



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 2

List View

- General Information**
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1927825
 Procurement Type: Central Master Agreement
 Vendor ID:
 Legal Name: US BANK NA
 Alias/DBA: US BANK
 Total Bid: \$0.00
 Response Date:
 Response Time:
 Responded By User ID:
 First Name:
 Last Name:
 Email:
 Phone:

SO Doc Code: CRFQ
 SO Dept: 0323
 SO Doc ID: WWV2600000003
 Published Date: 4/2/26
 Close Date: 4/15/26
 Close Time: 13:30
 Status: Closed
 Solicitation Description:
 Total of Header Attachments: 2
 Total of All Attachments: 2



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder: 1927825
Solicitation Description: Electronic Payment Card Services and Direct Deposit services
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2026-04-15 13:30	SR 0323 ESR03312600000006580	1

VENDOR
 000000172239
 US BANK NA

Solicitation Number: CRFQ 0323 WWV2600000003
Total Bid: 0
Response Date: 2026-04-14
Response Time: 14:42:36
Comments:

FOR INFORMATION CONTACT THE BUYER

Brandon L Barr
 304-558-2652
 brandon.l.barr@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Electronic Payment and Direct Deposit Services	0.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
84120000			

Commodity Line Comments:

Extended Description:

Electronic Payment Card (EPC) and direct deposit services for the delivery of unemployment benefits per the specifications attached

RFQ WWV- (Electronic Payment Card and Direct Deposit Services) Cost Sheet

Rev.4/26

Line No.	Type of Service	Monthly Estimated Quantities*	Claimant's Unit Fee	Claimant's Total Cost
1	Direct Deposit		NA	
2	Set Up Fee - Initial Card	1,000	No Cost	
3	Monthly Account Services for Active Accounts	4,000	No Cost	
4	Transactions	22,500	NA	
5	Total Withdrawals	3,000	NA	
Surcharge-free Cash Access Locations				
6	Number of Counties with at least one location	55		
7	Divided by Total Counties in West Virginia	55		
8	Percent	100.00%		
9	% in 8 multiplied by Withdrawals (line 5)	3,000	No Cost	
Contracted ATM In-Network with Fee				
10	Number of Counties with at least one location	55		
11	Divided by Total Counties in West Virginia	55		
12	Percent	100.00%		
13	% in 12 multiplied by Withdrawals (line 5)	3,000	\$0.00	\$0.00
ATM Out-of-Network				
14	Number of Counties without an In-Network location	0		
15	Divided by Total Counties in West Virginia	55		
16	Percent	0.00%		
17	% in 16 multiplied by ATM Withdrawals (line 5)	0	\$2.50	\$0.00
18	Potential Additional Charge by Bank where Out-of-Network ATM is located (Use Same Quantity from 17)	0	\$3.00	\$0.00
<p>**Bidding vendor cannot predict the cost per transaction being charged by a bank that is not one of the vendor's banks. For Line 18, the important factor is the number of transactions. Therefore, the of \$3.00 is being used for the purpose of calculating and allowing equal comparison of costs.</p>				
19	ATM Transactions outside of the US	25	\$2.50	\$62.50
20	Point of Sale as Credit	25,000	\$0.00	\$0.00
21	Point of Sale as PIN Debit	25,000	\$0.00	\$0.00
22	Teller assisted Withdraw at debit card in-network bank	1,000	No Cost	
23	Total Transaction Cost (13+17+18+19+20+21)			\$62.50

No.	Type of Service	Monthly Estimated Quantities	Claimant's Unit Fee	Claimant's Total Cost
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	ATM Balance Inquiries	25,000	NA	
24	ATM Balance Inquiries for In-Network 25,000 multiplied by % from 8 plus 12	50,000	No Cost	
25	Chargeable ATM Balance Inquiries for In-Network (10% multiplied by 25) equals monthly estimated total	5,000	\$0.00	\$0.00
26	ATM Balance Inquiries for Out-of-Network (25,000 multiplied by % in 16) equals monthly estimated total	0	\$0.00	\$0.00
27	Total Cost (25+26)			\$0.00

	Other Fees			
28	Account Overdraft	2,500	\$0.00	\$0.00
	Insufficient Funds			
29	Minimum of two (2) denials for Insufficient Funds per month	2,000	No Cost	
30	Additional denials for Insufficient Funds	1,000	\$0.00	\$0.00
31	Free On-Line Statements	4,000	No Cost	
32	Account Statements Mailed to Claimants	1,000	\$0.00	\$0.00
33	Total Other Fees (28+30+32)			\$0.00

	Card Issuance Services			
34	One Card replacement per year (includes postage)	250	No Cost	
35	Additional Card Replacements	50	\$0.00	\$0.00
36	Overnight delivery requested by cardholder	25	\$15.00	\$375.00
37	Expired card replacement	500	No Cost	
38	Card Deactivation	100	No Cost	
39	Card Reactivation	75	No Cost	
40	Total Card Services Cost			\$375.00

	Cardholder Inquiry	36,000		
41	Free telephone automated inquiries through toll-free line	6,000	No Cost	
42	Free Web inquiries	16,000	No Cost	
43	2 Free Live Customer Service Inquiries per Month	8,000	No Cost	
44	Additional Live Customer Service Inquiries per Month	6,000	\$0.00	\$0.00
45	Total Inquiry Cost			\$0.00

	Miscellaneous			
46	Account Inactivity with a balance after 12 Months	20	\$1.00	\$20.00
47	Change in PIN	100	\$0.00	\$0.00
48	Account Research	20	\$0.00	\$0.00
49	Conversion of Foreign currency	40	3%	\$1.20
50	Total Miscellaneous Cost			\$21.20

Line No.	Type of Service	Monthly Estimated Quantities	Claimant's Unit Fee	Claimant's Total Cost
	ACH Origination and Routing			
51	ACH Monthly Maintenance	2	No cost	
52	ACH Credit Originated	20,000	No cost	
53	ACH Debit Originated	55	No cost	
54	ACH Transmission	27	No cost	
55	ACH Return	10	No cost	
56	ACH Notification of Change	10	No cost	
57	Total ACH Cost			

59	Grand Total			\$458.70
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Comprehensive Electronic Payment Card Solution for State of West Virginia

Solicitation Number:
CRFQ 0323 WWV2600000003

Due Date:
April 15, 2026, 1:30 PM

Presented to:
Brandon L Barr
Bid Clerk
State of West Virginia
Department of Administration
Purchasing Division

Submitted by:
Tyler Vickery
Sales Manager
U.S. Bank
904.470.1990
tyler.vickery@usbank.com



April 15, 2026

Brandon Barr
Bid Clerk
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

RE: CRFQ 0323 WWV2600000003

Dear Mr. Barr and the evaluation committee,

Thank you for the opportunity to submit a response to your Request for Quote (RFQ) for Electronic Payment Card (EPC) Services and Direct Deposit Services. In this new contract period, we look forward to continuing to provide both ACH processing and EPC services to the West Virginia Purchasing Division and the WorkForce West Virginia (the Agency).

Continuing with U.S. Bank as your partner enables you to provide a seamless, full-service benefit payment distribution solution that allows your claimants to elect either direct deposit or an electronic payment card as their preferred method of payment. It also enables the Agency to quickly and easily process all disbursements using your existing payment communication methods (spreadsheet instructions and FedWire) without disruption to your workflow. By easily exchanging information between your systems and ours, your team can continue to ensure accurate and timely processing of disbursements. With this solution, you can feel confident that your claimants will receive their funds on the day and in the manner you specify.

Throughout this response, we highlight why the ReliaCard program continues to provide a sound, reliable, consumer-friendly EPC solution. This card program supports prompt payments, while offering low cardholder fees and optimal purchasing flexibility. It also offers exceptional customer service and support with 24/7 web, mobile app and customer service center support. With this solution, you're maintaining a program that is **grounded in compliance, targeted at being consumer-friendly and brings the continuity of a full-service provider with no interruption in service.**

We are pleased to share this overview of the ReliaCard and direct deposit program and look forward to continuing to provide a leading, full-service payment solution. Our services are designed to allow you to continue to offer greater choice and payment security to all individual claimants. We consistently deliver a quality experience for claimants and provide a proven, reliable way to disburse monies in a timely manner, allowing the Agency to easily manage disbursements and maintaining claimant satisfaction. If you have any questions regarding our services, please contact Tyler Vickery at 904-470-1990 or tyler.vickery@usbank.com. You may also contact Tim Rieder, your ICG relationship manager, at 614-232-2081 or tim.rieder@usbank.com.

Sincerely,

Tyler Vickery

Tyler Vickery
Assistant Vice President, Sales Manager
Public Sector Prepaid

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Appendix C: Current U.S. Bank Treasury Management Agreement
Appendix D: State of West Virginia Purchasing Centralized Request for Quote form
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Appendix F: Certificate of Insurance
Appendix G: Letters of Reference

Disclaimers

The U.S. Bank-prepared RFP documents represent a snapshot of U.S. Bank’s prepaid program operations and functionality as of the specific time those RFP documents were drafted. Changes may occur over the term of this Agreement due to forces within or beyond the control of parties, including, but not limited to regulation changes, changes in industry, personnel changes, technological changes, and others. Except where terms, provisions or services (and levels) from the RFP documents are explicitly restated in contract resulting from this RFP, such changes do not constitute a breach of contract, nor necessitate contract amendments.

Executive Summary

Supporting the Agency with the continuation of a flexible, reliable electronic payment card option

As a long-standing, leading prepaid card provider, U.S. Bank has the capacity, experience and product solutions to not only fully support the requirements of West Virginia's unemployment insurance (UI) claimants but also to continue to efficiently support WorkForce West Virginia's (the Agency) payment process. With the ReliaCard program and support for ACH payment distribution, the Agency can continue to maximize the use of electronic disbursements across the UI program and continue to offer both direct deposit and EPC disbursement methods, ensuring that every individual can receive funds promptly whether they have an existing bank account or not. **The U.S. Bank ReliaCard program continues to meet your administrative requirements and the needs of claimants for ease of use and high cardholder satisfaction.**



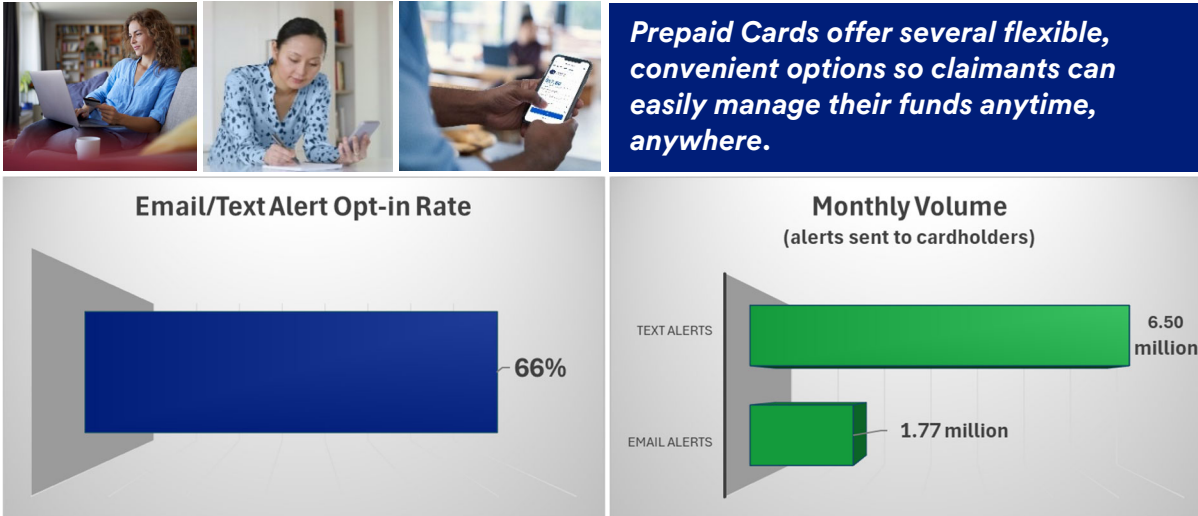
Support unemployment claimants with a safe, easy to use card they can rely on

Maintaining the flexibility of accessing payment for claimants

The ReliaCard solution has been well received by your claimants. They find value in the multiple ways in which they can access their account information and appreciate the ease of use at local merchants and the wide range of free cash access options they have. Our surcharge-free network will continue to include 605 in-network U.S. Bank, MoneyPass, Allpoint and SUM ATM locations and 734 Visa affiliated financial institutions in West Virginia for cash withdrawals—**this provides easy, fee-free cash access in all 55 counties across the state and nationwide.** In addition, they can get cash back when making a purchase at many of the 115,000 merchants in West Virginia who accept Visa and support the cash back functionality.

As we move forward in the next contract period, our product roadmap is working to expand the ease of use of ReliaCard for the claimants by adding the capability to provision the card to the mobile wallet using applications like Apple® Wallet, Samsung® Pay and/or Google® Wallet. This will enable the cardholder to use an electronic device or mobile application for making purchases digitally without presenting a physical payment card.

Your cardholder's satisfaction also stems from their ease of access to account information. Anytime cardholders have questions, they can access their account information using our informative, secure and easily accessed website or mobile app and they have the option to call our 24/7 customer service center to access balance information or ask questions of our customer service representatives. Cardholders can enroll in our text or email alerts to stay abreast of their account—a **highly utilized service with 66% of web/mobile app users opting in to this service.** They also have the option to send a two-way text to access account balance or transaction information. **Our customer service approach creates a positive experience for claimants and gives them the freedom to manage their finances in the manner that works for them.**



Keen focus placed on data security and fraud detection/deterrence

By working with U.S. Bank, you are partnering with best-in-class fraud and data security teams. Protecting client and cardholder personal information and funds is a fundamental responsibility of U.S. Bank. Protecting sensitive information is not an add-on to our prepaid programs. It is foundational to how we design, govern and operate our card programs. We maintain a strict security infrastructure to protect sensitive data. Our security framework includes rigorous PCI and SOC compliance, continuous oversight by dedicated Information Security teams and a data-driven approach to cybersecurity and fraud prevention across all products and services.

Protecting sensitive information is not an add-on to our prepaid programs. It is foundational...

Our card program is protected with a robust fraud prevention program that continuously monitors and investigates fraudulent card activity related to not only this card program but across multiple payment channels. As part of a large financial institution, we benefit from having access to extensive enterprise-wide fraud data, allowing us to identify fraud trends emerging across a wider range of banking activities. This expanded visibility strengthens our ability to recognize anomalies earlier, escalate risks quickly and respond with effective mitigation strategies. Our approach includes both proactive monitoring, which focuses on identifying emerging risks before losses occur, and reactive monitoring, which ensures timely response to confirmed fraud events. Together, these efforts

support early detection, faster resolution and reduced financial impact, helping protect program funds while minimizing disruption to cardholders and safeguarding their day-to-day access to benefits.

We also use this information to actively assist our state unemployment clients in their efforts to investigate and reduce fraud. With the persistent fraud activity within the unemployment programs, we have adopted a wider range of vetting and detection measures including:

- Cross-channel monitoring and controls to mitigate cyber-attacks and account take-over attempts.
- Expanded account notifications to include interactive text verification.
- Implemented a selfie ID verification submission process to process fraud holds more efficiently.
- Implemented voice printing technology that provides additional protection against account take-over-phone attempts.
- Developed a database and rules to identify common PII (personally identifiable information) attributes across all of U.S. Bank Prepaid’s unemployment programs.

In addition, we seek industry insights through participation in leading cybersecurity working groups and by leading the Financial Services Information Sharing and Analysis Center (FS-ISAC), a financial services sector classified information-sharing working group. This helps us to further anticipate risk and adapt more quickly to evolving schemes and implement new tools to mitigate any risks as we see them evolving.

To protect our cardholders, U.S. Bank proactively reaches out to the cardholder when a fraud prevention rule detects an anomalous point of sale or ATM transaction. Our fraud team will attempt to contact the cardholder either by phone or text (depending on the information on file for the cardholder) to verify the suspicious transaction. When a dispute is filed, we maintain strict adherence to Regulation E and provide a provisional credit for the lost amount.

Regular touchpoints ensure high-quality service

With U.S. Bank’s commitment to customer service and nearly 25 years’ experience supporting complex government programs, you can be confident that we will continue to provide project leadership and technical assistance in support of the Agency’s unemployment benefit distribution needs. Paul Isaacson will continue to take an active role in regular communications to ensure your program is operating as expected. Our ongoing communication efforts (regular meetings, phone availability and our annual review meetings) are aimed at providing open communication about upcoming changes, program performance and industry trends. You will also have access to our client support team who can immediately address any technical issues.



We will also remain proactive in assessing the concerns of the Agency such as closely monitoring balances, identifying potential fraud and coordinating the timely return of funds when appropriate. We will continue to assist the Agency with any follow-up or return of funds questions related to fraudulently identified accounts and can support ad hoc requests as they arise. Since January 2025, we have returned nearly \$20,000 through this process, reflecting our ongoing diligence and responsiveness. Paul will remain closely engaged with the Agency to monitor and ensure that all funds are managed to your regulations. With our established and well-designed return of funds process, we will continue to take a proactive, joint approach to ensuring your funds are returned promptly and accurately.

Best way to determine the quality of your provider

Beyond simply meeting the day-to-day functional requirements of a prepaid card program, cardholders can continue to take comfort in the assurance that their accounts are managed by a reputable and established institution. U.S. Bank is not only a well-recognized name but also highly respected within the banking industry. This level of trust provides additional peace of mind for cardholders, knowing their funds are safeguarded by a financial partner with a proven track record and local presence within your state. We offer a banking experience that no other prepaid card provider can match.

Cardholders can take comfort in the assurance that their accounts are managed by a reputable and established institution.



We take an innovative approach to supporting prepaid cards. Our entire program was designed and built by U.S. Bank, not pieced together by a fintech or non-financial company. We are the fifth largest bank in the country with a strong, internally managed Payments division. Other companies have to subcontract with small, unknown card issuing banks as their BIN sponsor to round off their card program. We take an ownership position in supporting our programs. Our programs were developed from the ground up with internal knowledge of all aspects of the compliance impacts, inner workings of prepaid platform and transaction processing, and management of the entire program. The foundation for our entire line of prepaid card solutions provides an innovative,

electronic payment option for the unbanked and underbanked population. This approach directly supports the needs of your state agency.

Our program is highly compliant, security focused and time proven. Through our experience as an early innovator of the prepaid debit card, U.S. Bank has been instrumental in the development and incorporation of government best practices. Your current ReliaCard program incorporates the industry’s best practices outlined in the Unemployment Insurance Program Letter (UIPL) 34-09, Best Practices for Payment of Unemployment Compensation by Debit Cards and UIPL 34-09, Change 1.

U.S. Bank prepaid card programs are built based on our philosophy of doing the right thing for our clients and cardholders. Central to that is ensuring that all prepaid cards are compliant with all the various state, federal and industry regulations. From following Reg E for dispute processing, to seeking advice from the best legal counsel in the country to support our rigorous compliance management process which continuously evaluates and interprets use cases so we can proactively adjust our programs and guide our clients to ensure program compliance—protecting the Agency’s reputation and ensuring a fair and reliable end-user experience.

Through the information communicated in this response, we illustrate the level of expertise and commitment we offer to the Agency and the government prepaid industry and the quality of support we provide to your claimants. We are committed to continuing to support your business activities; continuously working to improve fraud detection, deterrence and prosecution; and providing quality customer service to your claimants. We are looking forward to continuing to demonstrate our expertise throughout the next contract period.



Brief Recap

- ✓ ReliaCard continues to offer the Agency a flexible, compliant prepaid card solution.
- ✓ Cardholders benefit from wide acceptance and extensive surcharge-free ATM access, **providing coverage throughout West Virginia starting immediately.**
- ✓ Continued 24/7 access to user-friendly account management tools.
- ✓ Security and fraud prevention are central, with robust infrastructure, continuous monitoring, and participation in industry-leading cybersecurity groups.
- ✓ U.S. Bank is a well-established, reputable institution with a local presence.
- ✓ The ReliaCard program complies with Unemployment Insurance Program Letter (UIPL) 34-09, Best Practices for Payment of Unemployment Compensation by Debit Cards and UIPL 34-09, Change 1.
- ✓ Extensive experience with large-scale, complex programs. We currently support 458 government programs and 3,000+ corporate clients.
- ✓ U.S. Bank owns and manages its entire prepaid card service delivery platform, ensuring quality control and innovative solutions for unbanked and underbanked populations.

Required attachments

Cost proposal

Our completed Cost Proposal Spreadsheet has been attached as a separate document.

Contract terms

U.S. Bank acknowledges the General Terms and Conditions outlined in the RFP. We have completed a full review of this Solicitation and have included the requested redlines and a signed copy of the Certification in Appendix A. We have also included our Standard Agreement for the ReliaCard program in Appendix B, and our existing Multi-Service Agreement with Appendix A and B related to the treasury management services in Appendix C. We anticipate that these agreements will be included in the negotiated contract with the Agency. We are confident that we can arrive at mutually agreeable terms to the contract terms as we have successfully negotiated contract terms for both the ReliaCard and Treasury Management Agreement with the West Virginia State Treasurer's Office.

State purchasing form

We have included our signed State of West Virginia Purchasing Centralized Request for Quote form in Appendix D.

Acknowledgement of addendums

U.S. Bank acknowledges the issuance of one addendum to the Request for Proposal (RFP). Our acknowledgment forms can be found in Appendix E.

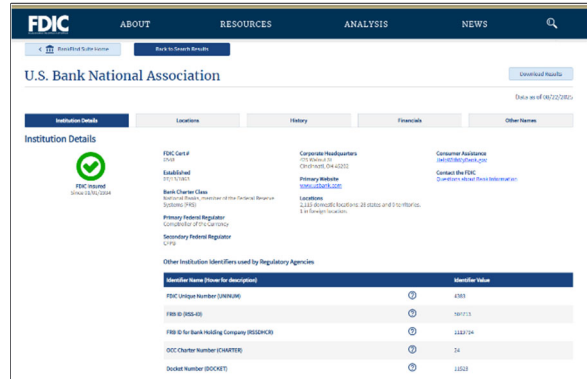
3. QUALIFICATIONS

Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

- 3.1. Must be Federal Depository Insurance Corporation (FDIC) or Federal Savings and Loan Insurance Corporation (FSLIC) insured and affiliated with the VISA or Equal or MasterCard or Equal system. Certificate of insurance should be submitted with bid submission. Certificate of Insurance will be required before contract award.

U.S. Bank extends FDIC insurance to all ReliaCard accounts up to an aggregate total of \$250,000 per depositor. The U.S. Bank FDIC certificate number is 6548.

U.S. Bank has a long-standing affiliation with both Visa and Mastercard. Your ReliaCard program will continue to be Visa®-branded, which allows it to operate within the Interlink and Maestro merchant networks for signature-based, PIN-based and cash back transactions, as well as the Visa Plus ATM network.



Certificates of insurance have been included in Appendix F.

