other such persons for whom Consultant is legally responsible.
- 16.3** *[Covered in 16.1]*
- 16.4** *[Covered in 16.1]*
- 16.5** Each party must notify the other party within five days of receipt of notice of any Claim made or legal action initiated that arises out of or pertains to Consultant's performance of services under this Agreement.
- 16.6** Consultant's duty to defend Claims is a separate and distinct obligation from Consultant's duty to indemnify City for any Claims. Consultant is obligated to defend City in all legal, equitable, administrative, or special proceedings, with counsel reasonably acceptable to City, immediately upon tender to Consultant of a Claim in any form or at any stage of an action or proceeding, whether or not liability is established. If City fails to respond within 48 business hours to a request to confirm that counsel selected by Consultant is acceptable, Consultant may proceed with such counsel. If the City raises reasonable objections to counsel selected by Consultant, each party will propose counsel acceptable to such party and the parties will make good faith efforts to select counsel acceptable to both parties. An allegation or determination that persons other than Consultant are responsible for the Claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals.
- 16.7** Consultant agrees that settlement of any Claim against City requires the consent of City. City agrees that its consent will not be unreasonably withheld provided that Consultant is financially able (based on demonstrated assets including insurance) to fulfill its obligation to indemnify City for the costs of any such settlement as required under this Agreement. In the event City unreasonably withholds consent to any settlement or fails to timely respond to a request for consent before the settlement deadline, City will be responsible for any increase between the proposed settlement amount and the final settlement amount.
- 16.8** The insurance required to be maintained by Consultant under this Agreement is in addition to Consultant's obligations under this section, but the limits of such insurance do not limit the liability of Consultant under this Agreement.
- 16.9** *[Consultant's indemnity covers subcontractors.]*
- 16.10** *[Not applicable.]*
- 16.11** The provisions of this section will survive the expiration or earlier termination of this Agreement.
- 16.12** Notwithstanding anything contained in this Agreement, (a) neither party shall be liable to the other for any indirect, incidental, consequential, exemplary, punitive or special

damages, including lost profits, regardless of the form of action or theory of recovery, even if that party has been advised of the possibility of those damages or the same are reasonably foreseeable; and (b) Consultant's liability for Claims shall not exceed, in the aggregate, an amount equal to two (2) times the average annual fees paid or payable to Consultant under this Agreement (exclusive of any earnings credits used to offset such fees).

Section 17. Insurance.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit C (Insurance), which is made a part of this Agreement.

Section 18. Assignment.

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of City, which may be withheld in the City's sole discretion; provided, however, that Consultant may assign this Agreement without the prior written consent of City to a successor in interest in connection with a merger, reorganization, consolidation, or a disposition of a particular business to which this Agreement relates, and may assign this Agreement to an affiliate or subsidiary. In the event of such an assignment, Consultant shall notify City and City shall have the right to immediately terminate this Agreement. Any attempted assignment without City's consent (when required) will be null and void, and will constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.

Section 19. Default: Limitations on Liability.

- 19.1** In the event that Consultant is in default under the terms of this Agreement, City will have no obligation or duty to continue compensating Consultant for any services performed (other than those performed in accordance with this Agreement) after City provides written notice to Consultant of such default.
- 19.2** Consultant agrees that no City official, officer, employee or agent will be personally liable to Consultant in the event of any default or breach of City, or for any amount which may become due to Consultant, or for any obligations directly or indirectly incurred under this Agreement.
- 19.3** City's liability under this Agreement is limited to indemnification, reimbursement or payment of Consultant in accordance with the terms of this Agreement, including the Service Terms, and excludes any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

Section 20. Termination of Agreement.

- 20.1** City may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant will cease all work and services in progress as soon as practicable.
- 20.2** Consultant may close an account and/or terminate a Service pursuant to the Service Terms and may terminate this Agreement if it ceases to provide Services to City under this

Agreement.

- 20.3** Upon termination of this Agreement by either Consultant or City, all property belonging to City that is in Consultant's possession must be returned to City. Consultant must promptly deliver to City a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.
- 20.4** Consultant acknowledges City's rights to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might otherwise arise solely from City's termination of this Agreement. Termination shall not affect City's obligation to (a) pay for Services or transactions performed or in the process of being performed that cannot reasonably be cancelled prior to termination and (b) pay any amounts that may be due and owing under this Agreement. Termination shall not constitute a waiver of any claim either party may have against the other party.

Section 21. Notices.

- 21.1** All written notices required or permitted to be given under this Agreement will be deemed made when received by the other party at its respective address as follows:

To City:

City of Camarillo
601 Carmen Drive
Camarillo, California 93011
Attention: Director of Finance
Tel. (805) 388-5320
Fax (805) 388-5318
e-mail muribe@cityofcamarillo.org

To Consultant:

JPMorgan Chase Bank, N.A.
300 South Grand Avenue, 3rd Floor
Mail Code: CA2-0309
Los Angeles, CA 90071-3109
Attention: Sean Hennessy or Gov't Industry
Exec
Tel. (213) 621-8187
e-mail sean.hennessy@jpmorgan.com

- 21.2** Notice will be deemed effective on the date personally delivered or electronically transmitted. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities. A courtesy copy of any mailed notice will also be sent by e-mail.
- 21.3** Any party may change its notice information by giving notice to the other party in compliance with this section.

Section 22. General Provisions.

- 22.1 Authority to Execute; Counterparts.** Each party represents and warrants that all necessary action has been taken by such party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder. *[Covered in 22.5]*
- 22.2 Entire Agreement.** This Agreement, including the attached Exhibits A through D, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings,

whether oral or written, between Consultant and City prior to the execution of this Agreement.

- 22.3 Binding Effect.** This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.
- 22.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 22.5 Electronic Signatures; Counterparts.** This Agreement and any amendment will be considered executed when the signature page of a party is delivered by electronic transmission. Such electronic signatures will have the same effect as an original signature. This Agreement may be executed in multiple counterparts.
- 22.6 Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 22.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- 22.8 Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will not be affected and the Agreement will be read and construed without the invalid, void or unenforceable provision.
- 22.9 Venue.** In the event of litigation between the parties, venue in will be exclusively in a state court in the County of Ventura or, if federal jurisdiction is present, the Western Division of the United States District Court for the Central District of California.

[REST OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF the parties hereby execute this Agreement as follows:

CITY OF CAMARILLO



Greg Ramirez, City Manager

ATTEST:



Kristy Buxkemper, City Clerk

CONSULTANT:

JPMorgan Chase Bank, N.A., a national banking association

By:  _____

Name: Sean Hennessy, Vice President

Title: Authorized Officer

Camarillo Business Tax Certificate No. 43388/43432/43433 / Expiration Date 4/30/2023

EXHIBIT A

SCOPE OF SERVICES

Required Services/Pricing of Banking Services

III. Scope Of Services

The following section details the services to be provided to the City. Except for non-substantial deviations or acceptable alternatives, all services listed in this section are mandatory. The City will not consider proposals for partial services.

The following required services include:

- The bank must be a member of the Federal Reserve System. The bank must be a Federal or State of California chartered commercial banking institution with at least one full-service branch located within Camarillo city limits.***

Confirmed. JPMorgan Chase Bank, N.A. is a member of the Federal Reserve System.

JPMorgan Chase Bank, N.A. is a national banking association, organized and existing under the laws of the United States pursuant to a charter issued by the Office of the Comptroller of the Currency. Deposits in J.P. Morgan are insured by the FDIC as provided by law and regulation.

For the City’s convenience J.P. Morgan has the following two commercially-enabled branches under the familiar Chase brand located within 10 miles of your location.

Commercially Enabled Branch Name	Address	Hours of Operation (Local Time at branch)
Camarillo	2300 Ponderosa Dr Camarillo, CA 93010	Monday – Friday: 9:00 a.m. to 5:00 p.m. Saturday: 9:00 a.m. to 4:00 p.m.
Daily and Las Posas	502 N Las Posas Rd Camarillo, CA 93010	Monday – Friday: 9:00 a.m. to 5:00 p.m. Saturday: 9:00 a.m. to 4:00 p.m.

* Branch hours are subject to change and are posted at each branch location.

As a business practice, we regularly review branch and ATM activity which may result in branch openings and closings, ATM placement or removal, or in the change of branch bank or ATM functions. Therefore, branch bank and ATM locations and functions may change from time to time.

- The bank must be a qualified depository for public funds pursuant to the applicable federal and state laws and regulations, statutes and policies. All balances must be fully collateralized through the pool collateral system required under the State of California.***

Confirmed. Please see the Collateral is pooled for all Local Agency Government and State Agency Customers Section in Appendix 1.

3. *The bank must fulfill orders for currency and coin through the City's courier upon request.*

Confirmed. J.P. Morgan offers automated coin and currency ordering services for pick-up through all vaults and branches. The City may request change orders as needed, establish a standing vault order or using a combination of orders. Coin and currency orders are placed via telephone using an interactive voice response (IVR) or through our Web Currency Services ordering platform.

- Your as-needed change orders can be requested 24/7 and up to six months in advance of the requested delivery date. Orders placed prior to 1:00 p.m. (local time of the specific vault or branch) will be available for armored courier pick up by the end of the business day in the vaults or ready for pick up the following morning at the specified branch.
- A standing vault order is an established, repetitive order prepared for a predetermined amount and delivered on predetermined delivery days, e.g., every Monday and Thursday. Amounts may vary by delivery day. Orders can be delivered daily Sunday through Saturday, subject to armored courier service restrictions.

Orders placed for branch pick-up may be restricted to a maximum of \$5,000. Orders that are not placed using our IVR or Web Currency Services ordering platform will require a valid government issued ID at time of pick-up.

We only release change orders to an approved armored courier if they are picked up at one of the bank's vaults. The City must contract with a local armored courier to act as an agent to transport change orders. The City must notify us of the specific armored courier for each location. Change-order delivery is based on armored courier commitments. It is typically scheduled for the following day or within two or three days from when the change order was picked up at the vault.

Security begins when we issue the City two different, confidential system access numbers for each location. You are responsible to keep access numbers in a secure place and reveal them only to authorized associates within your organization. You can change existing access numbers by contacting your CSA. The bank also establishes daily order limits both at relationship and location levels based on the City's credit risk rating. Finally, J.P. Morgan's blind-order-filling procedures provide timeliness and accuracy in a highly controlled environment.

The bank debits the total amount of the City's change order processed through the automated system from the account on the day the order is provided to the armored courier or the day before the scheduled branch pick up. If applicable, the location ID (ULID) will appear on your Web Currency online ordering system and J.P. Morgan Access. J.P. Morgan bills all fees related to the change order through the account analysis system.

4. *The bank will engage a team or specific relationship coordinators for the life of the contract.*

Confirmed. Within Commercial Banking's Treasury Services business, the public sector is a key industry segment in which J.P. Morgan continues to invest and enjoy ongoing growth. Our Government Specialized Industry segment provides financial solutions such as tax processing and general banking services to more than 1,900 clients at the state and local government levels.

Part of J.P. Morgan's commitment to the City is having the appropriate individuals assigned to your relationship team and providing outstanding client service. J.P. Morgan recognizes the importance of providing premier client service and we are committed to delivering a quality of service that not only meets the City's expectations, but also exceeds industry standards.

EXHIBIT B

PRICING OF BANK SERVICES

Pricing quoted herein is valid for 180 days from the date of this presentation

Pro Forma Analysis

May 2022

J.P.Morgan

Customer: CITY OF CAMARILLO

Banker: RENEE GORDON

ECR Rate: 0.5000%

Service Analysis*

Service Description	AFP	Number of Units	Unit Price	Charge For Service
ACCOUNT SERVICES				
1005 - ACCOUNT MAINTENANCE	010000	5	\$5.0000	\$25.00
1010 - STATEMENT CYCLES	010307	5	\$0.0000	\$0.00
1304 - ARP PAID ITEM RETURN CREDIT	010101	12	\$0.0000	\$0.00
1756 - ONLINE AUDIT CONFIRMATIONS	010630	5	\$10.0000	\$50.00
3499 - POST NO CHECKS MAINTENANCE	1500ZZ	2	\$0.0000	\$0.00
7640 - CREDIT POSTED- ELECTRONIC	010101	265	\$0.0107	\$2.84
7641 - DEBIT POSTED - ELECTRONIC	010100	70	\$0.0107	\$0.75
7856 - CASH CONCENTRATION MAINTMASTER	010020	1	\$5.0000	\$5.00
7857 - CASH CONCENTRATION MAINT SUB	010021	3	\$5.0000	\$15.00
Subtotal				\$98.59
AUTOMATED CLEARING HOUSE				
2716 - CREDIT RECEIVED	250201	229	\$0.0100	\$2.29
2717 - DEBIT RECEIVED	250200	35	\$0.0100	\$0.35
2720 - RETURN ITEM	250302	9	\$2.0000	\$18.00
2722 - NOTIFICATION OF CHANGE	251070	17	\$1.0000	\$17.00
2729 - RETURN NOTIFICATION - ONLINE	250400	9	\$0.0000	\$0.00
2730 - NOTIF OF CHANGE - ONLINE	250400	17	\$0.0000	\$0.00
2740 - RETURN ITEM REDEPOSIT	250310	7	\$3.5000	\$24.50
2742 - CREDIT ORIGINATED - JPM ACCESS	250101	511	\$0.0100	\$5.11
2744 - DEBIT ORIGINATED - JPM ACCESS	250100	4,117	\$0.0100	\$41.17
2746 - JPM ACCESS ACH MAINTENANCE	250000	2	\$8.0000	\$16.00
2796 - ADDENDA RECORD ORIGINATED	250120	16	\$0.0300	\$0.48
2809 - NOTIF OF CHANGE - EMAIL	251070	17	\$0.0000	\$0.00
2810 - RETURN NOTIFICATION - EMAIL	250400	9	\$1.5000	\$13.50
2860 - TRANSACTION BLOCK MAINTENANCE	251050	5	\$3.0000	\$15.00
2861 - ACH TRANS BLOCK AUTHORIZED ID	251051	12	\$0.2500	\$3.00
8023 - ACH UNAUTHORIZED ENTRY FEE	250312	2	\$4.5000	\$9.00
Subtotal				\$165.40
BALANCE BASED CHARGES				
35 - BALANCE BASED CHARGES	000230	1	\$291.4500	\$291.45
Subtotal				\$291.45
BANKING CENTER SERVICES				
1318 - BRANCH ORDER - COIN ROLL	100044	6	\$0.1000	\$0.60
1319 - BRANCH ORDER CURRENCY STRAP	10004A	5	\$0.4400	\$2.20
1333 - BRANCH ORDER PROCESSED	100040	2	\$5.0000	\$10.00
Subtotal				\$12.80
DEPOSITORY SERVICES				
501 - CHECK DEPOSITED-ON US	100220	1	\$0.1000	\$0.10
513 - CHECK DEPOSITED-TRANSIT	100224	2	\$0.1500	\$0.30
519 - IMAGE GROUP ONE	100214	1,139	\$0.0150	\$17.09
520 - ON-US STANDARD	100210	12	\$0.0150	\$0.18

524 - FILE TRANSMISSION REC.- VPN	100210	23	\$7.1429	\$164.29
526 - IMAGE GROUP TWO	100214	2,582	\$0.0150	\$38.73
528 - IMAGE GROUP TWO - TIER 2	100214	204	\$0.0150	\$3.06
746 - ON US PREMIUM	100210	847	\$0.0150	\$12.71
748 - ICL DEPOSIT LATE	100200	1	\$2.0000	\$2.00
751 - IMAGE GROUP ONE - PERIOD TWO	100214	304	\$0.0150	\$4.56
752 - IMAGE GROUP ONE - PERIOD THREE	100214	72	\$0.1200	\$8.64
756 - ICL DEPOSIT STANDARD	100200	4	\$0.4500	\$1.80
757 - IMAGE QUALITY SUSPECT ITEMS	999999	3	\$0.2500	\$0.75
758 - NON-CONFORMING IMAGE ITEMS	999999	1	\$0.0000	\$0.00
759 - ICL DEPOSIT EARLY	100200	17	\$1.0000	\$17.00
1400 - CREDITS POSTED	010101	32	\$1.0000	\$32.00
1435 - RETURN ITEM	100400	3	\$4.0000	\$12.00
1448 - RETURN DETAIL REPORTING	100411	6	\$0.3000	\$1.80
1450 - RETURN ITEM REDEPOSIT	100402	3	\$3.0000	\$9.00
Subtotal				\$326.01
DISBURSEMENT SERVICES				
2338 - STOP PAYMENT AUTOMATIC RENEWAL	150412	9	\$5.0000	\$45.00
2370 - CHECK / DEBIT POSTED	010100	364	\$0.0608	\$22.12
3495 - IMAGE STORAGE PER ITEM	151351	403	\$0.0100	\$4.03
6618 - CHECK INQUIRY MAINTENANCE	151710	4	\$5.0000	\$20.00
6625 - EXCEPTION NOTIFICATION - ACCT	150030	3	\$10.0000	\$30.00
6639 - STOP PAYMENT - ELECTRONIC	150410	7	\$12.0000	\$84.00
Subtotal				\$205.15
JPMORGAN ACCESS				
6040 - MONTHLY SERVICE	400610	1	\$0.0000	\$0.00
6041 - ACCOUNTS REPORTED	40044Z	5	\$15.0000	\$75.00
6045 - TRANSACTIONS REPORTED - 1 YEAR	40066Z	784	\$0.0250	\$19.60
6053 - EXTENDED TRANSACTION DETAIL	40066Z	2,875	\$0.0000	\$0.00
Subtotal				\$94.60
OTHER CHARGES AND CREDITS				
8809 - RESEARCH ADJUSTMENT CREDIT	999999	2	\$0.0000	\$0.00
Subtotal				\$0.00
RECONCILIATION SERVICES				
3228 - PAYEE NAME VERIFICATION	150122	362	\$0.0100	\$3.62
3262 - POSITIVE PAY MAINTENANCE	150030	3	\$0.0000	\$0.00
3263 - EXCEPTION ITEM	150300	12	\$2.0417	\$24.50
3268 - PP NON RECON MAINTENANCE	150030	3	\$8.0000	\$24.00
3270 - POS PAY WITHOUT RECON ITEMS	150120	364	\$0.0000	\$0.00
3272 - CHECK EXCEPTION RETURN	150320	12	\$15.0000	\$180.00
3294 - DATA ENTRY - MANUAL	200210	2	\$2.0000	\$4.00
3386 - IMAGE CAPTURE PER ITEM	151351	403	\$0.0100	\$4.03
Subtotal				\$240.15
VAULT SERVICES				
1310 - VAULT DEPOSIT	100100	32	\$0.7500	\$24.00
1459 - VAULT DEPOSIT PER \$1,000	10011Z	23	\$0.7532	\$17.32
1471 - VAULT NOTES DEPOSITED	100118	663	\$0.0000	\$0.00
1475 - VAULT DEPOSIT ROLLED COIN	100110	3	\$0.2000	\$0.60
1506 - VAULT DEP PARTIAL OR MIXED BAG	100111	1	\$7.5000	\$7.50
1617 - VAULT DEPOSIT ADJUSTMENT	100501	1	\$5.0000	\$5.00
Subtotal				\$54.42
WIRE - U.S.				
5445 - FW SURCHARGE POST 5PM RECEIPT	350599	1	\$0.2600	\$0.26
5822 - ELECTRONIC BOOK DEBIT S/T	350124	5	\$5.0000	\$25.00
5824 - ELECTRONIC FED DEBIT S/T	350100	4	\$5.0000	\$20.00
5883 - FED TRANSFER FEE	350599	9	\$0.0000	\$0.00
5886 - BOOK CREDIT	350320	3	\$1.0000	\$3.00
5887 - FED CREDIT S/T	350300	5	\$5.0000	\$25.00
5929 - PHONE DEBIT ADVICE	350412	0	\$0.0000	\$0.00
5930 - PHONE CREDIT ADVICE	350412	0	\$0.0000	\$0.00
6408 - ADVICE - NOT CHARGE	999999	16	\$0.0000	\$0.00
Subtotal				\$73.26

Pro forma Notes, Assumptions & Disclaimers

Additional Pricing Detail

FILE TRANSMISSION REC.- VPN 524	
Unit Price	0.0000
Flat Charge	150.0000

STATEMENT CYCLES 1010	
Unit Price	0.0000
Tiered	
Volume	Price
2+	5.0000

* 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.

BANKING SERVICES PROPOSAL – REQUIRED SERVICES

Estimated Monthly Activity Detail

<u>Service Description</u>	<u>Unit Volume</u>	<u>Activity Pri</u>	<u>Unit Total</u>	<u>AFP</u>	<u>Service Code/ Comments</u>
General Account Services:					
Account Maintenance	5	5.0000	25	010000	1005
Checks Returned with Statements Footnote¹	2	No charge	0	400610	6040
Depository Services					
Deposits (on Payroll Account)	26	0.0150	0.39	100210	520
Checks Paid	12	0.0107	0.1284	010100	7641
Deposited Items - On Us	170	0.1000	17	100220	501
Deposited Items – Local Clearing	7400	0.0150	111	100214	526
Deposited Items – Other	4700	0.0150	70.5	100214	528
Currency Deposited Footnote⁵	75000	0.7500	56.49	100100	1310
Returned Item Debit	30	4.0000	120	100400	1435
ACH Returned Item Debit	15	No charge	0	100400	1436
Returned Item Reclear Fee	20	3.0000	60	100402	1450
Returned Item Special Handling	5	6.0000	30	100401	1457
Controlled Disbursement Services					
Checks Paid (on Accounts Payable)	550	0.0608	33.44	010100	2370
Reporter ID's	1	5.0000	5	010020	7856
Positive Pay Package	1	No charge	0	150030	3262
Cash Reporter/Information Reporting	1	15.0000	15	40044Z	6041
ACH Services					
File Input Footnote²	10	No charge	0	100210	524
Credit - Incoming	100	0.0100	1	250201	2716
Debit – Incoming	127	0.0100	1.27	250200	2717
Notification of Change Footnote³	1	1.0000	1	251070	2722
Originated Debit or Credit	140	0.0100	1.4	250101	2742
Originated Debit or Credit - Transit	2,600	0.0100	26	250100	2744
wire transfer services					
Incoming Domestic Wire	10	5.0000	50	350300	5887
Outgoing Domestic Wire	5	5.0000	25	350100	5824
Non-PC Repetitive Outgoing Domestic Wire	5	75.0000	375	350200	5853
Wire Notification (Phone)	4	0.0000	0	350412	5929
Information Reporting Services					
Basic Online A/C Maintenance Footnote⁴	1	0.0000	0	400610	6040
Basic Online Detail Transactions	350	0.0300	10.5	40066Z	6045
Online CM ACH Maintenance (Stand Alone)	1	8.0000	8	250000	2746
ACH Upload Expense Footnote²	1	No Charge	0	100210	524
Additional J.P. Morgan Charges					
Notification of Change - Online	0	0.0000	0	250400	2730
Accounts Reported	4	15.0000	60	40044Z	6041
JPM Access ACH Maintenance	2	8.0000	16	250000	2746
Vault Deposit Per \$1,000	0	0.7532	0	10011Z	1459
Grand Total \$			1119.118		

A-2

Footnotes

⁰Additional J.P. Morgan line items are designated in blue. These line items may or may not be assessed and are for disclosure purposes. Please note that while every attempt is made to identify each applicable service code and volume provided by the City, actual volumes may result in different charges than are specified above.

¹Statements are available online via ACCESS at no cost

²Monthly maintenance charge per company ID for J.P. Morgan ACCESS ACH services.

³Priced at 0.0000 for each Notification of Change item reported online via the J.P. Morgan ACCESS Special Report module

⁴Priced at 0.0000 monthly maintenance for J.P. Morgan ACCESS. Accounts reported (row 45) within J.P. Morgan ACCESS are subject to monthly maintenance charge for Cash Balances and Transactions Reporting account.

⁵Tiered pricing -- vault deposit priced at 0.7500 and vault deposit per \$1000 priced at 0.7532. Please note amount in cell D16 was based on vault deposit per \$1,000.

EXHIBIT C
INSURANCE

1. **Required Insurance.** Before commencing any services, Consultant must procure and maintain in full force and effect during the term of this Agreement the following types of insurance with at least the minimum coverage listed and subject to the applicable additional requirements set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial General Liability	\$1,000,000 / \$2,000,000 Aggregate
Business Automobile Liability	\$1,000,000
Workers' Compensation	Statutory Requirements
Bankers Professional Liability	\$1,000,000
Cyber Liability	\$1,000,000

2. **Insurance Rating.** All insurance required to be maintained by Consultant must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A- or better and Financial Size Category Class VII or better by the latest edition of A.M. Best's Key Rating Guide, unless otherwise approved by City's legal counsel.
3. **Commercial General Liability Insurance.** The commercial general liability insurance must meet or exceed the requirements of Insurance Services Office (ISO) form CG 00 01, and must be provided on a per occurrence basis for bodily injury, personal injury, and property damage. The policy must include contractual liability coverage. The insurance must be on an "occurrence" not a "claims made" basis. Defense costs included. There must be no cross-liability exclusion for claims or suits by one insured against another. The insurance must include a waiver of subrogation applicable to the insurance or self-insurance, a primary and non-contributory endorsement, and an additional insured endorsement, all in favor of the City, its officers, employees and agents.
4. **Business Automobile Insurance.** The business automobile insurance coverage must be at least as broad as ISO Business Auto Coverage form CA 00 01, covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount stated above per combined single limit for each accident. Such insurance must include both a waiver of subrogation applicable to the insurance or self-insurance, and a primary and non-contributory endorsement, both in favor of the City, its officers, employees, agents,.
5. **Workers' Compensation.** If Consultant has any employees, Consultant must maintain workers' compensation insurance (statutory limits) and employer's liability insurance (with limits of at least \$1,000,000 per accident, limits can be met through umbrella liability). Such insurance must include a waiver of subrogation endorsement in favor of City, its officers, employees, agents,.
6. **Bankers Professional Liability (Errors & Omissions) Insurance.** The professional liability insurance must cover the services to be performed under this Agreement. The coverage can be provided on a "claims made" basis. Consultant must maintain continuous coverage

through a period not less than two years after the completion of the services required under this Agreement.

7. **Cyber Liability Insurance.** The cyber liability insurance must include the following coverage:
- a. Liability arising from the computer theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such computer theft, dissemination or use of the confidential information.
 - b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
 - c. [Reserved].
 - d. Electronic media liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing,.
 - e. Liability arising from the failure to render professional services

If coverage is maintained on a “claims-made” basis, Consultant must maintain such coverage for an additional period of two years following termination of the Agreement.

8. **Umbrella or Excess Liability Insurance.** If an excess or umbrella liability policy is used to meet minimum limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella or excess liability policy must include a “drop-down provision” requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason. Coverage must be provided on a “pay-on-behalf” basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another.. Coverage must be applicable to insureds under the primary policies. The insurance must contain or be endorsed to contain a waiver of subrogation applicable to the insurance or self-insurance, and a primary and non-contributory endorsement for the benefit of City.
9. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to the City...
10. **Certificates of Insurance and Endorsements; Notice of Termination or Changes to Policies.** Prior to commencing any services under this Agreement, Consultant must file with the City certificates of insurance and endorsements evidencing the existence of insurance required by this Agreement. These certificates of insurance and endorsements must be in ACORD form. Consultant must maintain current certificates and endorsements on file with City during the term of this Agreement reflecting the existence of all required insurance. Consultant shall endeavor to send notice if limits fall below minimum requirement of this agreement. The delivery to City of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the City’s right to require compliance.
11. **Effect of Coverage.** The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant’s indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Any

insurance proceeds available to City in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.

- 12. Required Insurance for Subconsultants/Subcontractors.** Consultant agrees to ensure that any subconsultants/subcontractors providing services under this Agreement provide the insurance coverage and endorsements required of Consultant. Consultant agrees to review and monitor all such coverage ensuring that such coverage is provided in conformity with the requirements of this Agreement.
- 13. Right to Revise Insurance Specifications.** City reserves the right to change the amounts and types of insurance required by giving Consultant at least 90 days advance written notice of such change. If such change results in substantial additional cost to Consultant, the parties may renegotiate Consultant's compensation.
- 14. Timely Notice of Claims.** Each party must give the other party prompt notice of claims made of lawsuits initiated that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability insurance policies.

EXHIBIT D
SERVICE TERMS

[Attachment]



ACCOUNT TERMS

V1.7_02_03_21

INTRODUCTION

This document, as amended or supplemented by account addenda for each country in which the Accounts are held, (collectively, the “Account Terms”) contains the general terms, conditions and disclosures for the Accounts and Services selected by the Customer and constitutes an agreement between the Bank and the Customer and supersedes all previous drafts, discussions and negotiations, whether oral or written, between them in connection with the opening of Accounts and receipt of Services.

References to the “Bank” shall mean **JPMorgan Chase Bank, N.A.**, and any of its affiliates. References to the “Customer” shall mean the entity to which the Bank, as an independent contractor, provides Accounts and Services. All accounts subject to the Account Terms are, regardless of their location, referred to as “Accounts”. References to “Services” shall mean services offered by the Bank and subject to the Account Terms and any applicable Service Terms. References to “Service Terms” shall mean any terms and conditions regarding specific types of Accounts or Services that are subject to the Account Terms. Use of a Service constitutes acceptance of the relevant Service Terms. In addition to the Account Terms and Service Terms, the Accounts are subject to other Account-related documentation, including signature cards and application forms (the “Account Documentation”).

The Customer shall not transfer any of its rights and obligations in an Account or with respect to a Service, or create any form of security interest over such rights and obligations in an Account, without the prior written consent of the Bank. Failure to obtain the Bank’s prior written consent constitutes a breach of these Account Terms by the Customer and may result in immediate closure of Accounts or termination of Services.

The Account Terms, Account Documentation and Service Terms may vary applicable law to the maximum extent permitted under any such law. Any provision of applicable law that cannot be varied shall supersede any conflicting term of the Account Terms, Account Documentation or Service Terms.

The Account Terms may be supplemented or amended as set forth in Section 17.6 (Amendments; Supplement; Waivers) herein.

1. Authorized Persons.

1.1 Authorized Persons. The Bank is authorized to rely on any document or designation that identifies a person authorized to act on behalf of the Customer (“Authorized Person”) with respect to the Accounts and Services, until the authority for such Authorized Person is withdrawn by the Customer upon written notice to the Bank, and the Bank has had a reasonable opportunity to act on such notice. The Customer will provide a specimen signature for Authorized Persons in the manner requested by the Bank.

1.2 Authorizations. Each Authorized Person is independent of the Bank and, subject to any written limitation provided by the Customer and received and accepted by the Bank, is authorized on behalf of the Customer to: open, operate and close Accounts; overdraw Accounts as permitted by the Bank; appoint and remove Authorized Persons; execute or otherwise agree to any form of agreement relating to the Accounts or Services, including Account Documentation; execute guarantees, indemnities or other undertakings to the Bank in relation to guarantees, letters of credit or other financial transactions, or in relation to missing documents; draw, accept, endorse or discount checks, drafts, bills of exchange, notes and other financial instruments (“Items”); receive materials related to security procedures; and give instructions (“Instructions”), including requests and payment orders, by means other than the signing of an Item, with respect to any Account transaction. Without limitation, such Instructions may direct: (i) the payment, transfer or withdrawal of funds; (ii) the disposition of money, credits, items or property at any time held by the Bank for account of the Customer; (iii) the provision of access as described in Section 1.4 (Third Party Access) and Section 2.1 (Third Party Instructions) below; (iv) the provision of information regarding the Accounts; (v) any other transaction of the Customer with the Bank; or (vi) the amendment or cancellation of any prior Instruction.

1.3 Facsimile Signatures. If the Customer provides the Bank with facsimile signature specimens, or if the Customer issues Items with a facsimile signature on one or more occasions, the Bank is authorized to pay Items signed by facsimile signature (including computer generated signatures) if the actual or purported facsimile signature, regardless of how or by whom affixed, resembles the specimens filed with the Bank by the Customer, or resembles a specimen facsimile signature otherwise employed for the Customer’s benefit.

1.4 Third Party Access. The Customer may request that the Bank permit a third party to have access to an Account by submitting an access request in a form acceptable to the Bank (an “Access Request”, and the third party designated in such form will be referred to as a “Third Party”). Each Third Party is authorized by the Customer to issue Instructions to the Bank in relation to an Account, including to initiate payments and transfers against an Account, and to access and receive balance and transaction information (including account statements, information reporting and transaction advices) by any method of communication, including the Bank’s electronic channels, facsimile transmission, in writing, by telephone and SWIFT message, and the Bank is authorized to act on such Instructions and provide such access as described in this Section and Section 2.1 (Third Party Instructions) below. Subject to the Third Party’s completion of documentation required by the Bank, the Bank is authorized to act upon any Instructions issued in the name of any authorized person of the Third Party who has been nominated by the Third Party in a form acceptable to the Bank, and such authorized person shall be deemed an Authorized Person with respect to the provisions of these Account Terms relating to the use of the Accounts and the giving of Instructions with respect to the Accounts. The Customer may revoke an Access Request at any time by giving the Bank written notice of such revocation; such revocation shall be effective when the Bank has received such notice and has had a reasonable opportunity to act upon it.

2. Security Procedures; Confirmations.

2.1 Security Procedures Generally. When issuing Instructions, the Customer is required to follow the Bank’s security procedures as communicated to the Customer by the Bank from time to time, including the procedures set forth herein, and shall be bound by such security procedures for use of the Service. Upon receipt of an Instruction, the Bank will use the security procedures to verify that the Instruction is effective as that of the Customer. A security procedure may require the use of algorithms or other codes, identifying words or numbers, encryption, call back procedures or



similar security devices. It is understood that the purpose of the security procedure is to verify the authenticity of, and not to detect errors in, Instructions. The Customer shall safeguard the security procedure and make it available only to persons that it has authorized. Any Instruction, the authenticity of which has been verified through such security procedure, shall be effective as that of the Customer, whether or not authorized.

Security Procedure for Verbal or Written Instructions. Unless the Customer and the Bank have agreed in writing to an alternate security procedure, the Bank may verify the authenticity of verbal or written (including those transmitted by facsimile) funds transfer Instructions by telephonic call-back to an Authorized Person. The Customer agrees that this security procedure is commercially reasonable for such Instructions.

Security Procedure for Instructions Received through Electronic Channels. If the Bank receives an Instruction in the name of the Customer by means of any of Bank's electronic channels, the Customer's SWIFT BIC codes, or other electronic channels through which the Bank has notified Customer that it will accept Instructions, then Bank may rely on authentication procedures established by such electronic channels as the security procedure. Any such Instruction shall be deemed to have been given by an Authorized Person and shall be effective as that of the Customer, whether or not authorized. By using an electronic channel to provide Instructions to the Bank, the Customer agrees that this security procedure is commercially reasonable for such Instructions.

Security Procedure for Third Party Instructions. The security procedures applicable to Instructions from any Third Party shall be those security procedures established by the Bank with the Third Party. Any Instruction that the Bank receives from the Third Party, the authenticity of which has been verified through such security procedure, shall be effective as that of the Customer, whether or not authorized, and shall be deemed an Instruction given on behalf of the Customer for all purposes of these Account Terms. The Bank is authorized to act upon any Instructions received via any of the SWIFT BIC codes specified in an Access Request whether or not such SWIFT BIC codes are associated with the Customer or the Third Party.

2.2 Confirmations. If the Customer, other than with respect to security procedures, chooses to confirm an Instruction, any confirmation must be clearly marked as a confirmation, and, if there is any discrepancy between an Instruction and a confirmation, the terms of the Instruction shall prevail. Subject to [Section 2.1 \(Security Procedure for Verbal or Written Instructions\)](#), the Bank may, at its option, confirm or clarify any request or Instruction using any means, even if a security procedure appears to have been followed. If the Bank is not satisfied with any confirmation or clarification, it may decline to honor the Instruction.

3. Deposits.

3.1 Processing Incoming Items. All Items deposited or cashed are received for collection only and are subject to receipt of final payment. The Bank may agree with other banks and clearing houses to vary procedures regarding the collection or return of Items, and deadlines to the extent permitted by applicable law or market practice. The Bank chooses the method of collecting Items and may use other banks in the process. The Bank will present Items in accordance with the custom and market practice of the jurisdictions in which the Items are handled for collection. The Bank is not responsible for actions or omissions of other banks, nor for the loss or destruction of any Item in the possession of other banks or in transit. The Customer shall use reasonable efforts to assist the Bank in locating or obtaining replacements of Items lost while in the Bank's possession. For purposes of determining when an Item is sent to the Customer, the provision of an image of the Item or information identifying the Item (e.g., Item number, amount, date of Item) is a sufficient substitute for the actual Item.

3.2 Availability of Funds; Credits Not Received. Credits and deposits to an Account will be available in accordance with the Bank's availability policy and applicable law. If the Bank credits an Account: (i) in contemplation of receiving funds for the Customer's credit and those funds are not actually received by the Bank; or (ii) in reliance on a transaction which is subsequently returned, reversed, set aside or revoked, or if the Bank does not receive funds for the Customer's credit for value on the date advised by or on behalf of the Customer, or if final settlement is not received by the Bank for any reason, then the Bank shall be entitled to debit any Account of the Customer with the amount previously credited and/or with any other charges incurred, even if doing so creates or increases an overdraft.

3.3 Collection Basis Processing. If an Item is processed by the Bank on a collection basis, the Bank may defer credit to the relevant Account until it has received final, non-reversible, payment in accordance with applicable law and market practice.

4. Payment of Items.

4.1 Processing Outgoing Items. The Bank is authorized to pay any Item drawn on the Account, in accordance with the Bank's usual procedures, including any Item that purports to be a substitute check. The Bank is authorized to debit the Account on which the Item is drawn on the day the Item is presented, certified or accepted, or at such earlier time when the Bank receives notice by electronic or other means that an Item drawn on an Account has been deposited for collection. The Bank may determine Account balances in order to decide whether to dishonor an Item for insufficient funds at any time between receiving such presentment or notice and the time of the return of the Item, and need make no more than one such determination.

4.2 No Inquiry. The Bank is authorized to pay all Items presented to it or cashed at the Bank, regardless of amount and without inquiry as to the circumstances of issue, negotiation or endorsement or as to the disposition of proceeds, even if drawn, endorsed or payable to cash, bearer or the order of the signer or any Authorized Person or to a lender in payment of the signer's or Authorized Person's obligations.

4.3 Limitations. The Customer shall immediately notify the Bank if it becomes aware that any Items (whether completed or blank) are lost or stolen. The Customer shall not allow any third party to issue Items against or otherwise use the Accounts unless specifically agreed to in writing by the Bank. The Customer shall not issue Items that are post-dated, and the Bank shall not be liable for any damages caused by premature payment or



certification of a post-dated Item. Further, the Customer shall not put any condition, restriction, or legend on any Item; and the Bank is not required to comply with any such condition, restriction or legend.

4.4 Electronic Processing; Specifications. The Bank may process any Item by electronic means. All Items issued by the Customer against any Account must comply with industry standards and the Bank's check specifications and image standards, published from time to time. The Bank shall not be liable for damages or losses due to any delay or failure in procuring, collecting, or paying Items not conforming to such specifications or standards, except to the extent such losses or damages are the direct result of the Bank's gross negligence or willful misconduct.