- 3.2. Must have provided electronic services to at least three entities, other than individual cardholders, such as counties, cities and/or other government agencies. The vendor should provide letters of reference from the entities with their bid submission. The references will be required before contract award.

U.S. Bank has the knowledge, expertise and experience to successfully continue to manage your government programs. We welcome the opportunity for the Agency to review our service commitment with our current clients. In Appendix G, we have included letters of reference from three government agency clients for which we currently provide ReliaCard services that are of similar size and scope of the services as those outlined in this proposal.

	Reference 1	Reference 2	Reference 3
Reference Company	Kansas Department of Labor	Ohio Department of Job and Family Services	City of Roanoke Redevelopment and Housing Authority
Contact Name and Title	Chastity Dexter Benefits Manager	Brian McLoughlin Section Chief	David Bustamante Executive Director
Contact Phone Number	785-291-6103	614-466-0858	540-983-9241
Contact Email Address	Chastity.Dexter@ks.gov	brian.mcloughlin@jfs.ohio.gov	dbustamante@rkehousing.org

The industry-leader in helping government agencies expand electronic payment options

U.S. Bank built ReliaCard, our first prepaid card program, specifically to support state disbursement needs for child support programs. The premise was to provide an electronic payment option that could be used by every recipient, speed payment issuance and reduce the recipient’s cost and issues with cashing and managing checks. This pioneering effort was officially launched in 2001 with programs in Colorado and Washington. That innovative approach created the foundation for our entire line of prepaid card solutions as it provides an innovative, electronic payment option for the unbanked and underbanked population.

Based on these advantages and the practicality for adding prepaid cards as a payment option, the use of prepaid cards quickly expanded to other state government agencies including unemployment insurance, TANF, workers comp and many other agencies. Today, U.S. Bank supports 458 state and governmental agencies in 49 states/districts—more than any other provider. The vast number of state agencies that have selected U.S. Bank as their card provider positions us as the clear industry leader and experts in supporting multiple types of government payments—we are a trusted, full-service banking resource and specialize in creating customized programs that fit our client’s needs.



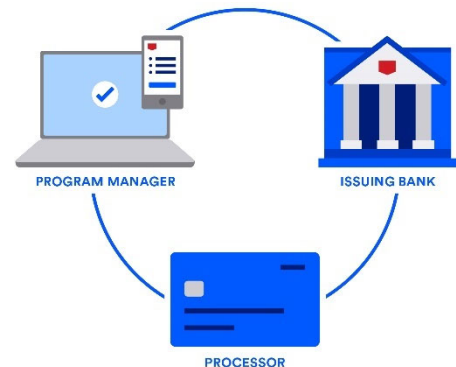
458 state and governmental agencies use U.S. Bank prepaid cards



The growth and nationwide use of ReliaCard can also be attributed to our ability to support our clients and cardholders. Our overall goal is to help our clients process disbursements faster and easier, and to provide a convenient, easy-to-use payment option for claimants. Whether we are working with new or long-term clients, our team has extensive knowledge and understands state agency needs. We continually focus on expanding our product offering with features that make everyday life easier for cardholders like adding email and text alerts, bill pay with pay anyone services, financial education resources and offering our highly rated mobile app for real-time account monitoring anywhere.

Experience where it matters most

ReliaCard offers a fully integrated solution. The entire prepaid value chain of issuing bank, program manager, processor and all other specialty functions are managed by our in-house experts, allowing us to maintain direct oversight of all aspects of the program. This provides our team with a greater degree of information exchange and enhanced data security which helps us maintain leading fraud control, confidently support federal and industry compliance standards and provide responsive, accessible customer support—all of which are aimed at protecting the Agency and your reputation.



We are also able to capitalize on internal expertise across the entire bank. From services like payment choice solutions and real time payments to full treasury management expertise, we have the expansive resources that a bank with more than 70,000 employees brings to our prepaid programs—the One U.S. Bank commitment.

A strong, trusted, financially sound bank forms the foundation of the ReliaCard program

U.S. Bank

- Fifth largest bank in the country
- Strong financial ratings
- 18.8+ million customers
- \$686 billion in assets

Payments: Merchant and Institutional

- Specialization in all types of payments: -Credit to prepaid to lock box and ACH
- Real time payments and payment choice solutions
- Cornerstone of U.S. Bank—25% of total annual revenue

Treasury and Payment Solutions

- Prepaid supports 458 programs in 49 states/districts
- 3,600+ clients across all card programs
- Our processing platform, FSV Payment Systems, is wholly owned by U.S. Bank

3.3. Vendor must be a state or national bank or state and federal savings and loan association that is approved as a designated state depository, or eligible to be a designated state depository, as provided by WV Code §12-1-2 and 12-1-3. <https://code.wvlegislature.gov/12-1/>

U.S. Bank National Association (U.S. Bank) is a national bank organized and existing under federal law (i.e., the laws of the United States). U.S. Bank is an approved designated depository with the West Virginia State Treasurer’s Office, having been the ACH processing bank since 2015.

3.4. Vendor must certify it does not engage in the boycott of energy companies as outline below:

“Boycott of energy companies” means without a reasonable business purpose, refusal to deal with a company, termination of business activities of a company, or another action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- (A) Engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy;
- (B) Engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
- (C) Does business with a company that engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy.

U.S. Bank does not engage in the boycott of energy companies as outlined above.

4. MANDATORY REQUIREMENTS

4.1 Mandatory Contract Services Requirements and Deliverables:

Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Electronic Payment Card (EPC) / Direct Deposit

4.1.1.1. The EPC must be accepted at more than 30,000 locations worldwide.

Exceeds requirement. The U.S. Bank ReliaCard can be used wherever Visa debit is accepted including 115,000 merchants in West Virginia, more than 11 million domestic and approximately 150 million merchants worldwide. Cardholders can also use their cards for purchases online or by phone.

4.1.1.2. The EPC must be accepted by any participating merchant that accepts VISA or Equal, MasterCard or Equal.

Meets requirement. ReliaCard is a Visa-branded electronic payment card (EPC) that operates within the Interlink and Maestro merchant networks, ensuring it can be used wherever Visa is accepted around the world.



4.1.1.3. The EPC must allow for PIN based and/or signature-based purchases.

Exceeds requirement. ReliaCard is accepted for signature-based, PIN-based and cash back transactions.

4.1.1.4. The EPC must perform through an operating ATM network and allow for withdrawal of cash through a normal ATM transaction.

Meets requirement. ReliaCard is configured to operate at any in-network ATM, which includes U.S. Bank, MoneyPass, Allpoint or SUM ATMs. It also can be used to obtain cash at any out of network Visa Plus ATM terminal. **Our ATM service supports withdrawal capabilities throughout West Virginia.**

4.1.1.5. The EPC should be valid for a period of thirty-six (36) months.

Meets requirement. ReliaCard cards are valid for three years (36 months). Cards nearing expiration are automatically reissued for all actively used accounts.

4.1.1.6. The EPC must be reloadable, meaning the Agency through the vendor can transfer additional payments to the card.

Meets requirement. All ReliaCard accounts are reloadable and allow the Agency to load additional funds as needed.

4.1.1.7. The EPC must have stored value; potential Agency weekly monies transferred to the card can range from \$24.00 - \$662.00. If multiple weeks are processed, this amount could be larger. The stored value on any card will vary depending on the amount the Agency transfers and the amount each cardholder removes. The average monthly amount of funds disbursed to each claimant is \$1,244.00. However, if the claimant receives weekly benefits, at the maximum weekly benefit amount, the disbursement would be \$2,648.00 per month.

Meets requirement. The Agency may send funds in any amount as often as needed. We will accept all loads as described above. There is no minimum balance or minimum load amount required when adding funds to the cards. The maximum daily credit limit is 100 transactions and \$250,000 per day.

4.1.1.8. The EPC will not have a line of credit associated with it.

Meets requirement. U.S. Bank prepaid cards do not incorporate a line of credit or have any ties to credit products or functionality. If a cardholder attempts a transaction for more than their balance, it will simply decline at the point of sale (at no fee to the cardholder).

4.1.1.9. The EPC must support Point of Sale and cash back option (not limited by the Agency).

Meets requirement. Cardholders can get cash back when making PIN-based point of sale transactions at participating merchants. When the cardholder makes a purchase, they can request cash back in the desired amount (above the purchase transaction). Cash amounts are subject to the merchant's limit, typically up to \$100.

4.1.1.10. The EPC must support on-line and phone purchase capabilities.

Meets requirement. Cardholders can use their ReliaCard to make purchases online or by phone.

4.1.1.11. The EPC must provide Real Time Transaction Processing.

Meets requirement. The ReliaCard program is processed in-house using our state-of-the-art processing platform, FSV Payment Systems (FSV)—a wholly owned subsidiary of U.S. Bank. The FSV platform uses proprietary technology built specifically for prepaid cards. This delivers the fastest possible processing speed and greatest cardholder experience—resulting in real-time processing. Cardholder transactions are processed and posted to the account immediately, ensuring an accurate available balance. That balance can be viewed using the ReliaCard website, mobile app, toll-free IVR, at an ATM or by two-way text.

4.1.1.12. The EPC must not require a bank account relationship or credit approval of the cardholder.

Meets requirement. All claimants are eligible to enroll in the program and do not have to undergo a credit check or have a bank account to get the ReliaCard.

In order to comply with the Bank Secrecy Act, USA PATRIOT Act and the Office of Foreign Assets Control (OFAC) standards, each cardholder will be put through an OFAC screening. In very rare cases, a claimant might appear on Office of Foreign Assets Control (OFAC) database. If this were to happen, U.S. Bank is bound by federal law and cannot allow them access to the ReliaCard program.

- 4.1.1.13. Vendor must provide cardholders with a secure system that operates 24 hours per day, 365 days per year; toll-free automated telephone access and web access that provides cardholders with the following services: card/account balance, transaction information, and the capability to report a lost or stolen card.

Exceeds requirement. The Agency's ReliaCard program will continue to have a dedicated, toll-free customer service number and a cardholder website through which claimants can check their balance, receive transaction history and report a lost or stolen card at any time 24/7/365. They can also access account information via the mobile app, email/text alerts and two-way texts.

24/7 account access via customer service center

Customer service is provided 24/7 in English and Spanish. When cardholders call our customer service center their call is answered immediately by our responsive IVR system. The IVR system allows cardholders to obtain transaction and balance information, report a lost or stolen card, complete routine service requests and speak to a customer service representative (CSR), if needed. We also offer an innovative visual IVR option which allows the cardholder to obtain a text containing a link to view the requested information on their smartphone, such as card balance and recent transactions.

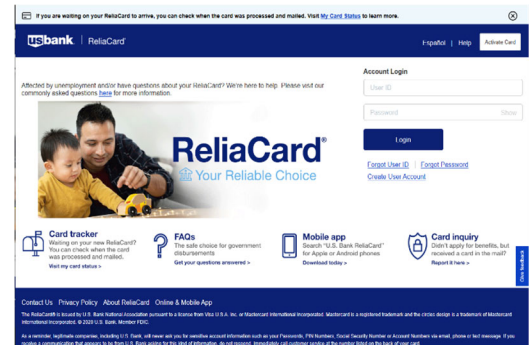
For those callers with more extensive questions or who would rather talk with a CSR, they can talk to a CSR for personal support. Typical requests handled by CSRs include:

- Report lost, stolen or damaged card
- Initiate a transaction dispute
- Demographic updates
- Non-receipt of card

24/7 account access via ReliaCard website

All cardholders will continue to have free and unlimited access to the ReliaCard website to manage their card account 24/7. Our cardholder website is built with responsive web technology that supports viewing on all device formats (computer, tablet, smartphone, etc.). It is available in both English and Spanish (in its entirety). Using this site, cardholders have direct access to their account and program resources including:

- View their balance.
- View pending and completed transaction history.
- Access in-network ATM map and listing locator.
- Sign up for and modify text/email alerts on deposits, purchases, low balances, new card mailings and more.
- Activate their card and set their PIN.
- Reset their PIN.
- Upload dispute documentation via the upload link.
- Update demographic information.
- Access the customer service phone number to report a lost or stolen card.
- View monthly statements.
- Access online bill pay services.
- Explore the Help Center for answers to frequently asked questions.
- Locate contact us information.



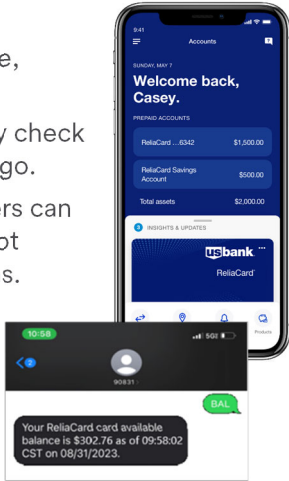
When the Agency provides the Social Security number with the enrollment file, our ReliaCard website offers enhanced customer service functionality including:

- **Card status tracker**—Allows the cardholder to track the status of their card before receipt (shows received file from state, card in production, card mailed statuses).
- **Card inquiry link**—To help assist in reporting ID theft/fraud, UI cardholders will now be able to report a card that may have been sent to them in error by using the website and following the steps outlined to notify us.

Additional 24/7 account access options

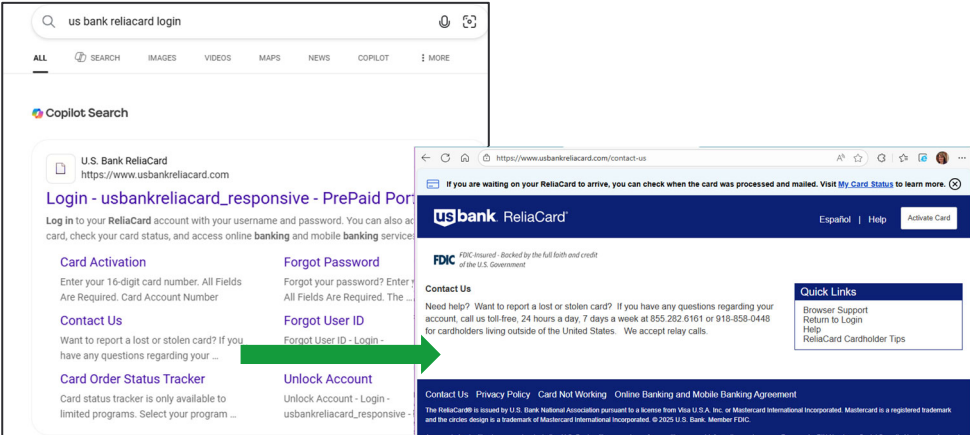
In addition to calling our customer service center and using the ReliaCard website, cardholders can access account information 24/7 using:

- **Mobile app**—For convenient access at any time, cardholders can proactively check their account balance, view transactions and access mini statements on-the-go.
- **Text and email alerts**—Via our cardholder website or mobile app, cardholders can enroll in 11 different automated alerts for a variety of notices including but not limited to load and purchase alerts, low balance alerts and recent transactions.
- **Two-way text alerts**—Cardholders can also check the status of their account in real time using two-way text alerts by texting a short code to receive the following information:
 - Current card balance.
 - Recent transactions.
 - Customer service number.
- **ATM balance inquiries**—ReliaCard users can obtain their card’s balance via any U.S. Bank, MoneyPass, Allpoint, SUM or Visa Plus ATM.

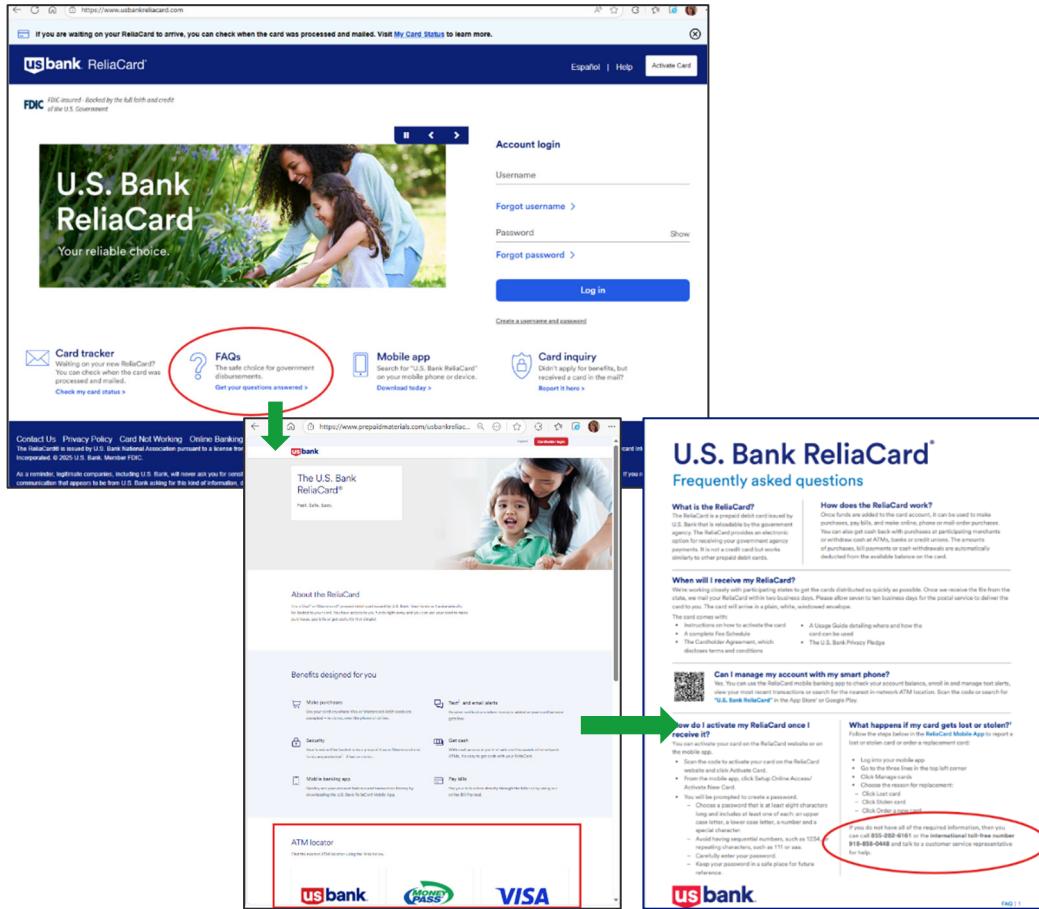


4.1.1.14 Vendor must provide a designated informational page on the vendor’s website for cardholders of the Agency unemployment payment cards that provides an accessible list of fees attributable to the unemployment EPC, a current list of in-network statewide ATMs, and detailed contact information for their customer service. The web page should be accessible without the cardholder having to create a login.

Meets requirement. Cardholders will continue to have full access to the ReliaCard website (usbankreliacard.com). The link is easily obtained from any browser’s search function. From the links provided, anyone can easily obtain our contact customer service for general inquiries (Contact Us link) or navigate to the ReliaCard website.



The ReliaCard landing page contains links to the FAQs and allows new cardholders to track their card status prior to delivery without having to log in. The FAQ document provides a wealth of information including links to ATM locators and detailed information on what to expect, how to manage the card and how to activate it.



Once the cardholder creates an account login, they are immediately brought to the West Virginia specific page which provides links to card’s fee schedule and the West Virginia specific customer service number.

4.1.1.14.1. The vendor must provide the Agency, prior to award, the vendor’s website hyperlink to the informational page referenced in 4.1.1.14.

Meets requirement. We will provide the Agency with a website hyperlink to the informational page referenced in 4.1.1.14.

4.1.1.15. Vendor must allow a new card to be requested by the Agency for next business day delivery, free of charge, upon the detection of vendor or agency error. Upon receipt of the agency’s email or telephone request, vendor will process card as follows:

4.1.1.15.1. Requests received prior to 3:00 PM Eastern Standard Times are to be processed the same business day.

4.1.1.15.2. Requests received after 3:00 PM Eastern Standard Times are to be processed the following business day.

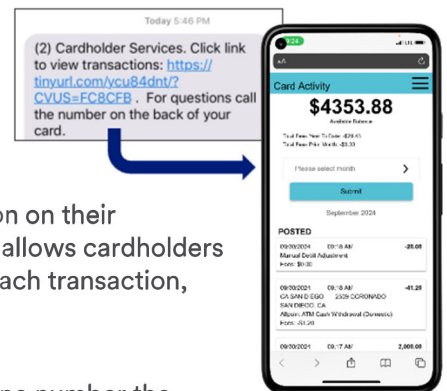
Meets requirement. Our client support team can facilitate special requests from the Agency to reissue a card due to an error. This type of card reissuance will be processed without charge. Client support will process any email or telephone requests they receive before 3 p.m. ET on the same business day. While email or telephone requests received after 3 p.m. ET are typically processed the next business day. We can help decrease the shipping time of the card by requesting expedited delivery.

4.1.1.16. Vendor must allow a new card to be requested by the cardholder in cases of a lost, stolen, damaged, etc. card; provide unlimited calls each month to a toll-free domestic customer service support which is located within the geographical boundaries of the United States with live representatives between the hours of 8:00 AM and 6:00 PM Eastern Standard Time Monday through Friday; the option to speak with a Live Customer Service Representative must be easily accessible from the main menu as a selection on the vendor’s toll-free line for cardholders.

Exceeds requirement. ReliaCard cardholders can make unlimited calls to our U.S.-based customer service center **24/7** without ever incurring a fee. This allows them to request a new card if their card is lost, stolen, damaged, etc. and gain access to the account information they need. We have found that cardholders are most comfortable speaking to a live representative to request a new card due to the sensitive nature of the information gathering required. Our IVR system allows them to easily select and reach a representative by pressing “0” at any time.

From the IVR system, cardholders are able to:

- Easily elect to speak to a live customer service representative
- Obtain account information (current balance and last 10 transactions including deposits and purchases)
- Activate their card and change/update their PIN
- Request a replacement card
- Enroll in alerts
- Access bill pay
- Request paper statements
- Access their account activity using Visual IVR–This innovative IVR menu option allows the cardholder to obtain a text containing a link allowing them to view the requested information on their smartphone, such as card balance and recent transactions. This allows cardholders to view multiple transactions and scroll through them to verify each transaction, offering a fast, visual way to monitor transactions.



To speed up the process for future calls, our IVR recognizes the phone number the caller is using and ties it to their card account. When the cardholder calls the IVR from that phone number in the future, they will not have to enter their full card number and can go straight to identity verification. If a phone number has multiple card accounts tied to it, the cardholder will be asked to enter the last four digits of the specific card they are calling about.

Reporting lost or stolen cards

Cardholders can report damaged, lost or stolen cards directly to us by calling our 24/7 customer service line. We have found that cardholders are most comfortable speaking to a live representative to request a new card due to the sensitive nature of the information gathering required. As is our standard security

practice, the CSR will reverify the cardholder's identity by requesting the last four digits of their Social Security number prior to deactivating the old card so it cannot be used.

When a cardholder calls customer service, the CSR will disable the current card and order a replacement card. When the recipient receives and activates their new card, the balance is automatically transferred from the old card, making it available as soon as the new card is placed into service. If a dispute is filed, a provisional credit for the lost amount will be applied in accordance with Regulation E.

4.1.1.17. Vendor must ensure that an answer from a live representative and the average on-hold time for the toll-free customer support is ten (10) minutes or less combined.

Meets requirement. Our standard time to answer is 80% of CSR-assisted calls will be answered within 60 seconds of the call being transferred from our IVR. This service level ensures that an answer from a live representative and the average on-hold time for the toll-free customer support is ten minutes or less combined.

4.1.1.18. Vendor must provide, at a minimum, English and Spanish options for all automated inquiries.

Exceeds requirement. The ReliaCard customer service center provides IVR and CSR support in English and Spanish 24/7. When cardholders call our toll-free customer service number, their call is answered immediately by our responsive IVR system. The IVR system begins with the cardholder being given the option to continue in either English or Spanish. If the cardholder is transferred to a CSR for assistance, they are directed to a CSR who supports the language they selected at the beginning of the call.

In addition, the ReliaCard website and mobile app are available in both English and Spanish in their entirety.

4.1.1.19. Vendor must notify the Agency within four (4) hours of any down time.

Meets requirement. Your U.S. Bank relationship manager, Paul Isaacson, or our client support team will let the Agency know in advance of any planned down time of any U.S. Bank systems. In the event an issue occurs that impacts cardholders, such as unplanned system down time, your relationship manager or our client support team will continue to inform you of the problem and how we are working towards a resolution.

4.1.1.20. Vendor must provide a monthly report of any down time in their customer service support. This report will only be necessary when down time occurs.

Meets requirement. When necessary, we will provide a monthly report of any down time in our customer service support.

4.1.1.21. Vendor must establish a unique ID number for each cardholder upon receipt of the Agency's daily enrollment data file.

Meets requirement. The Agency can continue to send us daily enrollment files using the secure batch file enrollment process that is sent via SFTP. Sending batch enrollment files allows you to continue to compile new account information for as many new participants as necessary and transmit the information in one file to U.S. Bank.

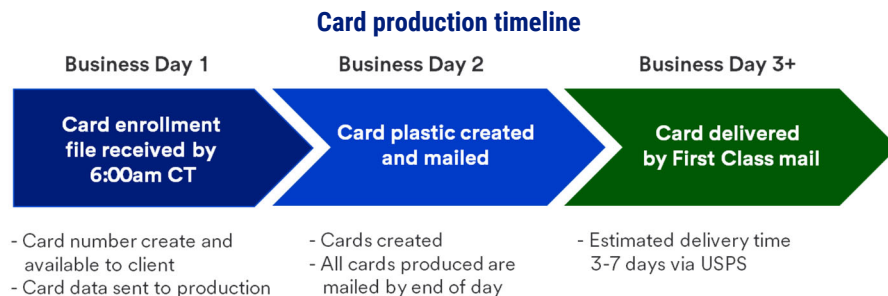
The enrollment file is processed with two hours of receipt. Upon processing, our system automatically generates a 13-digit funding account number for each individual card account and returns it to the Agency via SFTP. Within the returned file, each line item will have the new account number added for every successful record (in addition to a "success" message) or it will have a failure message and code appended. This provides the Agency with confirmation of what transpired on the processing platform and allows the Agency to fund the card account immediately upon receipt of the return file.

Since the card's PAN (16-digit number) and the account number are linked but not identical, there is no updating or reporting required when cards are replaced. The cardholder's 13-digit account number is used by the Agency to fund the card and remains intact when a card is replaced. This allows us to easily replace the card (if lost, stolen or expired) without affecting your funding workflow.

New account information is also available to your administrator the next day through the Card Account Detail report, which is one of our standard report offerings. This report provides a summary of cardholder information such as account and routing numbers, card ID, name, address, card status (active, inactive, etc.), mail date, fulfillment date, registration date, activation date and last load date.

4.1.1.22. Vendor must mail the initial card to the cardholder, at no cost, the following business day after receipt of the Agency's daily enrollment data file.

Meets requirement. Processing of the enrollment file automatically triggers card production. All enrollment files received by 6 a.m. CT are processed and sent for card production the same day. Personalized ReliaCards are then produced and shipped to each cardholder the next business day. New card packets are mailed first-class through the United States Postal Service (USPS). Our card fulfillment provider is a USPS hub, which helps to ensure prompt delivery of cards.



We reserve the right to conduct ID verification checks when potential fraud issues are encountered. This may affect the timing of card production. In which case, any SLAs for card production will begin after the additional ID verification has been completed.

4.1.1.23. Vendor must provide the ability to fund EPC's and accounts designated for direct deposit from the Agency's multiple bank account.

Meets requirement. Cards can be funded using the Agency's choice of bank accounts with no fee from U.S. Bank Prepaid. If the Agency decides to add or change an account, we simply need to update our system with the new bank account information prior to the Agency sending a funding file. This will mark the new account as a known remitter and allow the file to be processed as normal.

4.1.1.24. Vendor must provide a new card to the cardholder each time the name field is changed, at no charge.

Meets requirement. If the name on the current card is changed, a new card will be issued with the corrected information and provided at no charge.

4.1.1.25. Vendor must process files that load value and/or transfer funds to claimant’s designated method of payment, either direct deposit or EPC, by the next business day after the funds are sent by the Agency through Fedwire and are deposited with the vendor (Note: The vendor also receives a daily ACH file that contains pertinent information like effective date of deposit and enrollment files).

Meets requirement. U.S. Bank will continue to accept funds via Fedwire and process ACH files that load value and/or transfer to the claimant’s designated method of payment, either direct deposit or EPC accounts. We will continue to accept the instructional funding file. This encrypted file instructs U.S. Bank on how much money to load to each EPC card or direct deposit account. Funds are then processed by the next business day after receipt by U.S. Bank.

4.1.1.26. Vendor must provide monthly statements by US mail to the cardholder, at no charge, if the cardholder requests paper statements; on-line statements are to be provided at no charge to the cardholder.

Meets requirement. Monthly statements are always available to the cardholder at no charge online via the ReliaCard website or by requesting mailed statements. From the website, they can view all current card activity and monthly statements for the prior 24 (closed) months. This allows them immediate access to 25 months of account details. Monthly statements are posted at the beginning of each month.

From the Manage Money tab/page, the cardholder can scroll down to the bottom of the Monthly Statement and select:

- **Go Paperless**, which allows them to elect online statements or receive mailed statements.
- **Request a Mailed Statement** allows them to request a statement for any single completed month (any month up to 24 months prior).
- **Print a 3-month Range** allows them to select a range of dates, up to three months in duration, for sorting and printing.

Print Options:

4.1.1.27. Vendor must provide text alerts for deposits credited to the card if the cardholder enrolls for text alerts on the vendor’s website.

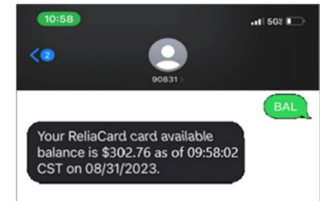
Exceeds requirement. Using the ReliaCard mobile app or website, cardholders can enroll in up to 11 different alerts to keep them up-to-date and well-informed of card activity including new deposits. Text and email alerts are an extremely popular feature among our current cardholders. On average, 7.5 text alerts and 3 emails are sent per active card per month. For their convenience, cardholders can also opt-in to the card load alerts from the IVR menu.

On average, 7.5 text and 3 email alerts are sent per active card per month

Automated text and email alerts	
Welcome Alert	When the cardholder has successfully enrolled in alerts.
Deposit Alert	When funds are loaded to the card (includes the new available balance).
Transaction Alert (any debit)	When a point-of-sale (POS) transaction is posted to their account (includes the new available balance).
Low Balance	When the available balance on the card falls below a set minimum.
Purchase Alert	When each point-of-sale (POS) pre-authorization transaction is posted to the card account (includes the new available balance).
Purchase Decline	When the card is declined at ATM or POS (includes the available balance).
Pre-Authorized Transaction	When a debit, such as a POS transaction, has occurred that meets the minimum amount entered by cardholder.
Card Not Present Purchase	When a purchase has been made without physically swiping/ inserting the card.
International Transaction	When the card is used outside the 50 United States.
Card Shipped Alert	When the card has been shipped.
Informational Alerts	Informs cardholders about new features and benefits associated with their card accounts.

We also offer two-way text alerts. Cardholders can text a short code to receive the following alerts:

- Card balance
- Recent transactions
- Customer service number



4.1.1.28 Vendor must establish an automated procedure for an electronically secure data connection to accept the data file transmission daily (i.e., new enrollments, address, and telephone updates), requiring no additional manual entry of data by the Agency after initial claim entry. The vendor must have an easily accessible audit trail of all such transactions.

Meets requirement. The Agency can continue to use the existing SFTP connection and use PGP encryption for automated enrollments, synchronization of demographic changes and other file exchanges. This allows automated file transmissions to be sent directly to our secure server and eliminates the need for manual entry. The SFTP response files provide an audit trail of all enrollments and demographic updates.

Additional reporting is available on the administrative website to monitor loads and other critical information. The Agency can also access two reports that provide information on what date enrollments and funding occur to support auditing of program activity. The New Card Registrations report lists newly registered or ordered cards and provides card ID, account and routing numbers, cardholder demographic information, card registration date, mailing date, last load date, card status and identify verification status. The Card Load report provides information regarding the loads and reversals made to/from cardholder accounts including ACH, batch and funding/adjustment account transfers. Information includes the cardholder's name and unique 10-digit card ID, along with the funding/reversal amount and transaction description (source).

4.1.1.29. Vendor must provide the capability and work with the Agency to automate the daily enrollment file and provide a daily report of the enrolled cardholders on a spreadsheet.

Meets requirement. We will continue to support automation of daily enrollments using the comma-delimited spreadsheet in place today and SFTP file exchange. The SFTP confirmation file and the daily Card Activity Detailed report are available via the administrative portal to confirm enrollment of cardholders and will continue to be provided as they are today. If the Agency requests a change in this process, we will work with you to create a mutually agreeable solution.

4.1.1.30. Vendor must establish, in conjunction with the Agency, an interface for the receipt of batch information daily via automatic file transfer that requires no prompting by the Agency.

Meets requirement. We will continue to support the established SFTP interface for batch information exchange. Continuing to send these files via SFTP supports automatic file transfers that require no prompting by the Agency.

4.1.1.31. Vendor must comply with all state and federal banking regulations and laws.

Meets requirement. U.S. Bank is fully compliant with all state and federal banking regulations. Our ReliaCard plastics are both Regulation E and Visa compliant. We have designed all our prepaid cards so implementation and daily operations fully comply with the regulatory requirements by which we, as a financial institution, must abide. They are also set up to enable our clients to be compliant with applicable laws regarding the issuance and use of prepaid cards. A detailed list of regulations with which we comply is included below.

- Banking, Financial and Processing Compliances
- Office of the Comptroller of Currency (OCC)
- Office of Foreign Assets Control (OFAC)
- Bank Secrecy Act
- USA PATRIOT Act
- Card Act
- Gramm Leach Bliley Act
- Consumer Financial Protection Bureau (CFPB)
- Anti-Money Laundering (AML) laws
- Customer Identification Program (CIP)
- Know Your Customer (KYC) laws
- Regulation E
- Visa and Regulation E plastics compliance
- NACHA ACH funding and reversal methodologies
- FDIC-insured
- Data security standards and compliance
- Visa PCI-DSS
- Mastercard SDP compliance
- SOC certification

4.1.1.32. Vendor must be a designated depository in accordance with the WV State Treasurer's Office requirements and guidelines.

Meets requirement. U.S. Bank is an approved designated depository with the West Virginia State Treasurer's Office. We have been the ACH Processing Bank since 2015. U.S. Bank is also the purchasing card provider for the State that is managed by Auditor's Office, along with being the prepaid card provider for State employees' payroll and State pension payments.

4.1.1.33. Vendor must not deny enrollment to any Unemployment Insurance (UI) claimant referred by the Agency for participation in the EPC program. Claimant is not a cardholder until enrollment has occurred.

Meets requirement. Only those claimants enrolled by the Agency will be participants of this ReliaCard program. All claimants are eligible to enroll in the program and do not have to undergo a credit check or have a bank account to get the ReliaCard.

In order to comply with the Bank Secrecy Act, USA PATRIOT Act and the Office of Foreign Assets Control (OFAC) standards, each cardholder will be put through an OFAC screening. In very rare cases, a claimant might appear on Office of Foreign Assets Control (OFAC) database. If this were to happen, U.S. Bank is bound by federal law and cannot allow them access to the ReliaCard program.

4.1.1.34. Vendor must not allow the cardholder to make deposits or add value to the card.

Meets requirement. Our ReliaCard program is set up as a non-portable program, ensuring only funds initiated by the Agency are allowed. Neither the cardholder nor any other entity is permitted to add funds to these ReliaCard accounts. Credits from merchants who are making refunds of authorized purchases or corrections for erroneous or canceled transactions will be allowed.

4.1.1.35. Vendor must not allow the cardholder to obtain checks or negotiate checks against the card.

Meets requirement. The ReliaCard program does not incorporate the use of paper checks. Therefore, cardholders will not be able to negotiate checks against the card account.

4.1.1.36. Vendor must allow the Agency to approve all instructional material associated with the card; (approval must be received by WorkForce West Virginia before any materials are distributed to the Cardholder) and provide the Agency all finalized and approved educational and instructional material prior to distribution of the cardholder.

Meets requirement. As we move forward into the next contract period, we are committed to working with you in the ways you need to ensure success for your program, including providing marketing materials that support your communication needs and provide essential program information to your claimants. If your current materials (i.e., announcements on the Agency's website, pre-acquisition disclosure and other information needed as part of the initial benefits application, FAQs or other materials) require updating during the contract period, we will work with you to help keep them current. All materials will be submitted to the Agency for review and approval prior to distribution to the cardholder.

4.1.1.37 Vendor must provide the cardholder, at the time the card is mailed, a list of all potential charges/fees that may be incurred, along with a packet of instructional materials. Packet should include, but not limited to, a wallet-sized fee schedule, vendor terms and disclosures, card activation instructions and instructions for selecting a PIN, usage of the card (everyday purchases, credit/debit transactions, withdrawals, etc.), frequently asked questions, safety tips, and customer service contact information. The instructional materials must indicate that the card is being issued in relation to an unemployment claim filed with WorkForce West Virginia.

Meets requirement. Cardholders will continue to receive a card packet that includes their new card and various educational materials. We supplement the card packet with additional communication efforts to reinforce how to use the card and promote safety. This information is sent via email and posted to the ReliaCard website as notices and informational videos. In lieu of wallet sized fee schedules, fee information is sent with the card packet, posted as a link on the ReliaCard website and provided by the Agency with the preacquisition disclosures. The card packet currently includes:

- The new card.
- Fee schedule.
- Card carrier which provides instructions on how to activate the card, customer service details, and other key information.
- Informational brochure covering usage of the card for everyday purchases, credit/debit transactions, withdrawals, etc.
- Privacy pledge.
- Cardholder agreement that includes our customer service toll-free number.
- Additional insert indicating the card is issued in relation to an unemployment claim filed with the Agency.

All materials are provided in English and Spanish and are designed to be easily read and understood by the new cardholders. In addition, we will continue to provide all required pre-acquisition documents to the Agency including the Prepaid Rule Disclosure and Fee Schedule.

The collage includes several key documents:

- U.S. Bank ReliaCard® Fee Schedule:** A table listing various fees such as ATM Withdrawal, Card Replacement, and Monthly Service Fees.
- THE RELIACARD® CARDHOLDER AGREEMENT:** A legal document outlining the terms and conditions for using the card.
- FACTS: WHAT DOES U.S. BANK DO WITH YOUR PERSONAL INFORMATION?:** A document explaining how personal information is collected and used.
- Welcome to your U.S. Bank ReliaCard®:** A card with QR codes and instructions for activation.
- U.S. Bank ReliaCard®:** A card with the slogan "Your reliable choice to receive your government disbursements".

At the bottom left, there is a red box with a warning icon and the text: "IMPORTANT: If you didn't apply for unemployment benefits and received this card in error, please contact WorkForce West Virginia at reportunemploymentfraud@wv.gov or 1-800-252-JOBS (5627) option 5 to report it. U.S. Bank only issues ReliaCards at the direction of the state unemployment agency."

Educating cardholders on features of the card program

As part of our ongoing communication efforts, new cardholders will continue to receive introductory educational emails on the card program. These attractive, informational emails are sent for four weeks after the cardholder is enrolled. As outlined below, each email is designed to educate the cardholder on program's features, usage and other helpful hints.

- **Welcome**—Introduces cardholders to the ReliaCard and provides an overview of automatic funds deposits.
- **Use of the card**—Gives details on lost/stolen card protections, how to keep track of deposits/ purchases and tools to help manage your card.
- **Enroll in alerts**—Instructs the cardholder how to enroll in text or email alerts.
- **Mobile app**—Presents the ReliaCard mobile app as a tool to manage everything at your fingertips, including balance and transactions.

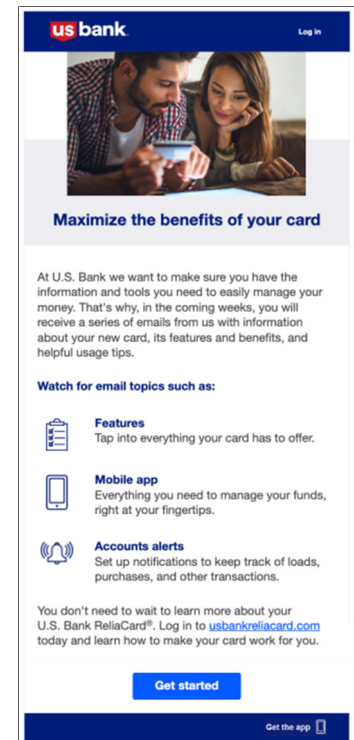
Educational videos available to inform cardholders

Cardholders will also have access to video clips that are posted to our cardholder website and available via our visual IVR. New cardholders have the option to receive informational video clips via text as an option in the IVR's Expanded Account Lookup and/or Card Activation menu. If the caller selects the option, the IVR sends a text message to the cardholder with a link that will play the informational videos. Video clips are available on several topics including:

- Tip 1: Finding a surcharge free ATM
- Tip 2: View account information 24/7
- Tip 3: Fast and easy access to funds
- Tip 4: Use it for purchases and transactions
- Tip 5: Withdraw cash
- Tip 6: Bill payment function

Fraud identification education efforts for cardholders

In an effort to proactively alert cardholders to potential fraud trends, we provide notices in the form of an insert into the new card packet. We also provide a notice on the login page of our website alerting individuals to report receipt of a card they did not apply for and in our FAQ documentation. We also conduct periodic email campaigns educating new cardholders on how to protect your card.



Card packet insert



Email notices



Website notices



4.1.1.38. Vendor must provide the Agency with a designated code Reference Sheet that lists the banking codes associated with the following transactions:

4.1.1.38.1. Approval Codes, Type Codes, Card Status Codes, Account Status Codes, Program Types, Primary/Alternative Codes, POS Terminal Error Codes and Client (Customer) Search Codes.

Meets requirement. We will continue to provide the Agency with a code reference sheet detailing approval codes, type codes, card status codes, account status codes, program types, primary/alternative codes and client (customer) search codes to ensure complete understanding of the program.

4.1.1.39. Vendor must mail the EPC card and all correspondence to the cardholder in envelopes that indicate the mailing is coming from WorkForce West Virginia rather than the financial institution, to avoid inadvertent disposal of mailings due to the assumption of the mail being “junk” mail or solicitations. The vendor’s mailing address will be the return address.

Meets requirement. We will continue to include the Agency’s name in the return address section of the envelope which also includes our mailing address for returned mail. This ensures the card mailing is clearly identified as coming from the Agency to avoid inadvertent disposal of the mailing.

4.1.1.40 Vendor must obtain approval from the Agency at least thirty (30) days in advance of any changes in policy affecting cardholders.

Meets requirement. We aim to provide as much advance notification to the Agency of any change in policy affecting cardholders as possible. Generally, this exceeds your requirement of at least 30 days prior to the effective date of the change.

4.1.1.41. Vendor should provide the Agency with a minimum of forty-four (44) days advance notice of any changes required by law, regulations or guidance. Also, the Agency should receive advance notice of any changes due to the best practices and reserves the right to approve them.

Meets requirement. U.S. Bank will continue to provide the Agency with 45 days advance notice, or as much notification as possible, of any announced changes that may affect cardholders or their accounts, as well as changes to laws, regulations or guidance required by state or federal laws. We are always actively monitoring the regulatory landscape. We also communicate any changes in best practices via email by our relationship manager.

4.1.1.42. Vendor must notify the cardholders at least thirty (30) days in advance of any changes in policy that affect them.

Meets requirement. As a standard policy, U.S. Bank complies with Regulation E notification requirements including communicating policy changes to cardholders within at least 21 days or more. In the rare instance of program or policy changes affecting cardholders, we aim to notify cardholders at least 30 days in advance of the changes taking effect. Additionally, verbiage and content regarding the change may also be provided on the ReliaCard program website, automated IVR and through live customer service to ensure maximum coverage.

4.1.1.43 Vendor must reinstate suspended/deactivated vendor designated cardholder ID accounts at the request of the Agency within two (2) business days. Additionally, if the accounts were suspended/deactivated due to actions taken by the vendor, the vendor must contact the claimant to resolve the issue, at no cost to the claimant.

Meets requirement. U.S. Bank, as appropriate, will continue to work with the Agency to reinstate suspended/deactivated cards within two business days. Note, some accounts cannot be reactivated due to regulations or policy (OFAC, AML, fraud, etc.). If a cardholder has their account suspended/deactivated by U.S. Bank, we will work directly with the individual to resolve the issue. They will not be charged a fee for this service.

4.1.1.44. Vendor must notify the Agency if a card is never activated after twelve (12) months yet was funded during the twelve (12) months and not funded during the previous six (6) months.

Meets requirement. Our system tracks and reports on card activation timing as well as all individual funding transactions and is available through reports on the administrative website.

4.1.1.45. Vendor must return the funds to the Agency from all inactivated funded cards, using the Balance Return Report.

Meets requirement. We will continue to work with the Agency to ensure funds from all inactivated funded cards are returned to the Agency. We offer a robust return of funds program that enables us to input the Agency's specific requirements for never activated cards and automated a return of funds

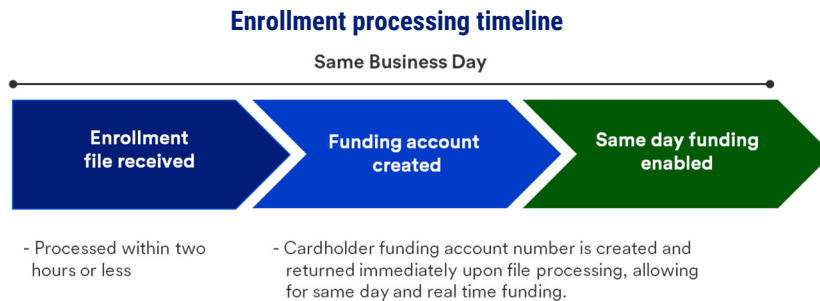
report. Our automated technology identifies cards meeting the not activated after one-year criteria and generates a report summarizing accounts. We can then sweep the appropriate payments off the card account when we receive your approval. Paul will continue to coordinate the return of funds to the bank account of the Agency's choosing.