5. Funds Transfer Instructions.

5.1 Processing Funds Transfer Instructions. The Customer may issue funds transfer Instructions against Accounts, subject to the Bank's acceptance. Funds transfer Instructions will be received, processed and transmitted only on the Bank's funds transfer business days, and within the Bank's established cut-off hours on such days. Instructions requesting cancellation or amendment of funds transfer Instructions must be clearly marked as such and received at a time and in a manner affording the Bank a reasonable opportunity to act on the cancellation or amendment Instruction. The Customer may reverse, amend, cancel or revoke any Instructions only with the consent of the Bank and, if applicable, the beneficiary's bank. The Bank will debit the Account for the amount of each funds transfer Instruction accepted by the Bank, and the Customer authorizes the Bank to debit the Account for, or deduct from the amount of the funds transfer, all associated fees, including debit and credit processing charges. In processing a funds transfer, other banks may deduct fees from the funds transfer. No restrictions upon the acceptance of funds transfer Instructions by the Bank or upon the Accounts that the Bank may debit shall be binding unless agreed to by the Bank in writing. The Bank shall not be required to inquire into the circumstances of any transaction.

5.2 Acting on Instructions. Notwithstanding any Instructions by the Customer to the contrary, the Bank reserves the right to use any funds transfer system and any intermediary bank in the execution of any funds transfer Instruction and may otherwise use any means of executing the funds transfer Instruction that the Bank deems reasonable in the circumstances.

5.3 Inconsistent Name and Number. The Bank and other financial institutions, including the beneficiary's bank, may rely upon the identifying number of the beneficiary, the beneficiary's bank or any intermediary bank included in a funds transfer Instruction, even if it identifies a person different from the beneficiary, the beneficiary's bank or intermediary bank identified by name.

5.4 Foreign Exchange.

- (a) If the Bank accepts a funds transfer Instruction issued in the Customer's name for payment in a currency (the "Non-Account Currency") other than the currency of the Account (the "Account Currency"), the Bank is authorized to enter into a foreign exchange transaction to sell to the Customer the amount of Non-Account Currency required to complete the funds transfer and debit the Account for the purchase price of the Non-Account Currency. If the Bank receives a payment to the Account in a Non-Account Currency, the Bank is authorized to purchase the Non-Account Currency from the Customer and to credit the purchase price to the Customer's Account in lieu of the Non-Account Currency.
- (b) The applicable foreign exchange rate and spread for any of the foregoing transactions shall be determined by the Bank in its sole discretion and may differ from foreign exchange rates and spreads at which comparable transactions are entered into with other customers or the range of foreign exchange rates or spreads at which the Bank otherwise enters into foreign exchange transactions on the relevant date. The Bank may generate additional profit or loss in connection with the Bank's execution of a foreign exchange transaction or management of its risk related thereto in addition to the applicable spread. Further, (i) the Bank may execute such foreign exchange transactions in such manner as the Bank determines in its sole discretion; and (ii) the Bank may manage the associated risks of the Bank's own position in the market in a manner it deems appropriate without regard to the impact of such activities on the Customer. Any such foreign exchange transaction will be between the Bank and the Customer as principals, and the Bank will not be acting as agent or fiduciary for the Customer.
- (c) Notwithstanding any prior action or course of dealing, subject to applicable law, the Bank has no obligation to cancel, reverse or otherwise buy back foreign currencies purchased by the Customer under a Service and the Bank makes no commitment to buy back currencies. The Customer acknowledges that it may not be able to sell back certain foreign currencies once purchased.

5.5 Cancellation of Foreign Exchange Drafts. Subject to applicable law, the Bank may cancel any draft issued by the Bank on behalf of the Customer in a Non-Account Currency if the draft is not presented for payment within one hundred eighty (180) calendar days after the date of issuance, and the Customer authorizes the Bank to recredit the Customer's Account with an equivalent amount of Account Currency at a foreign exchange rate and spread, and at such date and time, as the Bank determines in its sole discretion. Following such cancellation, the Customer shall be responsible for all claims that may be asserted against the Bank in respect of the draft.

6. Interest; Fees; Taxes.

6.1 Interest. The Bank may apply interest on balances in Accounts at rates determined by the Bank in its sole discretion, subject to any withholding or deduction for tax as required by applicable law (including the Foreign Account Tax Compliance Act ("FATCA")). The Bank may deduct from the Accounts charges for early withdrawals, which may include a deduction from principal (if permitted or required by law). If the rate applied by the Bank is negative, the Customer may be required to make a negative rate payment, including on non-interest bearing Accounts, which the Bank shall be entitled to collect by debiting the Account.



6.2 Fees and Taxes.

- (a) The Bank may impose and the Customer will pay fees for Accounts and Services provided by the Bank, including transaction, maintenance, balance-deficiency, and service fees and other charges (collectively "**Fees**"). The Bank may debit any Account for Fees and/or Taxes, even if such debit creates or increases an overdraft of the Account. References to "**Taxes**" shall mean any taxes (including value added taxes, sales taxes and similar taxes), levies, imposts, deductions, charges, stamp, transaction and other duties and withholdings (together with any related interest, penalties, fines, and expenses) in connection with the Fees, Accounts or Services (including payments or receipts to an Account) except if such Taxes are imposed on the overall net income of the Bank.
- (b) All payments (including Fees and interest on overdrafts) from the Customer to the Bank pursuant to the Account Terms, the Service Terms and any Account Documentation shall be in full, without set-off or counterclaim, and free of any withholding or deduction (collectively, a "**Deduction**") related to any tax or other claim, unless a Deduction is required by applicable law. If any Deduction is required by applicable law in respect of any payment due to the Bank, the Customer shall:
- (i) ensure that the Deduction is made;
 - (ii) pay the amount of the Deduction as required by applicable law;
 - (iii) increase the payment in respect of which the Deduction is required so that the net amount received by the Bank after the Deduction shall be equal to the amount which the Bank would have been entitled to receive in the absence of any requirement to make any Deduction; and
 - (iv) deliver to the Bank, within thirty (30) days after it has made payment to the applicable authority, a certified copy of the original receipt issued by the authority, evidencing the payment to the authority of all amounts required to be deducted.
- (c) All Fees are exclusive of Taxes. In addition to any Fees or other amounts due and except to the extent the Bank is otherwise compensated for such Taxes under this **Section 6**, the Customer will pay or reimburse the Bank for any Taxes which the Bank is required to account for to any tax authority under any applicable law and, where required by applicable law, the Customer shall account for any Taxes directly to the applicable tax authority.

6.3 Tax Documentation and Information. The Customer will provide the Bank with such documentation and information as the Bank may require in connection with taxation, and warrants that such information is true and correct in every respect and shall immediately notify the Bank if any information requires updating or correction.

7. Account Statements.

The Bank will issue Account statements, confirmations, or advices ("**Account Statements**") at the frequency and in the manner advised to the Customer from time to time. The Customer is responsible for ensuring that an Authorized Person promptly examines each Account Statement and any accompanying Items that are made available to it by the Bank, and reporting any irregularities to the Bank in writing, including any claim of unauthorized funds transfer activity. The Bank shall not be responsible for the Customer's reliance on balance, transaction or related information that is subsequently updated or corrected or for the accuracy or timeliness of information supplied by any third party to the Bank. Electronic Account Statements, if applicable, shall be deemed to be received by the Customer when the Bank sends notice to the Customer that the Account Statement has been posted by electronic means (including by posting such Account Statement on a Bank website).

8. Overdrafts.

8.1 Overdrafts. The Bank may debit an Account even if the debit may cause or increase an overdraft. Unless otherwise agreed in writing, the Bank is under no obligation to permit any overdraft or to continue to permit overdrafts after having permitted an overdraft or to provide notice of any refusal to permit an overdraft, in each case notwithstanding any prior action or course of dealing. Any overdraft shall be immediately due and payable by the Customer to the Bank, unless otherwise agreed in writing. If the Bank permits an overdraft, the Bank is authorized to charge interest on the amount of the overdraft as long as the overdraft is outstanding, at a rate determined by the Bank, up to the maximum rate permitted by law at the time of the overdraft or at the specific rate agreed in writing between the Customer and the Bank. Subject to applicable law, interest shall accrue on any negative balance in an Account notwithstanding closure of the Account and/or termination of these Account Terms. If the Bank pays an Item that causes or increases an overdraft, the Bank may deduct applicable Fees and expenses from the Account without notice.

8.2 Order of Payment. When Items and other debits to the Account are presented to the Bank for payment on the same day and there are insufficient available funds in the Account to pay all of these transactions, the Bank may choose the order in which it pays transactions, including the largest transaction first or any other order determined by the Bank, in its sole discretion.

9. Set Off; Security Interest.

9.1 Set-Off. The Bank may at any time, without prejudice to any other rights which it may have, and without prior notice or demand for payment, combine, consolidate or merge all or any of the Accounts of the Customer or may retain, apply or set off any money, deposits or balances held in, or standing to the credit of, any Account in any currency towards payment of any amount owing by the Customer to the Bank or any of its affiliates. The Bank shall be entitled to accelerate the maturity of any time deposit or fixed term deposit. For the purposes of this Section the Bank may effect currency conversions at such times or rates as it may think reasonable and may effect such transfers between any Accounts as it considers necessary.



9.2 Security Interest. The Customer grants to the Bank a lien and security interest in any Accounts of the Customer at the Bank, in order to secure any and all obligations and liabilities of the Customer to the Bank or any of its affiliates.

10. Confidential Information; Agents; Consents.

10.1 Confidential Information. "Confidential Information" means and includes all non-public information regarding the Customer, its Accounts or the Services. The term Confidential Information does not include information which is or becomes publicly available by means other than the Bank's breach of this section, information the Bank develops independently without the use of Confidential Information, or information the Bank obtains from a third-party that is not reasonably known to have confidentiality obligations for such information.

- (a) The Bank will maintain Confidential Information in the same manner it maintains its own confidential information.
- (b) The Customer authorizes the Bank and its agents, employees, officers and directors and affiliates to use Confidential Information (i) to provide services to and administer the relationship with Customer, (ii) for any operational, credit or risk management purposes, (iii) for due diligence, verification or sanctions or transaction screening purposes, (iv) for the prevention or investigation of crime, fraud or any malpractice, including the prevention of terrorism, money laundering and corruption, (v) to improve and develop products or services, including, but not limited to using data analytics, (vi) for compliance with any legal, regulatory or tax requirements or tax reporting or any industry standard, code of practice, or internal policies or (vii) with prior consent of the Customer.
- (c) In connection with the permitted uses set forth in subsection (b), the Customer authorizes the Bank and its agents, employees, officers and directors and affiliates to disclose Confidential Information to (i) any subcontractor, consultant, agent, or any other unaffiliated third party or service provider, including the transmission of information to other banks and clearing houses and through channels and networks operated by third parties that the Bank reasonably believes is required in connection with the Services and provided that such parties are subject to equivalent confidentiality obligations; (ii) to the Bank's professional advisors, auditors or public accountants; (iii) the Bank's subsidiaries, affiliates and branches and their relevant parties as set forth in subsection (i) and (ii) herein; (iv) to a proposed assignee of the Bank's rights under the Account Documentation; and (v) with the consent of the Customer.
- (d) In addition to the foregoing, the Bank may use and disclose Confidential Information as required by (i) applicable law or courts of competent jurisdiction; (ii) governmental or regulatory or supervisory authorities, or law enforcement agencies with jurisdiction over the Bank's or Customer's businesses; or (iii) to establish, exercise or defend claims, enforce legal rights, or satisfy the legal obligations of the Bank.
- (e) The Customer acknowledges that: (i) permitted disclosures of Confidential Information may be transmitted across national boundaries in the context of outsourcing arrangements and through networks, including networks owned and operated by third parties; and (ii) the Bank may process or store, or engage service providers to process or store Confidential Information on its behalf, both in its own premises and those of its services providers, located in, amongst others, the European Economic Area, the United States of America, India, the Philippines, Singapore, Hong Kong, Australia, China, Japan, Brazil, Mexico, Argentina, Colombia, Chile, South Africa, Russia and any other country where the Bank or such service providers conduct business.

10.2 Agents. The Bank may appoint or retain any agent (who may be any affiliate of the Bank or any unaffiliated third party) either at the Account location or outside, to perform data processing, collection and/or any other services in connection with the Accounts and Services.

10.3 Consents. The Customer represents and warrants that prior to submitting to the Bank information about natural persons related to the Customer (including Authorized Persons, users of the Bank's electronic access systems, officers and directors, employees, beneficial owners, and customers and persons on whose behalf the Customer is receiving or transmitting funds, issuing items or maintaining an Account), the Customer shall have obtained such consents as may be required by applicable law or agreement, for the Bank to process and use the information for purposes of providing the Accounts or Services.

11. Liability Limitation; Force Majeure.

11.1 Liability. The Bank, its agents, employees, officers and directors, shall not be liable for any damage, loss, expense or liability of any nature which the Customer may suffer or incur, except to the extent of losses or expenses directly resulting from the gross negligence or willful misconduct of the Bank, its agents, employees, officers or directors. The Bank, its agents, employees, officers and directors shall not, in any event, be liable for indirect, special, consequential or punitive loss or damage of any kind (including lost profits, loss of business or loss of goodwill), in each case, whether or not foreseeable, even if the Bank, its agents, employees, officers or directors have been advised of the likelihood of such loss or damage, and regardless of whether the claim for loss or damage is made in negligence, gross negligence, for breach of contract or otherwise; provided, however, that the foregoing shall not apply to the extent such loss or damage is caused by fraud on the part of the Bank, its agents, employees, officers or directors. Customer shall promptly provide the Bank with a notice of any claims it receives regarding a Service.

11.2 Force Majeure. Neither the Bank nor the Customer shall be liable for any loss or damage, expense or liability of any nature to the other for its failure to perform or delay in the performance of its obligations resulting from an act of God, act of governmental or other authority, de jure or de facto, legal constraint, civil or labor disturbance, fraud or forgery (other than on the part of the other party or its employees), war, terrorism, catastrophe, fire, flood or electrical, computer, mechanical or telecommunications failure or malfunction, including inability to obtain or interruption of communications facilities, or failure of any agent or correspondent, or unavailability or failure of or the effect of rules or operations of a payment or funds transfer system, including non-availability of appropriate foreign exchange or foreign currency, or any cause beyond its reasonable control.



12. Indemnity.

The Customer indemnifies and holds the Bank, and its agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) (collectively, "Losses") arising out of or resulting from: (i) the Bank's acceptance or execution of any request, direction or transaction in connection with any Account or any Service provided to the Customer, including Items and Instructions; or (ii) the Bank's payment of any taxes, interest or penalty otherwise due from the Customer paid on the Customer's behalf, or for which the Bank has no responsibility under the Account Terms, the Service Terms or any Account Documentation. Notwithstanding the foregoing, the Bank, its agents, employees, officers and directors shall not be indemnified for any Losses to the extent resulting directly from its own gross negligence, willful misconduct or fraud.

13. Notices.

13.1 Notice to the Customer. All Account Terms, Service Terms, Account Documentation, notices and other documents may be delivered, made available and/or made accessible to the Customer by ordinary mail or courier at the address of the Customer provided to the Bank, or by facsimile transmission, electronic means and channels (including SWIFT message, emails and by posting on a Bank website) or by such other means as the Customer and the Bank may agree upon from time to time.

13.2 Notice to the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Bank officer or service representative managing the Account or to any other address notified by the Bank to the Customer in writing from time to time, and must be sent by ordinary mail, by courier, by facsimile transmission, by electronic transmission or by such other means as the Customer and the Bank agree upon from time to time. The Bank shall have a reasonable time to act on any notices received.

14. Termination.

Either the Bank or the Customer may close an Account and/or terminate a Service:

- (a) by giving the other party not less than thirty (30) calendar days' prior written notice of intent to close or terminate, or
- (b) immediately upon written notice to the other party in the event of: (i) a breach of the Account Terms, Account Documentation or Service Terms by the other party; (ii) the other party's inability to meet its debts as they become due, receivership, administration, liquidation, or voluntary or involuntary bankruptcy; or the institution of any proceeding therefor, any assignment for the benefit of the other party's creditors, or anything analogous to the foregoing in any applicable jurisdiction, or a determination in good faith by the terminating party that the financial or business condition of the other party has become impaired; (iii) a determination by the terminating party, in its sole opinion, that termination is necessary or required by applicable legal, tax or regulatory requirements, or as a result of a court or regulatory agency order or proceeding; or (iv) a good faith belief by the terminating party that the other party is engaged in activities that are inconsistent with the terminating party's policies, provided however, that any closure and/or termination will be effective only after the Bank has had reasonable time to act on such notice.

The Bank shall only be required to process requests or Instructions for transactions that the Bank reasonably estimates will be completed prior to the date of closure of the Account or termination of the relevant Service, but shall not be precluded from completing a request or instruction received by it prior to the date of the closure or termination. Any such closing or termination shall not affect the Customer's liabilities to the Bank arising prior to, or on, such closing or termination, all of which shall continue in full force and effect. Notwithstanding anything to the contrary in any Service Terms, upon the closing of an Account, all Services linked to such Account are simultaneously terminated (unless otherwise specifically agreed to by the parties). In the absence of Instructions from the Customer on transfer of monies standing to the credit of an Account that is being terminated, the Bank may issue a cashier's check and send it to the address of the Customer on the Bank's record.

15. Account Disclosures.

15.1 Rejection of Funds; Reversal of Erroneous Postings.

- (a) The Bank may return or refuse to accept all or any part of a deposit or credit to an Account, at any time, and will not be liable to the Customer for doing so, even if such action causes outstanding Items to be dishonored and returned, or payment orders to be rejected.
- (b) The Bank may reverse any transactions posted to the Account if it determines such posting was made in error and that Customer was not entitled to the funds posted.

15.2 Withdrawal. The Bank may refuse to allow withdrawals from Accounts, may block or suspend an Account, or perform any other function in certain circumstances, including where: (i) there appears to be a dispute relating to an Account, including disputes regarding the persons authorized to issue Instructions; (ii) as required by applicable law, legal process affecting the Account, or order of any relevant government regulatory, judicial or tax authority, including a levy or restraining notice; (iii) the Account is being used as collateral to secure indebtedness to the Bank or its affiliates; (iv) documentation requested by the Bank has not been presented; or (v) the Customer fails to pay its indebtedness to the Bank or its affiliates when due.

15.3 Payable Branch; Deposits Outside of the U.S. Any amount standing to the credit of any Account with the Bank is payable exclusively at a branch in the country at which the Account is held; however, payment may be suspended from time to time in order to comply with any applicable law, governmental decree or similar order, in any jurisdiction, for the time period affecting the Bank, its officers, employees, affiliates, subsidiaries, agents or correspondents. The Customer acknowledges that deposits held in a branch of the Bank located outside the United States are not payable in the United



States and: (i) are not insured by the Federal Deposit Insurance Corporation or any other United States governmental agency; (ii) are subject to cross-border risks; and (iii) have a lesser preference as compared to deposits held in the United States in the event of a liquidation of the Bank.

15.4 Commissions and Rebates. In connection with the provision of any Service by the Bank to the Customer, the Bank may from time to time receive commission, rebate or similar payments from other banks or third parties.

16. Governing Law and Procedure.

16.1 Governing Law. The Account Terms, the relevant Account Documentation and the rights and obligations of the Customer and the Bank in respect of each Account shall be governed by and construed in accordance with the laws of the jurisdiction in which the branch holding the relevant Account is located.

16.2 Waiver of Jury Trial; Limitation of Claims. The Customer and the Bank hereby knowingly, voluntarily and intentionally irrevocably waive, to the fullest extent permitted by applicable law, all right to, and will not seek, prejudgment interest and a trial by jury in any action, proceeding or counterclaim, of whatever type or nature, arising out of these Account Terms, the Account Documentation or the relationship established hereby. Any claim in connection with any Account or Service, unless a shorter period of time is expressly provided, must be brought against the Bank within two (2) years of the occurrence of the event giving rise to the claim.

16.3 Venue. In relation to each Account, the courts of the country, state or province in which the branch or affiliate of the Bank at which the Account is held shall have exclusive jurisdiction to settle any disputes that arise out of or are connected with the Account Terms, the Account Documentation and/or the Account and the Customer agrees to submit to the jurisdiction of such courts and waive any objection to venue or their convenience as a forum. This section is for the benefit of the Bank only and does not prevent the Bank from taking proceedings in the courts of any other country, state or province with jurisdiction including, to the extent allowed by law, concurrently in any number of countries, states or provinces.

17. Miscellaneous.

17.1 Languages. If the Account Terms, Account Documentation or Service Terms are translated into, or appear in a language other than English, the English language version shall control.

17.2 Successors and Assigns. The Account Terms, Service Terms and Account Documentation will be binding on each of the parties' successors, assigns and transferees. The parties agree that neither party may assign or transfer any of its rights or obligations under the Account Terms, Service Terms or Account Documentation without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed; except that the Bank may assign or transfer the Account Terms, Service Terms and Account Documentation (a) to any affiliate or subsidiary of the Bank, or (b) in connection with a merger, reorganization or other restructuring involving the Bank or its business; upon notice to the Customer, and the Customer hereby consents to the same.

17.3 Order of Precedence. Any terms of any supplement, amendment, agreement, Service Terms or notice that are inconsistent with a provision of the Account Terms or the Account Documentation shall supersede such provision of the Account Terms or the Account Documentation for purposes of the particular Account or Service that is the subject thereof. The Account Terms and Account Documentation supersede and replace any other account conditions previously sent to the Customer.

17.4 Interpretation. Section and subsection headings are for convenience only and shall not affect the meaning of the Account Terms, the Service Terms and any Account Documentation. References to Schedules, Sections, Subsections and Clauses are to Schedules, Sections, Subsections and Clauses of the Account Terms, the Service Terms and any Account Documentation. Words in the singular import the plural and vice versa. If any provision of the Account Terms, the Service Terms and any Account Documentation shall be held to be illegal, invalid, or unenforceable the validity of the remaining portions of the Account Terms the Service Terms and any Account Documentation shall not be affected. The term "including" shall in all cases mean "including without limitation" unless otherwise indicated. The term "affiliates" shall mean with respect to any entity, an entity, whether directly or indirectly, that controls, is controlled by, or is under common control with that entity. The term "applicable laws" or similar terms shall mean any law, statute, order, decree, rule, injunction, license, consent, approval, agreement, guideline, circular or regulation of a government authority.

17.5 Compliance; Transaction Screening. The Customer shall comply with all applicable laws and with the Bank's policies notified to the Customer. The Bank is required to act in accordance with Bank policies, the laws of various jurisdictions relating to the prevention of money laundering and the implementation of sanctions, including economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State. The Bank is not obligated to execute payment orders or effect any other transaction where a party to the transaction is a person or entity with whom the Bank is prohibited from doing business by any law applicable to the Bank, or in any case where compliance would, in the Bank's opinion, conflict with applicable law or market practice or its own policies and procedures. Where the Bank does not execute a payment order or effect a transaction for such reasons, the Bank may take any action required by any law applicable to the Bank including freezing or blocking funds. Transaction screening may result in delays in the posting of transactions and/or funds availability. The Bank may direct the Customer (a) to make changes to the activity in the Customer's Accounts, including to cease and desist from using the Accounts for particular types of transactions or for transactions involving particular parties from time to time, and (b) not to use the Accounts to send payments with certain characteristics. The Customer agrees to comply with such directions.

17.6 Amendments; Supplements; Waivers. All amendments must be in writing. The Account Terms may be amended or supplemented on notice to the Customer, including by terms contained in any Service Terms or Account Documentation. The Service Terms may be amended or supplemented



on notice to the Customer. These amendments or supplements may impose restrictions on the Accounts and Services, as the Bank deems necessary in the course of its business, and will be effective on notice to the Customer or at such other time to be specified in the notice; provided that amendments or supplements that are required by law may be implemented immediately or as required by law. By signing an Account signature card, Account application or similar document or by using or continuing to use any of the Accounts or Services, the Customer agrees to the Account Terms, the Account Documentation, Service Terms and any amendments or supplements, as applicable.

The Bank may waive any of provision of these Account Terms, the Account Documentation or the Service Terms, but such waiver shall apply only on that occasion. Such waiver shall not constitute a waiver of any other provision of the Account Terms, the Account Documentation or the Service Terms. Any such waiver shall not affect the Bank's right to enforce any of its rights with respect to other customers or to enforce any of its rights with respect to later transactions with Customer and is not sufficient to modify the terms and conditions of the Account Terms, the Account Documentation or the Service Terms. The rights and remedies in the Account Terms, the Service Terms and any Account Documentation are cumulative and are not exclusive of any other rights or remedies provided by applicable law.

17.7 Waiver of Immunity. To the extent that the Customer has or hereafter may acquire any immunity (including sovereign, crown or similar immunity) for itself or its assets from jurisdiction of any court, suit or legal process (whether from service of notice, injunction, attachment, execution or enforcement of any judgment or otherwise), the Customer irrevocably waives and agrees not to claim such immunity against the Bank or its affiliates.

17.8 Internet Services; Notice of Claims. The Customer agrees at its sole expense: (i) to advise each of its employees, officers, agents or other persons accessing any Service by or on behalf of Customer ("Users") of their obligations under the Account Terms, Account Documentation or under any Service Terms or ancillary Service material, including the obligation to refrain from using the Service via the Internet in the countries identified by the Bank; and (ii) to provide the Bank with all information reasonably necessary to setup and provide Services for the Customer, including advising the Bank of the countries from which Users will access any Service via the Internet.

17.9 Recordings. To the extent permitted by applicable law, the Customer acknowledges that the Bank may record and monitor all electronic communications (e.g., telephone and email communication) for the purposes of ensuring compliance with the Bank's legal and regulatory obligations and the Bank's internal policies. The Customer shall notify and obtain their employee's consent to such recording and monitoring where required by applicable law.

17.10 Instructions. Instructions may be sent to the Bank using such means as the Bank may permit from time to time. All Instructions, whether Items, payment orders or otherwise, are subject to applicable laws, and rules, policies, operations and market practices of the applicable clearing or settlement systems or payment networks.

17.11 Electronic Copies. The Bank may retain copies (paper, electronic or otherwise) of any documents or Items relating to the Accounts and Services in a form preserving an image of any such documents or Items, including signatures, or a regular business record and discard the original documents or Items. The Customer hereby waives any objection to the use of such records in lieu of their paper equivalents for any purpose and in any forum, venue or jurisdiction, including objections arising from the Bank's role or acquiescence in the destruction of the originals.

17.12 Intellectual Property. All intellectual property rights in or relating to a Service, including any trademarks, service marks, logos, and trade names used in conjunction with a Service are the property of the Bank or its licensors and are protected by applicable copyright, patent, trademark and other intellectual property law. Except as provided herein, the Customer shall not reproduce, transmit, sell, display, distribute, establish any hyperlink to, provide access to, modify, or commercially exploit in whole or in part any part of a Service, without the prior written consent of the Bank. Further, Customer shall not make any public announcements (including interviews) or publish any promotional or marketing materials, publicity or press releases, customer listings, testimonials or advertising in relation to the Accounts or Services or the subject matter of these terms and conditions without obtaining the prior written approval of Bank.

17.13 Know Your Customer. To assist in the prevention of the funding of terrorism and money laundering activities, applicable law may require financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for the Customer: when the Customer opens an Account, the Bank may ask for the Customer's name, address, date of birth (for natural persons), and/or other information and documents that will allow the Bank to identify the Customer. The Bank may also request and obtain certain information from third parties regarding the Customer. For purposes of this provision, the Customer, to the extent required by applicable law, shall include any Authorized Person or signatory on an Account.

Information. To fulfill the Bank's "know your customer" responsibilities, the Bank will request information from the Customer from time to time, inter alia, regarding the Customer's organization, business, Third Parties and, to the extent applicable, Authorized Persons and beneficial owner(s) of the Customer, the Customer's customers, and their beneficial owners, including relevant natural or legal persons, and the Customer shall procure and furnish the same to the Bank in a timely manner. The Bank may also request further information and/or documentation in connection with the provision of the Accounts or Services. Any information and/or documentation furnished by the Customer is the sole responsibility of the Customer and the Bank is entitled to rely on the information and/or documentation without making any verification whatsoever (except for the authentication under the security procedures, as applicable). The Customer represents and warrants that all such information and/or documentation is true, correct and not misleading and shall advise the Bank promptly of any changes and, except as prohibited by applicable law, the Customer agrees to provide complete responses to the Bank's requests within the timeframes specified. The Customer will notify the Bank in writing if any Accounts or monies it holds or places with the Bank are subject to restrictions or otherwise held or received by the Customer in a capacity other than previously disclosed to the Bank, including monies being held for the benefit of third parties, whether as fiduciary or otherwise, monies subject to encumbrances, monies received as intermediary, processor or payment service provider, or arising from undisclosed business or similar sources. The Bank may, at its sole discretion and subject to such further conditions as it may impose, including execution of further documentation in form and manner acceptable to the Bank, permit the holding of such Accounts or deposits or receipt of



funds. Unless prohibited by applicable law, the Customer agrees to promptly disclose to the Bank activity in the Customer's Accounts that is suspicious or violates applicable laws or sanctions.

If the Customer fails to provide or consent to the provision of any information required by this Section, the Bank may close any Account or suspend or discontinue providing any Service without further notice.

17.14 Click-Thru and Electronic Signatures. The Bank may make Service Terms and Account Documentation available to the Customer via electronic means (including by posting on a Bank website or electronic signature platform). The Bank may request that an Authorized Person "click" or electronically sign to indicate the Customer's approval of such terms. The Customer agrees that the act of "clicking" its acceptance or applying its electronic signature (or any similar act which has the same effect) with respect to any such Service Terms or Account Documentation will be evidence of Customer's acceptance of such Service Terms and Account Documentation, to the same extent, and with the same force and effect, as if Customer had manually executed a written version of such Service Terms and Account Documentation.

18. Interpleader; Reimbursement.

18.1 Interpleader. The Bank may apply to an appropriate court for resolution of any dispute relating to the Customer's Accounts, including any dispute: (i) regarding the ownership of or entitlement to the funds; (ii) regarding the persons authorized to issue Instructions or act on behalf of the Customer; or (iii) by or amongst persons authorized to act or purportedly authorized to act on behalf of the Customer. If permitted by the court, the Bank may pay funds held by the Bank for the account of the Customer into the court pending resolution of such dispute.

18.2 Reimbursement. The Customer agrees to reimburse the Bank for any expenses, including its attorneys' fees and costs incurred in connection with the resolution of disputes (including interpleader proceedings) or in connection with the Bank's response to, any legal or regulatory process relating to an Account or the Services.

19. Provisional Recredit.

In connection with any dispute regarding an Account, the Bank may choose to credit the Account pending completion of the Bank's investigation of the dispute. If the Bank determines that the Customer is not entitled to such credit, then, the Bank may reverse the provisional recredit to the Account, even if that reversal results in an overdraft.



ADDENDUM TO ACCOUNT TERMS UNITED STATES OF AMERICA

V1.11_07_22_20

Accounts maintained by the Customer with the Bank are subject to the Bank's Account Terms. This addendum ("Addendum") amends or supplements the Account Terms with respect to Accounts maintained in the United States of America ("U.S.") and to Services provided in connection with such U.S. Accounts, regardless of the location where Services are provided. Capitalized terms used in this Addendum, and not otherwise defined, have the meanings set forth in the Account Terms. By using any Account maintained in the U.S., the Customer acknowledges receipt of, and agrees to be bound by, the Account Terms which includes this Addendum, each as may be amended or supplemented from time to time.

Section 2 of the Account Terms (Instructions; Security Procedures) is amended by adding the following provision:

- 2.3 The Customer represents and warrants to the Bank that the Customer has not requested funds transfer security procedures other than those expressly agreed by the Customer and the Bank.

Section 3 of the Account Terms (Deposits) is amended by adding the following provisions:

- 3.4 Verification; Adjustments. Receipts issued by the Bank for deposits are based solely on the amounts stated in the deposit ticket. Credits for Items received for deposit or collection (whether or not accompanied by a deposit ticket) are subject to verification and the Bank's receipt of final payment of deposited Items. The Bank may make adjustments to the Account for any errors appearing on deposit tickets or occurring during processing or otherwise, but the Bank has no obligation to do so for *de minimis* discrepancies.
- 3.5 Foreign Currency Items. The Bank may handle Items drawn on a non-U.S. bank or Items payable in a foreign currency on a collection basis, not for deposit, even if the Bank has received the Items in a deposit. The Customer may not receive provisional credit for such Items or, if provisional credit has been given, the Bank may revoke it. Credit for Items payable in a foreign currency will be converted into U.S. dollars at a foreign exchange rate and spread, and at such date and time, as the Bank determines in its discretion.
- 3.6 Endorsements. Endorsement must be placed on the back of Items only in the area within 1.5 inches from the trailing edge of the Item. The trailing edge of the Item is defined as the left-hand edge of the check looking at it from the front. If the Customer is authorized in writing to endorse Items on the Bank's behalf, the Customer agrees to comply with the endorsement standards of the Bank.
- 3.7 Encoding. If the Customer encodes information on an Item, the Customer warrants to the Bank and to all other collecting and paying banks of that Item that it is properly encoded and the Customer will be liable for losses related to encoding errors, including any loss due to delay in processing caused by an encoding error.
- 3.8 Return or Charge Back. The Customer should not use carrier documents (Items placed inside envelopes) in either high-speed forward or return cash letters. The Bank may charge the Account for Items returned unpaid to the Bank or for claims based on asserted unauthorized signatures, endorsements or alterations.
- 3.9 Collections. The Customer agrees that the Bank may collect any Item deposited to Customer's Account by electronic means. The Bank has no duty to inspect such Item during the deposit and collection process.
- 3.10 Variance. The Bank may agree with other banks and clearing houses to vary procedures regarding the collection or return of Items, and to vary applicable deadlines, to the maximum extent permitted by applicable laws, and rules, policies, operations and practices of the applicable clearing or settlement systems or payment networks (collectively "Rules & Regulations").
- 3.11 Substitute Checks. The Customer will not deposit any substitute checks (that are not returned Items) unless the Bank expressly agrees to accept such Items for deposit. In the absence of the Bank's express agreement, the Customer will be solely responsible for any loss or claim in connection with its use of substitute checks.
- 3.12 Night Depository Deposits. The Bank is not liable for any deposit made through the use of the Bank's night depositories until the Bank issues a written acknowledgement of the deposit. The Bank's count of the amount deposited in a night depository will be conclusive. The Customer is solely responsible for any loss that may be incurred before the Bank verifies the contents of the deposit.
- 3.13 Remotely Created Checks. If the Customer deposits a remotely created check ("RCC"), as such term is defined in Federal Reserve Regulation CC, the Customer warrants to the Bank, with respect to each RCC, that the person on whose account the RCC is drawn, authorized the issuance of such RCC in the amount and to the payee stated on the RCC. The Customer authorizes the Bank to debit the Customer's account for any claim or return based upon an unauthorized RCC and the Customer agrees to indemnify and hold the Bank harmless from and against any claims, liabilities, costs and expenses (including attorneys' fees) resulting directly or indirectly from any breach of the foregoing warranty.
- 3.14 Electronically Created Items. The Customer should not deposit electronically created items ("ECIs") to its account, as such term is defined in Federal Reserve Regulation CC. ECIs are included in the definition of an Item. If the Customer does deposit an ECI, the Customer authorizes the Bank to debit the Customer's account for any claim, return or adjustment related to the ECI, and the Customer agrees to indemnify and hold the Bank harmless from and against any claims, liabilities, costs and expenses (including attorneys' fees) resulting directly or indirectly from the Customer's deposit of the ECI.



- 3.15 ATM Cards. The Bank may issue one or more automated teller machine (“ATM”) cards (“Cards”) and personal identification numbers (“PINs”) to Customer’s employees or agents for use in initiating certain Account transactions at Bank owned ATMs. Unless otherwise agreed by Bank, Customer agrees that Cards will be used only at ATMs owned by the Bank and Customer shall be liable for any transactions and fees resulting from the use of such Cards. The Customer agrees that the types of transactions offered through the use of any Card may be limited by the Bank, in its sole discretion. The Bank may cancel any Card at any time and for any reason, and will notify Customer of such cancellation. The Customer agrees to obtain possession of and return to the Bank or destroy all cancelled Cards. If the Customer believes a Card or PIN has been lost or stolen, the Customer shall immediately contact the Bank’s ATM call center. All ATM transactions are subject to verification. Any deposit transaction through an ATM that is not made on a business day or made after the Bank’s designated cut-off time will be processed on the Bank’s next business day.
- 3.16 Internet Gambling. The Customer agrees not to conduct any transactions through the Account that are directly or indirectly related to unlawful Internet gambling, including the acceptance or receipt of any funds or deposits in connection therewith. The term “unlawful Internet gambling,” as used in this section, shall have its meaning set forth in 12 C.F.R. Section 233.2(bb).

Section 4 of the Account Terms (Payment of Items) is hereby amended by adding the following provisions:

- 4.5 Cashing Items. The Bank may, in its discretion, cash Items drawn on an Account when presented by the holder. If a holder who is not a deposit customer of the Bank presents an Item drawn on the Account for cash, the Bank may refuse to cash the Item, or may charge the holder a fee for cashing the Item.
- 4.6 Signatures. If the Customer establishes an Account which purports to: (i) require two or more signatures on Items drawn on the Account, or (ii) limits the amount for which an Item can be issued, the Customer acknowledges that any such requirements are solely for the Customer’s own internal control purposes. The Customer agrees that, provided that the Bank follows its usual and customary procedures for processing and paying Items, the Bank will not be liable for paying any Item (a) lacking the required number of signatures, or (b) in an amount exceeding the applicable limit.
- 4.7 Fraudulent Items. The Bank provides Services to which the Customer may subscribe, such as Positive Pay and Reverse Positive Pay, which are reasonably designed to prevent payment of unauthorized or altered Items. Customer agrees that failure to use such Services will constitute Customer negligence contributing to the making of an unauthorized signature or the alteration of an Item, and the Customer will assume the risk that Items paid against its Account may be unauthorized or altered. In that event, the Customer will be precluded from asserting any claims against the Bank for paying any unauthorized, altered, counterfeit or other fraudulent Items. The Bank shall not be required to re-credit Customer’s Account or otherwise have any liability for paying such Items to the extent such Services would likely have prevented such loss.
- 4.8 Obscured Endorsements. The Customer assumes responsibility for losses that the Customer or the Bank may incur as the result of processing delays caused by the Customer’s: (i) issuance of an Item in such a manner that information, marks or bands on the back of the Item obscure endorsements; or (ii) placement of an endorsement on the back of the Item which obscures other endorsements.
- 4.9 Negotiation Outside of U.S. If an Item is transferred or negotiated outside of the U.S. and is subsequently sent to the Bank for deposit, collection or payment in the U.S., the Customer shall be deemed to make, to the Bank, the transfer and presentment warranties under the Rules & Regulations, as if such Item were negotiated or otherwise transferred in the U.S.
- 4.10 Stop Payments. A stop payment Instruction from the Customer will be effective with respect to an Item if: (i) the Bank has a reasonable opportunity to act on such Instruction prior to its payment or encashment, which shall be at least one (1) full Business Day following the Business Day on which the Bank received the Instruction; and (ii) the Instruction is in the form required by the Bank, the information is complete and is delivered to the location designated by the Bank. For purposes of this Section, “Business Day” means a day on which the Bank is generally open for business in the jurisdiction where the Account is maintained. Stop payment Instructions, unless otherwise provided, will be valid for one (1) year and will automatically renew up to six (6) additional years unless the Bank receives Customer’s revocation of a stop payment Instruction. The Customer may request, through the Bank’s call center or other authorized representative, a non-renewable stop payment, which will be effective for a 180-day period. The Bank shall not be liable for any Item properly paid or cashed prior to the effective time of a stop payment request. The Customer acknowledges that a stop payment instruction does not limit or vary its obligation to pay the subject Item and, notwithstanding a stop payment instruction, the Bank may properly pay such an item to a person entitled to enforce it.
- 4.11 Standard of Care. Any Item issued by the Customer drawn on its Account shall be deemed to be endorsed in the name of the payee if: the Item is endorsed or deposited into an account in a name that is substantially similar to that of the payee; the payee is a fictitious person; the Customer was wrongfully or erroneously induced to issue the Item payable to the stated payee; the deposit of the item was accomplished by an employee entrusted with responsibility for the Item or person working in concert with such an employee; or the Customer or payee failed to act with ordinary care with respect to the Item. The Bank shall not be liable for any loss caused by the alteration or unauthorized signature or endorsement on any Item issued by the Customer, unless the Customer establishes that the Bank failed to handle the Item with ordinary care, and that such failure substantially contributed to the loss. If the Bank’s failure to act with ordinary care substantially contributed to the loss on the item, the loss shall be allocated between the Customer and the Bank based upon the extent to which their respective failures to exercise ordinary care contributed to the loss. The Bank may process any Item by electronic means and is not required to inspect the Item paid by automated payment processing.