4.1.1.46. Vendor must notify the Agency when returned funds are returned provisionally (pending fill availability of funds).

Meets requirement. Paul Isaacson, your relationship manager, will continue to work very closely with you and provide notification when funds are returned to the Agency. We will continue to use our established monthly return of funds process in which cards are identified and unloaded. The Agency will receive a detailed report via email explaining which cards were unloaded.

4.1.1.47. Vendor must begin accepting initial deposits from the Agency no later than five (5) days after the receipt of the electronic daily enrollment data file transmission, which establishes the cardholder's unique ID number and initiates the mailing of the initial EPC card.

Exceeds requirement. When the daily enrollment file is received from the Agency, it is processed **within two hours of receipt**. When the file is processed, a new card account is created for each record. The card account information is appended to the data file and returned to the Agency in the acknowledgement file sent back via SFTP. This allows the Agency to begin funding the ReliaCard accounts immediately upon receipt of the acknowledgement file, which can be the same day as the account is established.



4.1.1.48. Vendor must allow the cardholder to establish a four (4) digit PIN during the debit card activation process.

Meets requirement. Cardholders are responsible for setting up their own four digit Personal Identification Number (PIN). We do not preset the code. During the card activation process, the cardholder will be prompted to create a 4-digit PIN.

4.1.1.49. Vendor must allow the cardholder to choose and change the PIN.

Meets requirement. Cardholders are required to choose their own PIN and have the ability to change it at any time.

To maintain the security of the Agency's ReliaCard program, we follow industry leading security procedures and protocols, including only distributing cards as inactive and requiring cardholders to activate the card and select a unique PIN once they receive it. The cardholder can activate the card and choose their PIN by scanning the code on the activation sticker which will take them to the

cardholder website, or they can use the mobile app or call our customer service center. The card activation process will require them to select a four digit PIN.

Ongoing PIN Changes

Cardholders can change their PIN at any time through the IVR, secure website or mobile app. The cardholder must know the last four digits of their Social Security number and have the CVV available from the back of their card in order to change their PIN.

4.1.1.50. Vendor must provide the Agency with the methodology used to ensure the cardholder’s account is secure regarding Personal Identifiable Information (PII) and allow the Agency to approve security measurements prior to implementation.

Meets requirement. To protect the sensitive personal information of your cardholders, the Agency will continue to have the backing of U.S. Bank’s multi-faceted security program that focuses on end-to-end security, ranging from employee training and protocols to the security features within our data processing centers. We currently incorporate the following data security systems into our processing:

Security governance controls

- PCI Assessment
- SOC 2 Type II (SSAE 18)
- Annual issuing bank due diligence reviews
- Annual IT risk assessments
- CISSP
- ISO 22301 (Business Continuity and Resiliency)

Network controls

- Cisco firewalls
- IBM Proventia IDS
- IBM Proventia file integrity monitoring
- Qualys internal and external vulnerability scan
- SFTP with DMZ proxy

Application controls

- Third party penetration testing
- OWASP and application testing by Whitehat
- Development peer reviews
- Oracle advanced security database encryption
- PGP encryption
- Centralized logging

Infrastructure systems controls

- CIS modeled configuration guides
- Role-based access control
- Centralized logging – alert logic
- Tripwire file monitoring
- Anti-virus, anti-malware
- Change control

U.S. Bancorp products and services are highly data-driven and have a continuous focus on cybersecurity. We participate in multiple industry working groups focused on sharing cybersecurity information and leads the Financial Services Information Sharing and Analysis Center (FS-ISAC), a financial services sector classified information-sharing working group. Technology Services provides critical cyber protection services to the enterprise. Specifically, they have programs and management practices in place to evaluate and manage cyber risks, including:

- | | |
|--|---|
| • Security Governance program | • Patch Management program |
| • Executive strategy and communication | • Vendor Risk Management program |
| • Risk Assessment program | • Data Classification program |
| • Security architecture management | • Data Loss Prevention (DLP) program |
| • Role-Based Access Management program | • Security Baseline Compliance program |
| • Security Monitoring Activities/Incident Management program | • Endpoint protection and malicious activity management |
| • Security Awareness and Training program | • Network security management |
| • Threat and Vulnerability Management program | |

In addition, we employ a layered security approach to protect customer and personal data aligned with global standards and regulatory requirements:

- **Access Control and Classification**—Data is classified and protected under strict role-based access controls and multi-factor authentication.
- **Encryption**—All sensitive data is encrypted in transit and at rest using TLS 1.2 and AES-256.
- **Compliance Framework**—Our program adheres to GLBA, PCI DSS, GDPR and other applicable regulations, supported by documented policies and regular audits.
- **Monitoring and Incident Response**—Continuous monitoring, vulnerability scanning and a formal escalation process ensure rapid detection and resolution of security events.
- **Third-Party Risk Management**—Vendors are vetted through a stringent TPRM program and required to comply with our security standards.

We implement policies, procedures and tools addressing encryption and certificates management, secure firewall rules management, network boundary protection, and compliance monitoring to identify and remediate deviations.

4.1.1.51. Vendor must work with the Agency to develop and construct security measures to verify the authenticity of the cardholder prior to the activation of the card.

Meets requirement. We will continue to work with the Agency to ensure our security measures verify the authenticity of the cardholder prior to the activation of the card.

As part of the card activation and registration process for both the website and the mobile app, cardholders must verify their identity by submitting the following pieces of identification information:

- 16-digit card number.
- An Agency-approved unique ID number such as date of birth or last four digits of the Social Security number.
- CVV number from the back of the card.

Once they have identified themselves, the cardholder will be required to select a four-digit PIN. At this point, the card is active and available for use.

The cardholder is then given the option to set up their online account. If they opt to continue, they are prompted to enter their mobile phone number and will be sent a one-time passcode which must be entered before moving to the next step. Once the passcode is entered, the device is linked to the account and verified upon future logins for increased security. They will then choose a unique user ID and password. For the cardholder's convenience, the same credentials are used when logging in to either the website or mobile app. Real-time digital fraud monitoring techniques are incorporated for future web and mobile app log ins and when making any financial transaction.

To activate the card using the secure IVR, the cardholder calls the toll-free customer service number printed on the card. They must enter the card's 16-digit number and verify their identity by entering the Agency-approved unique ID number (i.e., date of birth or last four digits of their Social Security number) and the CVV code from the back of their card. Once validated, the cardholder will be prompted to select a PIN for continued security.

4.1.1.52. Vendor must deny/disallow any and all transactions that cause the cardholder to exceed the stored amount available on the card.

Meets requirement. The ReliaCard program does not offer a line of credit so cardholders cannot purposely overdraw their card account. Card accounts are configured so that any attempted transaction that may exceed the available card balance or the balance plus any applicable preauthorization offset (e.g., restaurant tip) will decline.



While our cards do not offer a line of credit, the card program offers the flexibility of hospitality and rental purchases that include the slight risk of the cardholder exceeding their available balance. This risk is due to the “preauthorization” component of certain transaction types that are left open until the final total is determined by the cardholder. To manage these transactions, cardholders can enroll in text and email alerts via the cardholder website, which includes an alert for pre-authorized transactions when they are posted to the card account (including the new available balance).

Examples of pre-authorized transactions include:

- **Pay-at-the-pump automated fuel dispensers (AFDs)**—If cardholders use their card at an AFD, some locations may apply a hold up to \$75 when the transaction is initiated. This hold may take up to four days to clear. This hold can be avoided by paying the cashier inside for their gasoline purchase at those locations.
- **Hospitality establishments (hotels, restaurants, etc.)**—Depending upon the policy of the establishment, an amount equal to the transaction total plus as much as an additional 20% may be suspended until actual settlement is processed again. This may take up to 48 hours to clear.
- **Rentals**—When the final amount is not known at the start of the transaction, a pre-authorization amount may be applied against the account balance. An additional charge can occur after drop-off due to damage or late returns.
- **Merchant forced post**—A transaction posted to the account after the original, sometimes to correct an error or to add for damage (i.e., rental establishment).

The Agency is not responsible for any overdrafts that may occur. If an overdraft occurs, the account will go negative and that deficit amount will be applied to the account balance when additional funds are deposited to the cardholder’s account. If no further funds are deposited, U.S. Bank will absorb the loss.

4.1.1.53. Vendor must allow the cardholder a minimum of two (2) attempted transactions per month that are denied for insufficient funds at no cost.

Exceeds requirement. The cardholder will not incur any fees for a card transaction that is denied for insufficient funds regardless of the number of declines that occur within any given month. ReliaCard programs are configured so that any transaction attempt(s) that would exceed the available card balance will always decline (fee free).

4.1.1.54. Vendor must allow the cardholder unlimited balance inquiries per month within the vendor’s ATM network at no cost.

Exceeds requirement. An unlimited number of balance inquiries can be performed at any in-network or out-of-network ATM at no cost to the cardholder, exceeding your requirements.

4.1.1.55. Vendor must allow for withdrawals at a VISA or Equal or MasterCard or Equal network teller window at no cost.

Meets requirement. Over-the-counter teller withdrawals are available as a free and unlimited service at any Visa-affiliated financial institution, which includes 734 locations throughout West Virginia and 84,850 locations nationwide. Cardholders can withdraw up to the available card balance or teller limit at any Visa-affiliated bank or credit union branch. Our partnership with Visa makes this a very simple process. Cardholders will need to know the exact balance of their card (or request an amount less than the balance so the card does not decline). They may also have to present a valid photo ID to withdraw their funds. Please see the flyer below explaining this feature to the cardholders and their local Visa affiliated bank and tellers.

Visa® Bank Teller Service

Take this notice and your U.S. Bank ReliaCard® with you to the bank if you need a teller-assisted withdrawal.

In brief:
 Visa prepaid cardholders are allowed to withdraw the cash from their prepaid card.¹ This is a manual cash disbursement that Visa Member Banks must honor on all valid Visa cards whether the card is embossed or unembossed, personalized or not personalized with the cardholder's name. No surcharge or other fee should be added to the transaction amount. Do not refer cardholders to ATMs for service.

Important note: Visa prepaid card programs are expanding
 The use of Visa prepaid cards distributed by corporations and government/state agencies to disburse wages, benefits, and corporate incentives is expanding quickly as Visa Members and business partners introduce new prepaid programs. These cards provide significant benefits to Visa Member Banks, their corporate and government clients, and consumers.

The Visa U.S.A. Inc. Operating Regulations require that members authorized to provide cash disbursements make manual cash disbursements to other issuers' Visa cardholders, even if the cardholder does not have an existing banking relationship with that member.¹

Members are reminded that manual cash disbursements require only one piece of positive identification (such as a valid passport, driver's license or government identification card with picture) to validate the cardholder's identity. The signature on the Visa card must also be compared with the signature on the transaction receipt.

Members are reminded that they must comply with this requirement and all other requirements of the Visa U.S.A. Inc. Operating Regulations concerning manual cash disbursements.¹

Attention cardholder:
 If you are unable to get cash from your prepaid card at a bank branch that accepts Visa, or if you are charged a withdrawal fee in error, please call Cardholder Services using the toll-free number on the back of your Visa prepaid card.

¹ Certain conditions may apply to cash disbursements in accordance with Visa U.S.A. Inc. Operating Regulations and Visa Prepaid Card program guidelines.
 The ReliaCard is issued by U.S. Bank National Association pursuant to a license from Visa U.S.A. Inc. ©2025 U.S. Bank. Member FDIC.

4.1.1.56. Vendor must allow the cardholder to update addresses with the vendor and the vendor then provide the Agency with a daily electronic data file containing all address changes. This transaction will be a part of the audit trail stated in 4.1.1.28.

Meets requirement. Cardholders may update their address on the ReliaCard website or mobile app, or by calling customer service. We maintain address updates and other account information between your system and ours using the daily indicative change report. This report is updated nightly and available daily to synchronize our cardholder databases.

4.1.1.57. Vendor must provide the Agency with the capability to view information specifying when a card is returned by the United States Postal Service as undeliverable. This transaction will be part of the audit trail stated in 4.1.1.28.

Meets requirement. When a card mailing is returned as undeliverable, our card production staff scans, processes and records the returned mailing in our central database. It is reported to the Agency on the next day's Card Account Detail report. This report is available daily on the administrative portal for your administrators to view at their convenience.

During this process the card itself is canceled and destroyed but not the underlying account, allowing us to reissue the card without affecting the funding account number. All funds associated with this account remain posted to the underlying card account in keeping with consumer funds ownership regulations. When a new card is issued, the new card's 16-digit card number (PAN) will be linked to the original funding account number for that cardholder.

Based on our security and red flag validation check policies, our card production staff does not auto correct the address information and re-send the card, since it would bypass these security requirements. In addition, following this process helps ensure the address change creates a long-term correction to the database instead of for a single mailing, which would occur if the address was adjusted only at the point of card production. Cardholders are required to update their address by contacting the Agency or our customer service directly and requesting a new card be sent to them.

4.1.1.58. Vendor must send a daily data automated enrollment return file which informs the Agency that the account is open, and deposits can be made on whatever schedule the Agency chooses.

Meets requirement. To ensure claimants receive their cards promptly, the Agency will continue to send U.S. Bank batch enrollment files on a daily basis. All data provided using the batch upload process will continue to be returned via a confirmation file posted to your SFTP site. Within the returned file, each line item within the file will have the funding account number and a confirmation or failure message appended to the line item to provide the Agency with confirmation of what transpired on the processing platform. Your administrator will also have access to this information using the Card Account Detail report which provides the account and routing numbers, card ID, name, address, card status (active, inactive, etc.), mail date, fulfillment date, registration date, activation date and last load date.

4.1.1.59. Vendor must provide one (1) free new card issuance per cardholder per year to replace lost or stolen cards. The new card must be mailed no later than the next business day following the vendor's receipt of information required by Federal Law.

Exceeds requirement. We do not charge the cardholder for replacement cards. All replacements, including those issued due to being lost, stolen or damaged, are provided at no charge

Replacement cards are sent via first class mail as soon as the next full business day following the cardholder's request. When the cardholder receives and activates their new card, the balance is automatically transferred from the old card, making funds available as soon as the new card is placed into service.

4.1.1.60. Vendor must allow no limits on ATM withdrawals per cardholder per month from the vendor’s ATM network at no cost.

Meets requirement. Cardholders can make cash withdrawals at any in-network ATM at no cost as needed. We do not set any limits on the number of free withdrawals allowed per month. However, to reduce the likelihood of fraud on cards, we set daily transaction limits at POS, ATMs and bank tellers. Current transaction limits are noted in the chart below.

ReliaCard transaction limits	
Maximum card balance at any time	\$250,000
Maximum daily debits	20 transactions and \$2,050 per day
ATM withdrawals	10 transactions and \$1,025 per day
Point of sale purchases at the (including cash over the amount of purchase)	20 transactions and \$2,050 per transaction
Teller cash withdrawals (at Visa member banks) (Financial Institutions may have lower limits)	2 transactions and \$1,525 per day
Maximum daily credits	100 transactions and \$250,000 per day
Returns and refunds	May not exceed 4 transactions per day
Bill pay transactions	10 transactions and \$2,000 per day 10 transactions and \$3,000 per week 20 transactions and \$5,000 per month

4.1.1.61. Vendor must not allow cardholder information to be used for commercial solicitation purposes.

Meets requirement. Cardholder privacy and security is a core value for U.S. Bank. As a standard policy, U.S. Bank does not share or sell cardholder information for commercial solicitation purposes.

4.1.1.62. Vendor must have systems disaster support available to restore card value card service which include:

4.1.1.62.1. Backup and recovery capabilities.

Meets requirement. The U.S. Bank enterprise resiliency program is ISO 22301 certified. The program, which includes Business Continuity/Disaster Recovery and Vendor Resiliency programs, is annually audited by our independent internal audit division, as well as the ISO certifying agency. As a regulated financial institution, U.S. Bank and its resiliency program are also periodically reviewed by the relevant governing agencies, including the Federal Reserve Bank (The Fed) and the Office of the Comptroller of Currency (OCC).

4.1.1.62.2. Security and emergency arrangements.

Meets requirement. U.S. Bank’s Business Continuity Plans are developed and maintained to address operational resiliency and recovery strategies for such events as pandemic/high employee absenteeism, natural and man-made hazard impacts, technology outages and other business disruptions. Our technology infrastructure is designed and implemented to ensure high availability and recoverability. We operate a highly redundant, geographically dispersed cloud-based environment. We operate live in our primary environment and semi-

annually we are required to switch over to the secondary environment process for at least 30 days and return to the primary environment. As we make changes to our environment, they are maintained in a dual production environment to ensure they are in sync with one another.

4.1.1.62.3. Vendor must provide a copy of disaster recovery plan to the Agency.

Meets requirement. U.S. Bank's Business Continuity Plans support all points of disaster recovery concerns noted. Our Disaster Recovery plans are customer agnostic. They address the continuity of its business processes and the continued operations of the services that its customers subscribe. Since the U.S. Bank continuity plans are proprietary and highly confidential, we will provide overviews of our plans with Agency such as U.S. Bancorp Enterprise Resiliency Program Overview and the U.S. Bancorp ISO 22301.

4.1.1.63. Vendor must not charge any fees to the Agency.

Meets requirement. The ReliaCard program is provided at no cost to the Agency. Our end-to-end solution, from operational and technical support to reporting and online access, will continue to provide the Agency with all the resources and information you need to successfully manage your program and meet the requirements set forth in this RFP. Additionally, our experienced relationship manager, Paul Isaacson, along with our client support team will provide ongoing support and training to your administrators at no cost.

4.1.1.64. Vendor is prohibited from charging the cardholder any additional fees, other than those expressly provided for in this solicitation.

Meets requirement. The only fees associated with this program are noted in the cardholder fee schedule in Exhibit A Pricing Page and are in alignment with the services outlined in this solicitation.

4.1.1.65. Vendor must credit the cardholder's card within seven (7) calendar days upon the discovery of any fees contradictory to those provided for in this solicitation.

Meets requirement. If a cardholder is charged a fee by U.S. Bank that is not included in this solicitation, we will credit their account for the fee discrepancy. Timing of the credit is dependent upon the type of refund. To initiate the refund process for the affected population, we are required to notify the cardholder via letter first and allow seven days for receipt of that letter before we apply the credit. Therefore, we credit card accounts within 14 days of confirmation of the issue, which allows for completion of the validation requirement.

4.1.1.66. Vendor must assist the cardholder by contacting the banking institution in cases which any type of hold, delaying payment, is placed on the card.

Meets requirement. All funds sent to the card account will be posted to the claimant's account as directed. U.S. Bank will not withhold or intercept the funds. If the cardholder requires assistance with any card issue, including any type of hold that may be placed on the card delaying payment, we will work with them to resolve the issue.

4.1.1.67. Vendor must provide the Agency with the following reports:

4.1.1.67.1. Daily Confirmation Report to acknowledge receipt of the ACH file with the total amount of benefits.

Meets requirement. The Agency will continue to receive an acknowledgement receipt of the ACH file with the total amount of benefits when the ACH is processed.

4.1.1.67.2 Daily Return Report to list any cardholder’s name and amount of benefits for debit cards or direct deposits that could not be processed. The Fiscal Division within WorkForce West Virginia must have a mechanism to track ACH fund reversals. Therefore, the vendor must provide a list with the following information for each reversal transaction separately by funding source:

4.1.1.67.2.1 Claimant’s full name.

4.1.1.67.2.2 Claimant Identifier (example: last four (4) digits of the Social Security Number, Agency Claimant Identification Number, etc.).

4.1.1.67.2.3 Amount.

Meets requirement. From the SinglePoint Information Reporting platform, your administrator can continue to track and review all ACH activity for all direct deposits. The NOC/Return Report within SinglePoint provides detailed information regarding any Notification or Change or ACH returns. If an ACH file (Direct Deposit file) needs to be reversed, your administrator will continue to work with our High Care ACH Team to manage the process.

Name	Type	Detail	Format	Date
ACH return and NOC	Standard	Summary & detail	PDF	04/09/2026
Current day ACH activity	Standard	Summary & detail	PDF	04/10/2026
Current day activity	Standard	Summary & detail	PDF	04/10/2026
Current day wire activity	Standard	Detail	CSV	04/10/2026

All deposits to the card account that could not be processed are reflected on the ReliaCard Funding Reject Report. This report is available on the administrative portal the day after cards have been funded. This information is also included in the echo file sent to the Agency. In addition, Paul Isaacson monitors this information and alerts the Agency when there are any issues. Both systems provide detailed information including the claimant’s full name, unique identifier and amount of the transaction.

Funding Reject									
Reporting Period: 01/01/2021 to 01/25/2021									
Client Program Name	Client Program ID	Account Number	Card ID	Last Name	First Name	Load Date/Time	Load Amount	Reject Reason	Employee ID
U.S. Bank	55555555	123456*****0000	123456789	SMITH	JOE	1/20/21 2:23 AM	\$500.00	ACH Load Amount exceeds the limit.	

4.1.1.68. Vendor must provide a monthly account statement that lists all debits and credits to WorkForce West Virginia account(s) during the month.

Meets requirement. Account reports for the Agency’s ACH account will continue to be available from SinglePoint. In addition, the Card Load Report can be run from the prepaid administrative portal on a monthly basis to provide WorkForce West Virginia with a list all debits and credits processed on ReliaCard accounts. This report provides information regarding the loads and reversals made to/from cardholder accounts including ACH, batch and funding/adjustment account transfers. This report is available via the administrative portal.

Card Load										
Reporting Period: 01/01/2021 to 01/25/2021										
Report Totals:										
Total Number of Loads										3
Total Value of Loads										\$1,500.00
Client Program	Location	Card ID	Last Name	First Name	Employee ID	Registration Date	Load Date	Load Amount	Trans Type	Trans Desc
Program Name:										
123456789	123456789	1234567890	SMITH	JOE		03/12/2020	01/01/2021	\$500.00	2163	U.S. Bank: ACH from Known Remitter
		1234599999	DOE	JANE		10/01/2020	01/01/2021	\$500.00	2163	U.S. Bank: ACH from Known Remitter
		1234588888	JONES	MICHAEL		03/12/2020	01/01/2021	\$500.00	2163	U.S. Bank: ACH from Known Remitter

4.1.1.69. Vendor must provide a monthly balance return report that lists all cardholders’ names and amounts of benefits that have been returned to the Agency via deposit into the Agency’s account.

Meets requirement. We will continue to provide a monthly report of cards that require remediation of their identification. If the cardholder does not complete the remediation, the account will be closed and funds returned to the Agency. When the accounts are closed, Paul Isaacson will continue to provide the Agency with a report of each cardholder and the balance to be returned to the Agency. Funds will be returned to the Agency’s account as directed.

4.1.1.70. Vendor must provide Annual SSAE 16 Report by September 30th for the fiscal year period of 07/01 to 06/30. The SSAE 16 Report must be prepared in accordance with guidelines in the American Institute of Certified Public Accountants (AICPA) Statement on Standards for Attestation Engagements No.16 (reporting on Controls at a Service Organization). These reports are requested by Agency external accounting firms for the Single Audit and Financial Statement.

Meets requirement. Our prepaid card solution has a strong security infrastructure that includes PCI and SOC certifications and vigilant security oversight by our Information Systems Security team. In our efforts to maintain PCI-compliance, we adhere to Visa’s and Mastercard’s standard security guidelines, protocols and procedures. The U.S. Bank Information Security Services team works closely with the major card associations and our subcontractors to ensure that we have protected our resources in accordance with the PCI DSS.



We will provide the Agency with our U.S. Bancorp Organizational Security Overview upon request. This document outlines our security practices. The U.S. Bank SOC report (current version of SSAE 16) is confidential. Due to the sensitivity of the information contained within this report and West Virginia’s Freedom of Information Act, it may only be viewed by the Agency in a secure fashion, onsite at a U.S. Bank facility or via a video conference call without the option of a record or copy being obtained by the Agency. Upon request, Paul Isaacson will continue to arrange for the Agency to view this report upon request.

4.1.1.71. Vendor must ensure that any website, web portal, browser plug-ins, or provided software for all transactions and functions (e.g., file transfers, reporting, status review, etc.) are compatible with Microsoft Windows 10 builds 1709 and newer, Microsoft Edge version 92.0.4515.159 and newer. Additionally, any required third-party software including, but not limited to, Adobe Flash, Adobe Acrobat, Java, Microsoft.NET Framework, Microsoft Silverlight, Etc., and the minimum version of this software must be specified in the vendor response to ensure that it can be supported on state computers.

Meets requirement. To ensure the best and most secure experience, we support the current version of web browsers and operating systems. Our client and cardholder websites support:

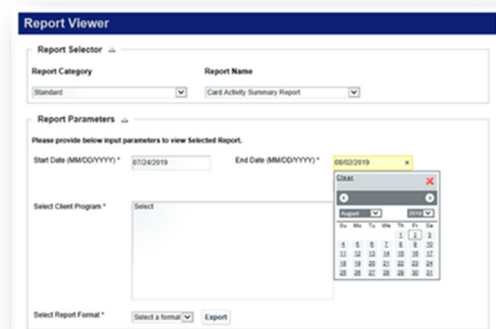
- Microsoft Edge
- Google Chrome
- Mozilla Firefox
- Safari

Other browsers and/or earlier versions may still work, however visual appearance, including colors, layout and other design features, may not be the highest quality. Older browsers may also pose a greater security risk, so we may block access when an older browser no longer provides the necessary level of security.

4.1.1.72. Vendor must provide the Agency a Web Portal that allows access to various on-demand and scheduled reports including but not limited to:

- 4.1.1.72.1. Account Closure Report.
- 4.1.1.72.2. Aged inactivated Card Report.
- 4.1.1.72.3. Card Activation Status Detail Report.
- 4.1.1.72.4. Card Activation Summary Report.
- 4.1.1.72.5. Card Issuance Activity report.
- 4.1.1.72.6. Card Replacement Report.
- 4.1.1.72.7. Cardholder Account Balance Report.
- 4.1.1.72.8. Cardholder Balance Reversal Report.
- 4.1.1.72.9. Client Account Summary Report.
- 4.1.1.72.10 Client Transaction Summary Report.
- 4.1.1.72.11 Customer Service Call Metrics Report.
- 4.1.1.72.12. Customer Service Representative Call Type Report.
- 4.1.1.72.13. Deposit Reversal Report.
- 4.1.1.72.14. Funding Detail Report; Funding Summary Report.
- 4.1.1.72.15. Negative Accounts Aging report.
- 4.1.1.72.16. Cards Returned as Undeliverable Report.
- 4.1.1.72.17 Report of Card Usage Outside of the United States.
- 4.1.1.72.18 Archivable File.

Meets requirement. Direct access to all program data is provided through our secure administrative portal. Through this secure portal your team can quickly access 12 query-based report formats (shown in the chart below) that support program analysis and management reporting. Our flexible query parameters allow you to select the type of report and the exact timeframe needed, which can be daily, weekly, monthly, month-to-



date or any time period up to 31 days in duration. Results pull from all available data, which includes as recently as the previous day’s activity and as far back as 12 months (360 days). These self-generated reports can be exported in Excel or Word formats for ease of consolidation and customization.

ReliaCard standard reports overview	
Report name	Description
Card Order	Lists card IDs for instant issue card orders to allow you to verify that the card numbers assigned to cardholders are valid.
Card Load	Provides information regarding the loads and reversals made to/from cardholder accounts including ACH, batch and funding/adjustment, and account transfers.
Card Activity Summary	Provides a summary count of card registrations, activations, loads and the dollar amount of loads.
Card Activity Detailed	Provides a summary count of card registrations, activations, loads, ATM, POS and product enrollments, along with the dollar amounts for applicable transactions
Card Status	Provides a summary of the card count, card status, upgrades, downgrades and replacement requests for a program.
Funding Reject	Lists cardholder accounts where loads have been rejected.
Card Account Detail	Provides a summary of location(s), inventory points and cardholder information such as account and routing numbers, card ID, name, address, card status, mail date, fulfillment date, registration date, activation date and last load date.
Card Activation	Lists the cardholder account and date the cardholder activated their card.
Indicative Data Change	Summary of all cardholder accounts which had demographic data changes within a specific program.
Cardholder Information Exception	Lists cardholder accounts with incomplete or incorrect cardholder data, such as cardholder accounts with P.O. boxes as the legal/physical address, or invalid Social Security number, date of birth or ZIP code.
Account Reconciliation	Provides the beginning and ending balances for your funding and adjustment accounts and all debits and credits within the period for batch and online manual payments.
New Card Registrations	Lists newly registered or ordered cards, providing card ID, account and routing numbers, cardholder demographic information, card registration date, mailing date, last load date, card status and identify verification status.

Directly supporting Agency required reports

Specific to the reports you have outlined in this RFP, we can continue to meet your needs through a combination of our standard reports and custom created reports as outlined below.

Supporting all Agency reporting requirements	
Agency need	U.S. Bank proposed solution
4.1.1.72.1. Account Closure Report	Monthly Return of Funds report via email or Ad Hoc report
4.1.1.72.2. Aged inactivated Card Report	Card Activity Summary; Card Account Detail; Card Activation report; Custom report
4.1.1.72.3. Card Activation Status Detail Report	Card Activity Summary; Card Account Detail; Card Activation report; Custom report
4.1.1.72.4. Card Activation Summary Report	Card Activation report; Card Activity Summary; Card Account Detail;
4.1.1.72.5. Card Issuance Activity report	Response/Acknowledgment file (via SFTP); Card Account Detail report
4.1.1.72.6. Card Replacement Report	Card Account Detail report
4.1.1.72.7. Cardholder Account Balance Report	Card Account Detail report; Custom report
4.1.1.72.8. Cardholder Balance Reversal Report	Account Reconciliation report; Ad Hoc report
4.1.1.72.9. Client Account Summary Report.	Card Activity Summary; Card Account Detail
4.1.1.72.10 Client Transaction Summary Report	Response/Acknowledgment File
4.1.1.72.11 Customer Service Call Metrics Report	Monthly Call Center SLA report upon request
4.1.1.72.12. Customer Service Representative Call Type Report	Monthly Call Center SLA report upon request
4.1.1.72.13. Deposit Reversal Report	Response/Acknowledgement File; Card Load report or Ad Hoc report
4.1.1.72.14. Funding Detail Report; Funding Summary Report	Card Load report
4.1.1.72.15. Negative Accounts Aging report	Custom report, specific details to be discussed
4.1.1.72.16. Cards Returned as Undeliverable Report	Card Account Detail report
4.1.1.72.17 Report of Card Usage Outside of the United States	Custom report, specific details to be discussed
4.1.1.72.18 Archivable File	All reports can be downloaded in Word or Excel format and saved for archiving purposes.

4.1.1.73. All ACH reports must be maintained by the vendor in an easily accessible archival file from the date of the initial transfer of funds from WorkForce West Virginia to the end of the contract. Agency staff must have access to the file of transactions so funds that are refunded to the Agency can be verified and processed accordingly. Regardless of the circumstances ending the contract between WorkForce West Virginia and the vendor, the vendor must provide the Agency with an easily accessible and searchable CD listing all transactions processed through the vendor. The CD must be provided within fifteen (15) days of the expiration of the contract.

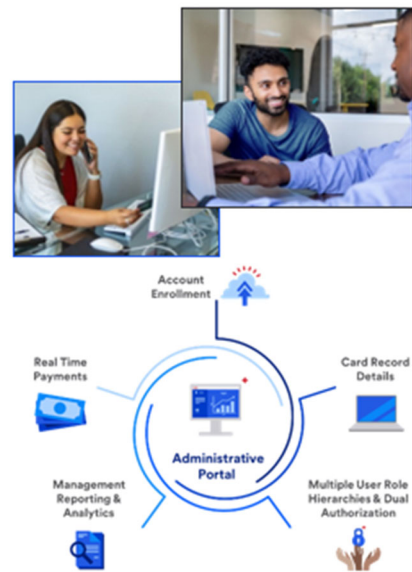
Meets requirement. Our standard records retention policy ensures that all account level data is retained for a period of seven years after transaction origination. If required, we can provide ACH funding transaction data (Card Load report data) for the contract period via CD within 15 days of the termination of the contract.

4.1.1.74. Vendor must provide WorkForce West Virginia a secure Web Portal to view cardholder information including unique ID number assigned, last four digits of the card number; cardholder’s address and date of birth; date and amount of all payments and credits issued, date card was issued and the date card was mailed, method of mail (regular or expedited); cardholder account status (open, closed); and EPC card status (active, returned, expired, deactivated, etc.).

Managing your card program with direct account access 24/7

Meets requirement. To continue to support your administrators in monitoring program activities, such as viewing cardholder information, running standard reports or performing general maintenance tasks, U.S. Bank provides a secure online administrative portal that gives you direct access to all program data. This comprehensive portal is available 24/7 and allows your team to control all aspects of your card program, which simplifies ongoing management and enables on-demand reporting. You decide who has access and what their authority levels will be. From this portal, your team will continue to have access to:

- **Manage account enrollment**
 - Enroll cardholders – file upload or individually
 - Confirm enrollments
- **Access card record details**
 - Locate routing/card account information
 - Search cardholder information:
 - Look up existing cardholder account info
 - View cardholder status
 - Account verification
 - Edit cardholder demographic information
- **Control real-time payments**
 - Fund card accounts and confirm funding processing
 - View adjustment (real-time funding) account information
 - Reverse funding transactions back to the adjustment account if overpayment is detected
- **Run management reports and analytics**
 - View, query and export reports
- **Maintain user role hierarchies and dual authorization**
 - Access controlled by assigned user roles and task permissions
 - Lead administrator can release locked-out users
 - Secured with multi-factor authentication



The extremely flexible search parameters allow you to review and confirm data on every claimant enrolled in the program, confirm all funding transactions and review aggregated data. Continued use of the system is designed to be easy for your team to access key data while maintaining security and control over permission levels.

Your team can use any of the following fields to locate and update/change the desired cardholder information.

- Look up existing cardholder information including:
 - Address
 - Date of birth
 - Last four digits of card number
 - Unique ID numbers assigned (Card ID and Customer ID)
 - Date card was issued
 - Date card was mailed
 - Method of card mailing
- Edit cardholder information
- Locate routing/account information
- View cardholder account status (Active, Inactive, Pre-active, Replaced, Reissued, De-active)
- Fund cards manually or via file upload
- View date and amount of last payment to card
- View adjustment account information
- Order card replacements
- Order or register a card via file upload
- Confirm batch files are successful
- View/export reports

The screenshot shows the U.S. Bank Prepaid Administrative Website interface. At the top, there is a navigation bar with 'Programs', 'Cardholders', 'Tools', 'Reports', 'My Account', and 'Help'. Below this, a 'Current User' section displays 'Hello, Portal User.' and 'Last login on 11/4/19 2:29 PM (CST)'. The main content area is titled 'Cardholder Information' and shows details for 'Consumer, Evcarrie'. Key fields include: 16-digit Card Number: 4281 90XX XXXX 3737; 10-digit Card ID: 1234567890; Card Status: PreActive; and Customer ID: 987654321. A callout box points to the 'PreActive' status, explaining that it indicates the account is open. Other fields include Physical Address, Mailing Address, Country, Birth Date, SSN, Employee ID, State of Employment, and various phone numbers.

Card Status indicates if account is open or closed. If account is open it will show PreActive or Active. If closed, it will show Inactive, Replaced, Reissued, Expired or DeActive.

Current User
Hello, Portal User.
Last login on 11/4/19 2:25 PM (CST).

Cardholders
Search Cardholders
View Cardholder Details
Enhanced Search
Register New Cardholder
Order a Personalized Card

Recent Accounts
4281 90XX XXXX 3737
Evcarie Consumer

How to Guides
How to View Cardholder Info
Glossary

Cardholder: **Consumer, Evcarrie**
16-digit Card Number: **4281 90XX XXXX 3737**
10-digit Card ID: **1234567890**
Customer ID: **987654321**
Logo/FlID: **9271**
Card Status: **PreActive**

[BACK TO SEARCH RESULTS](#)

Cardholder Information | Account Management

Card Information

Card Information
Last updated on 2018-08-25 06:59 AM

BIN Type : VU
Card Status : PreActive
Card Design : Standard
Number Of Cards : 1
Registration Date : 2018-08-25 06:59 AM
Activation Rule : Requires validation of cardholder information

Validation Date :
Request Date : 2017-01-15 10:43 PM
Fulfill Date : 2017-01-15 10:43 PM
Mail Date : 2017-01-19 06:45 PM

Fulfillment Provider : Fiserv Output Solutions

First Load Date :
Expiration Date : 2020-01-31 11:59 PM
Card Lost Date :
Issuing Bank : U.S. Bank
Program Name : USB Focus PayCard Visa Portable USB/MP ATM
Program ID : 11111111
Client Program Name : Focus Portable & USB/MP ATM - USB Sales Demo
Client Program ID : 22222222
Card Type : 1

Old 16-digit Card Number :
New 16-digit Card Number :
Paper Statements : Not Enrolled
Statement Mail Date :
Virtual Card : No

This section displays card production and mail date. It will also show if expedited shipping was used.

If a card is expired, as indicated by the Expiration Date, a new card is automatically sent to primary address. A link to the new card account shows under "New 16-digit Card Number". Clicking the link will display the new card account record.

Cardholder Information | Account Management

Transaction History

Standard Activity Search

91XX XXXX 6624 Go

Transaction Activity Display: Display Show 10

By Date Range:
Start Date: 10/01/2025 to End Date: 11/01/2025

By Most Recent Transactions:
View 100 most recent transactions

Transaction Activity Display:
Load Transactions

Update Reset

No transactions are available.

4.1.1.75. Vendor must supply the Agency with Monthly Summary Reports, including Year to Date totals, on activity of services provided. The summary reports must include at a minimum: Transaction Detail (Total, Type, Network Affiliation, etc.); Summary of all Fees Charged to Cardholders by Type; Cards Issued and Reissued; Card Activations; Card De-activations; Direct Deposit Transactions; Replacement Card Activity (Total, Type, Mailed or Expedited, etc.); Number of Cardholders having an Insufficient Fund Charge (Reason); Customer Service Inquiries (Number, Type, Resolved Code); any other information related to the services provided.

Meets requirement. Through our secure administrative portal, your team can quickly access all standard report formats. As outlined below, our standard reports support the specific reporting needs you have outlined in this RFP through the combination of our standard reports and custom created reports.

Supporting all Agency reporting requirements	
Agency need	U.S. Bank solution
Transaction Detail (Total, Type, Network Affiliation, etc.)	Card Activity Detail report
Summary of all Fees Charged to Cardholders by Type	Card Activity Detail report; Custom report
Cards Issued and Reissued	Card Status report
Card Activations	Card Activity Summary; Card Account Detail; Daily/Weekly Activation report
Card De-activations	Card Account Detail report
Direct Deposit Transactions;	Card Load report
Replacement Card Activity (Total, Type, Mailed or Expedited, etc.);	Card Status report. We do not track/report on expedited mailing.
Number of Cardholders having an Insufficient Fund Charge (Reason);	N/A. We do not charge a fee when accounts have a negative balance.
Customer Service Inquiries (Number, Type, Resolved Code); any other information related to the services provided	Monthly Call Center SLA report provides detail on the top five reasons for CSR support

4.1.1.76. Vendor must establish ~~functional in-network ATMs~~ surcharge-free cash access location(s) (e.g., surcharge-free ATM or surcharge-free teller cash withdrawal locations) in at least 65% of the 55 counties in West Virginia within forty-five (45) calendar days of contract award.

Exceeds requirement. The ReliaCard program will provide continuous surcharge-free cash access options for your claimants in 100% of West Virginia counties from the start of the contract. U.S. Bank offers the largest ATM network in the country as “in-network” for the Agency’s claimants by including U.S. Bank, MoneyPass, Allpoint and SUM locations in our in-network group.

In-network ATMs provide for unlimited usage per month, are surcharge free and include **605 U.S. Bank, MoneyPass, Allpoint and SUM locations** throughout West Virginia and more than 87,500 locations nationwide. In addition, cardholders can **withdraw cash from a bank teller at any of the 734 Visa affiliated financial institutions in West Virginia**, many of which have multiple branch locations throughout the state. They can also get **cash back at point of sale from many of the 115,000 merchants who accept Visa in West Virginia or they can obtain cash** using one of the 5,267 out-of-network Visa Plus ATMs, for a minimal charge. The following chart highlights cash access services currently available nationwide for ReliaCard cardholders.

Transaction type	Network	West Virginia	U.S.
Surcharge free locations			
ATM Cash Withdrawals (In-Network)	U.S. Bank, MoneyPass, Allpoint and SUM	605	87,500
Teller Withdrawals (Visa Affiliated Financial Institutions)		734	84,851
Out of network locations			
ATM Cash Withdrawals (Out-of-Network)	Visa Plus	5,267	729,681
	Total Access Points	6,606	902,032

4.1.1.77. Vendor must obtain ~~in-network ATM~~ surcharge-free cash access location(s) (e.g., surcharge-free ATM or surcharge-free teller cash withdrawal locations) in all 55 counties in West Virginia within ninety (90) calendar days of contract award.

Exceeds requirement. U.S. Bank has designed our programs to make sure cardholders can quickly and easily access in-network ATMs when needed. **Cardholders will continue to have full coverage** in 100% of the 55 counties **through ATMs and local banks/credit unions to obtain cash with 1,339 locations throughout West Virginia.** This combination ensures full coverage is available from the very beginning of the new contract period and that all cardholders continue to have local access to obtain cash fee-free without disruption or change providing.

All cardholders will continue to have 100% cash access coverage from the very beginning of the new contract with 1,339 ATM and FI locations throughout West Virginia.



4.1.1.78. Vendor must pay the Agency liquidated damages in the amount of \$1,000.00 per month for each county in which ~~an in-network ATM~~ surcharge-free cash access location(s) (e.g., surcharge-free ATM or surcharge-free teller cash withdrawal locations) is not available after the ninety (90) calendar days of contract award.

Acknowledged. We understand that the Agency will apply liquidated damages in the amount of \$1,000 per month for each county in which a surcharge-free cash access location(s) (e.g., surcharge-free ATM or surcharge-free teller cash withdrawal locations) is not available after the ninety (90) calendar days of contract award.

4.1.1.79. Vendor must respond to all Agency requests for information within two (2) business days of the request being made to the vendor.

Meets requirement. Paul Isaacson, your dedicated relationship manager, and the client support team will continue to provide a response within two business days to the Agency's requests for information. Both resources are readily available and have a proven track record of responding to your needs in an expeditious manner.

4.1.1.80. Vendor must implement Electronic Payment Card and Direct Deposit services and go-live within four (4) months after the contract is awarded.

Exceeds requirement. As the incumbent ReliaCard program and ACH provider for the Agency, the ReliaCard (EPC) and Direct Deposit services will continue without interruption. This change in contract period gives us the opportunity to conduct an in-depth review of the program with your team. We welcome the opportunity to provide any additional training required by your staff, discuss what's working well and where we can make some updates to ensure you have the information and workflow needed.

4.1.1.81 Vendor will actively assist and cooperate with the Agency by providing information and documentation as needed to investigate and reduce fraud. The Vendor will also monitor accounts for multiple State WorkForce Agencies (SWA) payments and notify the Agency anytime payments are received in the same account by more than two people or for the same person from more than one state.

Meets requirement. Our dedicated fraud investigation unit monitors all cardholder activity, allowing us to help protect cardholders from fraud and suspicious activity with early detection. Experts on this team are well versed in identifying fraud trends and using data to quickly detect potential issues. We work with cardholders to confirm fraud and take full liability for fraud losses. By leveraging a bank-wide

enterprise approach to fraud, we were able to engage experts to help quickly identify and implement new tools to mitigate the evolving risks and apply them to the fraud being seen with unemployment programs.

When increased levels of fraud are detected on a program, we initiate in-depth discussions with the Agency to help ensure we build upon your internal identity verification and fraud prevention measures. If fraud levels exceed levels normally seen on our programs, we reserve the right to conduct ID verification checks prior to issuing cards. This may affect the timing of card production, in which case the SLA for card production will begin after the additional ID verification has been completed.

In the event of an investigation, Paul Isaacson will continue to act as a liaison between the Agency and our fraud team to communicate information and provide documentation as it becomes available. We will provide as much information as allowed by law enforcement and under fraud regulations.

All funding files sent to us by a known remitter will be processed and posted to the appropriate account. Our systems do not search for or have the ability to identify duplicate loads; although, our Card Account Detail report does allow the Agency to search for this occurrence.

Improved fraud detection and deterrence

U.S. Bank has a robust fraud prevention program that includes continuous monitoring and investigating of card activity in order to control the inherent risk fraud produces. As you know, we actively assisting our state unemployment clients in their efforts to investigate and reduce fraud. With the increases in fraud activity within unemployment programs, we have adopted a wider range of vetting and detection measures. To help defend against fraud and reduce risk for cardholders, we implemented several enhancements to our fraud efforts including:

- Cross-channel monitoring and controls to mitigate cyber-attacks and account take-over attempts.
- Expanded account notifications to include interactive text verification. These include auto-dialer and text messages that will allow the cardholder to immediately respond to suspicious blocked transactions and confirm whether the activity is legitimate or fraud. If confirmed legitimate, the cardholder will receive an immediate exemption.
- Implemented a selfie ID verification submission procedure to process fraud holds more efficiently.
- Implemented voice printing technology that provides additional protection against account take-over phone attempts. The tool listens to and assigns a risk score to each call by analyzing approximately 150 factors. Factors include identifying the true location of the caller (i.e., flagging spoofed calls where the caller is utilizing a tool to mask the true caller ID), the device type (e.g., land line, mobile phone, Voice Over Internet Protocol), the voice print and the reputation of the phone number. High risk calls are identified by the risk score assigned and can then be evaluated for further action.
- Developed a database and rules to identify common personally identifiable information attributes across all of Prepaid's unemployment programs. When suspicious attributes are identified, accounts are frozen until additional identity verification can be completed.