Section 5 of the Account Terms (Funds Transfer Instructions) is amended by adding the following provisions:

- 5.4 Foreign Exchange.
- (d) If the Bank accepts a funds transfer Instruction issued in the Customer's name for payment from its Account in the Account Currency to a beneficiary account the Bank determines is a Non Account Currency account, the Bank is authorized in its discretion to enter into a foreign exchange transaction to convert the Account Currency funds into an amount of the relevant Non-Account Currency of such beneficiary account and complete the funds transfer as provided in Section 5.4(a) above.
- 5.6 Funds Transfer by Check. If the Customer, through the Bank's funds transfer services, requests that payment be made by check, the Customer authorizes the Bank to debit the Customer's Account on receipt of the Instruction and to issue a check as agent for the Customer in accordance with the Instruction. If the Customer requests the Bank to place a stop payment on the check before the check has been presented for payment, such request must be clearly identified as a stop payment request, including the reference number given for the transaction, and it must be received by the Bank at a time and in a manner designated by the Bank from time to time. If the check is not presented for payment within one hundred eighty (180) days after issuance, the Bank may place a stop payment on the check and transfer the funds back to the Account.
- 5.7 Credit Entries Received Through Automated Clearing House (ACH) System. Credit given by the Bank to the Customer for an ACH credit entry shall be provisional, until the Bank receives final payment. If the Bank does not receive final payment, the Bank may revoke the provisional credit and charge back the amount of the entry to the Account, or obtain a refund from the Customer, in which case the originator of the credit entry shall not be deemed to have paid the Customer the amount of such entry. The Bank shall not be obligated to notify the Customer of the receipt of a payment order or ACH entry for credit or debit to an Account.
- 5.8 Same Day Amend and Cancel. The Customer may subscribe to a service to enable same day amendment and cancellation of payment orders. All cancellation or amendment messages sent to the Bank shall be in the format specified by the Bank and must be received by the Bank no later than such time as may be established by the Bank upon notice to the Customer.
- 5.9 Priority/Timed. The Bank will determine the order in which it processes payment orders. If the Customer's payment order bears the codeword "PRIORITY" in such field as the Bank specifies, the Bank will use reasonable efforts to execute such payment order in advance of the Customer's standard payment orders. If the Customer's payment order bears the codeword "TIMED" in such field as the Bank specifies, the Bank will endeavor, but will have no obligation, to process the payment order by the time requested by the Customer within the payment order. For "TIMED" payment orders, funds in the Customer's Account are reserved by the Bank on the payment value date until processed. For the avoidance of doubt, all payment orders are subject to the Bank's acceptance, and the Bank will have no liability for failure to process payments by the time requested by the Customer.
- 5.10 Real Time Payments. Payments received through the Real Time Payment System operated by The Clearing House Payments Company LLC ("RTP System") will be processed pursuant to the RTP Operating Rules and any other applicable Rules & Regulations, to which the Customer agrees to be bound. If the Customer receives a payment through the RTP System on behalf of another person or entity, such other person or entity must be a resident of, or otherwise domiciled in the United States. In the further transmission of any such payments, the Customer agrees to comply with all applicable US laws and regulations, including, without limitation, those administered by the US Office of Foreign Assets Control.
- 5.11 Messaging Standards. To the extent there is any inconsistency between a fund transfer financial messaging standard and the governing law set forth in Section 16.1, the governing law set forth in Section 16.1 will govern.

Section 6 of the Account Terms (Interest; Fees; Taxes) is amended by adding the following provisions:

- 6.4 Earnings Credit Account Analysis. The Customer may instruct the Bank to calculate and apply a credit (the "Earnings Credit") on eligible Accounts by calculating an earnings credit rate (the "ECR") to balances held in an Account (the "ECR Balance"). The ECR and ECR Balance are set out in the Account Statements. The Bank, in its sole discretion, may establish a threshold on the ECR Balance (the "Threshold") and apply (a) ECR to the portion of the ECR Balance that is below the Threshold and (b) interest to the portion of the ECR Balance that is above the Threshold. The Earnings Credit calculated for each billing period will be applied by the Bank as an offset (the "ECR Application") against Fees actually incurred by the Customer during the same billing period for the use of certain of the Bank's products or services. Fees eligible for the ECR Application shall be determined by the Bank in its sole discretion. Any excess Earnings Credit remaining after the ECR Application expires immediately and will not be carried forward or backward in relation to the billing period in which the Fees are charged. If the Earnings Credit is insufficient to offset all Fees, the Customer remains responsible for paying all remaining Fees.

Section 7 of the Account Terms (Account Statements) is amended by adding the following provisions:

- 7.2 Images Sufficient. The Customer acknowledges that Account Statements and images of paid Items are available to it and are sufficient to allow it to make all examinations and reports of Account activity including errors, as required in this Section. The Bank is not required to return paid or cancelled Items with the Account Statement.
- 7.3 Obligation to Inspect. The Customer must notify the Bank in writing, within a reasonable period of time not to exceed 60 calendar days of the date of an Account Statement, of (i) the failure to receive the Account Statement, or (ii) any errors, unauthorized payments, charges, alterations, discrepancies or irregularities reported on the Account Statement ("Errors"). The Customer must notify the Bank in writing of any



unauthorized, improper, or missing endorsements within six (6) months after the date of the Account Statement on which the Item was reported to have been paid. The Customer must provide the Bank with all information necessary for the Bank to investigate any claim based upon an endorsement or Error and must provide all supporting evidence that the Bank requests. Failure to comply with the time frames set forth above shall be deemed conclusive proof that the Customer failed to exercise reasonable care and promptness in examining Account Statements and paid Items or identifying Errors and that such failure may cause subsequent loss to the Bank. If the Customer fails to comply with the notice requirements set forth above, the Bank is not required to reimburse the Customer for the Customer's claimed loss and the Customer shall be barred from bringing any action against the Bank.

- 7.4 Inactive Accounts. If an Account has no activity other than charges assessed or interest credited by the Bank for a period of six (6) or more months, the Bank is not required to provide an Account statement until additional activity occurs in the Account. If an Account has no activity other than charges assessed or interest credited by the Bank for a period of twelve (12) or more months, the Customer may be unable to access the Account until the Customer contacts the Bank.
- 7.5 Advice Services. The Customer may subscribe to Bank services for the delivery of account-related information ("Advices") to a party designated by the Customer, including information relating to credits and debits to a Customer account, and the return or rejection of certain payments. Advices may be sent via SWIFT, electronic mail, facsimile transmission, ordinary mail, telephone, through internet sites, or as otherwise agreed by the parties. The Customer is responsible for maintaining the accuracy of the information that is required for delivery of Advices, including the address, telephone and/or facsimile number of the recipient and, if applicable, the messaging components and conditions that will trigger the transmission of the Advices.

Section 10 of the Account Terms (Agents; Information) is amended by adding the following provision:

- 10.4 Offshoring. Certain services may be performed by Bank or any affiliate, including affiliates, branches or units located in any country in which Bank conducts business or has a service provider. The Customer authorizes Bank to transfer Customer information to such affiliates, branches or units at such locations as the Bank deems appropriate. Bank reserves the right to store, access, or view data in locations it deems appropriate for the services provided.

Section 15 of the Account Terms (Account Disclosures) is amended by adding the following provisions:

- 15.5 Withdrawal Limitations on Certain Account Types. U.S. federal regulations limit the number of pre-authorized or automatic transfers or withdrawals or telephonic/electronic instructions (including check, draft, debit card or similar order payable to third parties) that can be made from a savings account (including a savings sub-account (as described below) and a money market deposit account) to a total of six (6) per calendar month or statement cycle or similar period. The Customer agrees to comply at all times with such restrictions. Exceeding these withdrawal limits may result in the Bank converting the savings account into a non-interest bearing demand deposit account, with any attendant changes in pricing and account terms and conditions. Further, the Bank is required by U.S. law to reserve the right to require at least seven (7) days' notice prior to a withdrawal from a savings account (including a savings sub-account) or an interest-bearing negotiable order of withdrawal account ("NOW Account").
- 15.6 NOW Accounts. The Customer, if eligible, may open a NOW Account. There is no limit on the number of withdrawals that the Customer may make from the demand deposit or NOW sub-account.
- 15.7 Administrative Subaccounts. The Bank is authorized, for regulatory reporting and internal accounting purposes, to divide an Account: (i) in the case of a demand deposit checking Account, into a non-interest bearing demand deposit sub-account and a non-interest bearing savings sub-account; (ii) in the case of a NOW Account, into an interest bearing NOW sub-account and an interest bearing savings sub-account, and, in both cases, to transfer funds on a daily basis between these sub-accounts in accordance with U.S. law at no cost to the Customer. The Bank will record the sub-accounts and any transfers between them on the Bank's books and records only. The sub-accounts and any transfers between them will not affect the Account number, balance requirement or use of the Account, except as described herein.
- 15.8 Savings Subaccounts. The Bank will establish a target balance for the Customer's demand deposit or NOW sub-account, which it may change at any time. To the extent funds in the demand deposit or NOW sub-account exceed the target balance, the excess will be transferred to the Customer's savings sub-account, unless the maximum number of transfers from the savings sub-account for that calendar month or statement cycle have already occurred. If withdrawals from the demand deposit or NOW sub-account exceed the available balance in the demand deposit or NOW sub-account, funds from the Customer's savings sub-account will be transferred to the demand deposit or NOW sub-account up to the entire balance of available funds in the savings sub-account to cover the shortfall and to replenish any target balance that the Bank has established for the demand deposit or NOW sub-account. If a sixth transfer is needed during a calendar month or statement cycle, it will be for the entire balance in the Customer's savings sub-account, and such funds will remain in the demand deposit or NOW sub-account for the remainder of the calendar month or statement cycle.
- 15.9 Branch Designation. The Bank, for its administrative purposes may designate a branch of the Bank as the branch of record of an Account which may be different from the branch at which the Account is opened. This designation requires no action on the part of the Customer and will not change the Bank's operations, Services or customer support.
- 15.10 No Fiduciary Relationship. Bank's relationship with Customer concerning the Accounts is that of a debtor and creditor. No fiduciary, quasi-fiduciary or other special relationship exists between Bank and Customer or any third parties regarding the Accounts.



Section 16 of the Account Terms (Governing Law) is amended by replacing Section 16.1 with the following provision:

16.1 Except as otherwise agreed in writing by the Bank and the Customer, the rights and obligations of the Customer and the Bank in respect of each Account maintained in the U.S. shall be governed by and construed in accordance with the laws of the State of New York (without regard to its conflict of laws rules). Each of the Customer and the Bank irrevocably and unconditionally submits to the exclusive jurisdiction and venue of any State or Federal court sitting in the City of New York, New York over any action, suit, proceeding, claim or controversy arising out of or relating to the Account Terms which includes this Addendum. The rights and remedies of the Bank under this Addendum, the Account Terms, the Account Documentation, the Service Terms, and any other agreement by the Customer in favor of the Bank are in addition to the rights and remedies of the Bank under applicable law (as provided above in this Section), are cumulative and may be exercised successively or concurrently, and are retained by the Bank.

Section 16 of the Account Terms (Governing Law) is amended by adding the following provision:

16.4 In the event the Bank is required to remit funds to any state as abandoned property, the Account may be charged for fees in remitting funds to that state. In addition, the Bank may charge fees in connection with its handling of dormant funds and accounts.

Section 17 of the Account Terms (Miscellaneous) is amended by adding the following provisions:

17.15 When the Customer provides the Bank any information requested by the Bank under its "Know Your Customer" or Anti-Money Laundering or other compliance polices pertaining to any natural or other persons, the Customer represents and warrants to the Bank that the Customer has obtained that person's consent that the Bank may make continued use of that person's information in order for the Bank to discharge any of its responsibilities in connection with "Know Your Customer" or Anti-Money Laundering, or other compliance purposes.

17.16 Beneficial Ownership. Customer agrees to adhere to the FinCEN Customer Due Diligence final rule which requires certain entities to provide and certify beneficial ownership information to the Bank at 10% and provide information on a controller when opening a new USD account. The Bank is required to collect and validate certain information (e.g. Name, Address, DOB, SSN or Passport # for non US individuals) for new accounts impacted by the rule. If an entity is exempt from rule, the Bank may require documentation to support the exemption.

17.17 Payable Through Accounts. If the Customer is a bank or financial institution and is not organized under the laws of the U.S., it shall not permit its customers to conduct banking transactions in the U.S. through the Customer's Account, and shall not provide its customers with check stock, drafts, wire transfer capabilities or any other means which would enable its customers to draw on the Customer's Account. These types of arrangements are typically called "payable through accounts" and are prohibited under these Account Terms. The Customer acknowledges that the sale of U.S. dollar checks or drafts to third parties is prohibited without the express written approval of the Bank.

17.18 No Advice. The Customer acknowledges and agrees that the Bank has not provided and will not provide any investment, tax or accounting advice or recommendation in relation to the Accounts or any investments made under any Service.

17.19 ERISA Status. The Customer will notify the Bank in writing, reasonably in advance of the Account opening, if any Accounts or monies it holds or places with the Bank are subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), together with all the rules promulgated thereunder, or Section 4975 of the Internal Revenue Code, together with all the rules promulgated thereunder. The Bank may, in its sole discretion and subject to such further conditions as it may impose, including, without limitation, execution of further documentation in form and manner acceptable to the Bank, permit the holding of such Accounts or deposits or receipt of funds.

17.20 Additional Representation for ERISA Benefit Plans.
(i) If the Customer is or represents a "benefit plan," as defined in Section 3(42) of ERISA, and U.S. Department of Labor Regulations Section 2510.3-101, as modified by Section 3(42) of ERISA (together, the "Plan Asset Rules" and each such benefit plan investor, a "Benefit Plan"), or is acting on behalf of one or more Benefit Plans, the Customer represents and warrants that:

- (1) the Bank has not or will not provide advice with respect to the services obtained by the Benefit Plan.
- (2) the Benefit Plan fiduciary (the "Plan Fiduciary") is independent of the Bank, and is not an individual acting for his or her own Individual Retirement Account, and such Plan Fiduciary is either (a) a bank as defined in Section 202 of the Investment Advisers Act of 1940 (the "Advisers Act"), or similar institution that is regulated and supervised and subject to periodic examination by a State or Federal agency; (b) an insurance carrier which is qualified under the laws of more than one state to perform the services of managing, acquiring or disposing of assets of a Benefit Plan; (c) an investment adviser registered under the Advisers Act or, if not registered as an investment adviser under the Advisers Act by reason of paragraph (a)(1) of Section 203A of the Advisers Act, is registered as an investment adviser under the laws of the state in which it maintains its principal office and place of business; (d) a broker-dealer registered under the Securities Exchange Act of 1934, as amended; or (e) has, and will at all times have, total assets of at least U.S. \$50,000,000 under its management or control;
- (3) the Plan Fiduciary is capable of evaluating investment risks independently, both in general and with respect to the Accounts and Services;
- (4) the Plan Fiduciary is a "fiduciary" with respect to the Benefit Plan within the meaning of Section 3(21) of ERISA, Section 4975 of the Code, or both, and is responsible for exercising independent judgment in evaluating the receipt of Services by the Benefit Plan;
- (5) the Bank has not exercised any authority to cause the Benefit Plan to agree to these Account Terms; and



(6) the Plan Fiduciary has been informed (a) that the Bank is not undertaking to provide impartial investment advice or to give advice in a fiduciary capacity in connection with the Services; and (b) of the existence and nature of the financial interests of the Bank, as disclosed in the Account Terms and Service Terms.

(ii) The representations and covenants in the above clauses are intended to comply with the U.S. Department of Labor's Reg. Sections 29 C.F.R. 2510.3-21(a) and (c)(1) as promulgated on April 8, 2016 (81 Fed. Reg. 20,997). If these regulations are revoked or repealed, these representations shall be deemed no longer in effect.

17.21 FDIC Part 370 Disclosure. If the Customer's Account is eligible for "pass through" deposit insurance from the Federal Deposit Insurance Corporation (the "FDIC") as set forth in the Federal Deposit Insurance Act and 12 CFR § 330, then the Customer acknowledges and agrees that if the Bank becomes insolvent or enters into receivership (hereinafter a "Bank Receivership"), the Customer will: (a) cooperate fully with the Bank and the FDIC in connection with determining the insured status of funds in each Account, and (b) provide the FDIC with the information that identifies each beneficial owner and its interest in the funds in each such Account within 24 hours of the Bank Receivership, unless it falls within one of the enumerated exceptions in 12 CFR 370.5(b). The information described in (b) must be sent to the Bank in the format specified by the FDIC (see: www.fdic.gov/regulations/resources/recordkeeping/index.html). The Bank shall provide the Customer an opportunity to validate its capability to deliver the information described in (b) in the format specified by the FDIC so that a timely calculation of deposit insurance coverage for the Account can be completed.

The Customer further acknowledges and agrees that following a Bank Receivership: (i) a hold will be placed on each Account once a receiver of the Bank is appointed so that the FDIC can conduct the deposit insurance determination and such hold will not be released until the FDIC obtains the necessary data to enable the FDIC to calculate the deposit insurance coverage for each Account; (ii) its failure to provide the necessary data to the FDIC may result in a delay in receipt of insured funds and legal claims against the Customer from the beneficial owners of the funds in the applicable Account; and (iii) failure to provide the data the FDIC requires may result in the applicable Account being frozen until the information is received, delaying receipt of FDIC insurance proceeds.

Notwithstanding other provisions in this Agreement, this section survives after the FDIC is appointed as the Bank's receiver, and the FDIC is considered a third party beneficiary of this section.



AVAILABILITY POLICY - FOR ACCOUNTS MAINTAINED IN THE U.S.

The Bank's policy is to make funds available to the Customer on the same, next or second business day after the day of deposit depending on the type of deposit and when the deposit is made as described below. If the Customer will need the funds from a deposit immediately, the Customer should ask the Bank when the funds will be available.

A. Determining the Day of a Deposit. If a deposit is made to an account on a business day before the Bank's cutoff time established for that location (which will be no earlier than 2 p.m. local time), then the Bank will consider that day to be the day of deposit. However, if a deposit is made after the cutoff time or on a day that is not a business day, then the Bank will consider the deposit to have been made no later than the next business day. For determining the availability of deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. Availability with respect to any deposit will be determined by the location of the banking center or other facility where the deposit was received. For deposits made at the Bank's automated teller machines (ATMs) the cutoff time is 11 p.m. Eastern Time unless otherwise noted on the ATM screen.

B. Same Day Availability. Funds from the following deposits made at a banking center or at an ATM that do not require deposit envelopes will be available on the business day the Bank determines the deposit is made:

- Cash;
- Wire transfers; and
- Electronic direct deposits to an account.

C. Next Day Availability. Funds from the following deposits are available on the first business day after the business day the Bank determines the deposit is made:

- U.S. Treasury checks that are payable to the Customer;
- Checks drawn on a Bank affiliate that holds the applicable account (excluding a Controlled Disbursement site); and
- At least, the first \$225 from a day's total deposits.

If the deposit is made in person to a Bank employee, funds from the following deposits are also available on the first business day after the business day the Bank determines the deposit is made:

- State and local government checks that are payable to the Customer, if a special deposit slip, available upon request at any Bank banking center is used;
- Cashier's, certified, and teller's checks that are payable to the Customer, if a special deposit slip, available upon request at any Bank banking center, is used; and
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to the Customer.

If a special deposit slip is not used, availability of funds from these deposits will follow the schedule identified in the Availability of Other Check Deposits section below.

D. Availability of Other Check Deposits. Generally, funds from all other deposits of checks drawn on banks (as defined in Federal Reserve Regulation CC) will be available no later than the second business day after the day of deposit. Checks that require special handling may receive delayed availability. The amount of funds available to the Customer will be reduced by the amount of any deposited check that is returned unpaid. If the Bank reprocesses the check, the funds will become available no later than the second business day after the business day in which the check is reprocessed.

E. Longer Delays May Apply. In some cases the Bank may not make all of the funds that are deposited by check available. Depending on the type of check deposited, funds may not be available as set forth above. However, the first \$225 of the aggregate deposit will be available on the first business day after the day of deposit.

If the Bank is not going to make all of the funds from a deposit available at the times shown above, it will notify the Customer and specify when the funds will be available. If a deposit is not made directly to a Bank employee, or if the Bank decides to take this action after the Customer has left the premises, the Bank will mail or otherwise send the notice to the Customer by the business day after the day of deposit.

Funds deposited by check may be delayed for a longer period under the following circumstances:

- The Bank believes a deposited check will not be paid;
- Deposited checks for all of the Customer's accounts total more than \$5,525 in any one day;
- The Customer redeposited a check that has been returned unpaid;
- The Customer has overdrawn one or more of its accounts repeatedly in the last six months; or
- There is an emergency, such as failure of communications or computer equipment.



In such circumstances, funds will generally be available no later than the seventh business day after the day of deposit. Inclement weather or transportation problems may lead to additional delays under certain availability schedules. Customer may have specific availability schedules related to a banking service.

F. Special Rules for New Accounts. If the account is a new account, the following special rules may apply during the first thirty days the account is open:

- Funds from deposits of the first \$5,525 of that day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks payable to the Customer will be available on the first business day after the day of deposit. The excess over \$5,525 will be available no later than the ninth business day after the day of deposit. If the deposit of checks (other than U.S. Treasury checks) is not made in person to one of the Bank's employees, the first \$5,525 may not be made available until the second business day after the day of deposit; and
- Funds from all other check deposits will be made available no later than the fifteenth business day after the day of deposit.

G. Large Dollar Deposits. The U.S. Federal Reserve Banks will not forward process any Item over \$99,999,999.99 and considers such Items as "non-cash items." Such Items should not be deposited in the Account. If Customer does deposit such an Item, the Bank may refuse to process such Item or handle it as a collection Item. If handled as a collection Item, Customer credit and availability will be deferred accordingly.

This Availability Policy and availability schedules may be changed without notice.

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JPMorgan Chase Bank, N.A. Member FDIC.



ELECTRONIC SIGNATURES SERVICE TERMS

V1.4_11_17_20

These Service Terms set forth the terms and conditions upon which the Bank will accept documents and Instructions related to the Account and Services (including commercial card services, if applicable) signed by any person authorized to sign such documents on behalf of the Customer ("Authorized Signer") using an electronic signature ("E-Signed Document"). The provisions of the account documentation, including terms and conditions governing the operation of Accounts and Services ("Account Documentation") are incorporated into these Service Terms by reference. Capitalized terms used in these Service Terms, unless otherwise defined herein shall have the meanings set forth in the Account Documentation. Neither the Customer nor the Bank are obligated to use or accept electronic signatures. The Customer may request that a document presented to it through a Platform be provided for manual signature. The Bank may require that the Customer provide a document or instruction manually signed by an Authorized Signer along with evidence of the Authorized Signer's authority to execute such document or instruction.

- 1. Eligible Platforms.** By using an eligible e-signature platform ("Platform") to send an E-Signed Document to the Bank, the Customer shall be deemed to accept these Service Terms and provide consent to use the below Platforms to send and receive any document and information related to the Account and Services (including commercial card services, if applicable) to and from the Bank, which for the avoidance of doubt shall be binding on the Customer (to the exclusion of any terms and conditions provided by the Customer). The Bank only accepts E-Signed Documents signed through Platforms acceptable to the Bank on the terms set forth herein. The Bank may accept E-Signed Documents signed through a Platform in instances where the signing event was initiated by the Bank or internally by the Customer. A list of Platforms is available from JPMorgan upon request. E-Signed Documents signed through a Platform must include a signature panel or other indicator evidencing the document has not been modified since the signature was applied and a certificate of completion or audit trail providing details about each signer on the document, which must include, at a minimum, the signer's email address and timestamp ("Completion Document").
- 2. Configuration of Platforms.** The Customer is responsible for its own use and configuration of each Platform. Security features (including, without limitation, encrypted messages, additional authentication requirements or features designed to prevent a document from being reassigned to another individual for signature) are included on the Platform for the benefit of the Customer (including, without limitation, to mitigate against fraud). By choosing not to use (or, in the case of encryption, not having the capability to use) any one or more security features, the Customer accepts the risks associated with not using such security measures. The Bank is not liable for any loss suffered by the Customer as a result of the Customer not using such security measures. The designated recipient of an email received from a Platform may not forward such email to another person for e-signature. If a document is misdirected, the recipient should contact the Bank or use functionality within the Platform to reassign the document to an Authorized Signer. The representations and warranties given by the Customer in these Service Terms will in no way be affected by a Customer's choice not to use a security feature.
- 3. Authority Documents; Personal Data.** The Customer has separately provided the Bank with documentation (i) showing or certifying the authority of its Authorized Signers to sign documents on behalf of the Customer and (ii) containing the correct name, business email address, and telephone numbers ("Personal Data") for each Authorized Signer ("Authority Documents"). The Customer represents and warrants that the information contained in the Authority Documents is accurate and complete, and that the Customer will promptly notify the Bank if there are any changes to the Authority Documents, including if an Authorized Signer's authority is modified or revoked. The Bank is authorized to rely on the information set forth in the Authority Documents until it receives and has had a reasonable time to act on such notice. In instances where the Bank initiates the signing event, the Bank will share Personal Data with the Platform for the sole purpose of facilitating the e-Signing process, and the Customer and Authorized Signer hereby, and by executing an E-Signed Document, consent to the sharing of such information and waives (to the extent permissible) any restrictions on sharing such information under applicable law, including banking secrecy, if applicable. Personal Data will be kept by the Platform for the duration of the e-Signing process and will be deleted after a period of two years.
- 4. Bank's Review of E-Signed Documents.** Upon receiving an E-Signed Document, the Bank will review the applicable Completion Document and current Authority Documents to (i) to verify that the signer of the E-Signed Document is an Authorized Signer, and (ii) verify that the email address associated with the electronic signature on the E-Signed Document is the email address of an Authorized Signer. The Bank will not verify whether the electronic signature in an E-Signed Document matches the specimen signature held by the Bank. The Customer agrees that verification of each E-Signed Document in accordance with this paragraph shall be deemed as prima-facie evidence of its having been duly executed by the Authorized Signer whose electronic signature appears thereon.
- 5. Customer Representations and Warranties; Acknowledgements.** The Customer represents and warrants on a continuous basis that (i) each E-Signed Document has been validly executed by duly Authorized Signer(s) in accordance with the requirements of applicable law in the Customer's place of incorporation and, to the extent relevant, the Customer's constitutional documents; and (ii) each E-Signed Document constitutes a valid, legal, enforceable and binding obligation of the Customer. The Customer acknowledges that the Bank has relied on the foregoing representations and warranties when accepting E-Signed Documents. The Customer confirms that each E-Signed Document constitutes an electronic record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such printed copies will be treated to the same extent and under the same conditions as other original business records created and maintained in documentary form.

The Customer represents and warrants that it has commercially reasonable policies and procedures intended to prevent unauthorized access to email messages delivered to any Authorized Signer at the Authorized Signer's business email address, which include the following: (i) each Authorized Signer is assigned a unique business email address; (ii) the Authorized Signer's access to the business email account requires at least the use of a unique username and password; and (iii) the Authorized Signer is required to maintain the security of the log-in password and other security used to access the business email account and not to reveal them to any other person.

- 6. Limitation of Liability; Indemnification.** Bank assumes no responsibility or liability arising from operation of a Platform or the transmission, treatment or storage of any data by a Platform, including, without limitation, any Personal Data. In consideration of the Bank accepting E-Signed Documents, the Customer indemnifies and holds the Bank, and its agents, employees, officers and directors, harmless from



and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) arising out of or resulting from the Bank's reliance on these Service Terms or on an E-Signed Document executed on behalf of the Customer.

- 7. Governing Law.** Without prejudice to any other provision in the E-signed Documents relating to governing law, these Service Terms and any non-contractual obligations arising out of or in relation to its terms shall be (i) with respect to Accounts located in North America, Central America, South America, Asia (except the People's Republic of China ("**PRC**"), India and Vietnam), Australia and New Zealand, governed by and construed in accordance with the laws of New York (except as set forth herein), (ii) with respect to Accounts located in Europe, the Middle East and Africa, governed by and construed in accordance with the laws of England, (iii) with respect to Accounts located in India, governed by and construed in accordance with the laws of India, (iv) with respect to Accounts located in the PRC, governed by and construed in accordance with the laws of the PRC, (v) with respect to Accounts located in Vietnam, governed by and construed in accordance with the laws of Vietnam, and (vi) with respect to commercial card services, governed and construed in accordance with the laws of New York. Any disputes arising out of or relating to its terms or any non-contractual obligations arising out of or relating to its terms will be submitted for resolution to the exclusive jurisdiction of the courts of the country or state at which the relevant Account is located, without reference to the conflicts of laws provisions thereof, provided, however, for Accounts located in the PRC, any such disputes will be submitted for resolution to the China International Economic and Trade Arbitration Commission ("**CIETAC**") for arbitration which shall be conducted in accordance with CIETAC's arbitration rules in effect at the time of applying for arbitration and the hearing place shall be Beijing. The Customer agrees that Personal Data will be subject to the laws and legal procedures of the jurisdictions where Platform's databases are located and to the Platform's data retention policy.
- 8. Entire Agreement.** These Service Terms shall constitute the entire agreement between Bank and Customer with respect to the use and acceptance of electronic signatures related to the services provided under the Account Documentation. Therefore, any terms and conditions displayed through a Platform, on the Platform's website, or on the Customer website, or any other Customer terms and conditions, related to the use and acceptance of electronic signatures shall not be binding on Bank or the Customer.



Consolidated Service Terms

J.P. Morgan Chase provides an array of treasury services to meet your business needs. This booklet contains important information about J.P. Morgan Chase solutions that we provide. If you would like to add a service that is covered in this booklet, please contact your Commercial Banking Representative

TREASURY SERVICES (United States) Commercial Bank



Welcome to JPMorgan Chase Bank, National Association (“J.P. Morgan”, “Chase”, or “Bank”). We are pleased that you have decided to maintain a banking relationship with us. This Consolidated Service Terms booklet (“Booklet”) contains the terms and conditions for certain cash management services (“Service Terms”) J.P. Morgan may provide to you. By executing the Account Terms Acceptance Letter, Certificate Regarding Accounts, Business Signature Card, service implementation form or similar document, or by using or continuing to use any of the services referenced herein after receipt of this Booklet, you agree that the Service Terms included in this Booklet, in addition to the Account Terms and such supplements, amendments, notices and additional service terms provided to you from time to time will govern your existing and future deposit accounts maintained with us, in addition to those services that the Bank provides to you, as applicable.

This Booklet includes Treasury Services Service Terms applicable to all Commercial Banking customers. All Service Terms are subject to the Bank’s Account Terms. Any modifications to this Booklet, including but not limited to any changes, amendments, deletions, and/or additions, will not be binding upon the Bank unless such modifications are acknowledged and agreed to in writing by an officer of JPMorgan Chase. JPMorgan Chase Bank, N.A. is organized under the laws of U.S.A. with limited liability.

We look forward to serving your business needs and thank you again for choosing Chase.

SERVICES FOR CUSTOMERS

- [A. ACH Origination](#)
- [B. ACH Transaction Blocking & ACH Transaction Review](#)
- [C. Lockbox](#)
- [D. Coin & Currency](#)
- [E. Positive Pay, Reverse Positive Pay and Payee Verification](#)
- [F. Controlled Disbursements](#)
- [G. Image Cash Letter](#)
- [H. Check Print](#)
- [I. ACH Tax Payment](#)
- [J. Remote Capture Service Terms](#)
- [K. Electronic Channels](#)



Service Terms – Consolidated Service Terms Booklet

The services described herein (each a "Service") are subject to the Bank's Account Terms (as may be amended from time to time), which are hereby incorporated by reference into each Service Terms. By using any of the Services described hereunder, the Customer acknowledges that it has received and agreed to the Account Terms, as supplemented by these Service Terms. Capitalized terms in the Service Terms, unless otherwise defined herein, shall have the meanings set forth in the Account Terms

A. ACH ORIGINATION

The Automated Clearing House (ACH) is a batch processing payment system that U.S. banks use to exchange and settle credit and debit transactions on behalf of their clients or themselves. The origination of ACH Entries and the transmission and issuance of related transactions and information will be pursuant to these terms and the Operating Rules and Guidelines (collectively the "Rules") of the National Automated Clearing House Association. Capitalized terms used in this subpart, unless otherwise defined in this subpart shall have the same meanings as set forth in the Rules. The Customer and the Bank agree to comply with and be bound by the Rules as in effect from time to time, including without limitation, the provision making payment of a Credit Entry by an RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Credit Entry and the Customer acknowledges that it has received notice of such rule and of the fact that if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and the Customer will not be deemed to have paid the Receiver the amount of such Credit Entry.

1. Service. Bank provides automated clearing house ("ACH") origination services that will enable Customer to do one or more of the following:

- originate ACH Debit Entries;
- originate ACH Credit Entries; and
- instruct the Bank to issue or transmit prenotifications, reversals, requests for return, notifications of change or other information pertaining to the Entries.

Origination of ACH Credit Entries and origination of ACH Debit Entries are two separate services and approval or set up for one ACH service does not automatically create the ability to utilize the other. The Rules and these Service Terms shall apply to all Entries, whether or not transmitted through an ACH Operator.

It is Customer's responsibility to provide Entries and instructions to Bank with all the necessary information to complete Customer's requested transactions. Customer agrees to transmit Entries to Bank in the manner, at the times and in accordance with approved media, content and format as agreed by Bank and Customer. Bank may reject or delay processing transactions or information if instructions are not complete or are inaccurate, contain an inactive Company ID or otherwise do not meet the criteria Bank specifies for acceptance. All requests to Bank must be received by Bank before Bank's established cut-off time in order for processing to commence on that ACH processing day. Any request that is incomplete or that Bank finishes receiving after the relevant cut-off time will be processed by Bank on the next day Bank processes ACH transactions. All transactions are subject to acceptance by Bank. Bank will notify Customer of any transactions or other transmissions that are rejected or returned. If Customer wants Bank to re-process those transactions or transmissions, Customer must correct them and re-submit them. Customer agrees to furnish Bank with copies of any authorizations or notifications, if requested, as well as any other information reasonably requested by Bank relating to Entries originated by the Customer. Customer shall provide Bank's auditors and other personnel with reasonable access at all reasonable times to the Customer's facilities, data and records relating to the initiation of Entries for the purpose of auditing Customer's compliance with these Service Terms and the Rules.

2. Security and Data Protection Procedures. All instructions received by Bank in Customer's name are subject to verification pursuant to mutually agreed security procedures. If Bank follows those procedures, Bank may process and transmit transactions or information in Customer's name. Unless Customer and Bank both otherwise agree, transmissions to Bank will be authenticated and/or encrypted using commercially reasonable security technologies meeting standards acceptable to Bank. If Customer uses a security procedure other than as described above, Customer acknowledges that Customer refused Bank's security procedure and chose another and Customer agrees to be bound by any transaction, whether or not authorized, issued in Customer's name and accepted by Bank in compliance with the security procedure Customer chose. If Customer elects not to utilize recommended message authentication and/or encryption technology, Customer assumes all responsibility for unauthorized disclosure or unauthorized access to Customer's data that occurs during transmission or while such data is in storage. Customer shall not disclose any Receiver's account number or routing number to any third party for such third party's use, directly or indirectly, in initiating a separate Debit.

3. Settlement and Exposure Limits. On the settlement date, Bank will credit Customer's account with Bank that Customer specifies for the total of:

- Customer's Debit Entries that Bank processed for settlement that day;
- RCCs issued for deposit to Customer's account on that day; and
- any returned or reversed Credit Entries.

Bank may delay the availability of funds deposited into Customer's account by Debit Entry or RCC until those transactions cannot be reversed in accordance with the Rules or applicable law.



Bank will debit Customer's account with Bank that Customer specifies for the total of Credit Entries processed in Customer's name and for any returned Debit Entries and RCCs. Bank may require Customer to pay Bank the amount of any Credit Entries on the date of transmission to Bank or otherwise prior to the settlement date. Bank also may require Customer to maintain collateral with Bank in an amount Bank specifies.

Bank may from time to time establish or revise maximum dollar limits for the total value of all outstanding files of Credit Entries and/or Debit Entries and RCCs that Bank will release on Customer's behalf. Bank may change or cancel the limits at any time without prior notice to Customer; although Bank will try to notify Customer before Bank does that.

- 4. Warranties; Indemnity.** Except as specified below, Customer will be deemed to make the same warranties to Bank as Bank makes pursuant to the Rules. In the case of an Entry to another account with Bank, warranties will be deemed to be given as of the time Bank first processes the Entry. Customer will not be deemed to warrant the power of the Bank under applicable law to comply with the requirements of the Rules or the conformity of Entries and other data Bank transmits to the file specifications contained in the Rules. The Customer further represents, warrants and covenants that (a) each Entry and RCC it originates will comply with all applicable U.S. laws and regulations and acknowledges that Entries may not be initiated that violate the laws of the United States, (b) unless Customer has identified itself to Bank as a Third Party Sender (as defined in Section 7) and obtained Bank's express consent to originate Entries as a Third Party Sender, Customer will not originate any Entries, or use any of its Company IDs to originate Entries, on behalf of third parties (including, without limitation, any affiliate of Customer), and (c) Customer will not permit a third party to originate Entries using a Customer account as the offset account unless Customer obtains Bank's express consent to do so.

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 (a) Customer's breach of any warranty made under these Service Terms and (b) compliance by Bank and the RDFI with any request Customer makes for a cancellation, stop payment, reversal or recall of any Entry or any RCC created by Bank under Section 1 hereof.

Bank shall have no responsibility for any delay by any ACH Operator or RDFI in processing any Entry the Bank transmits to the ACH Operator or failure to process or credit or debit any such Entry.

- 5. Stop Payments; Reversals and Recalls; Rejections.** Customer's instruction to cancel, stop payment of, reverse or recall one or more Entries must be received by Bank in such time and manner as Bank specifies. Bank will process these transactions in accordance with Bank's procedures advised to Customer. Any reversal or recall initiated by Bank is subject to acceptance by the RDFI. Instructions to reverse or recall an ACH Credit Entry that are not initiated by Customer in time to meet the prescribed NACHA deadline for reversals may be originated by Bank as a Debit Entry; Customer shall obtain authorization from the Receiver in accordance with the Rules for any such Debit Entry and all other terms of these Service Terms applicable to Debit Entries shall apply. Entries or other instructions may not be amended or modified.

If Customer originates Debit Entries to an account or accounts at a financial institution that is not a Participating Depository Financial Institution in the ACH system (such account hereafter called a "Non-ACH Eligible Account"), all such Debit Entries will be rejected unless Customer subscribes to a service, subject to Bank's prior consent, pursuant to which Bank will process each such Debit Entry to a Non-ACH Eligible Account by preparing a remotely created check, as such term is defined in Federal Reserve Regulation CC (an "RCC"), on the Customer's behalf. The RCC will be drawn in the amount and on the Non-Eligible ACH Account of the individual or entity specified as the receiver in the Customer's instructions and will be deposited to the Customer's designated account with Bank. Such RCC will thereafter be processed through the check clearing system. If the Customer is using such service, the Customer hereby authorizes the Bank to create each RCC as described herein and the Customer warrants to the Bank, with respect to each RCC, that the person on whose account the RCC is drawn authorized the issuance of such RCC in the amount and to the payee stated in the RCC. The Customer authorizes the Bank to debit the Customer's account for any claim or return based upon an unauthorized RCC. All other terms herein related to Entries shall also apply to RCCs created under this Section. The Bank shall not create or process RCCs or other paper drafts in lieu of ACH Debits under any circumstances other than for Non-ACH Eligible Accounts and only when the Bank has consented to provide such service, even if the Customer includes an instruction in its file for the Bank to otherwise originate an RCC or paper draft.

- 6. Third Party Service Providers.** Customer may choose to use a third party service provider or service bureau to issue Entries or other instructions, handle returned Entries or perform other functions for and on Customer's behalf. If Bank accepts such Entries or other instructions, Customer will be bound by them. Customer is responsible for all actions taken or not taken by Customer's provider and Customer is responsible for all costs and expenses of Customer's provider.

- 7. Third Party Sender.** If Customer is a Third Party Sender, as such term is hereafter defined, (a) Customer warrants that the Originator has agreed to be bound by the Rules and has satisfied the obligations of an Originator under the Rules; (b) in any case where the Originator fails to perform its obligations under the Rules as an Originator, Customer shall indemnify, defend and hold Bank harmless from and against any and all claims, demands, losses, liabilities and expenses, including attorneys' fees and costs, that result directly or indirectly from the failure of the Originator to perform its obligations as an Originator under the Rules; (c) Customer agrees to cooperate with Bank regarding any request for information concerning the identity of any Originator; and (d) Customer represents, warrants and covenants that neither these Service Terms nor anything related to the ACH Origination Services violates, contravenes or is inconsistent with any of the terms, conditions or provisions of any agreement, understanding or arrangement between Customer and the Originator. Further, Bank will rely on Customer to evaluate the legitimacy of the Originators and their transactions originated by Customer and for ensuring that instructions do not involve illegal activities. Customer must notify Bank immediately if Customer suspects or become aware of any activity or transaction of an Originator that Customer believes may be of an illegal or illegitimate nature or that involves the proceeds of illegal activity or that was conducted, in part or whole, for the purpose of disguising the source of funds. Bank will be entitled at any time upon notice to Customer to decline to provide the ACH Origination Services, or terminate the provision of ACH Origination Services, for any Originator on whose behalf are originating Entries if Bank determines that there are excessive returns or reversals of Entries originated on behalf of such Originator or if Bank becomes aware of any information indicating suspicious, fraudulent or illegal



activity related to such Originator or for any other reason. As used herein, "Third Party Sender" means an entity that is not an Originator, that has authorized an ODFI or another Third Party Sender to transmit, for the account of the Third Party Sender or another Third Party Sender, (i) a credit entry to the account of a Receiver in order to effect a payment from the Originator (i.e., the third party on whose behalf the Third Party Sender is transmitting the entry) to the Receiver, or (ii) a debit entry to the account of a Receiver in order to effect a payment from the Receiver to the Originator (i.e., the third party on whose behalf the Third Party Sender is transmitting the entry). Without limitation of the foregoing, Third Party Senders include U.S. regulated financial institutions, brokers and other financial intermediaries as well as any other regulated or unregulated payment processors that are customers of the Bank and use their accounts to process payments for third parties (including affiliates of the Customer).

8. IAT Entries. If Customer is originating Entries that are required to be formatted under the Rules as IAT Entries, Customer will comply with all applicable Rules relating thereto, and Customer will originate such Entries only through one of Bank's ACH origination channels that support IAT origination. Some of Bank's ACH origination channels do not accommodate IAT Entries; upon request, the Bank will advise Customer as to which of Bank's ACH origination channels can be used for IAT origination.

If a foreign currency conversion is performed by Bank in connection with an IAT Entry, Customer acknowledges that the foreign currency exchange rates fluctuate, and accepts the risk of such fluctuation, including fluctuations in rate between the time Customer submits the Entry Data Instructions and the time the transaction is executed and/or reversed, returned or recalled. Any payment returns and/or reversals will be credited to Customer's account in the currency in which Customer's account is denominated, and Customer is responsible for any rate fluctuations.

In the event of an erroneous or duplicate IAT Entry originated for payment to a receiving bank outside the United States, the rights of Bank and Customer with respect to reversal or recall of such Entry are subject to the laws, regulations and payment system rules of the receiving bank's jurisdiction.

Customer acknowledges and agrees that IAT Entries may be delayed in processing or posting due to the Bank's or RDFI's review of such Entries for OFAC compliance. Further, Customer understands and acknowledges that unlike PPD Credit Entries, there is no requirement under the Rules that IAT Credit Entries that are made available to an RDFI by its ACH operator by 5:00 pm on the banking day prior to the Settlement Date be made available to the Receiver at the opening of business on the Settlement date; cleared IAT Credit Entries must be made available no later than the Settlement Date of the Entry, but funds are not required to be available at opening of business on the Settlement Date.

9. Incorporation of Account Documentation; Termination. The provisions of the account documentation, including terms and conditions governing the operation of business accounts and services, are incorporated into these Service Terms by reference. By acknowledging or signing the applicable account documentation or by using or continuing to use the ACH Origination Services, Customer agrees to these Service Terms. In addition to Bank's termination rights under the aforementioned documentation, Bank shall have the right to terminate or suspend these Service Terms and the Services upon notice to Customer in the event of the Customer's breach of the Rules.

B. ACH TRANSACTION BLOCKING & ACH TRANSACTION REVIEW

ACH Transaction Blocking is a Service that allows a Customer to block and return ACH debit and credit Entries originated to the Customer's account with the Bank. ACH Transaction Review allows the Customer to review ACH debit and credit Entries originated and posted to the Customer's account with the Bank and to instruct the Bank to return some or all of these transactions.

1. ACH Transaction Blocking:

- (a) **Service.** The Customer can select from a variety of authorization or blocking criteria and advise the Bank in a manner and form acceptable to the Bank. The Bank will return any blocked transaction indicating that the ACH debit was not authorized or that the ACH credit was refused.
- (b) **Company IDs.** If the Customer elects an option that blocks or allows ACH debits or credits from specified companies, the Customer must supply the Bank with the applicable ACH Company ID of the Originator as it appears on the Company/Batch Header Record. The Company ID will be the sole criterion for blocking debit and credit Entries (unless Customer has also set maximum dollar limits) and Bank will have no obligation to take any other steps to determine the identity of the Originator. The Customer will be solely responsible for obtaining the correct Company ID for each such Originator.

The Customer understands that Company IDs are not unique and that a Company ID may identify more than one Originator, and one Originator may have multiple Company IDs. The Customer understands that Company IDs are not a perfect filter and that transactions from Originators may be blocked or allowed if the Originator uses a Company ID other than the one Customer identifies. The Bank will not be responsible for transactions blocked or allowed in accordance with the instructions the Customer provides for the Company ID.

- (c) **Transactions Not Affected by Blocking.** ACH debit and credit blocks do not apply to certain transactions. The following types of ACH-related transactions will not be blocked:
 - debits or credits to the Customer's account to offset any ACH credit or debit Entries originated by the Customer through Bank ;
 - reversals of previously received ACH credit or debit Entries;
 - returns or reversals by the RDFI of ACH debit or credit Entries originated by the Customer through the Bank;
 - Reclamation Entries (debits);



- debits or credits to the Customer's account initiated by the Bank or Bank's agent or affiliate to correct processing errors, effect back valuations, make other adjustments or, with respect to debits, for fees, charges or other amounts the Customer owes the Bank or Bank's affiliates; and
- debits or credits to the Customer's account that the Bank posts pursuant to its internal procedures in order to comply with applicable law, regulations or payment system rules or guidance.

2. ACH Transaction Review:

- (a) **Service.** Customer shall use filter criteria available through the service to select the types or categories of incoming ACH debit and/or credit transactions it wishes to review or the Customer may elect to review all incoming ACH transactions subject to Section 2(d) below.
- (b) **Review and Return Process.** Based upon the filter criteria selected by the Customer, ACH transactions meeting that criteria will be made available for the Customer to review not later than a designated time on the banking day following the day on which the transactions are posted to the Customer's account. The details provided by the Bank for each Entry will include account number, dollar amount, company ID, receiver's name, standard entry class code and settlement date.
- (c) The Customer shall advise the Bank by means of an agreed upon transmission method not later than the Bank's designated cut-off time on the same day as transaction information is made available of those transactions, if any, that are unauthorized and that the Customer wishes to return. The Bank is entitled to rely on any instructions which it receives and which it reasonably believes to be genuine. The Bank shall return all such transactions and make corresponding adjustments to the Customer's account to which the transactions had been posted. All transactions reported to the Customer as to which Bank does not receive a timely instruction from the Customer will remain posted or be returned based on the Transaction Review profile default decision setting established by the Customer.
- (d) **ACH Transactions Not Subject to Review.** The following types of ACH transactions will not be made available for the Customer's review and decisioning:
- debits or credits to the Customer's account to offset any ACH Entries originated by the Customer through the Bank ;
 - reversals of previously received ACH Entries;
 - returns or reversals by the RDFI of ACH Entries originated by the Customer through the Bank;
 - Reclamation Entries;
 - debits or credits to the Customer's account initiated by the Bank or Bank's agent or affiliate to correct processing errors, effect back valuations, make other adjustments, or to comply with legal requirements or for fees or charges the Customer owes the Bank or Bank's affiliates; and
 - if the Customer is also subscribing to the ACH Transaction Blocking service, any transactions blocked and returned pursuant to that service.
- (e) **Certain Reviewed Transactions Maybe Returned/Posted Despite Instructions.** Certain transactions reviewed and approved by the Customer may nevertheless be returned by the Bank. This will happen if (i) there are insufficient funds in the Customer's account to cover the amount of an ACH debit or other charge, (ii) a stop payment was previously placed on the transaction, or (iii) the Bank determines the transaction must be returned for legal or regulatory reasons. Certain transactions that the Customer advises should be returned may nevertheless be posted by the Bank; these include ACH debits or credits to the Customer's account that the Bank posts pursuant to its internal procedures in order to comply with applicable law, regulations or payment system rules or guidance.

C. LOCKBOX

Lockbox is a remittance processing Service offered to customers to support their accounts receivables business needs. Through this service, the Customer's remittance deposits are sent to a Post Office Box and picked up by the Bank and delivered to or via courier for further processing and posting to the Customer's deposit account.

1. **Lockbox Service.** The Bank shall provide the Customer remittance processing and deposit services as described in these Service Terms (the "Service" or "Lockbox Service") to support its accounts receivables business needs. Through this Service, the Customer's remittances are sent to a designated post office box ("Post Office Box") and/or delivered to or via courier to the designated Bank location by the Customer. The Bank will maintain the Post Office Box for the Customer's remittances and will have unrestricted and exclusive access to the Post Office Box while providing the Lockbox Service. The Bank may direct the Customer to include specific codes or formats within its assigned address in order to ensure mail is identified correctly. The Customer is responsible for ensuring its customers' payments to Customer are properly addressed in order to prevent delays in processing. Customer agrees not to send cash to the Bank in connection with the Lockbox Service.

The Bank will collect all mail from the designated Post Office Box and deliver it to the Bank's lockbox processing site(s). The Bank will open the mail, process the remittance information and process the checks or cheques (collectively, "checks") eligible for this Service (the "Items") in accordance with the Customer's instructions and the Statement of Work and/or Service Guide (as such terms are defined below), if applicable. Upon completion of the remittance processing work, Bank will image the eligible Items and process them for credit to the Customer account or process for collection the Items received, except: (i) Items which the Customer has instructed the Bank in writing, and the Bank has agreed not to process; (ii) Items which the Bank believes should receive the Customer's special attention; (iii) Items for which the Customer is not the payee, unless (x) the Customer has instructed the Bank to accept all payees or (y) the Customer has provided proper authorization to process for credit or collection of such Items; and (iv) any other matter or merchandise received (collectively, "Remittance Processing"). The Bank will not process



such excepted Items or other matters or merchandise, but will forward them to the Customer unprocessed. The Bank assumes no responsibility for the inadvertent processing of Items excepted from processing. The Bank will process credit card payments as point of sale transactions, obtaining authorization as required by applicable card rules; provided, however, the Bank will not place phone calls for authorization of referrals or process credit transactions. The Bank shall not be deemed a merchant processor and shall not be liable for any data entry errors or any chargeback. The Bank assumes no liability for any matter or merchandise received through the Post Office which is not a depositable Item, including cash. Any failure by the Bank to process an Item other than as provided herein does not constitute a failure by the Bank to exercise ordinary care. The Customer irrevocably appoints the Bank (and all persons the Bank designates in connection with the Lockbox Service) to endorse Items with the Customer's name. The Customer shall be liable to the Bank as a general endorser on all Items processed by the Bank and shall be deemed to make all of the warranties of a transferor of such Item under applicable law.

- (a) The Customers requiring "Caller Service" or "Business Reply Mail Service" (as such terms are used by the United States Postal Services ("USPS")) or any similar service at the USPS or Canada Post Corporation ("CPC") for remittance collection must obtain prior approval from the Bank. Upon approval, the Customer will secure such services directly with the USPS or the CPC, as the case may be, and ensure the Bank is authorized to collect the mail. The Bank shall not be responsible for delays in processing due to the Customer's failure to pay the USPS or the CPC, as the case may be, for such services or any other action taken or not taken by the USPS or the CPC, as the case may be.
- (b) The Bank may, at its sole discretion, provide the Customer additional optional Services including, without limitation, Decision Manager (as defined below), non-deposit remittance Items (i.e., the Bank will process and deposit only Items that meet the Customer directed rules for deposit), early transmission of remittance data, customized grouping and sorting of Items (i.e., the Customer instructs the Bank to further group and sort the contents of its mail according to criteria specified by the Customer) and imaging and additional data capture requirements of remittance data to create customized transmission files and reporting (collectively, the "Value Add Services"). The Customer shall submit to the Bank a completed implementation requirements document (the "Statement of Work") instructing the Bank to perform the Value Add Services agreed to by the Customer and the Bank. The Customer may receive user guides and other materials ("Service Guides") setting forth the terms and conditions upon which such Value Added Services shall be provided to the Customer by the Bank. The Customer acknowledges and agrees that Remittance Processing and, if applicable, the provision of Value Add Services (collectively, "Pre-Deposit Processing") may result in Items not being deposited until completion of such Pre-Deposit Processing in accordance with Customer's instructions. Decision manager ("Decision Manager") is an exception workflow tool to which clients can subscribe. Upon the Bank's review of the mail and remittance information for Items that do not meet a Customer's specified requirements for deposit (e.g., check and invoice amounts do not match, incorrect payee name, incorrect amount, etc.) or reported as processing exceptions ("Exception Items"), the Bank will notify the Customer of such Exception Items by posting such Exception Items on a designated website or application. The Customer must communicate its decision for Exception Items within the deadline indicated in the Statement of Work. The Customer agrees that the Bank shall not deposit such Exception Items until the Bank receives an instruction from the Customer. If the Customer fails to provide an instruction within the timeline specified, the Bank will either return the Item unprocessed to the Customer or follow the default instruction specified in the Statement of Work.
- (c) If the amount of an Item written in words and figures differ, the Item will be processed for amount written in words. If the Item is accompanied by an invoice or statement and the amount on the statement matches the amount written in figures, and the Customer has requested, and the Bank has agreed, to process such Item for the amount written in figures, the Item may be processed for the amount written in figures. In the event the Bank processes the Item for the amount written in figures, the Customer indemnifies the Bank for any claim which may arise from that action.
- (d) The Service is limited to Items drawn on domestic banks so to the extent the Bank notices that any Items drawn on foreign banks have been deposited, such Items shall be forwarded to the Customer as unprocessable; provided, however, upon Customer's request, but at the sole discretion of the Bank, the Bank may process or collect foreign checks on behalf of Customer subject to terms and conditions in the Account Documentation.

- 2. **Availability Schedule.** The Bank will deposit eligible Items to the Customer's designated deposit account in accordance with the Bank's Availability Schedule provided to the Customer. The Customer agrees that Items that require special handling may receive delayed availability.
- 3. **Returned Items; Re-presentment.** If any Item is rejected, reversed, or returned to the Bank unpaid for any reason or there is a claim involving an Item deposited to the Customer Account, the Bank will charge back that Item, together with any fees or other amounts allowed on such claims or for returned Items, against the Customer Account, regardless of whether such debit causes an overdraft to the Customer Account. If, however, the Bank has been instructed in writing by the Customer to re-present Items which have been dishonored or returned to the Bank unpaid for reasons other than account closed, the Bank may do so automatically and without notice to the Customer, and the Bank reserves the same rights to debit the Customer Account should any such Items remain unpaid after the re-presentment.
- 4. **Original Documents; Image Storage.** Unless the Bank has agreed otherwise, the Bank will image all Items and associated remittances and retain original documents on site for no longer than fourteen (14) days. All original documents will be destroyed fourteen (14) days after processing. The Bank will store Imaged Items for a period of seven (7) years from the date of the applicable transaction regardless of any additional imaging service requested by the Customer. If the Customer elects, the Bank will provide images of the Items ("Imaged Items") received together with images of related documents ("Imaged Documents"), through a delivery media ("Delivery Media") at the intervals agreed upon between the Bank and the Customer. If the Customer elects storage of Imaged Documents, the Bank will store Imaged Documents for a period of thirty (30) days (Short Term Storage) to ten (10) years (Long Term Storage) from the processing date of the applicable transaction, per the Customer's selection. If the Customer elects to image and not store Imaged Documents with the Bank, such images will be delivered to the Customer through the Delivery Media.

- 5. **Security for Imaged Items.** The Bank has specified Security Procedures for receiving and accessing Imaged Items, Imaged Documents and lockbox transaction data. The Bank is not obligated to send any images or data or allow access through the Delivery Media to any images or



data which are not requested or accessed in accordance with the Security Procedures. The Customer acknowledges that once it has accessed images by any Delivery Media, persons having access to the Customer's computers and image archives may have access to the Imaged Items, Imaged Documents and lockbox transaction data.

- 6. Accuracy; Legibility.** The information delivered to the Customer through the Delivery Media will be the same as the information in the data entry file provided to the Customer for the applicable time period. If the data entry file contains errors, those errors will also occur on the Delivery Media. The Bank will provide images that are as legible as possible given the legibility of the underlying remittance documents and the selected Delivery Media. The Bank has no liability or responsibility for the condition of the original remittance items provided to the Bank, and it reserves the right to review and approve sample remittance items for legibility prior to providing this Service. The Customer is responsible for reviewing images obtained through the Delivery Media and to promptly notify the Bank of any images that are not clear.
- 7. Disclosures.** As between the Customer and the Customer's clients, if applicable, certain payments collected hereunder may be subject to various cut-off times and payment deadlines (the "Disclosures"). The Customer acknowledges and agrees that the Bank has no duty to inquire as to the content of any such Disclosures, is not bound by them, and makes no representations or warranties, explicitly or implicitly, regarding same. The Customer is responsible for ensuring that the processing and payment cut-off times established by the Bank are in compliance with the Disclosures and the Customer's responsibilities under applicable laws and regulations.

D. COIN & CURRENCY

Coin and Currency Services, also referred to as Cash Vault Services, provides coin and currency delivery and deposit services to companies that use large quantities of cash. With a nationwide vault network, Customers can place orders for coin and currency, make deposits and track activity by location through electronic reporting options.

1. Cash Orders

- 1.1. Placement of Cash Orders.** The Customer may issue written instructions for the Bank to release United States coin and currency ("Cash") to an armored courier service (the "Courier") as designated by the Customer in accordance with the Bank's guidelines ("Cash Order"). The Customer acknowledges that Cash Orders may be transmitted to the Bank only during such times as set forth in the guidelines. The Bank is authorized to debit the account of the Customer designated in the Cash Order for the amount set forth in the Cash Order. If the Bank has agreed to such an arrangement, the Customer may also place a Cash Order directly at one of the Bank's branch locations by issuing a check to debit the Customer's account at the Bank or as a "cash for cash" exchange. If there are insufficient funds in the designated account, the Bank is authorized to refuse the Cash Order, to fill a partial Cash Order or to debit the designated account even if such debit causes an overdraft, or to debit any other account of the Customer at the Bank.
- 1.2. Cash Order Limits.** The Bank and the Customer may agree to limit the amount of Cash that may be delivered pursuant to a Cash Order ("Cash Limit").
- 1.3. Discrepancies for Cash Orders.** All Cash Orders must be validated by the Customer within 24 hours of receipt. If a currency strap, coin bag or wrapped coin discrepancy is identified, the Customer may contact Cash Services Customer Support at 888-872-0517 to request a Cash Order Claim Form. The completed form and proper documentation must be sent to the Bank and post marked within 48 hours of receipt of the Cash Order. Any claims post marked after the 48 hour period may be denied and the Customer will have no right to refuse or receive an adjustment after such time period.
- 1.4. Cancellations and Amendments.** A Cash Order may be cancelled by the Customer telephonically, electronically or in writing by a person the Bank reasonably believes to be authorized to act on behalf of the Customer and only if the cancellation is received within a reasonable time before the Cash is delivered to the Courier ("Cancellation"). A Cash Order may only be amended telephonically and the Bank will not be responsible for any change in a Cash Order it has received. Any attempt to amend a Cash Order electronically may result in duplicate Cash being delivered.
- 1.5. Notice of Rejection/Execution.** If the Bank rejects a Cash Order request, it will promptly notify the Customer of the reason. The Bank will notify the Customer when it has executed a Cash Order. Unless, within three (3) business days after receipt of notification of the execution of a Cash Order the Customer notifies the Bank in writing that a Cash Order was unauthorized or otherwise unenforceable against the Customer, the Bank shall not be liable for executing the Cash Order as notified, including any loss of interest.
- 1.6. Security Procedure.** The Bank must receive a Cash Order using a touch-tone telephone, or other electronic communications device mutually agreed upon by the Customer and the Bank, based upon codes assigned by the Bank to the Customer that identify the Customer and the location (collectively, "Codes"). The Customer agrees that use of the Codes constitutes a security procedure for verifying the authenticity of the Cash Order as being that of the Customer ("Security Procedure")... The Customer and the Bank will maintain reasonable security and control of the Codes. The Bank is not responsible or liable for detecting any error in the transmission or content of any Cash Order or Cancellation and the Security Procedure is not intended to detect any such error. No agreement or instruction of the Customer restricting acceptance of any Cash Order or Cancellation is binding on the Bank, except as set forth in these Service Terms or in a writing signed by the Customer and the Bank. These Security Procedures do not apply to Cash Order requests made by the Customer at one of our branch locations when the Customer is making a "cash for cash" exchange or issuing a check to debit the Customer's account at the Bank.



1.7. Geographical Limitations. The Customer represents and warrants that all Cash Orders will be used by Customer in its normal course of business at the Customer's store/office locations in the United States.

2. Cash Deposits

2.1. Standard Courier Service. The Customer may deliver and pick up shipments of Cash or checks to or from the Bank by using the services of a Courier that has been authorized by the Bank, who will act solely as the Customer's agent. The Courier must comply with the Bank's guidelines, as amended from time to time, and must maintain all licenses and permits required by law in addition to adequate insurance to cover its liabilities in providing courier services to the Customer. The Bank may refuse to permit any courier to enter its premises with or without cause, in which case the Bank will use reasonable efforts to promptly notify the Customer. With regard to Customer's Courier, Customer is responsible for any individual's actions while at the Bank's facilities including theft, property damage, intentional crimes and any other act or omission even if such actions would be considered outside the scope of their employment and whether the individual is impersonating an employee of the courier if the Bank has followed its customary procedures for identifying the individual.

2.2. Deposit Presentment and Processing for Standard Courier Service. With regard to deposits delivered to one of the Bank's vault locations, the Customer's Courier must deliver deposits in sealed tamper-proof plastic security deposit bags that meet the standards described in the Bank's guidelines and contain only Cash and checks. The bags may also contain food stamps if the Customer provides proof satisfactory to the Bank of the Customer's authority to redeem food stamps. The Bank will open the bags and process the deposits.

(a) **Delivery to Vault.** If the Bank agrees to accept the Customer deposits at a vault location, the Bank will provide a receipt indicating the number of bags it has received. This receipt is not an acknowledgment of the contents of any bag, nor is any telephonic or other acknowledgment of a deposit of which the Customer notifies the Bank by telephone or by electronic means.

(b) **Delivery to Branch for Delayed Processing.** If the Bank agrees to accept the Customer deposits at a branch location, the Bank will not verify the amount of the deposits at the time of receipt but will provide the Customer with a receipt showing the amount indicated in the Customer's deposit slip. This receipt is not an acknowledgment of the contents of any bag.

2.3. Courier Service through the use of a Smart Safe or Recycler Machine. The Customer may use the services of a courier that has been authorized by the Bank, who will act solely as the Customer's agent. The courier must comply with the Bank's guidelines, as amended from time to time, and must maintain all licenses and permits required by law in addition to adequate insurance to cover its liabilities in providing courier services. The Bank may refuse to permit any courier to enter its premises with or without cause, in which case the Bank will use reasonable efforts to promptly notify the Customer. The Customer will receive Advance Credit only for Cash placed in Deposit Cassette (as defined below) component of the machine. The Customer's courier is authorized to transmit the Cash information only with regard to the Deposit Cassette component of the machine to the Bank on the Customer's behalf and the Bank, upon receipt of such data transmission, will provide provisional credit to the Customer's designated account. The courier will deliver the Cash to the Bank as directed by the Bank at the Customer's expense. The Customer authorizes the Bank to instruct the courier to pick up any Cash for which the Bank has given provisional credit at any time at the Customer's expense. For purpose of these Service Terms, "Deposit Cassette" is the component of the machine whereby the Customer places Cash into such component and only the courier is able to access such Cash once it is placed in the Deposit Cassette.

2.4. Deposit Presentment and Processing through the use of a Smart Safe or Recycler Machine. The Customer agrees that once the Cash is in the Deposit Cassette component of the machine, the Customer no longer has any ownership, control or rights with regard to the physical Cash and that the Bank is authorized to rely upon the transmitted information from the Customer's courier with regard to deposits or adjustments to the Customer's deposit account with the Bank. Once the Customer's courier has completed the verification of the Cash from the Deposit Cassette component of the machine and has transmitted the deposit/adjustment information to the Bank, the Cash is then placed into the Bank's inventory at the courier's location. In the event of a dispute related to the amount credited to the Customer's deposit account, the Customer will initiate its claim and request for an investigation with its courier.

2.5. Discrepancies. All deposits are subject to verification. If there are differences between the amount credited by the Bank and the amount shown on the deposit slip prepared by the Customer, the receipt provided to the Customer or its agent upon initial presentment or the transmission received from the courier on the Customer's behalf, the currency will be re-counted for discrepancies over the minimum amount specified in the Cash Vault Services Product Guide, the "Threshold" amount, the Customer's representative designated in the service implementation questionnaire will be notified of the adjustment, and an adjustment fee will be charged. If the discrepancy is in the Threshold amount or less, the Bank will not adjust the Customer's account, the Bank will retain the discrepancy amount, and no adjustment fee will be charged. The Bank's determination and records as to its receipt of any bag and as to the contents of any bag is conclusive and binding on the Customer.

2.6. Relationship upon Delivery of Bags. Until the Bank recounts the contents of the bags and enters a final credit to the Customer's account, the Bank is not responsible for any claimed contents of the bags. The Customer should not include anything in a bag other than Cash and its deposit slip, and the Bank shall have no responsibility or liability if there is any other property included or claimed to have been included in a bag...

2.7. Delivery to Unattended Facility. If the Bank agrees to allow the Customer to use one of the Bank's unattended facilities (including but not limited to a night depository or commercial ATM), the Bank may provide the Customer with an access device (such as a key or card that may require a personal identification number ("PIN")). The Customer must return all access devices to the Bank upon request. The Bank will process any deposits delivered to an unattended facility as provided for in the Bank's guidelines. If the Customer receives a receipt from an



unattended facility, the receipt is not an acknowledgment of the contents of any bag or of the receipt of any bag. While the Customer or the Customer's Courier is physically present at one of the Bank's unattended facilities, the Customer is a licensee only and the Bank has no responsibility for the safety of the Customer or its Courier while at such facility.

- 2.8. Liability at Unattended Facility.** The Customer assumes all risks of using any unattended facilities, including risks of theft, robbery and personal injury; the Bank is not responsible if a facility fails to operate properly in any way, including failing to open, close, lock or unlock. It is the Customer's responsibility to verify that its bags have dropped down completely into the facility, and the Customer agrees that it will not leave any bags in any facility that does not appear to be operating properly. The Bank will not be liable to the Customer if any unattended facility, tele-entry or online system is closed or otherwise unavailable for use at any time.
- 2.9. Geographical Limitations of Cash Deposits.** Cash Deposits must be delivered to the Bank by Customer's courier and from Customer's physical store/office locations in the United States. Cross-border cash deposits (i.e., cash brought into the United States from outside the United States) are strictly prohibited

E. POSITIVE PAY, REVERSE POSITIVE PAY AND PAYEE VERIFICATION

JPMorgan Chase Bank, N.A. (the "Bank") will provide Customer, in accordance with the provisions set forth in these Service Terms, with one or more of the services listed below (each a "Service") that help prevent check fraud on deposit accounts by identifying discrepancies between checks ("Items") presented to the Bank for payment from the Customer's demand deposit account associated with the Service (the "Account") and those Items that are issued by Customer. The provisions of the Bank's account documentation, including terms and conditions governing the operation of business accounts and services as well as other service guides or material (the "Account Documentation") are incorporated into these Service Terms by reference. By signing the applicable Account Documentation or by using or continuing to use any of these Services, the Customer agrees to these Service Terms.

1. Services.

With Positive Pay, the Customer sends check issuance information to the Bank and the Bank compares such information to Items being presented for payment. With Reverse Positive Pay, the Bank sends the Customer information on Items being presented for payment and the Customer does its own comparison. Payee Verification is an enhanced feature for Positive Pay whereby the Customer includes payee name information and the Bank compares such information against the payee names on Items being presented. As a condition precedent for receiving Payee Verification, the Customer must be receiving Positive Pay in connection with the same Account.

2. Issuance Information.

The following information is defined as "Issuance Information" for each Item: i) Account number on which the Item is drawn; ii) Item serial number; iii) dollar amount; iv) issue date, (not as part of Reverse Positive Pay); and v) for Payee Verification only, the payee name. For Positive Pay and Payee Verification, the Customer will provide the Bank the Issuance Information by the banking day on which the Customer issues Items by means of a mutually agreed upon transmission method. The Bank will compare the Issuance Information with the Items presented to the Bank for payment against the Account. For Reverse Positive Pay, the Bank will send the Customer the Issuance Information and the Customer will compare such information with the Items they have issued.

3. Discrepancies.

For Positive Pay and Payee Verification, if an Item is presented to the Bank for which it has not received timely Issuance Information or that contains information different from the Issuance Information for that Item, the Bank will notify the Customer by means of a mutually agreed upon method, by the designated time of the Banking Day following the Banking Day the Item is presented to the Bank for payment. The Customer shall advise the Bank by means of a mutually agreed upon method by the designated time on that same Banking Day whether any such Item is authorized for payment ("Presentment Decision"). In the event that the Customer fails to timely inform the Bank about any Item for which a Presentment Decision is requested, the Bank is authorized to return such Item unless otherwise agreed by the Customer and the Bank. For Reverse Positive Pay, the Bank will provide Issuance Information to the Customer of Items presented for payment; the Customer shall advise the Bank by means of a mutually agreed upon method by the designated time on that same Banking Day whether any such Item is not authorized for payment, and in the event that the Customer fails to timely inform the Bank as required, the Bank is authorized to pay such Item(s) unless otherwise agreed by the Customer and the Bank. The Bank is entitled to rely on any instructions by the Customer which it receives and which it reasonably believes to be genuine. If a Customer attempts to change an instruction previously given by sending an email or other message to the Bank, the Bank may, but has no obligation to, act upon such change request.

4. Payee Verification Additional Terms.

For Payee Verification, Customer acknowledges that Items which have been converted to ACH transactions prior to being presented for payment will not be eligible for this service and the payee name information will not be compared to the Issuance Information for Items that have been converted to ACH transactions. If Customer fails to provide the Issuance Information in the file format required by the Bank, the Bank will not be liable for failing to detecting any discrepancy between the Item and the Issuance Information or for processing and payment of such Item. The Bank reserves the right to set a threshold amount for Items (as may be revised by the Bank from time to time) to be reviewed under the Payee Verification service (the "Threshold Amount"). The Items below the Threshold Amount will be handled according to the standard Account Documentation governing the Customer's Account; however, Customer will not be liable for such Items if the discrepancy would have otherwise been detected under this Service. With regard to Payee Verification, the Bank will compare the payee name provided in the Issuance Information to the payee lines contained in the name/address block identified on the Item (presented as provided for in the Bank's set-up requirements) and will otherwise be limited to those parameters specifically agreed to by the Customer and Bank.



5. Voided Items.

The Customer agrees to place a void on an Item in the Issuance Information only with respect to Items that are not in circulation. If the Customer decides to stop pay an Item that it has already issued, the Customer is required to place a Stop Payment request pursuant to the relevant terms of the Account Documentation, outside of these services.

6. Item Payment.

The Bank is not obligated to maintain signature cards for the Account and whether or not the Bank does maintain such signature cards, in no event shall the Bank be obligated to inspect any Item for the presence or authenticity of any signature or to determine whether any signature is authorized. The Customer acknowledges that the Bank's adherence to these procedures in these terms, in lieu of signature examination, will constitute the exercise of good faith and ordinary care by the Bank in handling Items presented for payment against the Account.

7. Over the Counter Presentment.

The Bank may, without liability to the Customer, refuse to pay any Item presented for encashment at any of the Bank's branch locations. If an Item is presented for encashment at one of the Bank's branch locations at the teller line and the account is under the Positive Pay or Payee Verification Service, the Customer authorizes the Bank to pay such Item based upon the Positive Pay information at the teller line. If an Item is presented for encashment at one of the Bank's branch locations at the teller line and the account is under the Reverse Positive Pay Service, (i) the Customer authorizes the Bank to pay such Item pursuant to the Bank's policies and procedures for encashment, (ii) Customer assumes the risk of any loss that would have been prevented through the use of Positive Pay or Payee Verification services; and (iii) Customer agrees to unconditionally release, indemnify and hold harmless the Bank against any and all liability loss or claim relating to an Item being cashed or returned over-the-counter. The Bank may charge a person who cashes an Item drawn on the Customer's Account a fee at the time of encashment.

F. CONTROLLED DISBURSEMENTS

Controlled Disbursement Accounts help customers effectively manage the disbursement process to gain control over idle balances and automate funding transfers and is designed to provide disbursement totals early each business day.

- 1. Controlled Disbursement Account.** Each controlled disbursement account ("Controlled Disbursement Account"), except as set forth herein, shall be opened and maintained in accordance with the Account Documentation. Customer agrees that if it fails to utilize one of the Bank's positive pay services on the Controlled Disbursement Account, that failure will constitute Customer negligence contributing to the making of any unauthorized signature and Customer assumes the risk that checks or drafts ("Items") presented against the Controlled Disbursement Account may be forged or altered, to the extent that the positive pay services the Bank offers may have prevented any loss. The Bank will have no liability for any loss related to an Item presented against the Controlled Disbursement Account which would otherwise generally have been returned under such positive pay services.
- 2. Payment of Items.** Bank, on each banking day, will advise Customer of the total amount of Items drawn against the Controlled Disbursement Accounts that are presented for payment, on that day, to the Bank by a Federal Reserve Bank or another depository institution pursuant to a same-day settlement arrangement. Bank will honor Items which are properly payable, but shall have no obligation to pay any Item should sufficient immediately available funds to cover such Items not be transferred to the Controlled Disbursement Account in accordance with these Service Terms and the Account Documentation.
- 3. Over-the-Counter Presentment.** Bank may, without liability to Customer, refuse to pay any Item presented for encashment at any of the Bank's branch locations.
- 4. Funding Account for Controlled Disbursement.** Customer will maintain with Bank a designated account for purposes of funding the Controlled Disbursement Account, or the funding account may be maintained at an affiliated bank or other financial institution (the "Funding Account"). Customer authorizes Bank to debit the Funding Account for the total amount of the Items presented and any funds transfers against the Controlled Disbursement Account, and to promptly transfer such amount to the Controlled Disbursement Account even though such a debit may bring about or increase an overdraft. All funds transfers from the Funding Account to the Controlled Disbursement Account shall be in immediately available funds. Customer will maintain sufficient available funds in the Funding Account to cover Items and funds transfers presented against the Controlled Disbursement Account, and the Bank shall have no obligation to transfer funds, process Items for payment or complete any funds transfers unless there are sufficient available funds in the Funding Account. The Bank is authorized to debit the Funding Account for any obligations owed directly or indirectly on the Controlled Disbursement Account. The Bank shall not be liable for failure to pay any Item presented for payment against any Controlled Disbursement Account due to insufficient funds in the Funding Account.
- 5. Media.** Bank will transmit to Customer by the transmission method or media agreed to by Customer and Bank information regarding Customer's Controlled Disbursement Account.
- 6. Routing Transit Number.** Customer agrees to use the designated controlled disbursement account routing transit number on the Items it issues from the Controlled Disbursement Account. Customer acknowledges that if it fails to use such designated controlled disbursement account routing transit number the Bank is authorized to terminate this Service or any Service feature upon notice to the Customer.



7. **Financial Condition.** In the event of the deterioration of the financial condition of the Customer, as determined in the Bank's sole discretion, the Bank may immediately terminate the Service, any Service feature, and/or may convert any Controlled Disbursement Account to a stand-alone demand deposit account without prior notice to the Customer.
8. **Third Party Usage.** Customer agrees that it will not permit a third party to write checks on or otherwise issue payment transactions or instructions on Customer's Controlled Disbursement Account. Customer agrees to indemnify and hold Bank harmless from and against any and all actions, claims, demands, losses, liabilities or expenses whatsoever, including attorney's fees and costs, resulting directly or indirectly from Customer's breach of this Section 8. This indemnity shall survive the termination of these Service Terms. Notwithstanding anything to the contrary, Customer acknowledges that, if Customer breaches this Section 8, Bank may immediately terminate this Service or any Service feature upon notice to the Customer.