In addition, to assist in creating a stronger cardholder experience during the card issuance process, we strongly encourage that our clients capitalize on several best practices such as:

- Passing email address and phone number to us in the enrollment file so we can communicate with the cardholder rapidly if fraud is suspected and we can provide advance notice that the card is on its way.

- Sending us enrollment files after being fully vetted by the Agency and close to the first or initial funding date. Linking the timing of these two events greatly reduces cardholder confusion/frustration and reduces unnecessary calls since many cardholders expect the card to be fully funded upon receipt.

4.1.1.82. A representative of the vendor must meet in person at least once every six (6) months, with Agency staff at the Agency’s designated location or virtual location. This meeting will facilitate a discussion between the Vendor and the Agency regarding any outstanding issues.

Meets requirement. Paul Isaacson will continue to meet with the Agency staff in person at the Agency's designated location or virtually at least once every six months to discuss any outstanding issues regarding your program.

4.1.1.83. Vendor must comply with all applicable PCI-DSS rules and regulations and supply their Attestation of Compliance with their bid.

Meets requirement. Our prepaid card solution has a strong security infrastructure that includes PCI-DSS certification and vigilant security oversight by our Information Systems Security team. In our efforts to maintain PCI-compliance, we adhere to Visa’s standard security guidelines, protocols and procedures. The U.S. Bank Information Security Services team works closely with the major card associations and our subcontractors to ensure that we have protected our resources in accordance with the PCI DSS. Confirmation of our PCI DSS certification status and card association requirements can be found at visa.com.

REGISTRY LAST UPDATE: MARCH 20, 2026

Note: Due to the ongoing conflict, entities in Ukraine are currently facing extended delays to complete their annual revalidation. Members are encouraged to contact the entities directly to obtain latest information and security status.

Find a Service Provider

Company Name: PSV Payment Systems Inc

Validation Type: - Please Click to Select -

Service Provider Type: - Please Click to Select -

Region of Operation: - Please Click to Select -

Expand Search Options

1 Records Found

Warning 1 - 60 days upon expiry of the validation documents
Warning 2 - 90 days upon expiry of the validation documents

COMPANY #	SERVICE PROVIDER TYPE	VALIDATION TYPE	VALID THROUGH DATE #	ASSESSOR #	REGION OF OPERATION
PSV Payment Systems Inc FL UNITED STATES OF AMERICA	THIRD PARTY SERVICES ISO - CARDHOLDER ISO - PREPAID	PCI DSS	May 31, 2026	MCI Communications, Inc dba Verizon Business Services	U.S.
		VISA TRA PROGRAM (ISO-C)	NOT APPLICABLE	NOT APPLICABLE	U.S.
		VISA TRA PROGRAM (ISO-PP)	NOT APPLICABLE	NOT APPLICABLE	U.S.

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11. MISCELLANEOUS

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor’s responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager:
Telephone Number:
Fax Number:
Email Address:

Paul Isaacson will continue to serve as your primary contact under the new contract period. He will continue to be responsible for overseeing responsibilities of U.S. Bank under this contract. Paul will continue to be available during normal business hours to address any customer service or other issues related to this contract.

His contact information is:

Contract Manager: Paul Isaacson
Assistant Vice President, Client Relationship Manager
Telephone Number: 262-336-4123
Fax Number: N/A
Email Address: paul.isaacson@usbank.com

Appendix A

Requested Redlines to General Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year
07/01/26 - 06/30/27. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

Construction: This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its general liability, automobile liability, and workers' compensation insurance policies, including but not limited to, policy cancelation, policy reduction, ~~or change in insurers~~. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: \$500,000.00 per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy where such policy or procedure does not conflict or contract with Vendor's policies and/or procedures.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, Service Provider warrants that a criminal background screening using a fingerprint-based FBI Identity History Summary has been completed for all its employees assigned under this Contract. State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex for any lawful purpose. ~~the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.~~ Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the

steel product as delivered to the project; or

2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the

completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Tyler Vickery, Sales Manager, Government Prepaid Cards

(Address) Florida Home Based

(Phone Number) / (Fax Number) 904-470-1990

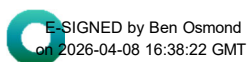
(email address) tyler.vickery@usbank.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

U.S. Bank National Association

(Company)



(Signature of Authorized Representative)

Ben Osmond, Senior Vice President, Head of Prepaid Sales and Relationship Management 04/08/2026

(Printed Name and Title of Authorized Representative) (Date)

612-394-7515

(Phone Number) (Fax Number)

benjamin.osmond@usbank.com

(Email Address)

Appendix B

ReliaCard Standard Agreement

PREPAID DEBIT CARD AGREEMENT

ReliaCard

This Prepaid Debit Card Agreement (this “Agreement”) is dated the ____ day of _____, 2026 between U.S. BANK NATIONAL ASSOCIATION, a national banking association (“U.S. Bank”), and WORKFORCE WEST VIRGINIA, a(n) West Virginia agency (the “Client”).

U.S. Bank is a member of Card Networks and issues Card Network-branded debit cards, check cards, prepaid debit cards and other banking cards to cardholders; and

Client is a government agency seeking to dispense payments to individual recipients via Card Network-branded prepaid debit cards; and

U.S. Bank is willing to issue prepaid debit cards and perform related services to support the Client’s program, subject to the terms and conditions set forth in this Agreement.

THEREFORE, in consideration of the mutual promises set forth in this Agreement, U.S. Bank and Client agree as follows:

Article 1 DEFINITIONS

For the purposes of this Agreement, the following definitions will apply:

“Account” means a prepaid debit card account operating through a centralized pool of funds, with an individual sub-account set up for each participating Cardholder, funded through periodic deposits made by Client, and accessible using a prepaid debit card issued by U.S. Bank.

“ACH” means the Automated Clearing House consisting of a collection of electronic interbank networks used to process transactions electronically.

“Adequate Identity Verification” means a process for verifying the identity of each Recipient that enables Client to form a reasonable belief that it knows the true identity of each Bona Fide Recipient. At a minimum, identity verification must include verification of Recipient’s First Name, Last Name, Full Address, Date of Birth and Tax Identification Number.

“Administrative Web Portal” means the proprietary web-based prepaid administrative portal hosted by U.S. Bank that Client may use to enroll Cardholders, load Cards, manage Card inventory, and view reports regarding the Program.

“Affiliate” means, with respect to a party, any Person that is directly or indirectly in Control of, is under the Control of, or is under common Control with that party, as of the date of this Agreement or thereafter.

“Applicable Law” means with respect to any party, any law, ordinance, statute, treaty, rule, judgment, regulation or other determination or finding of or agreement with any arbitrator, court or other governmental authority applicable to or binding upon a party or to which a party is subject, whether federal, state, county, local, municipal, or otherwise.

“ATM” means an automated teller machine.

“Bona Fide Recipient” means a Recipient whose identity has been confirmed through Adequate Identity Verification and who, to the best of Client’s knowledge and ability, qualifies for the intended benefit.

“Business Day” means any day other than a Saturday, Sunday or federal legal holiday.

“Card” means a prepaid debit product bearing U.S. Bank Marks and either Visa Marks or MasterCard Marks.

“Card Collateral” refers to the Cardholder Agreements, promotional materials, and any other documents, disclaimers, notices, and disclosures provided by U.S. Bank for delivery to Cardholders in the manner directed by U.S. Bank.

“Cardholder” means a Person who requests and receives a Card under the Program.

“Cardholder Agreement” means the written agreement between U.S. Bank and each Cardholder that will govern the terms and conditions of each Card and the related Account.

“Cardholder Data” has the same meaning for the same term as defined in the Payment Card Industry - Data Security Standards, as promulgated by the Card Networks from time to time.

“Card Network” refers to Visa U.S.A., Inc., Visa International, Inc., Plus System, Inc., MasterCard International Inc., Maestro, or Cirrus System, Inc.

“Client Marks” refers to the Client’s name, as well as any other logo, trademark, or service mark owned by Client.

“Client Representatives” mean those Persons that Client has authorized to transmit information to U.S. Bank or to whom Client has granted access to the Administrative Web Portal. Client may assign differing levels of authority to its Client Representatives from the menu of options offered in the System.

“Confidential Information” means proprietary information belonging to a party, including but not limited to, its marketing philosophies and objectives, promotional materials and efforts, financial results, technological developments, customer names, addresses, and other identification information, prepaid debit card account numbers, account information, and other similar confidential or proprietary information and materials.

“Control” means the possession, directly or indirectly, of 50% or more of the voting power for the election of directors of any entity, or the power to direct or cause the direction of the management and policies of that entity, whether through ownership of voting rights, by contract, or otherwise.

“Disbursement” means the loading of funds onto an individual Card by Client.

“Disbursement Amount” refers to the dollar value to be loaded onto a Cardholder’s Account.

“Fee Schedule” refers to the schedule of fees and costs set forth in Exhibit B to this Agreement.

“Force Majeure Event” means any cause or event of any nature whatsoever beyond the reasonable control of a party, including strikes, riots, earthquakes, epidemics, terrorist actions, wars, fires, floods, weather, power failure, telecommunications outage, acts of God or other failures, interruptions or errors not directly caused by that party.

“Funding Account” means a centralized pool of funds held at U.S. Bank with a digitally segregated sub-account set up for Client that is funded through periodic deposits with U.S. Bank by Client (by means of ACH transfers or otherwise) and which is accessible through the use of a (real or virtual) prepaid debit card issued and serviced by U.S. Bank. The Funding Account will only be used by Client to make Disbursements to Cards.

“MasterCard Marks” means all names, logos, trademarks, and service marks owned by MasterCard Worldwide and its subsidiaries in the United States.

“Network Rules” means the applicable by-laws and operating rules of any electronic funds payment network, including rules promulgated by any Card Network or the National Automated Clearinghouse Association.

“Person” means any corporation, company, group, partnership, other entity, or individual.

“Personalized Card” means a Card issued pursuant to the Program for a particular Cardholder that bears the respective Cardholder’s name.

“PLUS SYSTEM Marks” means the service marks “PLUS SYSTEM” and a certain diamond design, which are registered as United States Registration No. 1,116,468 dated April 10, 1979 for PLUS SYSTEM, Registration No. 1,120,179 dated June 12, 1979 for a diamond design, Registration No. 1,117,432 dated May 1, 1979 for PLUS SYSTEM used in conjunction with the diamond design, and all of which are owned by Visa International Inc.

“POC” means that individual designated by a party to serve as that party’s primary point-of-contact with respect to the implementation and administration of the Program.

“Program” means the program between U.S. Bank and Client for the issuance of Cards to Cardholders, according to the terms of this Agreement.

“Program Description” means the description of certain features of Client’s Program and the duties of the parties in relation to the Program found in Exhibit A to the Agreement.

“Program Launch” means the date the first Disbursement is made onto a Card under the Program other than loads made to any test cards.

“Public Records Laws” shall mean the state laws and regulations applicable to the Client as a government agency that governs the rights of members of the public to obtain documents and other records from the Client.

“Recipient” means an individual receiving disbursements or payments from the Client.

“RII Card” means a non-personalized instant issue Card issued pursuant to the Program.

“RII Cardholder” means a Person who requests and receives an RII Card.

“Subcontractor” means any subcontractor, vendor, or third party retained by U.S. Bank to perform some or all of its obligations under this Agreement.

“Subsidiary” means any corporation or other entity under the Control of a party, either directly or through one or more of its Subsidiaries.

“System” refers to the U.S. Bank Processing System. The System consists of digital applications, procedures, forms and other related materials that have been acquired or developed by U.S. Bank.

“U.S. Bank Marks” refers to the names “US Bank” and “US Bancorp” and the US Bank and shield design, U.S. Trademark Registration No. 2,247,139, registered on May 25, 1999, which are owned by U.S. Bancorp or one or more of its Subsidiaries, as well as any other trademark or service marks owned by U.S. Bancorp that include the terms “US Bank” (“USBANK,” “US,” “U”) or “US Bancorp,” however these terms may be capitalized or punctuated.

“Visa Marks” refers to the “Visa” service mark and the Three Bands Design, along with all other logos, trademarks and service marks owned by Visa U.S.A. or Visa International, Inc.

Article 2 PROGRAM LAUNCH

2.1 Prior to Program Launch. To assist the federal government of the United States of America in preventing the funding of terrorism and money launderings, the law of the United States of America requires all financial institutions to obtain, verify and record information that identifies each Person that opens an account. Accordingly, prior to Program Launch, Client shall provide to U.S. Bank its legal entity name, street address, taxpayer identification number and other information that will allow U.S. Bank to adequately identify Client prior to establishing an Account funded by Client. U.S. Bank may, upon request, require Client to promptly provide U.S. Bank with any additional documentation regarding the identity of Client or its principals that U.S. Bank believes is necessary for U.S. Bank to meet its obligations to comply with all Applicable Laws.

2.2 Program Launch. U.S. Bank and Client will use commercially reasonable efforts to cooperate in the timely implementation of the Program according to the terms of this Agreement.

Article 3 MARKS AND LOGOS

3.1 Use of Client Marks. Client hereby grants to U.S. Bank a non-exclusive, non-transferable limited license to use any Client Marks in connection with the Program, which uses include, without limitation, advertising, promotional and public relations materials, Card Collateral and any other item reasonably necessary to the establishment, operation or advancement of the Program. Subject to the prior written approval of Client, whose written approval will not be unreasonably withheld or delayed, U.S. Bank may use Client Marks for other promotional purposes in connection with the Program. Client shall be deemed to have approved the proposed use if Client fails to disapprove U.S. Bank's request in writing within 15 Business Days following the date when U.S. Bank's written request for approval was made to Client. U.S. Bank hereby accepts this license subject to the terms and conditions provided in this section. This limited license will terminate upon termination of this Agreement; provided, that U.S. Bank will be afforded six months following the termination of this Agreement to replace all documentation relating to the Program with documentation that does not bear Client Marks as part of the orderly termination of the Program. U.S. Bank acknowledges that Client or its Affiliates are the owners of the Client Marks, and U.S. Bank will have no right, title or interest in the Client Marks other than the license specifically granted in this section, and U.S. Bank will do nothing inconsistent with such ownership.

3.2 Use of U.S. Bank Marks. U.S. Bank hereby grants to Client a non-exclusive non-transferable limited license to use the U.S. Bank Marks solely in connection with the Program. Client acknowledges that it has no right, title or interest in and will not use the U.S. Bank Marks without U.S. Bank's specific prior written consent, which consent will not be unreasonably withheld or delayed if the proposed use thereof by Client is for advertising or promoting the Program. Client hereby accepts this license subject to the terms and conditions provided in this section. This limited license terminates upon termination of this Agreement. Client acknowledges that U.S. Bancorp, or one or more of its Affiliates or Subsidiaries, is the owner of the U.S. Bank Marks. Client will have no right, title or interest in the U.S. Bank Marks other than the license specifically granted in this section, and Client will not do anything inconsistent with such ownership.

3.3 Third Party Marks. Client has no right, title or interest in, nor will Client use, any PLUS SYSTEM Marks, Visa Marks, or MasterCard Marks without specific prior written consent of the owner of the mark.

3.4 Additional Mark Provisions. To the extent such use is permitted under this Agreement, a party may only use the other party's name and marks only in the form and manner and with appropriate legends as prescribed from time to time by the owner of such name or mark, and except as

otherwise set forth in this Agreement, a party will not use any other trademark or service mark in combination with such other party's name or mark without the prior written approval of the owner of such name or trademark. Each party will promptly notify the other party of any unauthorized use by others of such other party's name or mark, which may come to such other party's attention. Each party has the sole right and discretion to bring infringement or unfair competition proceedings involving its own name or mark.

Article 4 RESPONSIBILITIES OF U.S. BANK

4.1 Card Issuance.

(a) U.S. Bank will issue a Card to a Recipient following Client's notification to U.S. Bank of Client's receipt of the Recipient's request for a Card, but only after U.S. Bank completes its review and processing of that Recipient's request in accordance with U.S. Bank's internal procedures and eligibility criteria, as the same may be adopted from time to time by U.S. Bank in its sole discretion.

(b) U.S. Bank may, in its sole discretion, undertake periodic reviews of Cardholders and their Accounts to manage risks associated with fraudulent card use and other Account activity which has the potential of exposing U.S. Bank to financial loss. U.S. Bank reserves the right to take any necessary actions to stop such activity on the Account. For any Account closed pursuant to this section, subsequent transmissions of any Disbursement will be rejected and any balance remaining on the Card at the time of closure will be returned to the Client. A report will be generated confirming such rejection and the return of funds.

(c) U.S. Bank will place Personalized Cards in the mail to each Recipient of Client who elects to receive a Personalized Card no later than ten Business Days following U.S. Bank's receipt from Client of a request for same containing complete and accurate information regarding the Cardholder as required by U.S. Bank.

(d) Notwithstanding anything in this Agreement to the contrary, U.S. Bank may refuse to issue a Card to any Person if U.S. Bank determines that the issuance or use of the Card would violate a Network Rule or any Applicable Law or would otherwise create risk to U.S. Bank.

4.2 Design and Manufacture of Cards.

(a) U.S. Bank will purchase plastic stock and be responsible for ordering, embossing, encoding and delivering Cards. U.S. Bank will provide a standard card design. Each Card will bear the U.S. Bank Marks and the marks of the appropriate Card Network.

(b) U.S. Bank will bear the expense of manufacturing standard-issue Cards issued to Cardholders; provided, however, that Client will bear any additional manufacturing or printing expense incurred as a result of a special or custom Card design requested by Client. Both U.S. Bank and Client must agree that a special or custom Card design is required and jointly approve the design.

4.3 Design of Statements and Card Collateral.

(a) U.S. Bank will produce Account statements and Card Collateral, subject to all Applicable Laws and Network Rules, using designs created by U.S. Bank. U.S. Bank will bear all costs and expenses for the design, printing and production of the Account statements and Card Collateral; provided, however, that Client will bear any additional manufacturing, printing or operating expense incurred as a result of a request by Client to redesign the Account statements or Card Collateral. Both U.S. Bank and Client must agree that the redesign is required and jointly approve the new design.

(b) U.S. Bank will be responsible for the provision to Cardholders of monthly Account statements that will contain information relating to transactions performed with their Cards. U.S. Bank may, in its discretion, provide Cardholders with electronic statements accessible via the internet or paper statements.

4.4 U.S. Bank Operational Responsibilities. U.S. Bank shall administer the Program in accordance with the Program Description. U.S. Bank is also responsible for Account set-up, Card fulfilment, Account reconciliation, responding to Cardholder inquiries, chargeback processing, Disbursement processing, interaction with Card Network systems, transaction processing, and collections. U.S. Bank will not be responsible for determining the amounts to be paid to Cardholders or the calculation of Cardholder Disbursement Amounts.

4.5 U.S. Bank Customer Service. U.S. Bank will maintain a trained staff to assist Client with Cardholder inquiries or complaints regarding the Program.

4.6 Provision of Program Information.

(a) U.S. Bank shall provide information to Client for each month in which Cards are issued and outstanding, including but not limited to Card registration, order and load verification reports.

(b) Any and all information Client receives from U.S. Bank regarding the Program shall be deemed to be Confidential Information of U.S. Bank, and may only be used by Client in connection with the Program.

(c) In no event will U.S. Bank be obligated to provide any information to Client in violation of any Applicable Law, Network Rule, or policy adopted by U.S. Bank.

4.7 Compliance with Applicable Law. U.S. Bank shall cause the Program to comply with all Applicable Laws in all material respects, including but not limited to compliance with applicable state escheatment laws.

Article 5
RESPONSIBILITIES OF CLIENT

5.1 Adequate Identity Verification and Enrollment of Recipients. Client will notify U.S. Bank of Recipient's request for a Card only after it has received a request by the Recipient to receive benefits on the Card. Client shall use commercially reasonable efforts to ensure the percentage of unfunded Cards does not exceed 20 percent of enrollments. Client will ensure that all Cardholders enrolled in the Program, other than companion Cardholders, are Bona Fide Recipients of Client prior to Card issuance. U.S. Bank shall not be responsible for any damages, including additional expenses for screening or investigation, associated with Cards registered to individuals who fraudulently applied for benefits. Client understands that U.S. Bank must collect identifying information and verify the identities of all prospective cardholders as required by the USA PATRIOT Act and any other government or industry regulatory requirements. Further, Client acknowledges that any Cardholders who do not pass initial or ongoing identify verification or OFAC screening will be denied a Card or have their Card suspended. The denial of a Card to a Recipient under this section may not be deemed cause for termination of this Agreement by Client

5.2 Client Program Offering. Beginning no later than the Program Launch, Client will begin to offer Recipients the option of receiving payments from Client in an Account. U.S. Bank will design and produce marketing materials for the Program. Client will arrange for and coordinate the marketing and promotion of the availability of Cards to Recipients. Client will not distribute any marketing or promotional material unless such material has been reviewed and approved by U.S. Bank.

5.3 Funding of Accounts. Client shall utilize a good funds method of settlement and must have a sufficient amount of immediately available funds on deposit in the Funding Account to fund any Disbursement to a Card. U.S. Bank will not be liable to Client for, and Client will hold U.S. Bank harmless from, any claims arising from the refusal by U.S. Bank to load a Disbursement onto a Card if there are insufficient funds available in the Funding Account to cover the Disbursement Amount.

5.4 Transmission of Disbursements. Client Representatives may use a batch process or the Administrative Web Portal to process Disbursements. Client shall provide complete and accurate information to U.S. Bank regarding each Disbursement. Client Representatives will be solely responsible for the accuracy of Disbursement Amounts transmitted to U.S. Bank, and any changes thereto.

5.5 Erroneous Disbursements. Client may seek to reverse any Disbursement loaded onto a Card in error, provided that sufficient funds remain available on the applicable Card to recover the erroneous Disbursement. Client will be responsible for all Disbursements, including those made in error. U.S. Bank will not be obligated to assist Client in collecting erroneous Disbursements.

5.6 Compensation to U.S. Bank. U.S. Bank will be permitted to charge Cardholders the fees set forth in the Fee Schedule. U.S. Bank may change the Fee Schedule at any time. In the event of an increase to any fee or the introduction of a new fee, U.S. Bank will provide Cardholders notice thereof in a manner that complies with all Applicable Laws. U.S. Bank will also provide a corresponding email notice of an increase to any fee or the introduction of a new fee to Client's POC.