G. IMAGE CASH LETTER

1. Service.

JPMorgan Chase Bank, N.A. (the "Bank") which may include designated agents of the Bank, will provide Customer with image cash letter services for Checks as defined below (the "Service") in accordance with the provisions set forth in this document (the "Service Terms"). The provisions of the Bank's account documentation, including account terms and conditions governing the operation of business accounts and services and the ACH Origination Service Terms as may be applicable ("Account Documentation") are incorporated into these Service Terms by reference. By signing the applicable Account Documentation or by using or continuing to use the Service, Customer agrees to these Service Terms.

2. Transmission and Processing.

Customer shall provide through its own methods or devices the captured check images and check data from the Check, including the magnetic ink character recognition formatting (MICR) information through electronic transmissions (the "Transmissions") in the format and specifications required by the Bank's File Standards and within the cut-off times provided by the Bank. Customer authorizes Bank to process the Transmissions as substitute checks, electronic images or photos in lieu, as may be applicable for further clearing through any other financial institution, clearinghouse or Federal Reserve Bank. If the Customer is eligible and has chosen to have Checks processed as ACH transactions, Bank will convert eligible Checks to ARC or POP entries, as defined and provided for in the ACH Origination Service Terms. Customer agrees that it is solely responsible for the creation and transmission of these Transmissions to the Bank. If any Transmission (including any source document for purposes of these Service Terms) does not meet the Bank's or any transferee's standard requirements for processing, Customer assumes all risk of loss or delay in processing such Transmission and authorizes the Bank to either (a) return the Transmission to the Customer without further processing, (b) process the Transmission as sent from the Customer, (c) process the Checks as photocopies in lieu of the originals, or (d) repair or attempt to repair the Transmission for further processing. Under this Service, "Checks" shall mean original paper checks and drafts drawn in US dollars on, or payable through, banks located in the United States (including Puerto Rico, Guam and the US Virgin Islands), endorsed for deposit to Customer's account at the Bank.

3. Image Cash Letter File Deposit Time.

The Transmissions must be sent to the Bank prior to the deposit deadline. Any Transmission will be deemed to have been received by the Bank when the entire file has been written onto the Bank's system and made available for the Bank to validate. Based upon the size of the Transmission file, there may be a significant delay between the time Customer begins to send the file and the completion of the transfer as stated above. As a result, Customer will make every effort to send the Transmission file as early as possible. Files that are received after a deposit deadline will be considered deposited as of the next deposit deadline. Processing fees and funds availability will be assessed based on the deposit deadline that is met.

4. Customer Liability.

Customer shall be solely responsible if any Transmission for which Customer has been given provisional credit is returned or reversed, and neither Bank nor its subcontractors shall be liable or responsible for same. Customer acknowledges that all credits received for deposit are provisional, subject to verification, final settlement or return. Information and data reported hereunder: (a) may be received prior to final posting and confirmation and is subject to correction and (b) is for informational purposes only and may not be relied upon. Customer agrees that Bank shall have no liability for the content of payment-related information as received from the Customer. Customer shall be solely responsible for the original Checks, including storage and retrieval. Customer agrees to provide a legible copy of an image or the original Check if requested by the Bank within five (5) business days of such request. If Customer is unable to provide the original or legible copy, Customer shall be liable for any associated loss or claim involving the Check. Customer will not present a Transmission or the original Check or substitute check more than once to the Bank if the initial Transmission was processed as an ACH transaction and shall be responsible for any and all losses or claims resulting from the Customer presenting such Check or Transmission for payment more than once through any method.

5. Suspension/Cancellation of Service.

Bank reserves the right to suspend or terminate the Service, in whole or in part if Bank believes Customer is in breach of these Service Terms or is otherwise using or accessing the Service in a manner inconsistent with the rules and regulations relating to the Service being provided and such breach, use or access is not cured within three business days after notice to Customer. Further, this Service will automatically terminate if the Customer's account with the Bank is closed for any reason. Either party may terminate the Service upon thirty (30) days' prior written notice to the other party; provided, however, that the terms of Section 9 will apply to any termination prior to the time period set forth in the Pricing Schedule.



6. Intellectual Property Ownership.

Neither these Service Terms nor the provision of the Service transfer to Customer any ownership or proprietary rights in the Bank's technology or any work or any part thereof, and all right, title and interest in and to the Bank's technology will remain solely with Bank or its subcontractors.

7. WARRANTIES AND DISCLAIMERS.

7.1 CUSTOMER WARRANTY. CUSTOMER WARRANTS AND REPRESENTS TO THE BANK THAT: (A) EACH TRANSMISSION CONTAINS ACCURATE AND LEGIBLE IMAGES OF ALL OF THE INFORMATION ON THE FRONT AND BACK OF THE ORIGINAL CHECKS AT THE TIME EACH CHECK WAS TRUNCATED; (B) EACH TRANSMISSION ALSO CONTAINS A RECORD OF ALL APPLICABLE MICR-LINE INFORMATION REQUIRED FOR A SUBSTITUTE CHECK AND THE ACCURATE AMOUNT OF THE CHECK; (C) EACH TRANSMISSION CONFORMS TO THE TECHNICAL STANDARDS FOR AN ELECTRONIC ITEM SET FORTH IN REGULATION J AND FEDERAL RESERVE BANK OPERATING CIRCULARS AND FOR A SUBSTITUTE CHECK SET FORTH IN REGULATION CC; (D) NO PERSON WILL RECEIVE A TRANSFER, PRESENTMENT OR RETURN OF, OR OTHERWISE BE CHARGED FOR, THE CHECK (EITHER THE ORIGINAL CHECK, OR A PAPER OR ELECTRONIC REPRESENTATION OF THE ORIGINAL CHECK) SUCH THAT THE PERSON WILL BE ASKED TO MAKE PAYMENT BASED UPON A CHECK IT HAS ALREADY PAID; (E) CUSTOMER WILL NOT REDEPOSIT THROUGH THIS SERVICE ANY TRANSMISSION REPRESENTING A CHECK PREVIOUSLY DEPOSITED AND RETURNED TO THE CUSTOMER; (F) CUSTOMER WILL EMPLOY COMMERCIALY REASONABLE SECURITY MEASURES AND FIREWALLS SUFFICIENT TO PROTECT THE TRANSMISSIONS AND STORAGE TO ENSURE NO UNAUTHORIZED ACCESS OR DUPLICATE PRESENTMENT; (G) CUSTOMER WILL ONLY TRUNCATE AND CREATE TRANSMISSIONS FOR CHECKS THAT ORIGINATED AS PAPER CHECKS; (H) CUSTOMER HAS ESTABLISHED AN ANTI-MONEY LAUNDERING PROGRAM IN COMPLIANCE WITH ANTI-MONEY LAUNDERING LAWS AND REGULATIONS APPLICABLE TO IT AND SUCH ANTI-MONEY LAUNDERING PROGRAM INCLUDES POLICIES, PROCEDURES AND CONTROLS DESIGNED TO DETECT AND PREVENT MONEY LAUNDERING WHICH CUSTOMER BELIEVES EFFECTIVELY PREVENTS THE USE OF CUSTOMER'S OPERATIONS, PERSONNEL OR FACILITIES FOR MONEY LAUNDERING PURPOSES; (I) CUSTOMER WILL ONLY ACCESS THE SERVICE AND SEND TRANSMISSIONS TO THE BANK FROM LOCATIONS WITHIN THE UNITED STATES; AND (J) CUSTOMER IS IN COMPLIANCE WITH ALL LOCAL LAWS AND REGULATIONS APPLICABLE TO IT IN THE USE OF THIS SERVICE.

7.2 DISCLAIMER. BANK AND ITS SUBCONTRACTORS MAKE NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING OR RELATING TO ANY OF THE TECHNOLOGY OR SERVICE AND/OR ACCESS TO OR USE OF THE SERVICE OR TECHNOLOGY PROVIDED TO CUSTOMER HEREUNDER. BANK AND ITS SUBCONTRACTORS SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET, AND CUSTOMER ASSUMES ALL SUCH RISKS. CUSTOMER SHALL MAKE AN INDEPENDENT ASSESSMENT OF THE ADEQUACY OF THE INTERNET IN USE OF THE SERVICE PURSUANT TO THE BANK'S PROCEDURES. CUSTOMER FURTHER ACKNOWLEDGES THAT THE SELECTION AND USE BY IT OF ANY THIRD PARTY SECURITY AND COMMUNICATIONS SOFTWARE AND THIRD PARTY SERVICE PROVIDERS IS THE SOLE RESPONSIBILITY OF CUSTOMER, AND BANK DISCLAIMS ALL RISKS RELATED THERETO, NOTWITHSTANDING THAT THE BANK MAY RECOMMEND CERTAIN SECURITY AND/OR COMMUNICATIONS SOFTWARE AND SERVICES. CUSTOMER AGREES TO, AT ITS SOLE EXPENSE, PROCURE AND MAINTAIN ALL HARDWARE, BROWSERS, SOFTWARE AND TELECOMMUNICATIONS EQUIPMENT NECESSARY TO ACCESS THE SERVICE IN ACCORDANCE WITH THE BANK'S RECOMMENDED SYSTEM CONFIGURATION.

8. INDEMNIFICATION.

IN ADDITION TO ITS INDEMNIFICATION OBLIGATIONS IN THE ACCOUNT TERMS, AND EXCEPT FOR LOSSES OR EXPENSES CAUSED BY BANK'S FAILURE TO EXERCISE ORDINARY CARE OR WILLFUL MISCONDUCT, CUSTOMER AGREES TO INDEMNIFY BANK FOR ANY LOSS OR EXPENSE SUSTAINED (INCLUDING ATTORNEY'S FEES AND EXPENSES OF LITIGATION) RESULTING FROM (i) CUSTOMER'S LACK OF AUTHORITY TO MAKE THE WARRANTIES PROVIDED HEREIN; (ii) ANY ACTION TAKEN OR NOT TAKEN BY BANK WITHIN THE SCOPE OF ITS AUTHORITY UNDER THESE SERVICE TERMS IN HANDLING A CHECK; AND (iii) A BREACH OF ANY WARRANTY OR INDEMNITY REQUIRED TO BE MADE BY BANK WITH RESPECT TO A CHECK UNDER APPLICABLE LAW, CLEARING HOUSE RULE OR REGULATION.

9. Pricing Schedule/Volume/Termination Penalties.

Bank and Customer agree to the terms of the Pricing Schedule which are incorporated herein by reference, including the length of time the Service will be provided, the charges/fees and the volumes, as may be stated in the Pricing Schedule. If Customer terminates the Service or the Service is otherwise terminated without fault of the Bank prior to the period of time set forth in the Pricing Schedule, Customer shall pay the Bank a termination fee equal to twelve (12) times the average monthly transaction fee for the Service for the period of time the Service was provided to Customer. Such termination fee shall be paid within thirty (30) days' after the effective termination date.

10. Audit.

Customer authorizes the Bank to audit its facilities where the Checks are imaged, stored and destroyed as well as where the Transmissions are processed under this Service upon reasonable prior written notice from the Bank.

11. Customer Offering Mobile Check Delivery Application.



If Customer offers its own customers ("Customer's Client") a mobile deposit solution through the Customer's (or its vendor's) mobile check delivery application ("Application"), allowing the Customer's customer to capture pictures of the front and back of eligible Checks from their mobile device and to send the images to Customer through the Application, Customer also represents and warrants the following:

- A. Customer will only send images of Checks that are made payable to Customer.
- B. Customer has established internal controls and procedures relating to Checks delivered to it through an Application, to comply with the requirements of these Service Terms.
- C. Customer's Clients are required to enter into the Customer's Application service terms and conditions or a similar agreement setting forth the Customer's Client's obligations and limiting the use of the Application for only original paper checks that are made payable to the name of the Customer. Such terms shall include the Customer Client's agreement that use of the Application constitutes their issuance and delivery of the Check to the Customer, and the Customer is a holder of the Check.
- D. Customer prohibits use of the Application from OFAC prohibited countries.

12. Online Adjustments Services.

If Bank and Customer agree, Customer will submit its adjustment requests through the web-based SVPCO Online Adjustment Service ("Online Adjustment") based on the following terms:

For Customers choosing the deposit account option where they settle for the Items through the Customer's deposit account at Bank ("Deposit Account") option, Customer agrees to be bound by the SVPCO Electronic Adjustment Exchange Rules, as may be amended from time to time ("SVPCO Rules"). Bank will assist the Customer in implementing and registering for Online Adjustment. Customer will designate at least one Administrator by submitting the Secure ID Token Form for Online Adjustments ("Form"). After the initial registration, Customer will be able to update its designated users directly through SVPCO. Bank may conclusively rely upon any information or instructions purported to be sent by the Customer through Online Adjustment. Customer agrees that Bank may charge Customer's Account for any adjustments and related fees. Customer agrees that the Bank shall have no responsibility with regard to the adjustment information transmitted through Online Adjustment. Notwithstanding anything to the contrary in these Service Terms or the Account Documentation, Online Adjustment will automatically terminate upon the termination or expiration of the agreement covering the SVPCO online adjustment service between Bank and The Clearing House.

H. CHECK PRINT

The Check Print Service enables the Customer instruct the Bank to create and mail checks and/or documents on behalf of the Customer.

1. **Print Orders.** The Bank will execute each print order requested by the Customer which is received by the Bank in a manner described in these Service Terms or as otherwise provided by the Bank (the "Print Order"). Print Order information shall include payee names and addresses. Customer agrees that it will not include any other personally identifiable information or any protected health information in its Print Orders. Print Orders may include printing of non-payment documents ("Documents") if agreed to by the Bank based upon these Service Terms.
2. **Check Pull Requests.** For any Print Order received by the Bank, the Customer may request the Bank to pull a check(s) from processing by completing the Bank's manual check pull request form ("Check Pull Request"); provided, however, that a Check Pull Request will not be effective unless and until it is received by the Bank in the form required and the Bank has had a reasonable time to act upon such request. A Print Order may not be amended or modified. The Bank has no obligation to adjust or stop the payment or posting of a Print Order it has accepted.
3. **Receipt of Print Orders.** The Customer shall transmit Print Orders to Bank to the location and in compliance with the formatting and other requirements of the Bank set forth in its operating procedures. Bank may reject any Print Order that does not comply with these Service Terms.
4. **Issuance of Checks/Documents.** For each Print Order accepted by the Bank, the Bank will: (a) cause a check to be printed and completed; (b) cause a laser facsimile signature authorized by the Customer to be placed on the check; (c) if agreed upon, cause other documents to be completed and included with the check issuance ("Documents"); and (d) mail or send the check by courier along with any Documents as agreed upon (collectively, the "Issuance"). The Customer expressly grants the Bank the authority to create and process such Issuances.
5. **Notice of Rejection.** The Bank will promptly notify the Customer if a Print Order is rejected by the Bank and will advise the Customer as to the reason. The notice or advice shall be deemed commercially reasonable if made available through the Check Print Service or given electronically, orally, by telephone or facsimile transmission.
6. **Control.** The Bank is not responsible or liable for the detection of errors contained in any Print Order as received from the Customer and is entitled to rely on the information contained therein.
7. **Reliance Upon Instructions.** The Customer is responsible for, and the Bank may rely upon, the contents of any notice or instructions that Bank believes in good faith to be from the Customer without any independent investigation. The Bank shall have no duty to inquire into the authority of the individual giving such notice or instruction. In the event the Bank receives conflicting notices or instructions, the Bank is authorized to act on either the notice or instruction, or it can refuse to act. No restriction on the Bank's acceptance of any Print Order will be binding on the Bank, except as set forth in these Service Terms unless agreed to in writing by the Bank and the Bank has had a reasonable opportunity to act upon such change.
8. **Limitation of Liability.**



The Bank's liability shall be limited to direct damages caused by the Bank's failure to use reasonable care. Reasonable care in providing the Check Print Service shall be measured by the relevant provisions of any service levels or business requirements and the standard of reasonableness of the procedures established for the transaction involved. Mere inadvertence or honest mistake of judgment shall not constitute a failure to perform such obligations or a failure to exercise reasonable care and in no case will be deemed wrongful.

- 9. Cashier's Checks.** If the Bank creates cashier's checks under the Check Print Service, the following additional terms will apply: (a) Customer will send the cashier's check print file information ("File Information") to the Bank by the Bank's cut off time on a given day ("Day One"); (b) the Customer authorizes the Bank to debit the Customer's designated account ("Funding Account") for the amounts shown on the File Information on Day One; (c) as the cashier's checks from the File Information are being processed, the account reconciliation issue file ("ARP File") must match the date of funding found in the File Information of the next banking day ("Day Two"); (d) for any cashier's check for which there is insufficient funds in the Funding Account on Day One to fund the purchase of the cashier's check, the Bank is authorized to reject the creation of such cashier's check; (e) fully funded cashier's checks will be printed on Day Two; (f) if the Customer is using one of the Bank's online services, Customer will be able to view information regarding the cashier's checks which were funded and created and those that were rejected; (g) any information from the File Information which can not be used to create a cashier's check will be communicated to the Customer for further research and reconciliation; (h) if any cashier's check is returned as undeliverable, the cashier's check will remain outstanding in the Bank's cashier's check account and escheated according to applicable laws and regulations. If the payee of a cashier's check claims that the cashier's check was lost, stolen or destroyed before the funds are escheated, such claim will be handled in accordance with the Bank's procedures.

I. ACH TAX PAYMENT

- 1. Service.** Bank will provide a service (the "Service") whereby Customer can direct Bank, via touchtone telephone or internet platform, to make tax payments through the automated clearing house (ACH) system from an account with Bank that Customer specifies. Customer may use the service to pay:
- any federal taxes covered by the Federal Tax Deposit Coupons (Form 8109) that Customer has executed and delivered to Bank from time to time;
 - certain state taxes; and
 - certain municipal taxes.

Bank may pay taxes from Customer's account in accordance with any instructions issued in Customer's name that Bank verifies pursuant to the security procedures specified in these Service Terms. In using the Service, Customer agrees to comply with and be bound by the Operating Rules of the National Automated Clearing House Association ("NACHA Rules").

- 2. Receipt of Instructions and Cancellations.** Customer may issue instructions and cancellations only during service hours that Bank specifies, and Customer acknowledges that Bank may change such service hours upon prior notice to Customer. Bank must receive instructions, including but not limited to payment cancellation instructions, not later than 6:00 p.m. ET (or such other time as Bank specifies) on the Business Day prior to the day on which the tax payment is due. For purposes of this Section, "Business Day" means a day on which the Bank is open for business in its New York office. Instructions received after such time shall not be processed until the following business day and Customer shall be liable for any charges, fees or costs associated with such payment. Bank may reject or delay processing of a tax payment if the request is not complete or is inaccurate or otherwise does not meet the criteria Bank specifies for acceptance herein or in the User Guide (as hereafter defined).

The Service is not designed or intended to be used for any ACH tax payment that is required to be formatted as an "International ACH Transaction" (or IAT) under the NACHA Rules. Customer agrees not to use or attempt to use the Service to originate any ACH tax payment that is required to be formatted under the NACHA Rules as an "International ACH Transaction" (or IAT). Customer shall indemnify and hold Bank harmless from and against any and all claims, demands, losses, fines, penalties, damages, liabilities and expenses, including, without limitation, legal fees and expenses, resulting directly or indirectly from any ACH tax payment processed or requested to be processed by Customer via the Service which should have been formatted under the NACHA Rules as an IAT.

3. Tax Payment Security Procedures.

- (a)** A Bank-issued or approved access code and PIN and/or other security device ("Security Device") is required to access the Service. The Customer shall be bound by and adhere to the security procedures and other procedures for use of the Service advised to it in writing through any medium by the Bank, as may be revised from time to time upon notice to the Customer (the "User Guide"). The Customer shall notify the Bank immediately of loss or theft of a Security Device, any unauthorized use of a Security Device or any other breach of security. The Bank may dishonor or disable any Security Device at any time and will inform the Customer of the same. The Customer agrees that any use of the Service with a Security Device is deemed to be carried out directly by and on behalf of the Customer. The Customer agrees to safeguard all Security Devices and to instruct each Authorized User (as defined below) to do the same.
- (b)** This Section 3(b) applies to use of the Service through the designated internet platform, but does not apply to touchtone telephone access. Customer shall designate an administrator (the "Administrator") who shall have authority in accordance with the operational instructions for the Service provided to Customer in the User Guide. Customer agrees to notify Bank of any change in Administrator in the manner and form designated by Bank. Any such changes shall be effective at such time as Bank has received such notice and has had a reasonable opportunity to act upon it. In accordance with the procedures contained in the User Guide, the Administrator shall be responsible for (i) designating individuals as users ("Authorized Users"); (ii) identifying the functions of the Service; (iii) requesting, creating, controlling, disseminating, and/or canceling user entitlements; (iv) receiving and distributing materials, notices, documents and correspondence relating to the security



procedures; and (v) advising each Authorized User of his/her obligations hereunder and under the User Guide. The Administrator shall provide to the Bank, upon the Bank's request, a list of Authorized Users.

4. **Open Network Access.** The Customer acknowledges that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet, and the Customer assumes all such risks. The Customer shall make an independent assessment of the adequacy of the internet and the Bank's security procedures. The Customer further acknowledges that the selection and use by it of any third party security and communications software and third party service providers is the sole responsibility of the Customer, and the Bank disclaims all risks related thereto, notwithstanding that the Bank may recommend certain security and/or communications software and services. The Customer agrees to, at its sole expense, procure and maintain all hardware, browsers, software and telecommunications equipment necessary to access the Service in accordance with the Bank's recommended system configuration.
5. **Funding.** Customer authorizes Bank to debit Customer's applicable account for the amount of each tax payment and for any applicable bank fees and charges when due. In the event Customer does not have sufficient funds in Customer's applicable account to cover the amount of a tax payment, Bank shall have no obligation to make the tax payment for Customer. Bank may require Customer to pay Bank the amount of each tax payment on the date of transmission of the tax payment instruction or otherwise prior to the tax payment due date. Bank may from time to time establish or revise maximum dollar limits for the total value of all outstanding files of tax payments that Bank will release on customer's behalf. Bank may change or cancel the limits any time without prior notice to Customer, although Bank will try to notify Customer before Bank does that. Funds Bank receives and holds pursuant to the Service shall be held as a deposit liability to Customer and not in trust for Customer or the taxing authority.
6. **Warranties; Indemnity.** Except as specified below, Customer will be deemed to make the same warranties to Bank as Bank makes pursuant to the NACHA Rules although Customer will not be deemed to warrant the power of the Bank under applicable law to comply with the requirements of the NACHA Rules or the conformity of tax payments and other data Bank transmits to the file specifications contained in the NACHA Rules. Customer further represents and warrants to Bank that: (i) Customer shall not access the Service from any jurisdiction in which the Service is not authorized; and (ii) each tax payment Customer originates will comply with applicable U.S. laws and regulations and Customer acknowledges that payments may not be initiated that violate the laws of the United States.

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 attorney's fees and costs) resulting directly or indirectly from (a) Customer's breach of any warranty made under this Section and (b) compliance by Bank with any request Customer makes for a cancellation, stop payment, reversal or recall of any tax payment.

Bank shall have no responsibility for any delay by any ACH Operator (as such term is defined in the NACHA Rules) or taxing authority in processing any tax payment Bank transmits to such entity or failure by such entity to process or apply any tax payment.
7. **Stop Payments; Reversals and Recalls.** Customer's instruction to stop payment of, reverse or recall one or more tax payments must be received by Bank in such time and manner as Bank specifies. Bank will process these transactions in accordance with Bank's procedures advised to Customer. Any reversal or recall initiated by Bank is subject to acceptance by the relevant taxing authority. Tax payment instructions may not be amended or modified.
8. **Payment Limits.** Bank may from time to time establish or revise (a) maximum dollar limits for each payment to be made by the Customer to a specified taxing authority, and (b) aggregate limits for all payments to be made by the Customer to a specified taxing authority within a 24-hour period. Bank may change or cancel the limits at any time without prior notice to Customer, although Bank will endeavor to give prior notice to Customer. Bank may require Customer to pay Bank the amount of any tax payment on the date of transmission to Bank or otherwise prior to the settlement date. Bank also may require Customer to maintain collateral with Bank in an amount Bank specifies.
9. **Limitation of Liability.** Bank's maximum aggregate liability in connection with the Service shall be limited as provided in the Account Documentation (as defined in Section 9 below) and shall be further limited to the lesser of the amount of any penalty or interest actually imposed by the applicable taxing authority or the total fees Customer paid Bank during the prior 12 months.
10. **Incorporation of Account Documentation; Termination.** The Bank's terms governing the operation of business accounts and services ("Account Documentation") are incorporated herein, as the same may be amended from time to time. If and to the extent that there is a conflict between the Account Documentation and these Service Terms, the provisions of these Service Terms shall prevail. In addition to Bank's termination rights under the Account Documentation, Bank shall have the right to terminate or suspend these Service Terms and the Service upon notice to Customer in the event of Customer's breach of the NACHA Rules.

J. REMOTE CAPTURE SERVICE TERMS

Remote Capture is a remote scanning service that processes remittances and promotes Customers' efficiency in their businesses. Through this service, the Customer's remittance deposits can be imaged and transferred to the Bank via a Bank supplied data platform for further processing and posting to the Customer's deposit account.

1. Service



The Bank, which may include designated agents of the Bank, will provide Customer with Remote Capture services for domestic transactions (the "Service") in accordance with the provisions set forth in this document (the "Service Terms"). The Service allows Customer to electronically transmit deposits of eligible checks and items (eligible checks and items are limited to personal checks, money orders, business checks, cashiers checks, traveler's checks payable in U.S. Dollars and drawn on U.S. banks or U.S. Postal Service Money Orders, payable to the Customer) by using a capture device, including a desktop scanner or mobile device (hereinafter referred to as a "Scanner"), to create an electronic image of an original paper check or item and other paper source documents (collectively, "Item") and transmitting the image of the Item ("Item Image") and related data to Bank. The provisions of the Lockbox Service Terms, Account Terms, Client Access Service Terms, and any other applicable Service Terms as may be amended from time to time (collectively, the "Account Documentation") are incorporated into these Service Terms by reference. By signing the applicable Account Documentation or by using or continuing to use the Service, Customer agrees to these Service Terms. If and to the extent there is a conflict between the Account Documentation and these Service Terms, the provisions of these Service Terms will prevail.

- a. Customer agrees that after the Item Image has been created and transmitted to the Bank for deposit, Customer shall not otherwise transfer or negotiate the original Item, substitute check or any other image of the Item. Customer further agrees that Customer shall be solely responsible for the original Items, including storage, retrieval and destruction. Customer must have in place policies and procedures for the secure storage and destruction of the original Items.
- b. Customer agrees that a copy made from the Item Image or substitute check of the Item, as defined by federal law, will become the legal representation of the Item for all purposes, including return item processing.
- c. Subpart B of Federal Regulation CC (availability of funds) does not apply when electronic images of Items are transmitted to Bank. Funds from deposits made via this Service will be available in accordance with the availability schedule for the Service. However, Bank may apply additional delays on the availability of funds based on any other factors as determined in the Bank's sole discretion.

2. Processing

Customer shall provide through Bank approved devices, including a desktop scanner or mobile device, the Item Images in the format and specifications and in accordance with the procedures required by the Bank. The Bank may process the Items as substitute checks, electronic images or photos-in-lieu, as may be applicable for further clearing through another financial institution, clearinghouse or the Federal Reserve Bank. Customer assumes sole responsibility for the creation of these images and their subsequent provision to the Bank. If any Item Image does not meet the Bank's or any transferee's standard processing requirements, in processing such Items, Customer assumes all risk of loss or delay and authorizes the Bank to either (a) return the Item to the Customer without further processing, (b) process the Item as sent from the Customer, (c) process the Items as photos--in-lieu of the originals, or (d) repair or attempt to repair the items for further processing. Access to the Item Images and the use of a mobile device in conjunction with the Service are governed by the Client Access Service Terms, as may be amended from time to time.

3. Deposit Time

Item Images are deemed received by the Bank when the Item Images have been transferred onto the Bank's system and validated by the Bank. Based upon the size of the batch of items, there may be a significant delay between the time Customer begins to send the items and the completion of the transfer as stated above. If Bank receives and validates the submitted deposit transmission no later than the Bank's designated cut off time (the "Cutoff Time") on a day that the Bank is generally open for business, i.e., Monday through Friday excluding weekends and state or federal holidays ("Business Day"), Bank will consider that Business Day to be the day of deposit (i.e., the date deposit is credited). If Bank receives and validates the submitted deposit transmission after the Cutoff Time or on a non-Business Day, the deposit will be considered to be made on the next Business Day. Whether the Cutoff Time has been met will be determined by the time displayed on the Bank's internal system clocks which may not necessarily be synchronized with the internal clock displayed on Customer's computer or device. For this reason, Bank suggests that Customer submit its deposit transmissions to Bank sufficiently in advance of the Cutoff Time to avoid the possibility of missing the Cutoff Time.

4. Foreign Items

The Service only accepts and processes Items drawn on U.S. chartered banks.

5. Warranties.

5.1 Customer represents and warrants to Bank that:

- Customer will capture and transmit all Item Images using Bank approved hardware and software applicable to the Service's function;
- Any image Bank receives accurately and legibly represents all of the information on the front and back of the Item as of the time the Item was truncated;
- The information Customer transmits to Bank corresponding to an Item contains a record of all applicable MICR-line information required for a substitute check and the accurate amount of the Item;
- The Item Image conforms to the technical standards for an electronic Item set forth in Regulation J or Federal Reserve Bank Operating Circular 3, and for a substitute check set forth in Regulation CC;
- No person will receive a transfer, presentment, or return of, or otherwise be charged for, the Item (either the original Item, or a paper or electronic representation of the original Item) such that the person will be asked to make payment based on an Item it has already paid;



- Customer will not redeposit through this Service any Item previously deposited and returned to Customer;
- Customer will employ commercially reasonable security measures, including firewalls, sufficient to protect against unauthorized access or duplicate presentment;
- Customer will only transmit Items that originated as paper checks;
- Customer will comply with all applicable laws and regulations;
- Customer will not use the Service for any purpose prohibited by foreign exchange regulations, postal regulations or any other treaty, statute, regulation or authority; and
- If the Customer is depositing Items on behalf of third parties, the Customer also represents and warrants to the Bank that with respect to each Item deposited through the Service, the owner of the Item has authorized the electronic transmittal of the Item and guarantees all prior endorsements; Customer has established an anti-money laundering program in compliance with anti-money laundering laws and regulations applicable to it and such anti-money laundering program includes policies, procedures and controls designed to detect and prevent money laundering, including "know-your-customer" policies and procedures, monitoring of transactions for suspicious activities and reporting of suspicious activities, which Customer believes effectively prevents the use of Customer's operations, personnel or facilities for money laundering purposes.

6. New Features. Bank may, from time to time, introduce new features to the Service or modify or delete existing features in its sole discretion. Bank shall notify Customer of any of these changes to features if Bank is legally required to do so. By using any new or modified features when they become available, Customer agrees to be bound by the rules concerning these features.

7. Disclaimer.

Bank makes no representations or warranties, whether express, implied or statutory regarding or relating to any of the software, capture devices or other hardware and/or access to or use of them or the related materials and the Service. Bank specifically disclaims any and all implied warranties of merchantability and fitness for a particular purpose and non-infringement. Bank and its subcontractors also do not guarantee that Customer's access to the Services will be uninterrupted, error free or secure.

8. Indemnification.

Customer agrees to indemnify and hold the Bank harmless for any loss or expense (including attorney's fees and expenses of litigation) resulting from: breach of any of the warranties made by Customer pursuant to these Service Terms or the Lockbox Service Terms; any claim pertaining to any warranty or indemnity that Bank makes with respect to an Item under the Check Clearing for the 21st Century Act, Federal Reserve Board Regulations CC and J and all other laws, regulations and industry and clearing house rules applicable to Items as either the bank of first deposit, truncating or reconverting bank.

9. Customer Liability.

Customer shall be solely responsible if any item for which Customer has been given provisional credit is returned or reversed, and neither Bank nor its subcontractors shall be liable or responsible for same. Customer acknowledges that all credits received for deposit are provisional, subject to verification, final settlement, warranty claims or return. Information and data reported under these Service Terms: (a) may be received prior to final posting and confirmation and are subject to correction and (b) are for informational purposes only and may not be relied upon. Customer agrees that Bank shall have no liability for the content of payment-related information as received from the Customer. Customer shall be solely responsible for the original Items, including storage, retrieval and destruction. Customer agrees to provide a legible copy of an image or the original Item if requested by the Bank. If Customer is unable to provide the original or legible copy, Customer shall be liable for any associated loss or claim involving the Item.

10. Suspension/Cancellation of Service.

Bank reserves the right to suspend or terminate the Service, in whole or in part if Bank believes Customer is in breach of these Service Terms or is otherwise using or accessing the Service in a manner inconsistent with the rules and regulations relating to the Service being provided and such breach, use or access is not cured within three business days after notice to Customer. Further, this Service will automatically terminate if the Customer's account with the Bank is closed for any reason. Either party may terminate the Service upon thirty (30) days' prior written notice to the other party.

11. Intellectual Property Ownership.

Neither these Service Terms nor the provision of the Service transfer to Customer any ownership or proprietary rights in the Bank's technology or any work or any part thereof, and all right, title and interest in and to the Bank's technology will remain solely with Bank or its subcontractors.

12. Audits. Customer agrees that the Bank shall have the right to audit Customer's books, records, processes and procedures for managing and maintaining the security and safety of the scanners, transmissions and original Items, including the right to audit Customer's and Customer's agents, if any, physical locations where Customer scans original Items and processes electronic check images and data related to the Service. . Customer agrees that the use of scanners, including mobile devices, in conjunction with this Service is limited to the United States.



K. ELECTRONIC CHANNELS

1. Service and Service Terms.

The Bank will provide a service (the “**Service**”) for electronic access to the Customer’s account information, reports and data (collectively, “**Data**”) and for the electronic transmission to the Bank of messages, service requests, and payment and non-payment instructions (each an “**Instruction**”) and from the Bank of messages, notifications and alerts, via the J.P. Morgan Access® Online, J.P. Morgan Access® Mobile, J.P. Morgan Host-to-Host/managed file transfer and J.P. Morgan Treasury Services API channels. The Bank reserves the right to modify the applications and products available via the Service. The Service is governed by these terms (the “**Service Terms**”), which incorporate the Bank’s terms governing the business accounts and services, including service terms that govern the Bank’s processing of Instructions transmitted via the Service (collectively, the “**Account Documentation**”), as the same may be amended from time to time. If and to the extent that there is a conflict between the Account Documentation and these Service Terms, the provisions of these Service Terms shall prevail. Capitalized terms used in these Service Terms, and not otherwise defined, have the meaning set forth in the Global Account Terms or other account terms applicable to the Customer. JPMorgan Chase Bank, N.A. is organized under the laws of U.S.A. with limited liability.

2. Security Procedures and Other Controls

2.1. General. The security procedures for each channel are set forth below, as may be modified on notice to the Customer through any medium (each, a “**Security Procedure**”). Any Instruction, the authenticity of which has been verified through a Security Procedure, shall be effective as that of the Customer, whether or not authorized, and notwithstanding that the Instruction may result in an overdraft of an Account. Controls unilaterally implemented by the Bank shall not be deemed to be Security Procedures for purposes hereof unless explicitly identified as such in writing. The Customer is responsible for implementing any procedures and requirements set forth in the applicable documentation provided to it by the Bank, as well as any subsequent modification to the procedures and requirements that are designed to strengthen the Security Procedures.

2.2. Security Procedures and Other Controls for Access Online and Mobile Channels.

2.2.1. Access Online. The Security Procedure for verifying payment Instructions given in the Customer’s name via the Access Online channel is validation of a user ID and confidential password of an Authorized User (as defined in Section 2.6 below), a token code generated by a Bank issued or approved security device (“**Security Device**”) assigned to that Authorized User and Bank transaction review as specified in Section 2.5.

2.2.2. Access Mobile. The Security Procedure for verifying payment Instructions given in the Customer’s name via the Access Mobile channel is either (i) validation of the registration with the Bank of the mobile device, a biometric identifier, and the private swipe key of an Authorized User (as defined in Section 2.6 below) and transaction review as specified in Section 2.5 or (ii) validation of a user ID and confidential password of an Authorized User (as defined in Section 2.6 below), a token code generated by Security Device assigned to that Authorized User and transaction review as specified in Section 2.5.

2.2.3. Controls Offered to Customer. For Access Online and Mobile, the Customer may choose to apply certain controls offered by the Bank to the Customer from time to time designed to reduce the Customer’s risk of unauthorized transactions. The Customer is responsible for choosing controls that are appropriate for the Customer taking into account, among other things, the nature and scale of the Customer’s business, including the size, type and frequency of payment orders normally issued to the Bank, and the nature of its technical environment, internal accounting controls and information security policies and procedures (collectively, “**Customer Internal Controls**”). The Security Procedure that is established by agreement of the Customer and the Bank herein is established in view of the Customer Internal Controls applied by the Customer. For the avoidance of doubt, none of the controls described in this Section are part of the Security Procedures for the channels.

2.3. Security Procedures and Certificate Procedures for Host-to-Host/Managed File Transfer Channel. The Security Procedure for verifying payment Instructions given in the Customer’s name via the Host-to-Host/managed file transfer channel is authentication of a digital signature certificate, which authenticates transmitted files on the basis of the corresponding security key (the “**Signature Certificate**”) and transaction review as provided in Section 2.5. The Customer and the Bank will use the following procedures for the use of a transport certificate, which establishes a secure session between the Bank and the Customer on the basis of a corresponding security key (the “**Transport Certificate**”) and the Signature Certificate. Each of the Signature Certificate and the Transport Certificate are referred to herein as a “**Certificate**” and the corresponding security key as a “**Security Key**”.

2.3.1. Certificate Procedures and Requirements. The Customer shall comply with the Bank’s procedures and requirements for Certificates and Security Keys notified to the Customer, including but not limited to Certificate validity period, key strength and cryptographic specifications, as amended from time to time. Any request to the Bank to add, update or delete a Security Key shall include the applicable Certificate, a text file or other physical representation of the public Security Key of such Certificate and any other information in the manner and form designated by the Bank. The Bank shall have the right to rely on any request that the Bank believes in good faith to have been sent by the designated security administrator (“**Security Administrator**”), notwithstanding that such Security Administrator may be a third party acting on behalf of the Customer.

2.3.2. Certificate Expiration. Notwithstanding any courtesy notifications the Bank may send to the Customer regarding the Customer’s impending Certificate expiration, the Customer acknowledges that it is the Customer’s sole responsibility to update the Certificate prior to its expiration date. The Bank shall have no liability for any loss or damage (including, for the avoidance of doubt, any indirect, special, punitive or consequential damages or losses) arising from the Customer’s failure to timely update its Certificate. To allow for proper execution of administrative procedures, and to prevent any lapse in service or emergency procedures, the Customer must request a Certificate change at least 30 days prior to actual Certificate expiration.