5.7 Training. Client shall be responsible for identifying Client locations that will be used to enroll Cardholders and load Cards. U.S. Bank shall provide Client with its standard initial "train-the-trainer" approach, and will provide Client with a support number that Client Representatives can call for assistance regarding the Program. Client is solely responsible for training its Client Representatives on how to administer the Program and how to answer questions from Recipients about the Program.

5.8 Cardholder Enrollment. Following Client's identity and eligibility verification of a Recipient as required in Section 5.1, at the time of each Card enrollment, Client shall provide U.S. Bank with the Cardholder enrollment information set forth in the Program Description. Data entry of Card identification numbers and Cardholder information may only be made by Client Representatives. Client will be liable for any errors in transmission made by its employees or Client Representatives. Client shall distribute RII Cards, RII Card Collateral, and all U.S. Bank designated disclosure documents to RII Cardholders in the form and manner prescribed in the Program Description and Card Security Guidelines.

5.9 Card Security and Inventory Control. Client shall securely store any Card stock in its possession and control and maintain its RII Card inventory in accordance with the Card Security Guidelines. Client shall bear all risk of loss and any associated liability for Cards lost or stolen while under its control. Client will permit U.S. Bank to monitor and audit Client's compliance with the Card Security Guidelines during regular business hours upon two Business Days' advance notice to Client. Client shall provide U.S. Bank copies of any applicable audits and test results acquired by Client in relation to its obligations under this section.

Article 6

PROGRAM POLICIES AND ACCOUNT ATTRIBUTES

6.1 Card Account Policies. U.S. Bank will have full responsibility for, and will retain full control of all policies and operational aspects relating to the Program (except for the obligations established in Section 5.1 above), including fees and charges, customer service, Card issuance and cancellation, debt collection, access to ATMs, and the issuance of personal identification numbers. Client

will not be liable for fraudulent activities on the part of Cardholders unless such activity arises from or is abetted by the negligence or willful misconduct by Client, or its Client Representatives, agents, or employees. Client shall, in a timely manner, refer to U.S. Bank any and all inquiries regarding any aspect of the Program, any Card or Account, or U.S. Bank's prepaid debit card operations.

6.2 Card Account Attributes. The use by Cardholders of the Cards will, in all instances, be governed by terms and conditions contained in the Cardholder Agreement. The Cardholder Agreement may be changed by U.S. Bank from time to time. Cardholder Accounts will be maintained at all times in a manner ensuring that each Cardholder is eligible for "pass through" deposit insurance from the Federal Deposit Insurance Corporation ("FDIC"). All funds on deposit in a Cardholder's Account will be held for the sole benefit of the Cardholder. Client shall have no right, title or interest in a Cardholder's Account and Funds loaded onto a Card will not be returned to the Client. If a Card in question has expired with a balance remaining on the Card, U.S. Bank will be deemed to be the holder of the funds held in Card Accounts and U.S. Bank will be responsible for escheating any unclaimed funds remaining in those Accounts in accordance with Applicable Law. No interest will be paid on funds held in a Cardholder's Account.

6.3 FDIC Record Keeping Requirements. In order to facilitate the offering of deposit insurance to Cardholders, Client agrees to fully cooperate in arranging to retain and sharing of Cardholder information with U.S. Bank in a manner consistent with its FDIC-mandated record-keeping obligations, including those required by 12 C.F.R. § 370, which mandate that Client be able to provide the required information in the required format ("FDIC Information") to the FDIC within 24 hours of the failure of U.S. Bank. The FDIC Information that is compatible with U.S. Bank's information technology systems are outlined in the Deposit Broker's Processing Guide ("Guide") published by the FDIC, including alternative recordkeeping requirements in Section VII of the Guide, which describes the process to follow and the FDIC Information Client will need to provide in the event U.S. Bank fails. That information can be accessed on the FDIC's website at <https://www.fdic.gov/deposit/deposits/brokers/>. Client acknowledges that, following the appointment of the FDIC as receiver of U.S. Bank, the FDIC may place a hold on Cardholder's Accounts and that Client and Cardholders may not have access to deposits in the deposit account until Client delivers the FDIC Information. Upon request, U.S. Bank will provide Client with the opportunity to validate its capability to deliver the FDIC Information so that a timely calculation of deposit insurance coverage can be made.

6.4 Funding Account. The Funding Account is, at all times, subject to the terms of this Agreement. Funds deposited in the Funding Account are Client-owned deposits with U.S. Bank and may only be used solely for the purpose of making Disbursements to individual Cards. Upon termination of this Agreement, U.S. Bank shall refund to Client any funds remaining in the Funding Account that have not been applied or loaded to a Card or otherwise held for the purpose of paying any other obligation owed by Client under this Agreement. No interest will be paid on funds held in the Funding Account.

6.5 New Card Features. U.S. Bank may, from time to time, offer Cardholders new or improved Card features and benefits and impose new or additional fees in connection therewith.

6.6 ACH Transfers. Client warrants to U.S. Bank that Client will not make any ACH transfer with respect to the Program for any purpose that is not permitted under Applicable Law or the terms of this Agreement. Client will, with respect to all ACH transfers, comply with the Network Rules that govern the applicable funds transfer system. Client acknowledges that U.S. Bank must make certain warranties with respect to ACH transfers initiated by Client and Client will, therefore, reimburse U.S. Bank for any losses that U.S. Bank incurs, including attorneys' fees and legal expenses, as the result of any such breach of warranty arising out of an ACH transfer initiated by Client. Client hereby waives its right to be notified whenever an electronic funds transfer has been deposited in the Client's Funding Account.

Article 7
EXCLUSIVITY

U.S. Bank will have the exclusive right to issue prepaid debit cards for the purpose of making the types of payments to Recipients contemplated hereunder during the term of this Agreement.

Article 8
INDEMNIFICATION

8.1 Indemnification Obligations. Except to the extent the Losses (as defined below) result from the gross negligence or willful misconduct of the other party or its agents or employees, each party (the "Indemnifying Party") shall defend the other party (the "Indemnified Party"), its Affiliates, and their employees, Subcontractors, agents, officers, directors and shareholders ("Related Parties") from any Third Party Claim (as defined below) asserted by a third party (other than an Affiliate of the Indemnified Party) against the Indemnified Party, and shall indemnify and hold the Indemnified Party and its Related Parties harmless against any and all assessments, losses, liabilities, damages, costs or expenses, including attorneys' fees, consultant's fees, or court costs incident thereto ("Losses") awarded against the Indemnified Party by a final court judgment or an agreement settling such Third Party Claims in accordance with section 8.2. For purposes of this Agreement, the term "Third Party Claim" means any action, suit, proceeding, demand, litigation, or claim by a third party directly related or attributable to (a) the Indemnifying Party's or its agent's or employee's violation (or act causing the other party to be in violation) of any Applicable Law or Network Rule; (b) the Indemnifying Party's breach of any covenant or warranty made by the Indemnifying Party in this Agreement; (c) any material misrepresentation of Indemnifying Party in this Agreement or any material misrepresentation in or omission from any document, certificate or information furnished or to be furnished by Indemnifying Party under this Agreement; (d) any products or services offered, provided, manufactured, marketed, distributed, advertised, promoted or issued by or on behalf of Indemnifying Party (including the Cards); (e) the use of the licensed marks by or on behalf of Indemnifying Party; (f) the willful misconduct or fraudulent activity on the part of any employee or agent of Indemnifying Party; and (g) the Indemnifying Party's failure to make any payment to a customer, employee or other third party.

8.2 Indemnification Procedures. The Indemnified Party will notify the Indemnifying Party in a reasonably prompt manner of any Third-Party Claim that is asserted for which the Indemnified Party is seeking indemnification pursuant to this Article 8. The Indemnifying Party may thereafter assume control of such Third-Party Claim, provided, that the Indemnified Party will have the right to participate in the defense or settlement of such Third-Party Claim. The Indemnified Party will provide the Indemnifying Party with a reasonable amount of assistance in connection with defending or settling any such Third-Party Claim. Neither the Indemnifying Party nor the Indemnified Party may settle such Third-Party Claim or consent to any judgment with respect thereto without the consent of the other party (which consent may not be unreasonably withheld or delayed).

Article 9
REPRESENTATIONS AND WARRANTIES

9.1. Representations and Warranties. As of the date of this Agreement, each party hereby represents and warrants to the other party as follows:

(a) It has full right, power and authority to enter into and perform this Agreement in accordance with all of the terms and provisions hereof, and that the execution and delivery of this Agreement has been duly authorized, and the individuals signing this Agreement on behalf of it are duly

authorized to execute this Agreement in the capacity of his or her office, and to obligate and bind it, and/or its Subsidiaries and Affiliates, in the manner described;

(b) The execution and performance of this Agreement will not violate the organizational documents, bylaws, or similar governing documents, or any material contract or other instrument, Applicable Law, or order to which it has been named a party or by which it is bound. The execution and performance of this Agreement does not require the approval or consent of any other Person or government agency;

(c) There are no material actions, suits or proceedings pending or threatened against it or its Affiliates or Subsidiaries which would adversely affect its ability to perform this Agreement; and

(d) It or one of its Subsidiaries or Affiliates owns all right, title and interest in its marks and it or one of its Subsidiaries or Affiliates has all necessary authority to permit use of its marks as contemplated by this Agreement.

9.2 Legal Compliance. Each party is now in compliance and will remain in compliance at all times with all federal, state, and local laws, rules, and regulations governing its activities under this Agreement. Each party acknowledges that it will be responsible for its own compliance with Applicable Law and the costs associated therewith. Client has the sole responsibility to comply with all applicable laws, rules, and regulations relating to its administration of the program for providing payments to Recipients and for determining whether the intended use of the Program, including Client's selection of System options and programming to dispense funds or payments, is an appropriate way to dispense such funds. Client is also responsible for determining whether applicable laws, rules, and regulations prohibit, affect, or otherwise controls the disbursement of such funds using a prepaid or stored value card.

9.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, U.S. BANK DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Article 10 CONFIDENTIALITY

10.1 Confidential Information. In performing its obligations pursuant to this Agreement, each party may have access to or receive disclosure of certain Confidential Information of the other party. All Program specifications, materials, plans and other Program attributes developed or utilized by U.S. Bank in connection with the Program and related services, and all related software and other documentation, are and will remain the proprietary property of U.S. Bank, and will constitute Confidential Information belonging to U.S. Bank. Without limitation, during the term of this Agreement and thereafter, all Cardholder Data and Card Account information, including all records relating thereto retained in U.S. Bank's System, along with any information provided to Client pursuant to this Agreement relating to the System or the Program, shall remain Confidential Information belonging to U.S. Bank.

10.2 Exclusions. Except for Cardholder Data, the term Confidential Information does not include (i) information which is now in or hereafter enters the public domain (and is not subject to a confidentiality agreement with the entity obtaining the same) through no action on the part of either party in violation of the terms of this Agreement, (ii) information that is independently developed by or for a party, (iii) information that is received from a third party (subject to such third party not having violated the terms of any confidentiality agreement), or (iv) information that was already in the possession of the receiving party and not obtained in violation of any confidentiality agreement.

10.3 Confidentiality Obligation. Except as otherwise provided under Public Records Laws, each party shall at all times maintain, and cause its agents, employees, corporate parents, Subsidiaries and Affiliates to maintain the confidentiality of all Confidential Information belonging to the other party. Except as otherwise provided under Public Records Laws, neither party shall sell or otherwise convey any of such Confidential Information to any third party and shall exercise all necessary precautions to prevent access to such Confidential Information by any third party other than agents, officers or employees who have a need to know or who must access such Confidential Information in order for such party to fulfill its obligations under this Agreement. Each party shall inform those agents and employees, officers and employees of its Subsidiaries and Affiliates of the confidentiality obligations under this Agreement and require their compliance with such obligations. Except as otherwise provided under Public Records Laws, each party shall not use such Confidential Information for any purpose whatsoever other than those specifically contemplated in this Agreement.

10.4 Confidentiality of Agreement Terms. Except as otherwise provided under Public Records Laws, neither party will disclose to any Person (other than as expressly permitted pursuant to this Article 10) the terms or conditions of this Agreement (or any amendments, supplements or modifications thereto) or the business relationship between U.S. Bank and Client without the prior written consent of the other party and except as necessary to enforce, obtain damages, or seek other relief under this Agreement. Client will not use U.S. Bank's identity, directly or indirectly, in any advertisements, metatag, news releases or releases to any professional or trade publications or media source without U.S. Bank's prior written approval, which approval may be withheld in U.S. Bank's sole and complete discretion.

10.5 Additional Confidentiality Obligations. Except as otherwise provided under Public Records Laws, during the term of this Agreement and thereafter, Confidential Information is to be used solely in connection with satisfying each party's obligations pursuant to this Agreement, and shall be held in confidence. Except as otherwise provided under Public Records Laws, neither party will disclose such Confidential Information to any third party, without the written consent of the other party, except that either party may disclose Confidential Information during the course of any independent or regulatory audit in which information disclosed remains non-public. All Confidential Information furnished by the parties to each other in connection with this Agreement is the exclusive property of the furnishing party, and, unless otherwise provided under Public Records Laws, at the request of that party or upon termination of this Agreement, the other party shall promptly return to the furnishing party all such information without copying such information. Except as otherwise provided under Public Records Laws, neither party will disclose, furnish, or use Confidential Information in any way whatsoever not specifically contemplated under this Agreement without the prior written consent of the other party. The parties agree that Confidential Information is exempt from publication under the applicable Public Records Law unless and until the furnishing party has the ability to review the relevant information and object to publication. Except as otherwise provided under Public Records Laws, each party shall take measures to prevent its agents, employees, and Subcontractors from using, any Confidential Information to which it becomes privy.

10.6 Compelled Disclosure. Each party may disclose Confidential Information to any regulatory authority having jurisdiction over it without prior notification to the other party. With respect to any other disclosures of Confidential Information, if any party is compelled by Applicable Law, in the written opinion of counsel, to disclose any portion of the other party's Confidential Information, the party so compelled may comply with such law, provided, that, to the extent permitted by law, such party timely notifies the owner of the Confidential Information and reasonably cooperates in any of the owner's efforts to maintain the confidentiality of such Confidential Information.

10.7 PCI Data Security Standards. U.S. Bank shall ensure that its Program related activities are conducted in a manner that complies with PCI Data Security Standards.

Article 11 TERM AND TERMINATION

11.1 Term. The term of this Agreement is three years from the Program Launch date (the “Initial Term”). Unless either party gives the other party 60 days written notice prior to the end of the Initial Term, the term of the Program will be automatically extended for successive one-year periods (each, a “Renewal Term”). During any Renewal Term, either party may elect to terminate the Agreement by giving written notice 90 days prior to the end of the then current Renewal Term. If such notice is given, the Agreement will terminate effective on the last day of the then current term. Notwithstanding the termination of this Agreement, the terms and conditions of all agreements between U.S. Bank and Cardholders will remain in effect.

11.2 Termination for Excusable Delay. Either party may terminate this Agreement if the other party has been excused, pursuant to section 14.14 of this Agreement, from the performance of the other party’s obligations under this Agreement for 60 consecutive days or more.

11.3 Termination for Material Breach. Either party may terminate this Agreement if the other party is in breach of its obligations under this Agreement and such breach is deemed material by the non-breaching party, in its reasonable judgment. For purposes of clarity, a material breach includes, but is not limited to, failure to perform Adequate Identity Verification or failure to pay amounts owed under Article 5. In the event either party wishes to terminate this Agreement for a reason specified in this section, such party (“Sending Party”) shall give written notice, in accordance with section 14.10 (“Remedy Notice”), to the other party (“Other Party”). The Remedy Notice must specifically state the reason or reasons why the Sending Party believes the Other Party is in material default under this Agreement and wishes to terminate this Agreement, and must request such Other Party to specify the act or acts which it will accomplish to cure the cited material defaults. The Other Party will have a period of 45 days from its receipt of the Remedy Notice to cure the cited material default, or if such material default cannot be cured in such 45-day period, specify to the Sending Party the act or acts which such Other Party will accomplish in order to cure the cited material default. In the event the default is not cured by the end of such 45-day period and the Sending Party does not at the end of such 45-day period approve the acts, if any, proposed by the Other Party as curing the cited material default, which approval will not be unreasonably withheld, the Sending Party may then immediately terminate this Agreement by giving the Other Party another written notice, in accordance with section 14.10 (“Termination Notice”), stating that this Agreement is being terminated under the provisions of this section effective upon receipt of the Termination Notice by the Other Party.

11.4 Termination for Insolvency; Unique Services. This is an agreement for certain unique services. Either party may, if in compliance or excused from compliance with its obligations under this Agreement, terminate this Agreement immediately in the event of the other party’s (a) insolvency, receivership, or voluntary or involuntary bankruptcy or institution of proceedings therefore; (b) assignment for the benefit of creditors a substantial part of that party’s property; or (c) a substantial part of the other party’s property becoming subject to any levy seizure, assignment, or sale for or by any creditor or governmental agency without being released or satisfied within 30 days thereafter.

11.5 Termination by Reason of Regulation. U.S. Bank may terminate or curtail or restrict its operations under this Agreement at any time upon 15 days’ advance written notice to the Client without liability to Client in the event of (a) the establishment of any Applicable Law or Network Rule, or (b) the decision or order of any court, agency, or tribunal that is controlling or binding on the parties, if U.S.

Bank determines, in its sole discretion, that the order, rule or regulation would (x) prohibit any or all of the services contemplated in this Agreement, (y) restrict the provision of such services so as to make the continued provision thereof unprofitable or undesirable, or (z) be unduly restrictive to the business of U.S. Bank or require burdensome capital expenditures by U.S. Bank to continue its performance of such services.

11.6 Termination for Risk. U.S. Bank may terminate this Agreement or curtail or restrict its operations under this Agreement (including the cessation of the Program in particular jurisdictions) at any time with 30 days' notice to Client without liability, except for liabilities accrued prior to the termination, upon U.S. Bank's determination, in its sole discretion, that Client's activities relating to the Program may subject U.S. Bank to undue financial, legal, regulatory, or reputational risk.

Article 12 POST-TERMINATION PROVISIONS

12.1 Account Ownership. Upon termination of this Agreement, U.S. Bank retains all right, title and interest in all Accounts and Cards and in all Cardholder Data and Card Account information, including all records relating thereto retained in U.S. Bank's System. Without limitation of the foregoing, upon and following termination of this Agreement, U.S. Bank shall have the right to solicit any Cardholder or convert any Card and related Account to any other card or account issued by U.S. Bank or any Affiliate of U.S. Bank, and to exercise all rights of ownership with respect thereto, subject to Applicable Law. U.S. Bank will have no obligation to assign new account numbers to replacement Cards.

12.2 Wind-down of Operations. Following termination of this Agreement, U.S. Bank will not be required to accept requests to issue a Card and will not reload existing Accounts with Disbursements. U.S. Bank will have six months following termination of this Agreement where it may continue to re-issue Cards to Cardholders whose Cards are lost or stolen or who request additional Cards.

Article 13 DAMAGES AND LIMITATIONS OF LIABILITY

13.1 Damages. In the event that any party defaults in any of its obligations under this Agreement, in addition to any other remedies provided pursuant to this Agreement or Applicable Law, including without limitation termination, the non-breaching party shall be entitled to recover from the breaching party the actual damages which the non-breaching party may incur on account of such breach, including without limitation reasonable attorneys' fees and expenses, court costs and the fees and expenses of consultants incurred in connection with any judicial or arbitration proceedings relating to such breach.

13.2 Injunctive Relief. The parties acknowledge that money damages would not be a sufficient remedy for any breach of Article 10 of this Agreement by any party or by any other Person receiving Confidential Information pursuant to Article 10 and that the party whose Confidential Information is disclosed or used in violation of this Agreement shall be entitled to claim injunctive or equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement, but shall be in addition to all other remedies available to such party at law or equity.

13.3 Limitation of Liability. EXCEPT FOR LIABILITIES ARISING UNDER SECTION 8.1 IN THE CASE OF THIRD PARTY CLAIMS, IN NO EVENT SHALL U.S. BANK BE LIABLE FOR INDIRECT,

CONSEQUENTIAL, ADDITIONAL, OR PUNITIVE DAMAGES ARISING OUT OF PERFORMANCE OR NONPERFORMANCE UNDER, OR OTHERWISE ARISING IN CONNECTION WITH, THIS AGREEMENT.

13.4 Time Limit for Claims. Neither party may assert a claim against the other party more than one year from the date the claiming party has or should have actual knowledge of the facts giving rise to such claim.

Article 14 ADDITIONAL PROVISIONS

14.1 Relationship of the Parties. In performing their responsibilities pursuant to this Agreement, the parties are in the position of independent contractors. Neither party has the right to bind or obligate the other party in any manner. Nothing in this Agreement is intended to create a partnership, joint venture or agency relationship between the parties.

14.2 Subcontractors. U.S. Bank may use one or more Subcontractors to perform its obligations under this Agreement. To the extent that U.S. Bank engages a Subcontractor, U.S. Bank shall remain solely responsible for the performance of the work of that Subcontractor as if the work were performed by U.S. Bank. Client will have no recourse, nor assert any claim, against any Subcontractor.

14.3 Assignment. Neither party may assign or delegate any of its rights or obligations under this Agreement without the other party's prior written consent, except that U.S. Bank may, without prior notice to or consent of Client, assign or delegate this Agreement and any of its rights or obligations under this Agreement to any Affiliate, Subsidiary, corporate parent, successor-in-interest, or successor by merger having the authority to operate the Program in the same manner as U.S. Bank.

14.4 Successor and Assigns. Subject to the terms of section 14.3, this Agreement will be binding upon and inure to the benefits of the parties' respective successors and assigns.

14.5 Survival of Terms. The obligations and remedies of the parties set forth in Articles 3, 8, 10, 12, 13, and 14 of this Agreement survive termination of this Agreement.

14.6 Governing Law and Forum. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Minnesota, without giving effect to conflict of laws principles thereof. Any action brought to enforce any rights under this Agreement shall be brought exclusively in federal or state court in Hennepin County, Minnesota. Each party waives any claim that a legal proceeding brought in accordance with this section has been brought in an inconvenient forum or that venue of that proceeding is improper.

14.7 Severability. Should any provision of this Agreement contravene any Applicable Law or Network Rule, or should any provision of this Agreement otherwise be held invalid or unenforceable by a court of competent jurisdiction, then each such provision will be automatically terminated and performance thereof by both parties waived; nevertheless, all other provisions of this Agreement will remain in full force and effect.

14.8 Amendments. Except as specifically provided elsewhere in this Agreement, this Agreement may only be modified by a written document signed by both parties.

14.9 Incorporation by Reference. Each Exhibit referred to in this Agreement is hereby expressly incorporated into this Agreement in its entirety and made a part of this Agreement. All defined terms used in this Agreement will have the same meaning when used in the Exhibits.