- 2.4. Security Procedure and Certificate/Token Procedures for API Channel.** The Security Procedure for verifying payment Instructions given in the Customer's name via the API channel is authentication of a Signature Certificate and transaction review as provided in Section 2.5.
- 2.4.1. **Secure Session.** The Customer and the Bank will establish a secure session between the Customer and the Bank by validation of either (i) a Transport Certificate or (ii) a Bank-generated token ("**API Token**").
- 2.4.2. **Certificate Procedures and Requirements.** The Customer and the Bank will use the procedures set forth in Sections 2.3.1 and 2.3.2 for the use of Certificates for the API channel.
- 2.4.3. **API Token Procedures and Requirements.** The Customer shall comply with the Bank's procedures and requirements for API Tokens, as amended from time to time, including but not limited to the generation and safekeeping of any credentials used for the validation of the API Token, notified to the Customer. The Bank shall have the right to revoke an API Token at any time, including in reliance on a request or communication related to an API Token that the Bank believes in good faith to have been sent by the Security Administrator, notwithstanding that such Security Administrator may be a third party acting on behalf of Customer. Any request to the Bank to update an API Token shall be made solely in the manner and form designated by the Bank.
- 2.5. Transaction Review.** In addition to the Security Procedures described above, the applicable Security Procedure for each channel also includes transaction review based on various risk characteristics. The transaction review shall be conducted in accordance with commercially reasonable protocols selected by the Bank. Additional authentication from the Customer, such as call-back verification, may be required to complete certain transactions identified by the Bank through transaction review.
- 2.6. Confidentiality/Security Breach.** The Customer will be responsible for safeguarding and ensuring that the Security Procedures, Security Devices, API Tokens and any credentials used for the validation of the API Token are known to and used (i) in the case of Access Online and Mobile, only by individuals designated as users by the Security Administrators ("**Authorized Users**"), or, (ii) in the case of the Host-to-Host/managed file transfer and API channels, only by the Security Administrators, as applicable. The Customer shall notify the Bank immediately in the event of any loss, theft or unauthorized use of a Security Procedure, a Security Device, API Token, any credentials used for the validation of the API Token or any other breach of security. The Bank may dishonor or disable any Security Device, API Token, any credentials used for the validation of the API Token or any aspect of the Security Procedures at any time without prior notice and will inform the Customer of the same. In addition, each Customer must implement its own physical and logical security, as well as management controls, that appropriately protect the hardware, software, and access controls used in the transaction process from unauthorized access and use.
- 2.7. Security Administrator Designation.** The Customer shall designate Security Administrators who shall have equal authority as specified in Section 2.8 below. The Bank is entitled to rely on any such designation of a Security Administrator. The Customer agrees to notify the Bank of any change in Security Administrators in the manner and form designated by the Bank. Any such change shall be effective at such time as the Bank has received such notice and has had a reasonable opportunity to act upon it.
- 2.8. Security Administrator Responsibilities.** Each Security Administrator shall be authorized by the Customer to and be responsible for (i) designating individuals as Authorized Users with respect to the Access Online and Mobile channels; (ii) identifying the functions of the Service that each Authorized User may access; (iii) requesting, creating, controlling, disseminating, and/or canceling user entitlements with respect to the Access Online and Mobile channels; (iv) managing the Customer's Certificates and corresponding Security Keys or API Tokens and any credentials used for the validation of the API Token with respect to the Host-to-Host/managed file transfer and API channels, as applicable; (v) receiving and distributing materials, notices, documents and correspondence relating to the Security Procedures, as applicable; and (vi) advising each Authorized User of his/her obligations hereunder or under any of the applicable Account Documentation. The Security Administrators shall provide to the Bank, upon the Bank's request, a list of Authorized Users for the Access Online and Mobile channels. In the absence of a valid designation of a Security Administrator at any time or in the event that, after reasonable efforts, the Bank is unable to contact a Security Administrator, the Bank may deliver Security Devices, API Tokens (and any attendant credentials) and materials and deliver/receive Security Keys to/from any person authorized to act on behalf of the Customer with respect to the Accounts.
- 2.9. Processing.** The Customer acknowledges that the application of the Security Procedures and any controls unilaterally implemented by the Bank may cause delays in processing Instructions or result in the Bank declining to execute an Instruction.

3. Open Network Access; Equipment

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL WARRANTIES AND REPRESENTATIONS, EXPRESS, STATUTORY OR IMPLIED, WITH REGARD TO THE SERVICE ARE HEREBY DISCLAIMED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND COURSE OF DEALING OR USAGE OF TRADE OR WARRANTIES OF NON-INFRINGEMENT OR WARRANTIES AS TO ANY RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICE. TO THE EXTENT THAT ANY IMPLIED WARRANTIES CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, ANY SUCH IMPLIED WARRANTIES ARE LIMITED IN DURATION TO 30 DAYS FROM THE INITIAL DELIVERY DATE OF THE RELEVANT SERVICE. THE BANK AND ITS THIRD PARTY DATA AND SERVICE PROVIDERS DO NOT WARRANT OR GUARANTEE THE SECURITY, SEQUENCE, TIMELINESS, ACCURACY, PERFORMANCE OR COMPLETENESS OF THE DATA OR THAT ANY PART OF THE SERVICE WILL BE ERROR-FREE, WITHOUT DELAY OR UNINTERRUPTED.

The Customer is responsible for, at its sole expense, obtaining, installing, maintaining and operating all browsers, software, hardware, telecommunications equipment or other equipment (collectively, "**System**") necessary for the Customer to access and use the Service in accordance with the Bank's recommended system configuration. The Bank makes no endorsement of any System or third party site, notwithstanding that the Bank may recommend certain Systems or provide a link to a third party site where the Customer may download software. The Customer shall at all times maintain current and effective anti-virus, anti-spyware or other security software and shall take all reasonable measures to maintain the security of its System. The Customer acknowledges that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet. The Customer further acknowledges that it has made an independent assessment of the adequacy of the Internet, the System and the Security Procedures in connection with the use of the Service. The Customer assumes all risks and liabilities associated with the operation, performance and security of its System and the use of the Internet or other



open networks, failure or use of Customer's or third party equipment, hardware, browsers, operating systems and/or other software or programs, and services or persons outside of the Bank's control, and the Bank disclaims all such risks. The Customer shall not use any equipment, hardware, software or program that harms the Bank. The Customer agrees to indemnify and hold the Bank, and its agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses arising, directly or indirectly, from the Customer's use of Customer's or third-party software or program. The Bank may in its discretion provide training or information on best practices to the Customer from time to time but in so doing it will not be considered a consultant or advisor with respect to cybersecurity.

4. Instructions; Data

- 4.1. The Customer shall be solely responsible for the genuineness and accuracy, both as to content and form, of all Instructions given to the Bank's in the Customer's name and verified through the applicable Security Procedure.
- 4.2. The Customer acknowledges that Data may not have been reviewed by the Bank, may be inaccurate, and may be periodically updated and adjusted. The Bank is not obligated to assure the accuracy of Data and will not be liable for any loss or damage arising out of the inaccuracy of Data. Further, the Bank shall have no liability for the receipt or viewing by any party of Data sent to the destinations designated by the Customer, including but not limited to email addresses, fax and telephone number(s).

5. Customer Warranties

The Customer represents, warrants and covenants to the Bank that: (i) prior to submitting any document or Instruction that designates Authorized Users, the Customer shall obtain from each individual referred to in such document or Instruction all necessary consents to enable the Bank to process the data set out therein for the purposes of providing the Service; (ii) the Customer has accurately designated in writing or electronically the geographic location of its Authorized Users and shall provide all updates to such information; (iii) the Customer shall not access the Service from any jurisdiction which the Bank informs the Customer or where the Customer has knowledge that the Service is not authorized; and (iv) the Security Procedures offered to the Customer conform to the Customer's wishes and needs and the Customer has not requested Security Procedures other than those expressly agreed by the Customer and the Bank. The Customer hereby represents, warrants and covenants to the Bank that these Service Terms constitute its legal and binding obligations enforceable in accordance with its terms.

6. Miscellaneous

- 6.1. The additional jurisdiction specific provisions set forth in the attached Exhibit are applicable to the Customer based on the domicile of the Customer. Where any local laws or regulations of any jurisdiction apply as a result of the Customer's Authorized Users accessing the Service from such jurisdiction or as a result of the location of such accounts in such jurisdiction, the jurisdictional specific provisions of that jurisdiction set forth in the attached Exhibit shall apply to the use of the Service by such Authorized Users.
- 6.2. These Service Terms shall be governed by and construed in accordance with the laws of the State of New York, USA (without reference to the conflict of laws rules thereof).
- 6.3. All disputes relating to or in connection with these Service Terms solely arising outside the United States shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be (i) Singapore where the dispute arises solely in Asia and (ii) London where the dispute arises elsewhere (other than the United States) and the arbitration shall be conducted in English, except that (a) disputes solely between a Customer domiciled in the People's Republic of China and JPMorgan Chase Bank (China) Company Limited shall be submitted to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration in accordance with its rules in effect at the time an application is made, with the place of arbitration being Beijing and the arbitration being conducted in English; and (b) disputes involving a Customer domiciled in Taiwan shall be irrevocably submitted to the exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the borough of Manhattan in New York City. With respect to any dispute, suit, action or proceedings arising in the United States relating to these Service Terms, the Customer irrevocably submits to the exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the borough of Manhattan in New York City.

7. Mobile

- 7.1. Accepting use of the Bank's SMS text notification service and/or Access Mobile channel constitutes the Customer's authorization for the Bank to send Data, message notifications and alerts through any communication service providers, including both Internet and telecommunications providers, which shall each be deemed to be acting as the Customer's agent. Such providers may not encrypt communications.
- 7.2. Authorized Users may be required to accept an application agreement or license in order to download Access Mobile. The Customer acknowledges that the Account Documentation shall in all cases govern the provision of these services.
- 7.3. The Customer acknowledges that the Bank shall not be liable for any delays in any Data, message notification or alert delivered via any mobile device.



EXHIBIT A - JURISDICTION SPECIFIC PROVISIONS

A. Australia & New Zealand

To the extent that any supply made by the Bank under these Service Terms is a taxable supply for the purposes of the Australian Goods and Services Tax, or that goods and services tax under the New Zealand Goods and Services Tax Act 1985 is payable in respect of any supply under this License Agreement, (“GST”), the fees payable in respect of that taxable supply (“**original amount**”) will be increased by the amount of GST payable in respect of that taxable supply. Customer must pay the increased amount at the same time and in the same manner as the original amount.

B. Indonesia

The Bank and the Customer agree that, for the effectiveness of any termination of these Service Terms or the Services provided hereunder, they hereby waive any provisions, procedures and operation of any applicable law to the extent a court order is required for the termination of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms.

Section 7.3 shall be replaced by “Except for losses directly resulting from errors or delay caused by the Bank’s gross negligence or willful misconduct, the Customer acknowledges that the Bank shall not be liable for any delays in any Data, message notification or alert delivered via any mobile device.”

C. Malaysia/Labuan

In relation to accounts held in Malaysia (excluding Labuan) and/or where the Service is provided in Malaysia (excluding Labuan) references in the Service Terms to “Bank,” shall mean J.P. Morgan Chase Bank Berhad. In relation to accounts held in Labuan and/or where the Service is provided in Labuan, references in the Service Terms to “Bank,” shall mean J.P. Morgan Chase Bank, N.A., Labuan Branch. The Service provided by J.P. Morgan Chase Bank Berhad shall be accessed through <http://www.jpmorganaccess.com.my> and the Customer undertakes not to access or utilize or attempt to access or utilize the Service through any other JPMorgan website.

D. Republic of China (Taiwan)

Section 7.3 shall be replaced by “Except for losses directly resulting from errors or delay caused by the Bank’s gross negligence or willful misconduct, the Customer acknowledges that the Bank shall not be liable for any delays in any Data, message notification or alert delivered via any mobile device.”

The Customer acknowledges that it will take steps to ensure it enters into the correct website before attempting to access the Service.

E. European Union.

The Customer acknowledges that it is not a “consumer” for the purpose of the European Union’s Electronic Commerce Directive (“**ECD**”) (i.e., that it is not an individual) and agrees that the Bank shall not be required to make any disclosures or do any other thing which a non-consumer may agree not to require under the UK rules and legislation implementing the ECD. For further information on the Bank, please see “Notice regarding EU e-commerce information” in the Terms & Conditions on <http://www.jpmorgan.com>.

- A. The Bank will collect information about the Customer and the Customer’s employees and agents (such as, without limitation, authorized signatory details) which may constitute personal data for the purposes of the data protection law. Such personal data may be collected by or on behalf of the Bank in a number of ways (the “**Collection Methods**”), including via documentation relating to the provision to or use by the Customer of electronic banking services or via the Customer’s use of such electronic banking services and via other correspondence or communications between the Customer and the Bank.
- B. Details of the Bank’s processing activities of personal data can be found in its EMEA Privacy Policy, which is available on the Bank’s website at www.jpmorgan.com/privacy/EMEA. The Bank’s EMEA Privacy Policy may be updated or revised from time to time without prior notice. The EMEA Privacy Policy may be used to assist the Customer with providing a fair processing notice to the Customer’s underlying data subjects.
- C. The Customer agrees that it has an appropriate legal basis to provide personal data to the Bank and that the Customer will provide any requisite notice to individuals and ensure that there is a proper legal basis for the Bank to process the personal data as described in and for the purposes detailed in the Bank’s EMEA Privacy Policy. Both the Customer and the Bank will comply with its respective obligations under applicable data protection and privacy laws.

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Eligibility for particular products and services is subject to final determination by J.P. Morgan and/or its affiliates.



J.P. MORGAN DIGITAL BILL PAYMENT SERVICE TERMS

V1.2_04_21_22

JPMorgan Chase Bank, N.A. and certain affiliates of JPMorgan Chase Bank, N.A. (collectively, the “Bank”) will provide the Customer with the Digital Bill Payment Service which provides a platform and connectivity enabling the Customer to (i) present bills and receive payments from Counterparties electronically, (ii) provide Counterparties with billing notifications, reminders and secure electronic billing, and (iii) other services as described in Schedules A and B to these Service Terms (the “Digital Bill Payment Service”). The Bank uses Paymentus Corporation and certain affiliates of Paymentus Corporation (collectively, “Paymentus”) as its primary application service provider to provide the Digital Bill Payment Service to the Customer. The provisions of the account documentation, including terms and conditions governing the operation of business accounts and services (the “Account Terms”) as well as other applicable service terms (collectively, “Account Documentation”) are incorporated into these Service Terms by reference. By acknowledging or signing the applicable Account Documentation or by using or continuing to use the Digital Bill Payment Service, the Customer agrees to these Service Terms. If and to the extent there is a conflict between these Service Terms and the Account Terms, the provisions of these Service Terms shall govern. Capitalized terms used and not otherwise defined herein shall have the meanings specified in Section 16 hereof, Section 9 of Schedule A or in the Account Terms.

- 1. Receivables/Pay-Ins.** The Customer may use the Digital Bill Payment Service to initiate a Transaction from a Counterparty to the Customer using the Paymentus System. The Counterparty may be notified by the Customer using the Digital Bill Payment Service that payment is requested for a bill or invoice by sending a Payment Request. The Counterparty may choose to accept or decline a Payment Request. Payment Requests that require Registration (e.g., recurring payments) will be processed once the Counterparty has completed Registration and authorized a payment to the Customer using a Payment Method. Customer understands and agrees that the Counterparty may choose not to Register or cancel an existing Registration at any time. Payment Requests that do not require Registration will be processed once the Counterparty has authorized a payment to the Customer using a Payment Method and input all the required information.
- 2. Counterparty Channels.** The Customer may utilize interfaces made available by the Digital Bill Payment Service (“Counterparty Channels”) to facilitate interactions with the Counterparty. Counterparty Channels include an online and mobile website, phone-based call center and physical point of sale. The Counterparty Channels may be used for Registration and / or processing and service of a Transaction. The Customer may be offered the ability to customize the appearance and / or function of the Counterparty Channels in order to adhere to Customer branding requirements, including the use of the Customer’s name, logo and/or associated brand marks.
- 3. Transaction Processing/Payment Methods.** The Customer may provide their Counterparty with the option of one or more Payment Methods to complete a Transaction. If the Counterparty authorizes a Transaction, the Bank will process the Transaction using the Payment Method selected by the Counterparty, as applicable. The Bank has no obligation to make any specific Payment Method available.
 - 3.1 Integration with Customer Billing System.** Paymentus will develop and maintain one real-time interface to interact with the Customer’s billing system.
 - 3.2 Authorizing Transactions.** Paymentus will confirm the dollar amount of all Payments, and when paid by the Counterparty, the corresponding fee to be charged. Paymentus will electronically obtain the Counterparty’s approval of the charges prior to initiating a payment authorizations transaction, and will provide the Customer with an electronic confirmation of all transactions and transaction reports.
 - 3.3 Authenticating Counterparties.** The Bank makes available to the Customer various methods for verifying the identity of Counterparties and the authenticity of their instructions, including verification of biller-assigned account numbers, account validation services and challenge questions. The Customer understands that certain Payment Methods will require account validation and/or Counterparty authentication.
 - 3.4 Customer Settlement Account.** The Customer authorizes the Bank to debit and credit a designated settlement account of the Customer held with the Bank in connection with the Digital Bill Payment Service.
 - 3.5 ACH Processing.**
 - 3.5.1 For Use of the Digital Bill Pay Service in the U.S.:** If the Counterparty chooses to make a Transaction through ACH, the Digital Bill Payment Service will, subject to these Service Terms and Schedule A, initiate ACH debit entries to the accounts of the Counterparty. The Bank will have no responsibility for any delays in receipt of funds or errors in Account or entries caused by the Customer, the Counterparty, or any other third party. In preparing and transmitting ACH debit entries, the Bank can rely on all information and data for any user provided to Paymentus through the Paymentus System and will not be responsible for the inaccuracy of such information and data.
 - 3.5.2 For Use of the Digital Bill Payment Service in Canada:** If the Counterparty chooses to make a Transaction through ACH, the Digital Bill Payment Service will, subject to these Service Terms and the Bank’s Global ACH Payments and Collection Service Terms (as same may be amended or substituted from time to time), initiate ACH debit entries to the accounts of the Counterparty. The Bank will have no responsibility for any delays in receipt of funds or errors in Account entries caused by the Customer, the Counterparty, or any other third party. In preparing and transmitting ACH debit entries, the Bank can rely on all information and data for any user provided to Paymentus through the Paymentus System, and will not be responsible for the inaccuracy of such information and data.
 - 3.6 Card Processing and Stored Value Digital Wallet Accounts.**
 - 3.6.1 For Use of the Digital Bill Payment Service in the U.S.:** If the Counterparty chooses to initiate a Transaction using a Card, such Transactions will be submitted to and processed by the Bank according to its formats and procedures and in accordance with and subject to Schedule A.



- 3.6.2 **For Use of the Digital Bill Payment Service in Canada:** The Customer will need to sign a separate payment processing agreement ("PPA") with the Merchant Processor in order to enable Transactions using a Card. If the Counterparty chooses to initiate a Transaction using a Card, such Transactions will be submitted to and processed by the Merchant Processor according to its formats and procedures and in accordance with, and subject to the terms of, such PPA. In processing and transmitting Transactions through Cards, the Bank's sole responsibility will be to transmit the Transaction information to the Merchant Processor
- 3.7 **Stored Value Digital Wallet (SVDW) Processing.** If the Counterparty chooses to initiate a Transaction using a SVDW Account, such Transaction will be submitted to and processed by the SVDW Provider in accordance with its terms and conditions. The Customer may be required to establish an account with the SVDW Provider as a condition of enabling Customer to permit its Counterparties to initiate Transactions from their own SVDW Accounts. The SVDW Provider will be responsible for transferring value from the Counterparty's SVDW Account to the Customer's SVDW Account and for any reversals, recalls or returns in connection therewith, and the Bank will have no responsibility therefor. Once the Transaction is authorized, the SVDW Provider will send an acknowledgment to the Bank and the Customer indicating processing of the Transaction. In processing and transmitting Transactions through the SVDW Provider, the Bank's sole responsibility will be to transmit the Transaction information to the SVDW Provider. The Bank will have no responsibility or liability for any acts, omissions, delays or errors by the SVDW Provider. The availability of a SVDW Provider as a means for a Counterparty to complete a Transaction shall not be deemed an endorsement or recommendation of such SVDW Provider. No SVDW Provider shall be an agent or service provider of the Bank.
- 3.8 **Cash Payments at Retail Locations.** If agreed upon by the Customer and the Bank, the Customer may provide Counterparties with the ability to make Payments by cash at certain stores/retail locations ("Retailers"). The processing of such Payments will be performed at the Retailer's location based upon an agreement between Paymentus and such Retailer and the Bank will have no liability if the Retailer fails to complete or erroneously completes a Payment or fails to provide transaction details to Paymentus. Transaction information provided by the Retailer to Paymentus will subsequently be reported by the Bank to the Customer; the Bank will have no responsibility for any errors in such information or reconciliation of such information.
4. **Counterparty Convenience Fees; Surcharging.** Convenience Fees, Surcharges or other similar service fees (collectively, "Service Fees") may be charged to the Counterparty in relation to the Digital Bill Payment Service if mutually agreed upon by the Customer and the Bank. The Digital Bill Payment Service may initiate a separate transaction for the collection of the Service Fee and will submit the transaction to the Bank or through the applicable network as applicable. Service Fees will either be retained by the Bank, Paymentus or the Customer, as mutually agreed upon by the Parties. The party retaining the Service Fee shall be responsible for obtaining any necessary consents and issuing any required disclosures to Counterparties and for paying any applicable fees and taxes related to the Service Fees. Certain state laws may prohibit and/or impose restrictions on the assessment of Service Fees added to credit card transactions. It is Customer's responsibility to comply with all such applicable laws in connection with its decision to use the Digital Bill Payment Service to add such fees to the total amount Customer is collecting from its Counterparties.
5. **Fees for Digital Bill Payment Service.** A fee schedule for the Digital Bill Payment Service will be provided to the Customer.
6. **Chargebacks / Return / Reversals.** The Customer shall be responsible if any Transaction for which the Customer or any Counterparty has been given provisional credit is the subject of a chargeback, return or reversal, or if final settlement is not received by the Bank for any reason. In such event, the Bank will charge back the amount to the Customer's account or claim a refund from the Customer. The Bank will credit the amount of any returned Transaction to the Customer's designated account upon receipt by the Bank of settlement and after any applicable resubmissions are completed.
7. **Cancellation or Modification.** Once a Payment Request has been issued to a Counterparty, such Payment Request may not thereafter be cancelled or modified by the Customer; provided, however, in the event the Customer requests to cancel or modify any Payment Request prior to the time the Counterparty has accepted or declined such Payment Request, the Bank will endeavor to act upon a cancellation or modification request.
8. **Security Procedures for Customer Transaction Instructions and other Information.** Instructions transmitted by the Customer to the Bank shall be verified in accordance with applicable security procedures set forth, and as defined in, the Channels Terms if Instructions are delivered by the Customer to the Bank or security procedures agreed upon with Paymentus if Instructions are delivered by the Customer directly to Paymentus. The Customer is responsible for implementing any procedures and requirements set forth in the applicable documentation provided to it by the Bank or Paymentus, as well as any subsequent modification made to such procedures and requirements that are designed to strengthen the applicable security procedures.
9. **Obligations of the Customer.** In connection with the Digital Bill Payment Service, the Customer shall have the following obligations:
- (a) The Customer shall provide the Bank with all information and materials reasonably necessary for Bank to implement the Digital Bill Payment Service for use by the Customer, including providing the file format specification that the Customer currently uses to post its payments to the billing system.
 - (b) The Customer shall provide Paymentus with the information required to integrate with the Customer's billing system, and shall cooperate with Paymentus when it changes its settlement and invoicing processes.
 - (c) Except as hereafter provided, the Customer (as the originator of each Transaction) authorizes the Bank to obtain an Authorization on the Customer's behalf from each Counterparty when the Counterparty uses a Counterparty Channel to initiate a Payment, as applicable. When



the Counterparty does not use a Counterparty Channel, but instead directly provides the bank account or Card details to the Customer, the Customer shall obtain the Authorization from each Counterparty and shall provide each Counterparty with all required disclosures pursuant to Applicable Laws and as additionally agreed to by the parties.

- (d) The Customer shall maintain the Customer's own channels required to utilize the Digital Bill Payment Service, including, but not limited to, website and mobile application, as well as any related links, URLs, APIs and Session Transfer capabilities between the Customer's channels and the Digital Bill Payment Service, as applicable.
- (e) The Customer shall procure and maintain, at its sole expense, all hardware, software and telecommunications equipment necessary to access and use the Digital Bill Payment Service, including any updates or upgrades required by the Bank for the Digital Bill Payment Service.
- (f) The Customer shall use commercially reasonable efforts to ensure that the Customer and its vendors, if applicable, cooperate fully with the Bank to achieve interoperability of the Paymentus System and the Digital Bill Payment Service with the Customer's or vendor's hardware and software. The Bank will have the right to, at its discretion, reject any data that it reasonably believes will interfere with the ability of the Paymentus System or Digital Bill Payment Service to process data in accordance with these Service Terms.
- (g) The Customer acknowledges that the Bank's customer is the Customer and no Counterparty shall be considered a customer of the Bank for any purpose, unless that Counterparty is already a customer of the Bank in the ordinary course.
- (h) The Customer shall maintain the confidentiality of any passwords, codes, digital certificates, security devices and related instructions for use of the Digital Bill Payment Service, which may be revised from time to time upon notice to the Customer, and if the Customer believes or suspects that any such information or instructions have been accessed by unauthorized persons, the Customer shall promptly notify the Bank and advise the Bank as to the effect of the security breach and the corrective actions to be taken to restore or verify security.
- (i) **For Use of the Digital Bill Payment Service in Canada:** Customer directed stylistic changes to a Counterparty Channel including, but not limited to, text / font, background and foreground colors must adhere to Web Content Accessibility Guidelines (WCAG) 2.0 AA.

10. Representation, Warranties and Covenants. The Customer represents, warrants and covenants to the Bank that:

- (a) The Customer shall comply with all Applicable Laws;
- (b) Each Counterparty has agreed and authorized that their mailing address, email address, telephone number, Payment Method account details and any other information agreed upon by the Bank and the Customer, as applicable, may be shared with the Bank and the Bank's agents and vendors in connection with the Digital Bill Payment Service.
- (c) Neither the Payment Request nor any resulting Transaction is being issued or made in respect of or in connection with past due payments or debts owed by the Counterparty to the Customer, nor does any Payment Request or Transaction relate to accounts in default or delinquency under the terms of any agreement between the Customer and the Counterparty or under Applicable Law.
- (d) The Customer agrees to indemnify and hold the Bank, its agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) arising directly or indirectly from the Customer's breach of any representation, warranty or covenant under these Service Terms.

11. Intellectual Property Ownership.

The Customer may only use Paymentus' logo and other service marks ("Paymentus Marks") to promote the Digital Bill Payment Service and Paymentus' role. The Customer does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the Paymentus System) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the Paymentus System, and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus. Customer will not transfer, license, publish, rent, assign, time-share, lease, convey, copy, translate, convert to another programming language, decompile, disassemble, reverse engineer, modify or change the Paymentus System or any component thereof for any purpose under any circumstances, except as permitted herein. Customer will not disclose or distribute to any other person or party, or allow any other person or party to access, inspect or copy the Paymentus System, including any component of the platform and related data. Unless otherwise expressly agreed to in writing, Customer shall not remove or modify any disclaimer, copyright or trademark notice contained in any component of the Paymentus System or Digital Bill Payment Service or in anything copied or downloaded therefrom. Customer shall not use the Paymentus System in a manner which would infringe the proprietary rights of Paymentus, the Bank or others or violate the laws, tariffs or regulations of any country. Customer agrees not to disclose to any other party and to keep confidential all of the Paymentus System and all information contained in or related to the Paymentus System and related documentation.

All Bank trademarks, trade names, service marks, logos and titles owned by or licensed to the Bank, including without limitation those used by Bank in connection with the Digital Bill Payment Service (collectively, "Bank Marks"), shall remain the sole and exclusive property of the Bank or the respective licensor. These Service Terms give Customer no rights or license to the Bank Marks.

12. Reliance on Information. Without limitation of the foregoing, the Bank is authorized to rely on the content, accuracy and completeness of all information and data received from the Customer or any Counterparty. The Bank will not be liable for any loss or damage arising out of the inaccuracy thereof, including any errors in the Counterparty Information and any resulting erroneous Transactions. The Customer shall be solely responsible for the security and integrity of all information and data supplied or transmitted to the Bank including during transmission to the Bank.



- 13. DISCLAIMER.** THE DIGITAL BILL PAYMENT SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL WARRANTIES AND REPRESENTATIONS, EXPRESS, STATUTORY OR IMPLIED, WITH REGARD TO THE TECHNOLOGY OR DIGITAL BILL PAYMENT SERVICE ARE HEREBY DISCLAIMED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND COURSE OF DEALING OR USAGE OF TRADE OR WARRANTIES OF NON-INFRINGEMENT OR WARRANTIES AS TO ANY RESULTS TO BE OBTAINED FROM THE USE OF THE DIGITAL BILL PAYMENT SERVICE.
- 14. Withdrawal of Access/Suspension of Service.** The Customer shall immediately notify the Bank if it revokes enrollment of any Counterparty, or suspends any Counterparty or any Counterparty's access to the Digital Bill Payment Service. The Bank may, at any time, in its sole discretion, cancel or suspend a Counterparty's use of or access to the Counterparty Channels, as may be required by applicable law, rule or regulation or by the Bank's policies and procedures. The Bank may, in its discretion, instruct the Customer to terminate access to any Authorized User or individual and the Customer agrees to promptly comply with such instructions.
- 15. Customer Agreement with Counterparty.** The Customer acknowledges and agrees that the Bank shall not be deemed to have any knowledge (imputed or otherwise) of any of the terms or conditions of any agreement between the Customer and any Counterparty nor for the performance thereof. Notwithstanding the foregoing, in the event the Bank becomes aware that the content of any communication or agreement between the Customer and any Counterparty relating to the Digital Bill Payment Service is incorrect or contains information that the Bank in its reasonable discretion finds objectionable, the Bank shall have the right to require the Customer to modify or amend such communication or agreement to the Bank's reasonable satisfaction. At all times, the Customer shall comply, and shall ensure that the Counterparty complies, with all Applicable Laws.
- 16. Definitions.**
- "**ACH**" means The U.S. Automated Clearing House System for use of the Digital Bill Payment Service in the U.S. and means the Automated Clearing Settlement Systems of Payments Canada for use of the Digital Bill Payment Service in Canada.
- "**API**" means Application Programming Interface.
- "**Applicable Laws**" mean: (a) any law, rule, regulation, requirement, judgment, decree, order or directive, including, without limitation, any global, federal, country, state, provincial or local laws, rules and regulations and including those issued by governmental or regulatory authorities having jurisdiction over the relevant party, that are applicable to a party, or its business, or which the party is otherwise subject to, including without limitation, anti-money laundering laws, privacy laws and sanctions laws; (b) any applicable Payment Brand rules, standards and guidelines, including without limitation security standards relating to privacy, and data security, and (c) clearinghouse and payment network rules.
- "**Authorized User**" means any person who has been designated by a written notice from the Customer to act on behalf of the Customer under these Service Terms or the Account Documentation.
- "**Authorization**" means an authorization from the Counterparty to the Customer that may be obtained (i) by the Bank on behalf of the Customer through the Counterparty Channels, or (ii) by the Customer, in either case before originating a debit or credit entry to the Counterparty's deposit account.
- "**Card**" means a physical card or virtual representation of a card used to access an account or account number through which Payment Brand payment services are delivered, authorized and established between a Counterparty and a Payment Brand. Cards include, but are not limited to, credit or debit cards.
- "**Channels Terms**" means the J.P. Morgan Treasury Services Electronic Channels Service Terms.
- "**Convenience Fee**" is a charge to a Counterparty for the convenience of using the payment channel offered by Customer through the Digital Bill Payment Service.
- "**Counterparty**" means either a consumer or business customer of the Customer or other person or entity with whom Customer has a relationship, who after completion of registration makes a Payment through the Paymentus System
- "**Counterparty Channels**" has the meaning given to it in Section 2.
- "**Customer**" means the customer acting individually or in another capacity and using this Paymentus Service.
- "**Merchant Processor**" means the Bank affiliate that is the provider of services necessary to authorize, process and/or settle Counterparty's Card and ACH transactions (if applicable).
- "**Payment**" is any payment made by Counterparties to the Customer for services, bills, or other amounts owed to the Customer.
- "**Payment Brand**" is any payment method provider whose payment method is accepted by Bank for processing, including, but not limited to Visa Inc., MasterCard Incorporated, Discover Financial Services, American Express Company and other credit and debit card providers, and debit network providers.
- "**Payment Method**" means one or more methods made available by the Bank, from time to time, through which Transactions are made or received



by the Customer such as bank account, Card, Stored Value Digital Wallet Account and cash.

“Payment Request” means a request delivered by email to a Counterparty’s email address or by text message to a Counterparty’s telephone number, in each case as supplied by the Customer to the Bank, that the Counterparty pay specified amounts to the Customer.

“Paymentus System” is the platform through which Payments can be made through the Counterparty Channels.

“Register” or “Registration” means the process through which Counterparties provide their bank account or Card details, as applicable, using the Counterparty Channel in order to make or receive a Transaction.

“Stored Value Digital Wallet Account” means a wallet account maintained on a software-based system that (i) stores information about the account holder’s credentials used to fund such account and (ii) is used to make and receive payments, such as purchases from sellers, money remittances or other types of payments. A Stored Value Digital Wallet Account is not an Account.

“Stored Value Digital Waller Provider” means an entity that provides and maintains Stored Value Digital Wallet Accounts.

“Surcharge” is a fee added to a payment amount by the Customer for credit card only transactions. This fee is not applicable to debit cards. The fee can be a fixed or variable amount and can be applied to card present or card not present transactions. The fee must be added to the principal amount of the transaction and collected in one transaction.

“Transaction” means the payment of amounts specified by the Customer to be paid by the Counterparty to the Customer using a Payment Method



**ADDITIONAL TERMS APPLICABLE TO THE USE OF THE DIGITAL BILL PAYMENT SERVICE
IN CANADA**

Notwithstanding any other provision herein or in any Account Documentation, the Customer acknowledges that any information provided to the Bank regarding any Counterparty, is not intended to establish a business relationship between the Bank and the Counterparty for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* and its Regulations. The Customer represents and warrants that, by providing a Counterparty's information to the Bank, it is not released from its independent obligation to comply with all Applicable Laws and the Bank's policies notified to the Customer.

The Customer agrees to enter into appropriate agreements with SVDW Providers to enable Customer to receive a Transaction from a Counterparty's SVDW Account, as applicable.

The Customer represents, warrants and covenants to the Bank that: (i) each Counterparty has provided express consent for the Bank and its agents and vendors to send email and text messages, including those sent via automatic or automated dialing technology, for informational and servicing purposes to such Counterparty at the telephone number and email address that such Counterparty has provided to the Customer; and (ii) the Customer has verified that the Counterparty's phone number has not been disconnected or reassigned before the Bank sends the text message



SCHEDULE A U.S. CARD AND ECP PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES

When Customer uses the Digital Bill Payment Service to receive payments for Transactions initiated by Card or by ECP, those Transactions are processed by the Bank through systems and networks owned by the Networks, each of which maintains its own set of Network Rules governing Transactions processed over such Network.

1. Compliance with Network Rules, Applicable Law and User Guide; Network Liabilities.

Customer agrees to comply with the Network Rules (including the Security Standards) of each Network, as they pertain to the Transactions the Customer submits to the Bank for processing. The Customer shall not, through act or omission, cause the Bank to violate any Network Rules. The Customer shall perform its obligations under this Schedule in compliance with all applicable federal, state and local laws and regulations and shall not submit any Transaction that Customer knows to be illegal. Bank reserves the right to temporarily suspend funding or refuse to process any Transaction if Bank reasonably suspects that it was prepared in violation of any provision of this Schedule applicable law, or the Network Rules. Customer agrees to pay any and all fines, fees, penalties, liabilities, charges and other amounts which may be imposed or assessed by the Networks on Customer or Bank as a result of Customer's actions, omissions, Transactions, Chargebacks or Returns, including without limitation, Customer's failure to comply with the Network Rules, this Agreement or any Security Standards (the "**Network Liabilities**").

2. Transactions: Chargebacks and Returns.

Customer represents and warrants that Customer will only use the services described herein and submit Transactions for processing which represent the sale or lease of goods or the provision of services by Customer to a Counterparty and not on behalf of any third-party seller. Customer shall have full liability for all Chargebacks (with respect to Card Transactions) and all Returns (with respect to ECP Transactions), as may be assessed in accordance with the applicable Network Rules, provided, however, that in the event that any Chargeback or Return is ultimately reversed by the applicable Network in Customer's favor, Bank shall refund Customer for the amount thereof.

3. Settlement and Funding.

- (a) Bank will submit Customer's Transactions to the applicable Network for processing, and thereafter will provisionally fund the Settlement Account (as defined below).
- (b) Customer must designate at least one bank account for the deposit and settlement of funds and the debit of any fees and costs associated with Bank's processing of the Transactions (all such designated bank accounts shall be collectively referred to herein as the "**Settlement Account**"). Customer authorizes Bank to initiate electronic credit entries, debit entries, and adjustments to the Settlement Account for amounts due to or from Customer in connection with this Schedule and the Service Terms. Bank will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by the Networks or Customer's bank.
- (c) Unless otherwise agreed, the dollar amount payable to Customer for Customer's Transactions will be equal to the amount submitted by Customer in connection with Customer's sale Transactions, minus the sum of amounts due from Customer, including Refunds, Chargebacks, Returns, Network Liabilities, and all applicable charges and adjustments; provided, however, that in the event Bank fails to withhold any such amounts from Customer's Transaction proceeds, Bank may debit Customer's Settlement Account for such amounts.
- (d) If Bank fails to withhold any Refunds, Returns, Chargebacks, Network Liabilities or other charges or amounts due from the proceeds payable to the Settlement Account (including where such proceeds are insufficient to cover such obligations), or if the Settlement Account does not have a sufficient balance to pay amounts due from Customer under these terms, Bank may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit the Settlement Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid; (iv) delay presentation of refunds until a payment is made to Bank of a sufficient amount to cover the negative balance; and, (v) pursue any remedies Bank may have at law or in equity.

4. Specific Requirements, Representations and Warranties Relating to ACH Transactions.

- (a) The National Automated Clearing House Association ("**NACHA**") Operating Rules ("**NACHA Rules**") are the applicable Network Rules governing Customer's ACH Transactions. Customer is responsible for complying with the NACHA Rules as set forth in Section 1 of this Schedule. As the originating depository financial institution, Bank will originate and process Customer's ACH Transactions (the "**ODFI**", as that term is further defined in the NACHA Rules), and Bank retains the right to reject or delay any ACH Transaction, to execute an ACH Transaction through any clearing house or channel it deems appropriate, to terminate or suspend Customer's right to originate ACH Transactions, or to audit Customer's compliance with the NACHA Rules.
- (b) Any credit made to a Counterparty's account as a result of an ACH Transaction originated by Customer (e.g., an issuance of a refund) is provisional until the Counterparty's receiving depository financial institution (the "**RDFI**", as further defined in the NACHA Rules) receives final settlement for such entry through a Federal Reserve Bank. If final settlement is not received by the RDFI, the RDFI will receive a refund from the Counterparty, and the Counterparty will not be deemed to have been paid by Customer.
- (c) Customer represents and warrants that: (i) each ACH Transaction Customer originate will comply with all applicable laws and NACHA Rules; (ii) Customer will not originate any ACH Transaction as a Third Party Sender (as that term is defined in the NACHA Rules) and will



not allow any third party to originate an ACH Transaction through Customer's account under this Agreement; (iii) all ACH Transactions resulting in a debit to the Counterparty will be authorized by the Counterparty in writing and signed or similarly authenticated in a manner that complies with the NACHA Rules; (iv) Customer will obtain and retain proper authorization, in accordance with all applicable laws and the NACHA Rules, for each initiation of an ACH debit or credit to a Counterparty's account, and will make copies thereof available to us upon request; and, (v) Customer hereby makes to us, and certifies compliance with, all warranties that Bank makes, or is deemed to make, under the NACHA Rules, in connection with any ACH Transaction Customer originates.

5. Safeguarding Account Information; Security Standards.

- (a) **Customer** represents to Bank that Customer does not have access to any Account Information (such as the Counterparty's primary account number, expiration date, security code or personal identification number) and Customer will not request access to such Card information from Bank. In the event that Customer does happen to receive Account Information in connection with the processing services provided by Bank, Customer agrees that Customer will not use it for any fraudulent purpose or in violation of any Network Rules or applicable law and Customer will comply with all applicable Network Rules and Security Standards. Customer also acknowledges the heightened risk associated with access to Transactions and Account Information, and, to the extent Customer does have access to Transactions and Account Information, Customer must establish policies and procedures to protect such information in conformity with the Network Rules, Security Standards, and applicable law, including the storage and disclosure of such information. Customer shall exercise reasonable care to prevent use or disclosure of Transactions or Account Information, other than as necessary to complete a Transaction or as otherwise specifically permitted by the Network Rules or required by applicable law. If at any time Customer determines or suspects that Transactions or Account Information have been compromised, Customer must notify Bank immediately and assist in providing notification to such parties as may be required by law or Network Rules, or as we otherwise reasonably deem necessary. Customer further agrees to provide Bank, upon request, with information related to Customer's compliance with the Network Rules and Security Standards as may from time to time be required by the Networks or reasonably requested by Bank.
- (b) **Customer** acknowledges that failure to comply with the Network Rules, including the Security Standards, or the occurrence of a Data Compromise Event, may result in assessments, fines and/or penalties by the Networks. In the event Bank incurs any damage, loss, liability or expense as a result of any such failure or occurrence, including, without limitation, any Network Liability, Customer shall reimburse Bank immediately for all such amounts. Furthermore, if any Network requires a forensic examination of Customer or any of Customer's agents, business partners, contractors, or subcontractors due to a Data Compromise Event, Customer agrees to cooperate with such forensic examination until it is completed, including, without limitation, the engagement of an examiner acceptable to the relevant Network. Notwithstanding the foregoing, the Networks may directly, or demand that Bank engage an examiner on Customer's behalf in order to expedite the investigation of the Data Compromise Event. Customer agrees to pay for all costs and expenses related to any required forensic examination.

6. Taxes, Merchant Taxpayer Certification and Bank's Reporting Obligations.

Upon request from time to time, Customer shall provide Bank with the appropriate taxpayer certification documentation, via Internal Revenue Service (IRS) Form W-9 (or the appropriate versions of Form W-8, if applicable). Customer shall promptly notify Bank if there are any changes in this information. Bank may deduct withholding taxes, if any, from proceeds payable to Customer or any entity that is a party to this Schedule where required under applicable law. Bank may, in accordance with applicable law and from time to time during the term of this Service Terms, request Customer to recertify its taxpayer certification hereunder. Furthermore, Customer shall be responsible for any penalties related to Bank's reporting obligations hereunder to the extent such penalties accrue based on the actions or inactions of Customer despite reasonable notice from Bank.

Customer agrees to pay and are responsible for all sales, use, excise, goods and services, value-added and like taxes, which are imposed on the provision of sale or lease of any equipment, supplies, intellectual property or services under this Schedule. If Customer is required by law to deduct or withhold and pay withholding or other taxes ("Taxes") on Bank's behalf with respect to any amounts payable during the term of this Schedule, Customer will pay such additional amounts (the "Additional Amounts") as may be necessary so that the net amount received by Bank (including Additional Amounts) after such withholding or deduction will not be less than the amount that Bank would have received if such Taxes had not been withheld or deducted. Customer will also make such withholding or deduction, and remit the full amount deducted or withheld to the relevant authority in accordance with applicable law. Bank may deduct withholding taxes, if any, from proceeds payable to Customer or any entity that is a party to this Schedule where required under applicable law.

7. Amendments and Updates.

Bank reserves the right to update or amend this Schedule from time to time, including as may be required to ensure compliance with the Network Rules, applicable law, or the policies, procedures or requirements of the ODFI. In such event, Bank will provide Customer with the changes, or with an updated copy of this Schedule, and Customer's continued use of Bank's processing services after Customer's receipt of such changes shall constitute Customer's agreement to comply with the Schedule as so amended.

8. Confidentiality of SOC-1; Letter of Compliance.

The following information shall be deemed Bank's confidential information: (i) any SOC1 (Disclosure of Service Organization Control Report No. 1), SSAE-16 or SSAE-18 (Statement on Standards for Attestation Engagements No. 16 or No. 18) report provided by Bank; (ii) any attestation of compliance or similar letter or report provided by Bank with respect to Bank's compliance with the Security Standards. Customer will not disclose, transmit or otherwise disseminate in any manner whatsoever any such confidential information provided by Bank to any third party.

9. Definitions.

- (a) "**Account Information**" is information related to a Counterparty or the Counterparty's Card or any bank account, depository account, or other



account maintained by the Counterparty, and that is obtained by Customer or Bank from the Counterparty's Card or any check provided by the Counterparty, or that is otherwise obtained by Customer from the Counterparty in connection with a Transaction (for example, an account number, a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number, a bank account number, a card expiration date, the Counterparty's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Card or any check printed thereon, or magnetically, electronically or otherwise stored thereon.

- (b) "**ACH**" means Automated Clearing House.
- (c) "**ACH Transaction**" means Customer's Transactions using ECP that utilize the ACH network, including, without limitation, those with Standard Entry Class codes ARC, TEL and WEB.
- (d) "**Card**" means a physical or virtual credit, debit card, pre-paid card, or stored value card, or any evidence thereof (e.g. account number, access number, token, code, payment credential, or other form factor or access device), or any device, mobile application, digital wallet or other technology, medium or method (regardless of form) used to access an account or account number associated therewith and through which Network payment services are delivered, authorized and established between a Counterparty and a Network, or representatives or members of a Card Network that Customer accepts from Counterparties as payment for goods or services.
- (e) "**Chargeback**" is a rejection, reversal or return of a Transaction previously presented to Bank, as permitted and governed by the applicable Network Rules. The term Chargeback shall include any Return of an ECP Transaction.
- (f) "**Convenience Fee**" is a charge to a Counterparty for the convenience of using the payment channel offered by Customer through the Digital Bill Payment Service.
- (g) "**Counterparty**" is the person or entity to whom a Card is issued or who is otherwise authorized to use a Card and who initiates a payment with Customer relating to a Transaction.
- (h) "**Data Compromise Event**" means an occurrence that results, or could result, directly or indirectly, in the unauthorized access to or disclosure of Transactions and/or Account Information.
- (i) "**ECP**" means electronic check processing as a means of receiving or making payment in connection with a Transaction or Refund. ECP includes various products of a type supported by Bank, including, without limitation, ACH, ARC, CCD, EFT, POP, PPD, TEL, WEB and Facsimile Draft.
- (j) "**Network**" is any payment method provider whose payment method is accepted by Customer from Counterparties and which is accepted by Bank for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers. Network also includes: (i) NACHA with respect to ACH Transactions, and (ii) any other network or clearing house over which any ECP Transactions may be processed.
- (k) "**Network Rules**" are the standards, bylaws, rules, and operating regulations, as they exist from time to time, of the various Networks, and includes the Security Standards.
- (l) "**Refund**" means any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services, and any adjustment of a Transaction.
- (m) "**Return**" means any rejection, reversal or return of an ECP Transaction or ACH debit entry Customer previously presented to Bank, as permitted and governed by the applicable Network Rules.
- (n) "**Security Standards**" are all rules, regulations, standards or guidelines adopted or required by the Networks or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Account Information, including but not limited to the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program, Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program, MasterCard's POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.
- (o) "**Surcharge**" is a fee added to a payment amount by a merchant for credit card only transactions. This fee is not applicable to Debit Cards. The fee can be a fixed or variable amount. A surcharge can be applied to card present or card not present transactions. The fee must be added to the principal amount of the transaction and collected in one transaction.
- (p) "**Transaction**" is a transaction conducted between a Counterparty and Customer utilizing a Card or ECP for payment in connection with the sale of goods or the lease or provision of services by Customer (either directly or through us). Transaction may also be used to refer to the written or electronic record of such a transaction, including, without limitation, an authorization code, settlement record, ECP file, or a credit or debit entry pursuant to and consistent with NACHA Rules which is submitted to us to initiate or evidence a Transaction.
- (q) "**Transaction Receipt**" means an electronic or paper record of a Transaction generated upon completion of a sale or Refund, a copy of which is presented to the Counterparty.

SCHEDULE B SERVICES



Delivered to

City of Camarillo

Powered by Paymentus Instant Payment Network (IPN™)

(Checkbox indicates service/feature is included)



Online Quick Pay

Allow customers to view and pay bills without having to register an account. Hosted, IFrame and API options.



Agent Dashboard/Staff Portal

Single point of access to view real-time transactions and analytics, manage notifications, take payments and more.



Customer Portal

Full service portal for registered users to make payments, link account(s) for multi-pay and manage wallets, preferences and recurring payments. Hosted, IFrame, API and SSO options.



Payment Processing Services

Level-1 PCI and NACHA compliant. Secure real-time data with streamlined funding, next day deposits, and simplified reconciliation for all payment types and channels. Option to aggregate bank and third party payments.



IVR/Automated Phone Payments

Multilingual Interactive Voice Response allows customers to hear their balance and make payments quickly and easily.



eBills & Paper Suppression

Opt in/out of paper bill. Bill notifications and bill image support Includes an option for secure PDF sent via email.



Pay-by-Text

Automated interactions via text to make payments in a secure environment.



Secure Service® Payments

Patented technology for CSRs to capture payments in a PCI compliant session.



Outbound Customer Notifications

Deliver reminders and other critical notifications by email, text and phone.



Advanced payment offerings

PayPal, PayPal Credit, Venmo, Apple Pay, Google Pay and Amazon Pay (utilities only) payment options.



ChatBot Payments & Information

Artificial intelligence and machine learning improves the speed and quality of FAQ and payment interactions.



Voice Assistants (utilities only)

Alexa and other voice assistants provide a user friendly way to make payments and answer simple queries.



In-Person Payments

Options for kiosks and over-the-counter/ POS payments with EMV devices.



Payments at Retail Locations

Customers can pay their bill at a growing list of stores (Walmart, etc).



PRICING DESCRIPTION & MODEL: Absorbed Model plus technology – all departments	
Setup Fees	\$0.00
Integration Costs	\$0.00
Annual Subscription Fees	\$0.00
Annual Support Fees	\$0.00
Gateway Fees/NACHA/PCI Compliance Fees	\$0.00
Transaction Fees for Debit/Credit Cards/Digital Wallets	CMS fees apply boarded under Digital Bill Payment
Transaction Fees for eChecks/ACH	\$0.45
Technology fee per applicable transaction	\$0.45

- Average payment amount Variable. Maximum payment amount per payment under review per department during implementation
- Assumes use of CMS pricing but would be boarded under Digital Bill Payment under same rate structure
- Chargebacks and returned checks will be billed at \$9.95 each
- POS/P2PE, EMV and Kiosk Pricing available upon request.
- All Biller Funded fees will be charged through J.P. Morgan Chase Account Analysis via the Service Code 8831 - Paymentus Bill Presentment
- Includes Account Validation Services on ACH
- Minimum payment fee \$1.00 per transaction on all non ACH payment types
- A flat rate of \$1.95 per payment for absorb utility can also be applied as desired to replace IC plus pricing so the City may enjoy fixed pricing

PRICING DESCRIPTION & MODEL: Convenience Fee Model – all departments listed below	
Setup Fees	\$0.00
Integration Costs	\$0.00
Annual Subscription Fees	\$0.00
Annual Support Fees	\$0.00
Gateway Fees/NACHA/PCI Compliance Fees	\$0.00
Utility Payment Transaction Fees for Debit/Credit Cards/Digital Wallets	\$2.95
Non-Utility Payment Transaction Fees for Debit/Credit Cards/Digital Wallets	2.65%
Transaction Fees for eChecks/ACH	\$1.00
Technology fee per applicable transaction	Included

- Average payment amount Variable. Maximum payment amount for all payment types \$500.00. Multiple payments can be made
- Chargebacks and returned checks will be billed at \$9.95 each
- POS/P2PE, EMV and Kiosk Pricing available upon request.
- All Biller Funded fees will be charged through J.P. Morgan Chase Account Analysis via the Service Code 8831 - Paymentus Bill Presentment
- Includes Account Validation Services on ACH



EXHIBIT E
MERCHANT TERMS
[Attachment]



EXHIBIT E

U.S. SELECT GOVERNMENT MERCHANT PROCESSING AGREEMENT

THIS U.S. SELECT GOVERNMENT MERCHANT PROCESSING AGREEMENT (the “**Agreement**”) is entered into by and between **JPMorgan Chase Bank, N.A.**, a national banking association (“**Chase**”), **Paymentech, LLC**, a Delaware limited liability company also known as Chase Merchant Services, (“**CMS**”), and the City of Camarillo (“**Merchant**”).

WHEREAS, Chase is a member of several Card Networks and CMS is authorized, through Chase, to process the Merchant’s Transactions; and

WHEREAS, Merchant wishes to accept Cards from its Customers as a method of payment for goods or services offered by Merchant;

ACCORDINGLY, in consideration of the mutual promises made and the mutual benefits to be derived from this Agreement, CMS, Chase and Merchant agree to the following terms and conditions intending to be legally bound:

1. General Services.

1.1 Services; Technical Discovery Process.

CMS agrees to provide authorization, conveyance, settlement and related services with respect to Merchant’s Transactions, together with those additional ancillary services identified or described in any schedule, addendum or amendment hereto (the “**Services**”). Except as otherwise agreed in writing between the parties, this Agreement shall apply only to Merchant’s Transactions originating in the U.S. The parties acknowledge that the pricing set forth in this Agreement, and CMS’ ability to provide the Services set forth herein is dependent upon satisfactory completion of a technical discovery process related to Merchant’s specific technical implementation requirements. In the event that such process reveals any significant costs, expenses, development requirements or technical obstacles not currently known to CMS and which materially impact CMS’ ability to implement and provide the Services for Merchant (or the cost to CMS of doing so), the parties agree to discuss such issues in good faith in an attempt to resolve such issues; provided, however, that in the event that such matters cannot be resolved in a manner satisfactory to the parties, either party shall be entitled to terminate the Agreement with no further obligation hereunder.

1.2 Compliance with Applicable Laws and Card Network Rules.

CMS and Merchant agree to perform their respective obligations under this Agreement in compliance with all applicable Card Network Rules and in compliance with all applicable federal, state and local laws and regulations. Merchant shall not, through act or omission, cause CMS or Chase to violate any Card Network Rules. Merchant shall not submit any Transaction that it knows to be illegal. Merchant acknowledges receipt of the ChaseNet Rules and agrees to abide by the ChaseNet Rules with respect to all Chase Transactions. CMS reserves the right to temporarily suspend funding or refuse to process any Transaction if CMS reasonably suspects that it was prepared in violation of any provision of this Agreement, applicable law, or the Card Network Rules. Merchant agrees to pay any and all fines, fees, penalties, liabilities, charges and other amounts which may be imposed or assessed by the Card Networks on Merchant, Chase or CMS as a result of Merchant’s actions, omissions, Transactions or Chargebacks, including without limitation, Merchant’s failure to comply with the Card Network Rules, ChaseNet Rules, this Agreement or Security Standards (the “**Card Network Liabilities**”). CMS shall provide Merchant with prompt written notification of any Card Network Liabilities of which it receives notification from the Card Networks. In the event that Merchant desires to contest or appeal any such Card Network Liabilities, and such contest or appeal is permitted under the applicable Card Network Rules, CMS shall reasonably assist and cooperate with Merchant, and reasonably advocate on Merchant’s behalf, in connection with such contest or appeal, provided, however, that Merchant shall be responsible for the payment of any appeal fees or other direct costs associated therewith.

2. Authorization and Settlement.

2.1 Submission of Data.

Merchant shall submit all of its Transactions to CMS electronically in accordance with CMS’ standard protocols, specifications, formats and procedures for the creation and transmission of data to CMS. CMS shall not be liable or responsible for (i) the authenticity, or accuracy, of transaction data received from Merchant, or (ii) the corruption, loss, alteration, theft, or destruction of Transactions or Transaction data, during transmission of such data to CMS (by Merchant or its Service Provider), and CMS shall be entitled to rely on data received from or on behalf of Merchant in the discharge of its obligations hereunder.

2.2 Authorizations.

Merchant shall obtain an authorization code through CMS for each Transaction and CMS reserves the right to refuse to process any Transaction presented by Merchant unless it includes a proper authorization. Merchant acknowledges that authorization of a Transaction does not constitute a representation from CMS, a Card Network, or a card-issuing bank that a particular Transaction is in fact valid or undisputed.

2.3 Merchant’s Settlement Account.

Merchant shall designate and maintain one or more accounts to be used exclusively for business purposes and that are capable of receiving ACH or wire transfers and that permits CMS to debit and credit such account for amounts due under this Agreement (collectively referred to as “Settlement Account”). Merchant authorizes CMS or its authorized agent(s) to initiate electronic credit and debit entries (via ACH, wire transfer, or other means) to the Settlement Account, or to any other bank account designated by Merchant in writing, at any time and from time to time, for amounts due under this Agreement, without regard to the source of any monies therein, and this authority will remain in full force and effect until all amounts which are or may reasonably become due from Merchant under this Agreement have been paid in full. During the term of this Agreement, and for one hundred eighty (180) days thereafter or such longer period of time as CMS may notify Merchant as reasonably required for the payments of amounts due under this Agreement, Merchant shall not close or revoke its consent to debit its Settlement Account without giving CMS at least ten (10) business days’ prior written notice and designating another Settlement Account. Merchant shall be liable for all fees, costs, and overdrafts associated with the Settlement Account. With respect to certain Card Networks, CMS does not offer settlement of funds, and instead conveys Transactions to the Card Network on Merchant’s behalf for settlement directly by the Card Network to Merchant. With respect to such conveyance services, (i) CMS is not responsible for the funding and settlement of Transactions, which shall be governed by any applicable agreement as may be in place (or required by the Card Network to be in place) directly between Merchant and the Card Network, and (ii) CMS may share certain information about Merchant with such Card Network (e.g. Merchant’s name, taxpayer ID, and Settlement Account information) in accordance with their rules or as needed to allow Merchant’s acceptance of such Card Network’s Cards.

2.4 Transfer of Settlement Funds.

CMS shall submit Merchant’s Transactions to the applicable Card Network (or, with respect to Transactions involving Eligible Chase Cards, to Chase for processing as Chase Transactions to the extent Schedule A sets forth pricing specific to Chase Transactions). Promptly after CMS receives funds for Merchant’s Transactions from the applicable Card Network, CMS will fund the Settlement Account. Transactions received after the established cutoff time will be combined with the next business day’s transactions. CMS will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including, without limitation, delays or errors by the Card Networks or Merchant’s bank. The funds payable to Merchant in this Section shall be equal to the total Transaction amounts minus the sum of the following: (a) all fees, charges, and other amounts described on Schedule A or that Merchant has otherwise agreed to pay; (b) all Chargebacks and Refunds; (c) any required Reserve Account amounts; (d) any Card Network Liabilities and (e) any and all amounts due and payable by Merchant to CMS or any Affiliate of CMS, whether or not Merchant or such Affiliate is in default in its obligations to CMS or such Affiliate. Merchant agrees that all fees and other amounts are due and payable at the time the Services are performed or such fees or amounts are incurred. In the event CMS does not deduct any such amounts from Merchant’s proceeds when such amounts first become due and payable, CMS may collect such amounts in any manner set forth for the collection of amounts due, as set forth in this Agreement. Furthermore, Merchant agrees to reimburse CMS, Chase, the Card Network, and their respective affiliates, officers, directors, employees, agents, and sponsoring banks from any losses, liabilities, and damages of any and every kind (including, without limitation, CMS’ costs, expenses, and reasonable attorneys’ fees) arising out of any claim, complaint, or Chargeback (a) made or claimed by a Customer with respect to any Transaction or Transaction data submitted by Merchant; (b) caused by Merchant’s noncompliance with this Agreement or the Card Network Rules (including without limitation any breach of a representation or warranty made by Merchant or Merchant’s failure to comply with the Security Standards); (c) resulting from any voluntary or involuntary bankruptcy or insolvency proceeding by or against Merchant; or (d) related to Merchant’s placement or the placement of any person owning or

INTERNAL PAYMENTECH USE

Merchant Name:

controlling Merchant's business in one or more databases of terminated or high risk merchants maintained by the Card Networks. The obligations provided for in this Section shall survive termination of this Agreement and do not apply to any claim or complaint to the extent they are caused by CMS' own negligence or willful misconduct.

2.5 Collection of Amounts Due.

In addition to any other rights and remedies CMS may have under this Agreement, CMS may pursue one or more of the following options with respect to amounts due under this Agreement:

- (a) withhold all or some of Merchant's settlement funds (or any other funds that would otherwise be payable by CMS to Merchant) and apply them against the amounts due;
- (b) debit the Settlement Account for the amounts due;
- (c) request and receive prompt payment for such amounts; and
- (d) apply funds held in any existing Reserve Account against the amounts due.

2.6 Reserve Account.

If:

- (a) Merchant begins accepting payment in advance of the shipment of goods or fulfillment of services, or materially increases the amount of time between Merchant's acceptance of payment and the anticipated shipment or delivery of goods or fulfillment of services;
- (b) Merchant receives a number of Chargebacks in excess of one percent (1%) of its total number of Transactions over a period of sixty (60) or more consecutive days, or CMS is notified by any Card Network of Merchant's inclusion in any chargeback monitoring or similar risk-based program, or of any Card Network Liabilities to be assessed as a result of Merchant's Chargebacks;
- (c) CMS has received notification from any Card Network(s) or has otherwise become aware of any material violation of the Card Network Rule(s), causing CMS to believe that it is reasonably likely to be subject to Card Network Liabilities;
- (d) CMS reasonably suspects fraud or other illegal activity;
- (e) either party provides notification of non-renewal or termination of this Agreement, or this Agreement is terminated for any reason; or
- (f) required by CMS, and communicated to Merchant in writing prior to the execution of this Agreement, as a condition of CMS' entering into this Agreement;

then CMS may designate an amount of funds that shall be funded by Merchant and maintained by CMS to protect CMS against the reasonably anticipated risk associated with Merchant's account (such funds being hereinafter referred to as the "Reserve Account"). Any required Reserve Account shall be due upon request, and may be collected by CMS in any manner provided in this Agreement for the collection of amounts due. The amount of such Reserve Account shall not exceed the sum of (i) one month's average fees including without limitation, processing fees, interchange assessments and third-party fees collected by CMS; plus (ii) one month's average monthly Chargebacks multiplied by six; plus (iii) one month's average monthly Refunds multiplied by two; plus (iv) the aggregate value of Transactions, if any, submitted by Merchant to CMS with respect to goods and/or services not yet delivered to Customers; plus (v) the amount of any Card Network Liabilities reasonably anticipated by CMS. For purposes of this calculation, each monthly average shall be calculated over the immediately preceding consecutive twelve (12) month period (or, if CMS has not yet been processing for Merchant for twelve (12) consecutive months, such shorter period of time as CMS may have been processing for Merchant or the parties may otherwise agree). CMS may (but is not required to) apply funds in the Reserve Account toward, and set off any funds that would otherwise be payable by CMS to Merchant against, the satisfaction of any amounts due from Merchant pursuant to this Agreement. Funds in the Reserve Account will be held and controlled by CMS, will not bear interest, and may be commingled with other funds, (but will be accounted for separately). Merchant shall have no interest in the Reserve Account other than a contingent right to receive funds, as set forth below. Reserve Accounts (and CMS' right to require a Reserve Account after termination of this Agreement as set forth above) shall survive termination of the Agreement. Upon satisfaction of all of Merchant's reasonably anticipated obligations under this Agreement and the expiration of the applicable timeframes for Chargebacks (as set by the various Card Networks), CMS will return to Merchant any unused funds remaining in the Reserve Account. In addition, upon Merchant's request from time to time, but in no event more than once per month, CMS will review the risk associated with Merchant's account and as needed adjust the amount currently held in the Reserve Account and

return to Merchant any funds in the Reserve Account which CMS no longer believes to be reasonably necessary to cover the remaining risk.

3. Reporting.

CMS will provide online access to reporting reflecting the activity of Merchant's account(s) and allowing Merchant to generate detailed statements of such activity. Merchant agrees that it has responsibility to monitor its account activity and that it waives all claims against CMS for any errors that are not reported to CMS within ninety (90) days from the posting of the activity in Merchant's online account report.

4. Future Deliverables; Refunds; Chargeback Liability.

4.1 Future Deliverables.

Unless CMS has agreed in writing in advance, Merchant shall not submit Transactions to CMS (including in connection with any installment sales or deferred payment plans) until (i) the goods are delivered or shipped or (ii) the services are performed. The foregoing restriction applies to installment sales, deferred payment plans and recurring transactions.

4.2 Refunds.

To the extent required by the Card Network Rules, Merchant shall maintain a written policy with regards to Refunds and shall disclose or make available such policy to its Customers. Upon request, Merchant shall make such policy available to CMS. Merchant shall not accept any payment from a Customer as consideration for issuing a Refund. Except to the extent permitted by the Card Network Rules or expressly required by applicable law, Merchant shall not give cash (or cash equivalent) refunds to a Customer in connection with a prior Transaction. Unless otherwise required by the ChaseNet Rules or Card Network Rules, any Refunds shall be prepared and submitted to CMS within three (3) days of Merchant's approval of Customer's request for such Refund. Merchant shall have liability for all Refunds submitted by Merchant, its employees, agents or representatives, or by third parties using Merchant's identification number without Merchant's authorization, except where such third party obtained Merchant's identification number as a result of the negligence of CMS.

4.3 Chargeback Liability.

Merchant shall have full liability for all Chargebacks assessed to CMS in accordance with the applicable Card Network Rules; provided, however, that in the event that any Chargeback is ultimately reversed in favor of Merchant, CMS shall refund Merchant for the amount thereof. Merchant shall use reasonable efforts to provide CMS with all necessary data relating to the investigation and management of any reasonably suspected fraud or fraudulent Transactions that is reasonably requested by CMS (such data to be used by CMS and Chase for fraud protection and prevention purposes only).

5. Fees; Adjustments.

5.1 Schedule A.

Merchant shall pay all fees and amounts (e.g. interchange and assessments) set forth in this Agreement (including, without limitation, those set forth on Schedule A hereto). Unless otherwise indicated on Schedule A, Merchant shall be solely responsible for all communication expenses required to transmit Transactions to CMS. For each file or batch submitted by Merchant, CMS will group the Transaction data by Transaction characteristics, including, without limitation, type of Transaction, method of payment, and interchange qualification category. For each such group, CMS will calculate the applicable fees to two decimal places. The fees for each will be rounded to the nearest full cent using conventional mathematical rounding logic for currency.

5.2 Price Adjustments.

- (a) General. Fees set forth in this Agreement are based upon Merchant's annual volume, average Transaction size, as set forth in Schedule A, or in any amendment to this Agreement, and other information provided by Merchant. To the extent any of the foregoing proves to be materially inaccurate, CMS may modify Merchant's pricing set forth in this Agreement upon thirty (30) days' prior written notice; provided, however, that in such event, Merchant shall be entitled to terminate this Agreement by providing CMS with notice of termination no later than one hundred eighty (180) days after Merchant's receipt of notification of such increase. In addition, Merchant's fees may be adjusted to reflect (i) increases by Card Networks in interchange, assessments, (ii) other Card Network fees, additional fees imposed by the

Card Networks, or (iii) increases in third party fees identified in this Agreement, Schedule A or as otherwise agreed by the parties in writing. Merchant shall pay all such fees, as so adjusted. Each such adjustment shall become effective upon the date the corresponding increase or additional fee is implemented by the Card Network or third party provider.

- (b) Chase Transaction Pricing. CMS shall be entitled at any time, upon thirty (30) days' written notice, to modify the pricing applicable to Merchant's Chase Transactions; provided, however, that in such event, Merchant shall be entitled to discontinue having its Eligible Chase Cards processed as Chase Transactions by providing CMS with notice thereof, in which case all transactions involving Eligible Chase Cards shall be processed by CMS as normal Visa Transactions, subject to the pricing set forth in Schedule A for Visa Transactions, and subject to normal Visa interchange rates and network fee pass-through. For the purpose of reviewing, evaluating and (if applicable) modifying Merchant's Chase Transaction pricing, Merchant authorizes CMS to use Merchant's non-Chase Transaction processing data and pricing, including, without limitation, the qualification levels and interchange rates applicable to its non-Chase Transactions.

5.3 Custom Interchange Rates.

Merchant agrees that CMS will not be responsible for honoring or implementing any custom interchange rate(s) which Merchant may have negotiated, or may in the future negotiate, directly with the Card Networks (a "Custom Rate") unless Merchant notifies CMS of such rate in writing and CMS agrees in writing to implement such Custom Rate. Merchant agrees that implementation of any Custom Rate may require time and development work, and, as a condition of doing so, CMS may require Merchant to pay a development fee (to be mutually agreed between the parties). In addition, Merchant agrees to notify CMS in writing of any published tier interchange rates and/or any industry-specific interchange programs (such as those for the utility and debt repayment industries) in which Merchant believes it is eligible to participate, and CMS shall not be responsible for implementing any such rates or programs unless it has been so notified by Merchant.

6. Term; Termination.

6.1 Term.

The Term of this Agreement shall be as set forth in the Banking Services Agreement between Chase and Merchant (collectively the "BSA").

6.2 Events of Default.

In the event that either party fails in any material respect to comply with any provision, term, warranty, condition, covenant, or agreement contained in this Agreement, including, without limitation, the Card Network Rules and Security Standards, or any representation in this Agreement is or was false or incorrect in any material respect when made (any such event, an "Event of Default"), and such party fails to cure such Event of Default within thirty (30) days of its receipt of written notification from the non-defaulting party specifying such Event of Default, then the non-defaulting party shall be entitled to terminate this Agreement upon written notice of termination; provided, however, that no cure period shall be allowed, and CMS shall be entitled to terminate this Agreement immediately, in the event that Merchant fails in any material respect to perform any of its obligations with respect to the funding or establishing of a Reserve Account, as detailed in Section 2.6 above.

6.3 Other Termination Events.

In addition, CMS shall be entitled to terminate this Agreement immediately upon written notice to Merchant in the event of any of the following:

- (a) Merchant is placed in any Chargeback monitoring or similar risk-based program designated by any Card Network for merchants with high levels of Chargebacks or presenting high levels of risk, and are not removed from such program by the applicable Card Network within ninety (90) days;
- (b) CMS reasonably determines Merchant, based on its financial statements, payment record with creditors, and other relevant factors, to be financially insecure and unlikely to be able to meet its obligations under this Agreement;
- (c) any Card Network: (i) notifies CMS or Chase that it is no longer willing to accept Merchant's Transactions; (ii) requires CMS or Chase to terminate or limit this Agreement or Merchant's ability to accept Cards; or (iii) imposes unduly burdensome, costly or impractical conditions or requirements relating to Merchant or Merchant's transactions;
- (d) a party or any individual entity or organization holding any material ownership interest in such party or any officer or director of such party, is determined at any time to be an individual, entity, or organization (i) with whom the other parties are prohibited from dealing by any United States law, regulation or executive order, including names appearing

on the U.S. Department of Treasury's Office of Foreign Asset Control's Specially Designated Nationals and Blocked Persons List, or (ii) that is listed in one or more databases of terminated or high risk merchants maintained by the Card Networks;

- (e) Merchant (i) ceases to exist (other than as a result of a permitted assignment or sale by such party) or to conduct its normal and customary business operations, or (ii) is convicted of or pleads no contest to a felony charge;
- (f) CMS reasonably believes that Merchant (i) is involved in a material violation of applicable law or other domestic or foreign law or regulation; (ii) has or is engaged in bribery, fraud, money laundering or corruption; or (iii) has otherwise become the subject of public disrepute, contempt, or scandal that CMS reasonably determines may cause a material adverse impact on the reputation and goodwill of CMS, Chase, or any Card Network, regardless of whether such controversy relates to this Agreement;
- (g) Merchant is in material breach or default of any term, condition, covenant, representation, or warranty contained in any credit facility, loan document or other agreement between Merchant and Chase or any Affiliate of Chase (and such breach is not cured in any applicable cure period provided in such document);
- (h) Merchant does not transmit Transactions to CMS for a period of more than one hundred eighty (180) consecutive days; or
- (i) Merchant issues Bearer Shares or Merchant is a Bearer Share Company.

6.4 Budget Appropriations.

Upon thirty (30) days written notice, Merchant, if it is a government entity, may terminate this Agreement in the event that funds are not appropriated/allocated by Merchant for the expenses associated with credit card processing for any fiscal year. However, Merchant will continue to be responsible for any liabilities, commitments or obligations arising from payment transactions processed pursuant to this Agreement prior to the effective date of termination.

6.5 Account Activity After Termination.

After termination of this Agreement, Merchant shall continue to be liable for Chargebacks, Refunds, fees, Card Network Liabilities, credits, and adjustments resulting from or relating to Transactions processed pursuant to this Agreement. If Merchant submits Transactions to CMS after the date of termination, CMS may, but is not required to process such Transactions in accordance with and subject to all of the terms of this Agreement.

7. Indemnification.

CMS agrees to indemnify and hold harmless Merchant and its Affiliates, officers, directors, employees, and agents from any losses, liabilities, and damages of any and every kind (including, without limitation, Merchant's costs, expenses, and reasonable attorneys' fees) arising out of any third party claim or complaint relating to: (a) CMS' noncompliance with Card Network Rules, the Security Standards; (b) a Data Compromise Event of CMS or its service providers; (c) any voluntary or involuntary bankruptcy or insolvency proceeding by or against CMS; or, (d) CMS' violation of applicable federal, state or local laws and regulations. This indemnification does not apply to any claim or complaint to the extent caused by Merchant's own negligence, recklessness or willful misconduct. The indemnification provided under this Section shall survive termination and is subject to the limitation of liability set forth in Section 11 of this Agreement.

8. Confidential Information; Use of Data; Card Industry Compliance.

8.1 Confidentiality.

- (a) Each party has made and will continue to make available to the other party information that is not generally known to the public and at the time of disclosure is identified as, or would reasonably be understood by the receiving party to be, proprietary or confidential ("**Confidential Information**"). Confidential Information may be disclosed in oral, written, visual, electronic or other form. Information meeting the definition of Confidential Information that is disclosed by a party during the term of this Agreement and that is not otherwise subject to a separate nondisclosure agreement between the parties will be considered Confidential Information, even if the information is unrelated to this Agreement or the Services to be provided hereunder. Each party's Confidential Information includes its: (i) business plans, strategies, forecasts, projects and analyses; (ii) financial information and fee structures (including CMS' pricing and pricing proposals); (iii) business processes, methods and models; (iv) employee, customer, dealer, business partner and supplier information; (v) hardware and system designs, architectures, structure and protocols; (vi) product and service specifications; and (vii) the terms of this Agreement. The following information shall be deemed the Confidential Information of CMS: (x) any SOC1 (Disclosure of Service Organization Control Report No. 1), SSAE-16 or SSAE-

- 18 (Statement on Standards for Attestation Engagements No. 16 or No. 18) report provided by CMS; (xi) any attestation of compliance or similar letter or report provided by CMS with respect to its compliance with the Security Standards; (xii) any data and information (including data analytics and attribution data) about Chase Customers provided to Merchant by CMS or any of its Affiliates; (xiii) Card Information associated with a Chase Card or Chase Customer; and (xiv) the fact that any Customer(s) is/are a Chase Customer. For Transactions that are processed under this Agreement, information (other than Card Information associated with a Chase Card) that is customarily part of the payment transaction (e.g., transaction date and amount) may be utilized by each of the parties subject to the Security Standards, Card Network Rules and ChaseNet Rules, as applicable, and shall not be deemed the Confidential Information of any party.
- (b) Except as otherwise permitted under this Agreement or with the prior written consent of the disclosing party, the receiving party will not disclose, transmit or otherwise disseminate in any manner whatsoever any Confidential Information of the disclosing party to any third party. The receiving party will use the same care and discretion to avoid disclosure, publication or dissemination of any Confidential Information received from the disclosing party as the receiving party uses with its own similar information that it does not wish to disclose, publish or disseminate (but in no event less than a reasonable degree of care). CMS and Chase may disclose Merchant's Confidential Information: (i) to the Card Networks in connection with the processing of Transactions and the provision of ancillary services (including services made available directly through the Card Networks such as Address Verification and Account Updater, if used by Merchant) and activity for which such disclosure is otherwise required (e.g., Retrieval Requests, Chargeback adjudication, fraud detection and prevention); (ii) to its or its subcontractors' employees, consultants or agents for the purpose of performing its obligations under this Agreement and only to those who are obligated to maintain the confidentiality of Merchant's Confidential Information upon terms similar to those contained in this Agreement; and (iii) as may be necessary by reason of legal, accounting or regulatory requirements.
- (c) The obligations set forth in this Section do not apply to any Confidential Information that the receiving party can demonstrate: (i) the receiving party possessed prior to disclosure by the disclosing party, without an obligation of confidentiality; (ii) is or becomes publicly available without breach of this Agreement by the receiving party; (iii) is or was independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or (iv) is or was received by the receiving party from a third party that does not have an obligation of confidentiality to the disclosing party or its Affiliates. Either party may disclose the terms of this Agreement to potential parties to acquisition, divestiture or similar transactions to facilitate due diligence and closing of the transaction, provided that potential party is subject to written non-disclosure obligations and limitations on use only for the prospective or closed transaction, each party to that transaction using commercially reasonable efforts to limit the extent of the disclosure.
- (d) If the receiving party is legally required to disclose any Confidential Information of the disclosing party in connection with any legal or regulatory proceeding, the receiving party will, if lawfully permitted to do so, endeavor to notify the disclosing party within a reasonable time prior to disclosure and to allow the disclosing party a reasonable opportunity to seek appropriate protective measures or other remedies prior to disclosure and/or waive compliance with the terms of this Agreement. If these protective measures or other remedies are not obtained, or the disclosing party waives compliance with the terms of this Agreement, the receiving party may disclose only that portion of that Confidential Information that it is, according to the opinion of counsel, legally required to disclose and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to that Confidential Information. However, nothing contained in this Agreement will restrict CMS' or Chase's ability to disclose Merchant's Confidential Information to regulatory or governmental bodies asserting jurisdiction over CMS or its Affiliates.

8.2 Use of Data.

- (a) General. Certain Merchant Confidential Information, including without limitation, financial information, information related to Merchant's Transactions, and other information that Merchant provides to CMS may be shared by CMS or Chase with its Affiliates and the Card Networks. Except as otherwise agreed by the parties in writing, CMS shall not otherwise use or disclose such information other than, (i) as necessary to process Merchant's Transactions or otherwise provide services and maintain Merchant's account pursuant to this Agreement; (ii) for CMS' and Chase's internal and operational purposes; (iii) to monitor, detect, prevent, reduce, or otherwise address fraud, risk, security, or technical issues; (iv) to enhance or improve CMS' and Chase's products and services generally; or (v) as required or permitted by the Card Networks or applicable law. CMS and Chase may use and/or share with third parties information derived from Transactions provided that it is either aggregated or de-identified (meaning that reasonable steps have been taken to ensure that the information does not identify Merchant and does not identify any individual person).
- (b) Referral Partner. If applicable, CMS may also share and exchange such information with any Referral Partner (as defined below), as reasonably necessary to administer any referral or similar program between Referral Partner and

CMS. This may include the sharing or exchanging of Merchant information for the purposes of calculating any referral fees payable in connection with, and otherwise implementing and maintaining such program, and, in some cases, servicing and managing Merchant's account. The information that may be shared or otherwise exchanged may include Merchant's name, identification/account number, transaction volume, card summary, status with CMS (e.g. the existence and terms of this Agreement, whether Merchant's application was accepted or declined, and whether this Agreement has terminated or expired), Merchant's status with Referral Partner (e.g. membership or participation in any Referral Partner organization or program), and such other information that is reasonably necessary for the purposes described above. Merchant understands and agrees that CMS shall not be responsible for Referral Partner's subsequent use or disclosure of such information.

8.3 Payment Card Industry Compliance.

- (a) Each party agrees to comply with all applicable Security Standards.
- (b) Merchant further agrees to provide CMS, upon its request, with such tests, scans, and assessments of Merchant's compliance with Security Standards as may from time to time be required by the Card Network Rules in order for CMS to confirm or validate Merchant's compliance with the Security Standards.
- (c) Merchant understands that its or its Service Providers failure to comply with the Card Network Rules, including the Security Standards, may result in Card Network Liabilities for which Merchant shall be responsible.
- (d) Merchant shall immediately notify CMS of its use of any Service Provider(s), and Merchant is responsible for ensuring that any and all Service Providers and third-party payment software or applications used by Merchant to transmit, store or process Card Information, are compliant with all applicable Security Standards and appropriately registered with, or otherwise recognized as being compliant with the Security Standards, by all applicable Card Networks.
- (e) If a forensic examination of Merchant or any of Merchant's Service Providers is required pursuant to the Card Network Rules, Merchant agrees to engage an approved PCI Forensic Investigator ("PFI") (a list of which is available from the PCI Council), and cause such forensic examination to be completed within the timeframe required by the Card Network Rules, and cooperate with the PFI in connection therewith. Notwithstanding the foregoing, the Card Networks may directly engage, or demand that CMS engage, an examiner on behalf of the Merchant in order to expedite the investigation of a Data Compromise Event, and/or may require CMS to investigate such Data Compromise Event. Merchant agrees to pay for all costs and expenses related to any required forensic examination and all liabilities associated with any Data Compromise Event. Furthermore, if Merchant is undergoing a forensic investigation at the time this Agreement is executed, Merchant shall fully cooperate with the investigation and agrees to continue so cooperating until the investigation is completed.

8.4 Access to Information.

Merchant shall be responsible for ensuring that only employees and representatives with a need to know shall have access to Card Information. Merchant may, from time to time, designate certain employees or representatives for which CMS shall provide access (via login credentials or otherwise) to Merchant reporting, which may include access to Card Information. Merchant shall be responsible for any unauthorized access to such information or any unauthorized transactions submitted, utilizing the login credentials of Merchant's employees and representatives. In the event that any employee or other representative previously designated by Merchant to CMS for purposes of allowing such access, Merchant agrees to notify CMS promptly in the event such representative ceases to be employed by or associated with Merchant, or otherwise no longer has a reasonable business need to retain such access.

9. Information About Merchant and Merchant's Business.

9.1 Additional Financial Information.

Upon five (5) business days' written notice, Merchant agrees to furnish to CMS (i) complete audited financial statements of Merchant (or such lesser format financial statements of Merchant as CMS may agree to accept) from the most recently completed fiscal year if such request occurs more than one hundred twenty (120) days after the end of such fiscal year, and otherwise from the fiscal year immediately prior thereto, and (ii) its most recently prepared interim financial statements.

9.2 Other Information.

Merchant agrees to provide CMS at least thirty (30) days' prior written notice of: (i) any significant changes to the nature of its business, product lines or services; (ii) Merchant beginning to accept payment in advance of the shipment of goods or

fulfillment of services, or materially increasing the amount of time between acceptance of payment and the anticipated delivery or shipment of goods or fulfillment of services; (iii) any sale of all or substantially all of the assets of Merchant; or (iv) any person or entity becoming the beneficial owner, directly or indirectly, of securities representing more than fifty percent (50%) of the combined voting power of Merchant's securities, or otherwise acquiring voting control of Merchant. If CMS determines such a change is material to its relationship with Merchant, CMS may refuse to process Transactions made subsequent to the change or terminate this Agreement. Merchant agrees to provide CMS with prompt written notice if Merchant is the subject of any voluntary or involuntary bankruptcy or insolvency petition or proceeding. Merchant agrees to provide CMS with any additional information CMS may request pertaining to Merchant's business or Transactions in connection with any CMS inquiries or investigation concerning suspected fraud or fraudulent Transactions.

10. ChaseNet Availability.

CMS reserves the right, at any time upon thirty (30) days' prior written notice, to discontinue the processing of Merchant's eligible Transactions as Chase Transactions, in which case Transactions involving Eligible Chase Cards (i.e. Transactions which would otherwise have been processed as Chase Transactions) shall thereafter be processed as normal Visa Transactions subject to Visa pricing as set forth on Schedule A and normal Visa interchange rates and network fee pass-through.

11. Limitations of Liability; Disclaimer of Warranties.

Under no circumstances will CMS' and Chase's combined financial liabilities arising out of or related to this Agreement exceed the total fees paid to CMS under this Agreement (net of Card Network and other third party fees including, without limitation, interchange, assessments, and Card Network Liabilities) for the six months prior to the time the liability arose; provided, however, that such limitation shall not apply with respect to CMS' indemnity obligations with respect to a Data Compromise Event pursuant to Section 7.1(b). EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, IN NO EVENT WILL ANY PARTY, ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AFFILIATES, BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CARD NETWORK LIABILITIES SHALL BE DEEMED TO BE DIRECT DAMAGES. ALL PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR COMMERCIAL SERVICES. THE UNIFORM COMMERCIAL CODE DOES NOT APPLY AND CMS AND CHASE HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, MADE TO MERCHANT OR ANY OTHER PERSON, REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE (REGARDLESS OF ANY COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE) OF ANY SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY GOODS PROVIDED INCIDENTAL TO SUCH SERVICES.

12. Miscellaneous.

12.1 Taxes.

The fees described in this Agreement are exclusive of all taxes. Unless Merchant is otherwise exempt, and, if applicable, provides a valid exemption certificate, Merchant agrees to pay all applicable taxes and similar charges however designated (other than taxes assessed on CMS' net income) including sales, use, property, lease, excise, goods and services, value added, gross receipts and like taxes ("Taxes") which are imposed by any governmental authority related to the Services, equipment, supplies, software, intellectual property and other goods provided under this Agreement. Merchant also agrees to pay any Taxes imposed on interchange, assessments or other third party fees collected by CMS pursuant to this Agreement. Merchant authorizes CMS to increase the amount collected from Merchant to reflect any and all such Taxes and any assessments or increases in the Taxes imposed on such sale or lease of the Services, equipment, supplies, software, intellectual property and other goods provided under this Agreement. CMS may deduct withholding taxes, if any, from proceeds payable to Merchant where required under applicable law and will provide to Merchant documentation required to be provided to Merchant under applicable law.

12.2 Section Headings.

The section headings of this Agreement are for convenience only and do not define, limit, or describe the scope or intent of this Agreement.

12.3 Assignment; Other Events.

- (a) CMS may not transfer or assign this Agreement, in whole or in part, without the prior written consent of Merchant, not to be unreasonably withheld, except that such prior written consent shall not be required in connection with: (i) the transfer of all or substantially all of the merchant acquiring business of CMS (whether by merger, stock sale, asset sale or otherwise); (ii) an internal reorganization resulting in an assignment or transfer to an Affiliate of CMS; or (iii) as permitted under the Card Network Rules, the substitution of another Card Network member for Chase, as the member bank under whose sponsorship the Services are provided.
- (b) Merchant may not transfer or assign this Agreement without the prior written consent of CMS, not to be unreasonably withheld subject to CMS’ standard credit and risk underwriting policies and procedures (which shall in no event be deemed unreasonable).

12.4 Parties; Independent Contractor.

This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, administrators, representatives, and permitted successors and assigns. Merchant agrees that it is responsible for its employees’ and Service Provider’s actions. In providing services to Merchant, CMS will not be acting in the capacity of agent, partner, or joint venturer; CMS is acting solely as an independent contractor.

12.5 Representations.

- (a) Merchant represents and warrants that all written information that it has or will submit to CMS, including without limitation statements made on its Application and any subsequent addendums, are true, complete and not misleading as of the date the statements were or will be made. Merchant further represents and warrants that only its authorized representatives will submit written information to CMS. Merchant represents and warrants that it is not a Bearer Share Company and that it will not issue Bearer Shares.
- (b) CMS and Merchant each represent and warrant that its execution of and performance under this Agreement: (i) in no way breaches, contravenes, violates, or in any manner conflicts with any of its other legal obligations, including, without limitation, its corporate charter or similar document or any agreement with any third party or affiliated entity; (ii) has been duly authorized by all necessary action and does not require any consent or other action by or in respect of any third party; and (iii) that the person signing this Agreement is duly authorized to do so.

12.6 Publicity.

Except to the extent required by applicable law, neither party shall make press releases or similar public statements regarding the business relationship that is the subject of this Agreement, without the prior written consent of the other.

12.7 Severability.

Should any provision of this Agreement be determined to be invalid or unenforceable under any applicable law, rule, regulation, or Card Network Rule, such determination will not affect the validity or enforceability of any other provision of this Agreement.

12.8 Waivers.

No term or condition of this Agreement may be waived, and failure by either party to enforce any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term or condition, except pursuant to a written waiver executed by the party against whom such waiver is sought to be enforced.

12.9 Entire Agreement.

The Application, taxpayer identification and certification documentation, and all schedules, supplements, exhibits and attachments to this Agreement (except for the Banking Services Agreement dated _____ and amendments with respect to services provided within the scope of such agreement (collectively the “BSA”)) are made a part of this Agreement for all purposes. This Agreement represents the entire understanding between Merchant, Chase and CMS with respect to the matters contained herein and supersedes any prior agreements between the parties, including the BSA. Merchant agrees that in entering into this Agreement it

has not relied on any statement of CMS, Chase or their representatives. This Agreement shall prevail over any conflicting terms of any agreement governing the Settlement Account or BSA. In the event that any of the terms and conditions of this Agreement contradicts or conflict with the terms and conditions of Merchant’s previously submitted Request for Proposal (“RFP”) or CMS’ or Chase’s subsequent response to Merchant’s RFP, the terms and conditions of this Agreement shall control.

12.10 Notices.

Except as otherwise provided in this Agreement, all notices shall be given in writing and either hand delivered, mailed first class, postage prepaid (return receipt requested), transmitted electronically by email, or sent via overnight courier (with package tracking capability) (and will be deemed to be given when so delivered or mailed) to the addresses set forth below or to such other address as either party may from time to time specify to the other party in writing.

12.11 Governing Law; Waivers of Right to Contest Jurisdiction; Immunity and Jury Trial.

This Agreement will be governed by and construed in accordance with the laws of the State in which Merchant has its primary residence without reference to conflict of law provisions; unless otherwise mandated by applicable law. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS EITHER OF THEM MAY HAVE TO CONTEST JURISDICTION OR VENUE. MERCHANT WAIVES ANY IMMUNITY (SOVEREIGN OR OTHERWISE) THAT IT MAY HAVE IN CONNECTION WITH THIS AGREEMENT. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT.

12.12 Force Majeure.

Neither party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications failures, utility failures, internet failures, power failures, equipment failures, labor strife, riots, war, terrorist attack, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this Section will affect or excuse Merchant’s liabilities and obligations for Chargebacks, Refunds, or unfulfilled goods and services.

12.13 Amendment.

Except as otherwise set forth in this Agreement, the Agreement may be amended only by written agreement of the parties. Notwithstanding the foregoing, in the event the terms of this Agreement must be amended pursuant to a change required by the Card Network Rules or required for compliance with applicable law, such amendment will be effective upon written notice to Merchant.

12.14 Counterparts and Electronic Signature.

This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A signature received via facsimile or electronically via email shall be as legally binding for all purposes as an original signature.

12.15 Prohibition of Unlawful Internet Gambling.

Merchant understands and agrees that the use of the Services to conduct transactions (including, without limitation, the acceptance or receipt of settlement proceeds or other funds related to such transactions) that are related, directly or indirectly, to unlawful Internet gambling is strictly prohibited by CMS and Chase. The term "unlawful Internet gambling," as used in this Notice, shall have its meaning set forth in 12 C.F.R. Section 233.2(bb). Merchant agrees not to engage in, submit for processing or facilitate any Transactions under this Agreement that directly or indirectly involve or are related to unlawful Internet gambling.

13. Offshoring.

Certain services may be performed by CMS or any of its Affiliates, including Affiliates, branches or units located in any country in which CMS conducts business or has a service provider. Merchant authorizes CMS to transfer Merchant’s information to such Affiliates, branches or units at such locations as CMS deems appropriate. CMS reserves the right to store, access, or view data in locations it deems appropriate for the services provided.

14. Survival.

The terms that expressly or by their nature contemplate performance after the termination or expiration of this Agreement shall survive and continue in full force and effect. For the avoidance of doubt the provisions relating to Authorization and Settlement, Refunds, Chargebacks, Termination, Indemnification, Confidentiality, Use of Data and Limitation of Liability shall survive termination.

15. Definitions.

“*Affiliate*” of any Person mean shall mean (a) any other Person which, directly or indirectly, controls or is controlled by or is under common control with such Person, (b) any officer or director of such Person, and (c) with respect to Chase, any entity administered or managed by Chase, or an Affiliate or investment advisor thereof and which is engaged in making, purchasing, holding or otherwise investing in commercial loans. A Person shall be deemed to be "controlled by" any other Person if such Person possesses, directly or indirectly, power to direct or cause the direction of the management and policies of such Person whether by contract, ownership of voting securities, membership interests or otherwise.

“*Application*” means a statement of Merchant’s financial condition, a description of the characteristics of Merchant’s business or organization, and related information Merchant has previously or concurrently submitted to CMS, including credit, financial and other business related information, to induce CMS to enter into this Agreement with Merchant and that has induced CMS to process Merchant’s Transactions under the terms and conditions of this Agreement.

“*Bearer Shares*” means securities that are not registered on the books of the issuing corporation and thus payable to any possessor of the shares.

“*Bearer Share Company*” means a type of company which, unlike registered share companies, issues its securities as Bearer Shares.

“*Card*” means a physical or virtual credit or debit card, or any evidence thereof (e.g. account number, access number, token, code, payment credential, or other form factor or access device), or any device, mobile application, digital wallet or other technology, medium or method (regardless of form) used to access an account or account number through which Card Network payment services are delivered, authorized and established between a Customer and a Card Network, or representatives or members of a Card Network that Merchant accepts from Customers as payment for goods or services.

“*Card Information*” means information related to a Customer or the Customer’s Card, that is obtained by Merchant from the Customer’s Card, or provided by the Customer in connection with his or her use of a Card, including, without limitation, Card account numbers and expiration dates, security codes (e.g. CVV2, CVC2, etc.), PIN numbers, credit limits, account balances, or Customer billing address, phone numbers, or zip codes (when provided solely as part of an identity verification system), and any data read, scanned, imprinted, or otherwise obtained from the Card, whether printed thereon, or magnetically, electronically, or otherwise stored thereon. For the avoidance of doubt, information about Customers which is not specific to Customer’s Card and which is voluntarily provided to Merchant by Customers for purposes of shipping or delivering goods or services, Customer’s participation in a loyalty program, mailing list, special offers, or similar purposes (e.g., Customer’s name, mailing address, phone number, email address, birthdate or age), shall not be deemed Card Information.

“*Card Network*” means any payment card network provider whose payment method is accepted by CMS for processing, including, without limitation, Visa Inc., MasterCard International, Inc., Discover Financial Services, LLC, American Express, Pulse, and STAR.

“*Card Network Rules*” means all bylaws, rules, programs, regulations, specifications, and manuals, as they exist from time to time, of the Card Networks. With respect to the Chase Transactions, the ChaseNet Rules are the applicable Card Network Rules.

“**Chargeback**” means a reversal of a Transaction Merchant previously presented to CMS pursuant to Card Network Rules.

“**Chase Card**” means a Card issued by Chase or its Affiliates and used to access a line of credit, prepaid account, or deposit account, issued or maintained by Chase or its Affiliates.

“**Chase Customer**” means any person or entity to whom a Chase Card is issued or who is otherwise authorized to use a Chase Card.

“**Chase Transaction**” means a Transaction utilizing an Eligible Chase Card and which is processed over the ChaseNet platform.

“**ChaseNet**” means Chase’s payment processing platform(s) where Transactions involving Eligible Chase Cards are processed directly between Merchant and Chase, bypassing the traditional Card Network “interchange” system.

“**ChaseNet Rules**” means the Chase Merchant Program Requirements, as amended, revised and updated from time to time, which set forth the rules and requirements applicable to the acceptance of Chase Transactions.

“**Customer**” means the person or entity to whom a Card is issued or who is otherwise authorized to use a Card.

“**Data Compromise Event**” means an occurrence that results, or may have resulted, directly or indirectly, in the unauthorized access to or disclosure of Card Information in the possession or control of a party to this Agreement or its service providers.

“**Eligible Chase Card**” means a Chase Card of a type that Chase, in its sole discretion, has determined to be eligible for use in Chase Transactions processed over ChaseNet generally. Unless CMS has notified Merchant otherwise in writing (or the parties have agreed in writing to Chase Transaction pricing specific to another Card type, e.g. PIN debit), Eligible Chase Cards shall be limited to consumer and small business Chase Cards for which a Visa-branded credit or signature debit card has been issued.

“**Merchant**” means the legal entity identified in the Application and on the first and signature pages of this Agreement.

“**Merchant Application**” means any software application developed by or on behalf of Merchant that provides various services and capabilities for Merchant’s customers including the ability purchase or otherwise effect payment for Merchant goods or services.

“**Person**” shall mean any natural person, partnership, limited liability company, corporation, trust, joint venture, joint stock company, association, unincorporated organization, government or agency or political subdivision thereof, or other entity, whether acting in an individual, fiduciary or other capacity.

“**Referral Partner**” is a third party that has entered into a (i) formal referral relationship with CMS pursuant to which it referred Merchant to CMS for payment processing services and/or (ii) preferred pricing program with CMS. The Referral Partner may be paid a fee by CMS for the referral of Merchant to CMS. In addition, the Referral Partner may be involved in the servicing and maintenance of Merchant’s account. Referral partners may include, as applicable, without limitation, financial institutions, Merchant’s franchisor, independent sales organizations, trade associations or groups and service providers.

“**Refund**” means any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services, and any adjustment of a Transaction.

“**Reserve Account**” shall have the meaning set forth in Section 2.6.

“**Security Standards**” means all rules, regulations, standards, or guidelines adopted or required by the Card Networks or the Payment Card Industry Security Standards Council relating to privacy, data security, and the safeguarding, disclosure, and handling of Card Information, including, without limitation, the Payment Card Industry Data Security Standards, Visa’s Cardholder Information Security Program, Discover’s Information Security & Compliance Program, American Express’s Data Security Operating Policy, MasterCard’s Site Data Protection Program, Visa’s Payment Application Best Practices, the Payment Card Industry’s Payment Application Data Security Standard, MasterCard’s POS Terminal Security program, and the Payment Card Industry PIN Transmission Security program, in each case as they may be amended from time to time.

“**Service Provider**” means any party that processes, stores, receives, transmits, or has access to Card Information on Merchant’s behalf, including, without limitation, its agents, business partners, contractors, and subcontractors.

“**Transaction**” means any transaction conducted between a Customer and Merchant utilizing a Card in which consideration is exchanged between the Customer and Merchant.

“**U.S.**” means the forty-eight (48) contiguous states of the United States, District of Columbia, Alaska and Hawaii. For the avoidance of doubt, all other United States possessions and territories are excluded, except as may otherwise be provided in an addendum hereto.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned parties have duly executed this Agreement.

Agreed and Accepted by:

CITY OF CAMARILLO



By (authorized signature)

Greg Ramirez, City Manager

Print Name and Title

12 / 30 / 2022

Date

601 Carmen Dr.

Address

Camarillo, CA 93010

City, State Zip

Agreed and Accepted by:

PAYMENTECH, LLC for itself and on behalf of
JPMORGAN CHASE BANK, N.A.



By

Shiela Lanham, Vice President

Print Name and Title

12 / 23 / 2022

Date

8181 Communications Pkwy, Bldg. B, Floor 05

Address

Plano, Texas 75024

City, State Zip

In Process

V. 14254

To Be Completed By Paymentech, LLC

Merchant Agreement Contract Number is: _____

Merchant Processing Identification Number Will Be Provided At Time of Processing Set Up



Schedule A to Merchant Agreement

Merchant: **CITY OF CAMARILLO**

202210 -ScheduleA-ICPT-FTF

Assumptions

Transaction related assumptions		Other assumptions	
Payment Transaction Sales Volume	\$1,200,000	Number of locations	2
Average Transaction Amount	\$275.00	Authorization / Capture %	105.0%
Debit / EBT Transactions	0	Chargebacks as % of Sales Transactions	0.0300%
Conveyed Transactions	N/A	Billing Frequency	Monthly
Safetech Encrypted Items	N/A		

Target Qualification Level:

Mastercard:	Merit III	MM3	American Express:	Utilities - Tier 1	AMU1
Visa:	CPS Retail	VPSC	Discover:	PSL Retail - Core	D164

1. Fees applied on every transaction

Card Network Interchange & any incremental discount rate % – Mastercard, Visa and Discover assess an Interchange Rate, Assessment Fee and Network Fee for each transaction. American Express assesses a Wholesale Discount Rate and Network Fee for each transaction. These rates and fees will be passed through at cost.

Interchange and Wholesale Discount Rates	as set by each Card Network
MasterCard, Visa & Discover Incremental Discount Rate	0.1000%
American Express Incremental Discount Rate	0.1000%
PIN Debit, PINLess Debit, and/or EBT Network Fees	All standard Debit Network Fees will be assessed
Debit – Incremental Discount Rate	N/A
JCB (Japanese Credit Bureau)	N/A
Voyager Discount Rate (if settled)	N/A
Wright Express (WEX) Discount Rate (if settled)	N/A

Card Network Assessments		Card Network Fees			
			Credit	Debit	
Mastercard	Credit transactions < \$1000 and all Debit transactions	0.130%	Mastercard Network Access & Brand Usage Fee (NABU) (Charged per Authorization & per Refund)	\$0.0195	\$0.0195
	Credit transactions \$1000 or greater	0.140%			
Visa	Debit transactions	0.130%	Visa Domestic Sales Auth (APF) (Charged per Authorization & per Refund)	\$0.0195	\$0.0155
	Credit transactions	0.140%			
American Express OptBlue Network Fee		0.165%	Visa Intl Sales Auth (APF) (Charged per Authorization & per Refund)	\$0.0395	\$0.0355
Discover		0.140%	American Express OptBlue	\$0.0200	N/A
			Discover Data Usage Fee	\$0.0025	\$0.0025

Card Network Fees			
MC Connectivity Fee* (per Transaction and Authorization)	\$0.0014	VI Financial Transaction Fee	\$0.0018
MC Reporting & Infrastructure	\$0.0002	VI Reporting & Data Transfer	\$0.0002

*In some cases, it is not possible to allocate the associated expenses from the payment networks directly to transaction counts or volume, so Chase Merchant Services produces a rate that is based on the associated expense from the payment networks and applies that expense accordingly.

Customer initials x Please initial to acknowledge pg. 1 of the Schedule A pricing sheet

CONTROL NUMBER: 695088.V3224

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Transaction Fees	
Mastercard per transaction	N/A
Visa per transaction	N/A
Discover per transaction	N/A
JCB per transaction	N/A
American Express per transaction	N/A
PIN Debit per transaction	N/A
PINLess Debit per transaction	N/A
EBT per transaction	N/A
Check Verification – Scan per transaction	N/A
Voyager per transaction	N/A
Wright Express per transaction	N/A
Hosted Pay Page per transaction	N/A
Managed POS Vendor per transaction	N/A

Authorization Fees	
Mastercard per authorization	N/A
Visa per authorization	N/A
Discover per authorization	N/A
JCB per authorization	N/A
American Express per authorization	N/A
Voyager per authorization	N/A
Wright Express per authorization	N/A
Private Label per authorization	N/A
Dial Backup authorization surcharge	\$0.0100
Other Transaction Fees	
Safetech Encryption per transaction	N/A
Safetech Tokenization per transaction	N/A
Level III Purchasing Card per transaction	N/A

2. One Time and Periodic Fees

One Time Fees	
Account Setup Fee	N/A
Rush Fee	N/A
Terminal Reprogram Fee	N/A
PIN Debit Setup Fee	N/A
PIN Pad Encryption Fee	N/A

Monthly Fees	
Monthly Service Fee ¹	\$3.95
Monthly Minimum Fee ²	\$25.00
Online Reporting Tool	N/A
Safetech Encryption ³	N/A
Managed POS Monthly Fee	N/A

Periodic Fees	
Annual Fee	N/A
Card Network Fees	
Visa Fixed Acquirer Network Fee ⁴	Varies
MC Merchant Location Fee ⁵	\$1.25

Internet Product: NetConnect

Setup fee	N/A
Third Party Setup fee	N/A

Monthly fee	N/A
Third Party Monthly fee	N/A

- 1 – Monthly service fees will be debited for the first time in the month after Merchant account has been set up. These fees will be debited regardless of whether transactions are processing through the Merchant account.
- 2 – CMS will apply the Monthly Minimum Fee only when the total amount of all processing fees (Sections 1, 3A, & 4) is less than \$25.00. If Merchant's processing fees do not reach \$25.00, CMS will charge the difference. For example, if processing fees total \$17.00 CMS would charge an additional \$8.00 to meet the \$25.00 minimum.
- 3 – If Merchant obtains point of sale device(s) from CMS for use with Safetech Encryption, the following additional fees shall be assessed: (a) a one-time fee of \$10.90 per Verifone device; (b) a one-time fee of \$10.00 per Ingenico device; and (c) an encryption injection fee of \$34.95 per device per occurrence. These assessments are in addition to the above Safetech Encryption Fee(s). If Merchant obtains point of sale device(s) from a third party, additional fees may apply. Merchant acknowledges and understands that its use of any fraud mitigation or security enforcement solution (e.g. an encryption product or service), whether provided to merchant by CMS or a third party, in no way limits Merchant's obligation to comply with the Security Standards or Merchant's liabilities set forth in this Agreement.
- 4 – Visa Fixed Acquirer Network Fee is a monthly fee assessed by Visa based on Merchant Category Code (MCC), dollar volume, number of merchant locations, number of Tax IDs, and whether the physical Visa card is present or not present at the time of the transaction. This fee can vary monthly.
- 5 – Mastercard Merchant Location Fee of \$1.25 will be applicable for each month with \$200.00 or more in Mastercard volume. This fee will be assessed quarterly based on the previous 3 months activity.

JPM Payments Platform			
JPM Payments Platform Transaction Fee	N/A	JPM Payments Platform Monthly Fee	N/A
JPM Payments Platform Setup Fee	N/A		

Level II and Level III Tax Augmentation Service			
Level 2 /Level 3 Augmentation Prog. Rate	N/A	Level 2 /Level 3 Augmentation Tran fee	N/A

3. Per Incidence Fees

3A. Per Incidence Fees: Charged every time the Merchant's account incurs one of the below items

Chargeback Fee	\$12.00	Charged when a cardholder or card-issuing bank formally protests a charge
Voice Authorization Fee	\$0.65	Charged when the Voice Authorization phone number is called to authorize a credit card
AVS Fee – Electronic	N/A	Charge for each electronic address verification authorization
Batch Settlement Fee	N/A	Charged for each batch of transaction(s) submitted for settlement
Wire Transfer Fee	\$10.00	Charged for each Wire (transmission of funds) sent to Merchant's account
ACH Fee	N/A	Charged for each FTI (transmission of funds) sent to Merchant's account
ACH Return Fee	\$25.00	Charged when CMS is unable to debit fees from Merchant's account

Customer initials x  Please initial to acknowledge pg. 2 of the Schedule A pricing sheet

3B. Per Request Fees: Charged every time Merchant requests one of the below items

Supplies: Billed Per Order	N/A	Charges for supply orders vary based on the items ordered
Dynamic Debit Surcharge Fee	N/A	Charged for each PIN Debit transaction routed with the Dynamic Routing product
PIN Debit Injection Fee	\$40.00	Charged when merchant elects PIN Debit processing and applies to each device not purchased from CMS.
Statement Type:	Resource Online	Statement only
		Statement Frequency: Monthly

4. Card Network Fees – Per Incidence

These fees are billed by Mastercard, Visa, Discover, JCB or American Express and passed through to Merchant's account

MC Acquiring License Fee *	0.004%	Charged on Mastercard Gross Sales volume. See additional information under Card Network Charges section on page 4.
MC Digital Enablement per transaction	0.020%	Charged on every Mastercard US acquired authorizations. * minimum fee amount is \$0.02 with a maximum fee amount of \$0.20
Discover Digital Investment Fee	0.01%	Charged by Discover when providing digital transaction security and fraud prevention efforts
AX OptBlue Card Not Present Fee	0.300%	Charged on American Express Card Not Present Gross Sales volume.
AX OptBlue Application-initiated Fee	0.300%	Charged on American Express transactions initiated by a digital wallet application.
Discover Network Authorization Fee	\$0.0190	Charged by Discover on all authorizations for card transactions that are settled through the Discover Network
MC Auth Access Fee – AVS Card Present	\$0.010	Charged when a merchant uses the address verification service to validate a cardholder address
Visa Address Verification Service (AVS)	\$0.0010	
Discover Address Verification Fee	\$0.005	
Mastercard Authorization Advice Code Fee	\$0.030	Charged on Mastercard CNP transactions that are declined with a MAC value of 03 or 21, where in the past 30 days a transaction on the same card, at the same merchant, with the same amount was declined with MAC 03 or 21.
MC Decline Reason Code Service	\$0.02	Charged on CNP transactions when specific Decline Codes (79, 82 or 83) are received in combination with specific MAC codes (1 or 3) through the Decline Reason Code Service (DRCS) program.
MC-Credential Continuity Fee	\$0.03	Charged by Mastercard for every transaction performed with an outdated credential irrespective of the transaction being approved or declined
MC Installment Purchase INSA – Sale	1.30%	Mastercard will assess an installment program fee (for sale and return) that originate transactions on Mastercard installment payment product codes that have successfully cleared and settled. The specific rates for these fees are based upon the Card Acceptor Business (CAB) program.
MC Installment Purchase INSA – Return	-1.15%	
MC Installment Purchase INSB – Sale	0.10%	
MC Installment Purchase INSB – Return	0.00%	
MC SecureCode Transaction Fee	\$0.030	Charged on MC SecureCode transactions that are sent for verification.
MC Account Status Fee (Intra-regional)	\$0.025	Charged when a merchant uses this service to do an inquiry that a card number is valid
MC Account Status Fee (Inter-regional)	\$0.030	
Visa Zero \$ Account Verification Fee		
Domestic Debit	\$0.030	
Domestic Credit	\$0.035	
International Debit/Credit	\$0.070	
Discover Account Verification Fee	\$0.02	
MC Processing Integrity Fee		Charged when a card is authorized but not deposited and the authorization is not reversed in a timely manner. * the minimum fee amount for a Final Authorization is \$0.04
Pre Authorization	\$0.045	
Final Authorization *	0.250%	
Visa Misuse of Authorization Fee	\$0.093	
MC Excessive Authorization Fee	\$0.150*	MC Excessive Authorization Attempts Transaction Processing Excellence Program (TPE) fee is charged for each declined auth attempts (on the same card number and same card acceptor within a 24-hour period) over/above threshold. * prior to Jan. 15 2023 rate is \$0.10
MC Nominal Authorization Fee (Card Not Present)	\$0.045	Applies for any approved nominal amount authorization with a subsequent reversal for transactions under 1 full unit of currency. This will apply only to Card Not Present transactions.
Visa Zero Floor Limit Fee	\$0.20	Charged when a transaction is deposited but never authorized
Visa Transaction Integrity Fee – Credit	\$0.10	Charged on Visa transactions that do not meet qualification criteria for US Custom Payment Service (CPS) categories.
Visa Transaction Integrity Fee – Debit / Prepaid	\$0.10	
Visa High Fallback Fee	\$0.10	Charged on Visa fallback transactions when a merchant's location is using a chip-enabled terminal and 10% or more of their total electronic transactions are completed via magnetic-stripe.
Visa System Integrity Fee Domestic	\$0.10	Data Consistency fees will be charged when certain authorization data elements are changed or manipulated to move from a declined to an approved authorization response. Excessive Authorization fees will be charged for each reattempt in excess of 15 authorizations within a 30-day period. Never Approve Reattempt Fees will be assessed for any attempt to authorize a transaction that previously, within a rolling 30 days, received a Category 1 decline response
Visa System Integrity Fee Cross Border	\$0.15	
Visa SPS* Repeat Auth Decline	\$1.00	Charged by Visa for every transaction following three previous declines by the same stop instruction. *Stop Payment Service

Customer initials x  Please initial to acknowledge pg. 3 of the Schedule A pricing sheet

Continued fees billed by Mastercard, Visa, Discover, JCB or American Express and passed through to Merchant's account		
Discover Program Integrity Fee	\$0.05	Charged on Discover transactions that are downgraded to or directly qualify for U.S Base-submission interchange program.
MC Ineligible Chargeback Blocking Fee	\$3.00	Charged when a fraud related Chargeback is blocked by Mastercard.
MC Cross Border Assessment Fee	0.60%	Charged by Mastercard, Visa, American Express and Discover on foreign bank issued cards.
Visa International Service Assessment Fee	1.00%	
AX OptBlue International Fee	1.00%	
Discover International Service Fee	0.80%	
MC International Support Fee	0.85%	
Visa Interregional Acquiring Fee	0.45%	Additional fee charged by MasterCard, Visa and Discover on foreign bank issued cards.
Discover International Processing Fee	0.50%	
Visa Partial Auth Non-Participation Fee	\$0.01	Applies to Petroleum merchants using automated fuel pumps that do not support Partial Authorization
MC Global Wholesale Travel Transaction Program B2B Fee	1.57%	Applies to Travel merchants for transactions qualifying at the Mastercard Commercial Business-to-Business interchange category.
Visa Global B2B Virtual Payment Service Fee	1.55%	Applies to Travel merchants for transactions qualifying at the Visa Global B2B Virtual Payments interchange category.
Visa Non-Dom Currency Settlement Volume Fee	0.10%	Visa will charge for all cross-border volume that are settled in a currency that is different than the merchant's local currency.
MC Humanitarian Program Fee	0.25%	Applies to transactions qualifying at the MasterCard Humanitarian Prepaid card interchange category. When this fee applies, other MC Payment Brand fees will be waived.
MC Freight Program Fee	N/A	Applies to Freight transactions qualifying at the Freight Program interchange category.

5. Other Fees

Fee Description	Amount	Fee Description	Amount

Equipment Swap Fees

Type	Description	Fee
Refund for Returned Equipment	A full refund will be provided on POS Terminals, Tablet Hardware and Tablet Accessories that are returned within ninety (90) days of purchase.	
Replacement Fee (swap)	In warranty POS Terminals, Tablet Hardware and Tablet Accessories ¹	\$50.00
Replacement Fee (swap)	Out of warranty POS Terminals, Tablet Hardware and Tablet Accessories: Replacement (swap) fees vary based on Manufacturer and Model and will fall within the specified range to the right	\$100 - \$1,000
Encryption Fee	Safetech	\$34.95
Late Fee	For all equipment returned late, or not returned	Up to \$1,000

¹\$50.00 swap fee applies to POS Terminals, Tablet Hardware, and Tablet Accessories that are in warranty at the time of the swap; provided that the POS Terminals are compliant with the latest Payment Card Industry standards and supported by CMS.

Customer initials x  Please initial to acknowledge pg. 4 of the Schedule A pricing sheet

Card Network Charges

A significant portion of the fees that Paymentech, LLC, also known as Chase Merchant Services ("CMS") charges consists of fees and other charges that CMS pays to the various card networks and payment systems ("Card Networks"). These charges (collectively referred to in this Schedule A as "Card Network Fees", include, but are not limited to, interchange rates, assessments, file transmission fees, access fees, and international and cross border fees, and will be charged to Merchant in addition to the rates set forth above. Whether a particular Card Network Fee applies may be based on a number of factors, such as the type of card or payment method presented, specific information contained within the Transaction, how and when the Transaction is processed, and the merchant's domicile and industry.

Please note that CMS may, from time to time, elect not to charge for certain existing, new or increased Card Network Fees. If CMS elects not to charge any Card Network Fees, CMS reserves the right to begin doing so at any time in the future (including with respect to existing, new or increased Card Network Fees), upon notice to Merchant. No such Card Network Fees will be imposed retroactively.

* Mastercard assesses the Mastercard Acquiring License Fee annually to each Acquirer based on the total annual volume of Mastercard-branded sales (excluding Maestro PIN debit volume) of its U.S. domiciled merchants. To fairly distribute the fee across all CMS Mastercard-accepting merchants, a rate of 0.004% will be applied to all of Merchant's Mastercard gross sales transactions.

NOTICE REQUIRED BY AMERICAN EXPRESS: American Express requires that CMS inform Merchants that (i) American Express charges CMS a wholesale discount rate and not interchange and (ii) American Express operates a non-interchange based network.

IF MERCHANT SELECTS TO USE NETCONNECT, PLEASE READ THE FOLLOWING CAREFULLY

NetConnect is a product that utilizes the Internet for transmission to CMS of Merchant Card transactions. CMS cannot and will not be responsible for the reliability or security of Merchant transmissions while they are in transit via the Internet. CMS strongly recommends that Merchants maintain a dial backup option for transmission of Card transactions for use during periods when Merchant's Internet connection is unavailable. Transactions sent to CMS via a dial back-up option during such periods will be billed the additional amount listed as "Dial Backup Surcharge".

In Process

6. Authorized Signature

Authorized Representative Signature: Must appear on Merchant Application

Greg Ramirez

City Manager

Print Name

Title

x



12 / 30 / 2022

Signature

Date

Please ensure to initial pages 1, 2, 3 and 4