14.10 Notices. Any notice required or permitted by this Agreement to be given to either party by the other must be in writing and shall be delivered: (a) in person, (b) by certified mail, postage

prepaid, return receipt requested, or (c) by a commercial overnight courier that provides a confirmation of delivery. Any notice so given shall be effective upon delivery or three days from the date of mailing or sending, whichever is earlier. All notices must be addressed to a party at the address shown below for the party to whom such notice is given, or addressed to any other Person or address of which the party to receive such notice has notified the other party, pursuant to the provisions of this section:

If to Client:
Workforce West Virginia
1900 Kanawha Blvd
East Bldg 3, 3rd Floor, Suite 300
Charleston, WV 25305
Attn:

If to U.S. Bank:
U.S. Bank National Association
200 South 6th Street, EP-MN-L26M
Minneapolis, MN 55402
Attn: SVP – Prepaid Solutions

Copy to:
U.S. Bancorp Corporate Counsel
800 Nicollet Mall, BC-MN-H21N
Minneapolis, MN 55402
Attn: Prepaid Counsel

14.11 No Implied Waiver. No waiver of any provisions of the Agreement and no consent to any default under the Agreement shall be effective unless in writing and signed by the party against whom such waiver or consent is claimed. No course of dealing or failure to strictly enforce any provision of the Agreement shall be construed as a waiver of such provision for any party's rights. Waiver by a party of any fault by the other party shall not be deemed a waiver of any other.

14.12 Compliance with Network Rules. In connection with their performance under this Agreement, U.S. Bank and Client will comply with all applicable Network Rules in effect from time to time. To the extent any provision of this Agreement conflicts with any Network Rule, this Agreement will be deemed amended to the extent necessary in order to conform to such Network Rule.

14.13 Construction. This Agreement must be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party. The headings that appear in this Agreement are inserted for convenience only and do not limit or extend its scope.

14.14 Excusable Delay. Any delay in the performance of a party's obligations under this Agreement will be excused to the extent approved in writing by the parties. Any delay in the performance by a party of its obligations under this Agreement will also be excused when such delay in performance is due to the occurrence of a Force Majeure Event; provided, however, that written notice thereof must be given by the party whose performance was delayed to the other party no less than 30 days after the occurrence of that Force Majeure Event.

14.15 Immaterial Breach. From time to time, one party to this Agreement may determine that the other party is in breach of the Agreement, but that such breach is immaterial. In such cases, the party making such determination may, at its option, notify the other party in writing of the occurrence and nature of such breach. In such case, the parties will work together in a good faith effort to resolve any issues relating to the alleged immaterial breach.

14.16 Attorneys' Fees. If any litigation or alternative dispute resolution proceeding arises between the parties regarding rights or obligations under this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs, expert witness fees, consultant's fees and court costs incurred in connection with such litigation or proceeding.

14.17 Entire Agreement. Each party hereto has read this Agreement, understands it and agrees to be bound by its terms and conditions. This Agreement supersedes all prior verbal or written

agreements between the parties and now constitutes the complete and exclusive statement of the terms and conditions between the parties covering the performance hereof.

14.18 Program Records and Audit Rights. U.S. Bank shall maintain true and complete books and records relating to Disbursements under the Program (the "Program Records"). The Program Records will be maintained in accordance with good accounting practices and in sufficient detail to enable an audit trail to be established. U.S. Bank will afford Client and any mutually acceptable independent auditor reasonable access to the Program Records, upon reasonable notice and during normal business hours, for purposes of inspecting, auditing, analyzing, and copying such Program Records. Any inspection or audit of the Program Records will be at Client's sole cost and expense.

14.19 Use of Client Name. U.S. Bank may refer to Client as a party to whom U.S. Bank provides prepaid cards in its promotional materials or in its responses to requests for proposals to provide services substantially similar to those provided under this Agreement.

14.20 Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. For purposes of execution and delivery, each party may rely upon the faxed signature of the other party.

The undersigned are signing this Agreement as of the date set forth in the introductory clause.

U.S. BANK NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

WORKFORCE WEST VIRGINIA

By: _____

Name: _____

Title: _____

EXHIBIT A
PROGRAM DESCRIPTION

Core Elements

The Program will have the following core elements:

- ❑ All Cards will be Card Network-branded, following all Card Network “Prepaid Debit Card” regulations and program guidelines.
- ❑ No general purchase restrictions will be placed on the Cards (other than MCC block on online gambling).
- ❑ The Cards will have teller cash withdrawal access.
- ❑ The Cards will have ATM access at Card Network-enabled ATMs.
- ❑ The Cards will have point-of-sale access through the Card Network.
- ❑ The Cards will be standard-issue Cards carrying U.S. Bank’s name and/or marks and may also carry Client’s name and/or marks.

U.S. Bank Responsibilities

U.S. Bank shall be specifically responsible for the following:

- ❑ Providing Client with continual access to the Administrative Web Portal.
- ❑ Providing initial training (train-the-trainer) of designated Client Representatives.
- ❑ Providing all Card Collateral needed to support the delivery of Cards to the Cardholders at the agreed-upon cost.
- ❑ Setting up Accounts, processing chargebacks in accordance with the rules of the applicable Card Network, and providing all related transaction processing.
- ❑ Managing Account settlement for loading of Disbursements to Cards and processing transactions performed on Cards through the applicable Card Network.
- ❑ Providing Cardholders with transaction histories and statements via a designated web site.
- ❑ Providing access to its Continual Voice Response Unit (“VRU”) which will be made available via a dedicated toll-free telephone number. VRU features will include: Card activation lost/stolen account reporting, remaining account balance, last load amount, and recent transactions.
- ❑ Providing Cardholders with continual access to live-agent customer service representatives via a dedicated toll-free telephone number.
- ❑ Designating a POC for the Program.

Client Responsibilities

Client shall be responsible for the following:

- ❑ Actively promoting the Cards to Recipients as a means of receiving payments.
- ❑ Assisting U.S. Bank in the training of Client Representatives.
- ❑ Presenting all Card Collateral, enrollment information, and Program disclosures to Cardholders in the form and manner prescribed by U.S. Bank using only materials provided to Client by U.S. Bank.
- ❑ Enroll all applicable Cardholders in Program, and if applicable to program, reload cards following the enrollment/data entry procedures and System provided by U.S. Bank.
- ❑ Providing complete and accurate information regarding Cardholders required by U.S. Bank for initial enrollment, the scope of which is subject to change from time to time.
 - As of the date of this Agreement (but subject to change), the Cardholder information required for initial enrollment for a Personalized Card is: First Name, Last Name, Full Address, Date of Birth, and Tax Identification Number. E-mail and Mobile Phone Number shall be provided when possible.
- ❑ Client will transmit Disbursement Amounts in the manner required by U.S. Bank.
- ❑ Client will designate its POC for the Program.

**EXHIBIT B
FEE SCHEDULE**

TBD

Appendix C

Current U.S. Bank Treasury Management Agreement



Multi-Service Agreement (MSA)

Customer Tax Identification Number:

("Customer").

Customer hereby agrees as follows. Customer shall not be bound by the terms and conditions for those specific services described, to the extent Customer elects not to use such service(s).

DEPOSIT ACCOUNTS:

1. U.S. Bank National Association ("Bank") is hereby designated as Customer's non-exclusive banking depository. Customer has received a copy of the deposit account terms and conditions and agrees that such terms are hereby incorporated herein by reference and shall govern the deposit account services provided by Bank. All transactions between Customer and Bank involving any of Customer's accounts at Bank will be governed by the deposit account terms and conditions, this MSA and other disclosures provided to Customer. Customer agrees to provide Bank with a copy of documents requested by Bank.
2. Any one (1) of the persons whose names appear in Appendix A (individually, an "Account Signer") is hereby authorized to open, add, modify, or close accounts in the name of Customer or its subsidiaries or affiliates, or if applicable, as an agent for another entity, and to sign, on behalf of Customer, its subsidiaries or affiliates or as an agent for another entity, checks, drafts or other orders for the payment, transfer or withdrawal of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same and including also those payable to the Bank or to any other person for application, or which are actually applied to the payment of any indebtedness owing to the Bank from the person or persons who signed such checks, drafts or other withdrawal orders or otherwise authorized such withdrawals; and is also authorized to endorse for deposit, payment or collection any check, bill, draft or other instrument made, drawn or endorsed to the accounts governed by this MSA for deposit into these accounts. The authorization contained in the preceding sentence includes transfers of funds or other property of Customer to accounts outside of those accounts Customer maintains at Bank. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Account Signers.
3. Unless Customer otherwise advises Bank in writing and Bank has a reasonable opportunity to act on such writing, the Account Signers listed in Appendix A will be Account Signers on any future deposit accounts that Customer maintains with Bank.
4. Customer acknowledges and agrees that Bank is not required to obtain the consent of or otherwise contact an Account Signer for transactions other than those listed in paragraph 2 above, including, but not limited to, transfers between accounts Customer maintains at Bank, advances on loans Customer has with Bank and transfers to pay down loans Customer has with Bank.

TREASURY MANAGEMENT SERVICES:

5. Bank's treasury management services ("Treasury Management Service(s)") are described in the U.S. Bank Services Terms and Conditions, any supplements thereto, any implementation documents, user manuals, operating guides and other related documentation and disclosures provided by Bank, and any addendum to any of the foregoing (collectively the "Services Agreement"). Customer has received and reviewed the Services Agreement and desires to use one or more of the Treasury Management Services. Customer agrees that its use of any Treasury Management Services shall be governed by the Services Agreement, which is hereby incorporated herein by reference.

6. Any one (1) of the persons whose names appear in Appendix B (individually, a “Treasury Management Signer”) is each authorized and empowered in the name of and on behalf of the Customer to enter into all Treasury Management Services transactions contemplated in the Services Agreement including, but not limited to, selecting Treasury Management Services, appointing agents to act on behalf of Customer in the delivery of Treasury Management Services, signing additional documentation necessary to implement the Treasury Management Services and giving Bank instructions with regard to any Treasury Management Service, including without limitation, wire transfers, ACH transfers, and any other electronic or paper transfers from or to any account Customer may maintain with Bank. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Treasury Management Services. In such cases, documentation necessary to implement or amend such Services shall be signed by a Treasury Management Signer. Customer further acknowledges and agrees that Bank may implement or amend Services based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that it believes in good faith to have been received from a Treasury Management Signer. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Treasury Management Signers.

MONEY CENTER AND SAFEKEEPING SERVICES:

7. Any one (1) of the persons referenced in Appendix M (individually, a “Money Center Signer”) is each authorized and empowered in the name of and on behalf of the Customer to transact any and all depository and investment business through the Bank’s Money Center division (the “Money Center”) and any securities custodial business through the Bank’s Safekeeping Department (the “Safekeeping Department), which such person may at any time deem to be advisable, including, without limiting the generality of the foregoing, selecting any services that may from time to time be offered by the Money Center or the Safekeeping Department (collectively referred to herein as “Money Center Services” and “Safekeeping Services”, respectively), appointing additional Money Center Signers or agents to act on behalf of Customer with respect to Money Center Services and Safekeeping Services, signing additional documentation necessary to implement the Money Center Services and Safekeeping Services and giving Bank instructions with regard to any Money Center Service and Safekeeping Service. Customer has received and reviewed the Services Agreement and may use one or more of the Money Center Services or Safekeeping Services from time to time. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Money Center Services or Safekeeping Services. In those cases, the required documentation shall be signed by a Money Center Signer. Customer further acknowledges and agrees that Bank may take any action with respect to any Money Center Services or Safekeeping Services requested by a Money Center Signer based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that Bank believes in good faith to have been received from a Money Center Signer. Any one of the Money Center Signers is also authorized to execute any documentation that Bank may require to add or delete Money Center Signers.

FOREIGN EXCHANGE SERVICES:

8. Bank is authorized by Customer to enter into foreign exchange transactions as may be applicable. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other agreements and disclosures provided or made available to Customer (and/or executed by Customer and Bank from time to time) shall govern foreign exchange transactions between Customer and Bank. When Bank offers or enters into a foreign exchange transaction with Customer, it does so on an arms’-length basis, and not as its agent, advisor or fiduciary unless otherwise expressly agreed in writing. Foreign exchange rates depend on a host of factors and conditions in Bank’s discretion, include a spread or amount aimed to compensate Bank for its services, and are subject to fluctuation which can at times be significant. Bank accepts no liability for its foreign exchange rates, including without limitation any direct or indirect consequential, incidental, punitive, special or exemplary losses or costs. Customer agrees to provide documentation and information requested by Bank from time to time in order to facilitate the processing of foreign exchange transactions, and Customer acknowledges that its failure to do so in a timely manner may result in delays at Customer’s cost.

FOREIGN CURRENCY ACCOUNTS:

9. Bank is hereby designated as Customer's banking depository for one or more Foreign Currency Account(s) (the "Foreign Account(s)"). Any one (1) of the persons whose names appear in Appendix C (individually, a "Foreign Currency Account Signer") is hereby authorized to open, add, modify, or close any Foreign Account(s) in the name of Customer or its subsidiaries or affiliates and to make, on behalf of Customer, orders for payment or transfer of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same. Customer hereby expressly authorizes and directs Bank to accept written and oral instructions any payment orders, by telephone or otherwise, consistent with the Services Agreement. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the Foreign Accounts. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Foreign Currency Account Signers.

OTHER SERVICES:

10. A Contract Signer is authorized and empowered on behalf of Customer to transact any and all other depository and investment business with and through Bank, and, in reference to any such business, to make any and all agreements and to execute and deliver to Bank any and all contracts and other writings which such person may deem to be necessary or desirable.

GENERAL:

11. All Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers (whether designated in this MSA or in a prior document [for example, a Master Services Agreement, Certificate of Authority or a Treasury Management Services Agreement] executed by Customer) will remain in place until Bank receives written notice of any change and has a reasonable time to act upon Customer's written notice.
12. Any and all transactions by or on behalf of Customer with the Bank prior to the adoption of this MSA (whether involving deposits, withdrawals, Treasury Management Services, or otherwise) are in all respects ratified, approved and confirmed.
13. Customer agrees to furnish Bank with the names of the persons who presently are Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers. Bank shall be indemnified and saved harmless by Customer from any claims, demands, expenses, loss or damage resulting from or growing out of honoring or relying on the signature or other authority (whether or not properly used and, in the case of any facsimile signature, regardless of when or by whom or by what means such signature may have been made or affixed) of any officer or person whose name and signature was so certified, or refusing to honor any signature or authority not so certified.
14. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the United States fight the funding of terrorism and money laundering activities, U.S. law requires Bank, like other financial institutions, to obtain, verify, and record information that identifies each customer that opens an account. Customer acknowledges that when Customer opens an account with Bank, Bank will ask for Customer's legal name, address, tax identification number, and other identifying information that will assist Bank. Bank may ask for copies of certified articles of incorporation, an unexpired government-issued business license, a partnership agreement, or other documents that indicate the existence and standing of the entity.

CERTIFICATIONS:

Each of the undersigned (individually and collectively, the "Contract Signers") certifies that:

- Based on his or her review of Customer’s books and records, Customer has, and at the time of adoption of this MSA had, full power and lawful authority to adopt the MSA and to confer the powers herein granted to the persons named, and that such persons have full power and authority to exercise the same;
- He or she has the full power and lawful authority to execute this MSA on behalf of Customer, its subsidiaries and affiliates, or if applicable, as an agent for another entity who has entered into an agreement with Customer authorizing Customer to act on such entity's behalf;
- Customer has taken all action required by its resolutions and other organizational documents, records, or agreements to authorize the individuals listed below or in any Appendix hereto to act on behalf of Customer in all transactions contemplated under this MSA; and
- The Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers have been duly elected to and now hold the offices of Customer set opposite their respective names.

Customer agrees that document electronic signatures or signatures that are transmitted by facsimile or other electronic means shall be binding as of the date signed and to the same extent as original signatures. The parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence for the purpose of state law, federal or state rules of evidence, and similar statutes and regulations

The MSA shall be effective as of the last date of the undersigned Contract Signers:

Signature: _____
 Print name: _____
 Print title: _____
 Email address: _____
 Date: _____

Signature: _____
 Print name: _____
 Print title: _____
 Email address: _____
 Date: _____

Signature: _____
 Print name: _____
 Print title: _____
 Email address: _____
 Date: _____

Signature: _____
 Print name: _____
 Print title: _____
 Email address: _____
 Date: _____

Signature: _____
 Print name: _____
 Print title: _____
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Signature: _____
 Print name: _____
 Print title: _____
 Email address: _____
 Date: _____

Signature: _____
 Print name: _____
 Print title: _____
 Email address: _____
 Date: _____

Signature: _____
 Print name: _____
 Print title: _____
 Email address: _____
 Date: _____

For U.S. Bank use:

Review: _____ Validation Method: _____ TL Review _____ Imaged: _____



Appendix A: account signer(s)

Customer information

Customer name: _____ Tax ID number: _____

Account information

Account name	Account number	Tax ID number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

New account signers

Name	Title	Email address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Customer approval

To help the United States fight the funding of terrorism and money laundering activities, U.S. law requires Bank, like other financial institutions, to obtain, verify, and record information that identifies each customer that opens an account. Customer acknowledges that when Customer opens an account with Bank, Bank will ask for Customer’s legal name, address, tax identification number, and other identifying information that will assist Bank. Bank may ask for copies of certified articles of incorporation, an unexpired government-issued business license, a partnership agreement, or other documents that indicate the existence and standing of the entity.

The Contract Signer listed below further represents and warrants to the Bank that Customer listed above has taken all action required by its respective organizational documents to appoint the Authorized Account Signer(s); and they are authorized to complete this Appendix A for each Customer listed above. Customer is responsible for the validity and authenticity of email address provided above.

Signature: _____ Email address: _____
 Print name: _____ Date: _____
 Print title: _____

For U.S. Bank use

Authorized signer is related to Multi-Service Agreement (MSA) dated: _____
 Review: _____ Validation method: _____ TL review: _____ Imaged: _____



U.S. Bank Services

Terms and Conditions

Thank you for choosing U.S. Bank Services. This document provides product information, disclosures and descriptions of the Global Treasury Management, Foreign Exchange, and Money Center and Safekeeping Services (“Services”) available at U.S. Bank. Other documents may become part of our Agreement depending on the Services selected. Please read all documents carefully; they will govern the Services provided to you, the Customer.

Customer shall not be bound by the terms and conditions for specific Services to the extent Customer is not using such Service(s).

U.S. Bank National Association

Member FDIC

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I. INTRODUCTION

1. Definitions.

a. "Agent" means any director, officer, employee, representative, affiliate, third-party vendor or any other person or automation acting on behalf of the Customer with the actual, implied, or apparent authority of Customer. Bank may rely on any grant of authority until it receives written notice of its revocation and is given a reasonable amount of time to act upon such notice.

b. "Bank" means U.S. Bank National Association and each subsidiary or affiliate of U.S. Bank that provides Services to Customer.

c. "Business Day" means any day on which a majority of Bank's offices are open to the public for substantially all banking functions. Saturdays, Sundays, federal or state holidays or any day recognized by a Federal Reserve Bank as a holiday shall not be considered a Business Day, even if Bank's offices are open.

d. "Customer" means the business entity, and any parent company, subsidiary, or affiliate, for whom Bank provides a Service.

e. "DIY" means do-it-yourself Service selection, maintenance and partial or full implementation by Customer or Customer's Agent.

f. "Internet Service" or "Internet Services" means one or more Services offered by Bank via the Internet.

g. "Service" or "Services" means one or more global treasury management, foreign exchange, or money center and safekeeping services offered by Bank.

h. "Terms of Use" means terms or rules of use posted by Bank governing Customer's use of Internet Services.

i. "Written," "writing" and other like terms mean, unless otherwise provided or required by context, both paper and electronic forms of communication such as emails, faxes, digital images and copies, electronic notices capable of being stored and printed, and similar electronic versions. To the extent permitted under applicable law or regulation, signatures may be made and delivered electronically, whether digitally or otherwise (i.e., click to sign or digital acknowledgement), which shall have the same legal validity and enforceability as manually executed signatures and are binding on the parties. The parties may rely on electronic forms of documents subject to any applicable law, regulation, or rule.

2. Other Agreements, Laws, and Regulations. These terms and conditions and the Multi-Service Agreement (or existing Master Services Agreement, Treasury Management Service Agreement or equivalent document executed by Customer) are collectively referred to herein as the "Agreement." The Services are provided to Customer subject to the following other documents, laws, and regulations, which are hereby incorporated into and made part of this Agreement:

a. the setup materials, user guides, and any supplement thereto required by Bank to implement a specific Service (referred to in the Agreement as the "Implementation Documents");

b. the most current fee and availability schedule and other fee disclosures provided to Customer, including account statements;

c. the provisions of the then-current deposit account agreement and accompanying disclosures, which govern deposit accounts and other depository services;

d. the Uniform Commercial Code, as enacted in the State of Minnesota;

e. any applicable automated clearinghouse operating rules, including, without limitation, the National Automated Clearing House Association Operating Rules and Guidelines (the "NACHA Rules"), the Real-Time Payments Operating Rules, and the rules promulgated by the Electronic Check Clearing House Organization (the "ECCHO Rules") and The Clearing House; and

f. federal, state and local laws and regulations applicable to Bank or Customer, including, without limitation, Regulation CC promulgated by the Board of Governors of the Federal Reserve System, 12 CFR Section 229.1, et seq. ("Regulation CC"), all Operating Circulars promulgated by the Board of Governors of the Federal Reserve System, and the regulations overseen by the Office of Foreign Assets Control ("OFAC").

3. Change of Terms. Bank may change the terms of this Agreement at any time upon reasonable written notice to Customer or by any other method permitted by law. Customer's continued use of the Services after

the effective date of any change to the terms shall be deemed Customer's consent to the revised terms. Any other variations to this Agreement must be in writing and executed by Bank. In the event performance of the Services in accordance with the terms of this Agreement would result in violation of any present or future statute, regulation, government policy, or relevant clearing or central bank agreements or settlement systems to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, policy, agreement or systems, and Bank shall incur no liability to Customer as a result of such violation or amendment. No course of dealing between Bank and Customer will constitute a modification of this Agreement or constitute an agreement between the Bank and Customer regardless of whatever practices and procedures Bank and Customer may use. Bank may change the Terms of Use for any Internet Service at any time by posting notice of such change via an alert or message on a broadcast or message page of the website ("Broadcast Message"). All changes shall have an effective date. Customer's use of the Internet Service after the effective date of any such change shall constitute an acceptance of the revised Terms of Use by Customer. Customer is responsible for establishing an internal procedure for reviewing the Broadcast Message page on a regular basis to obtain timely notice of changes to the Terms of Use. In the event that a specific Internet Service does not have Broadcast Message capability, Customer will be notified of any changes in accordance with Section II.25 hereof.

4. No Third-Party Beneficiaries/Third-Party Claims. Services provided by Bank are for the sole and exclusive benefit of Customer, and no other persons or organizations shall have any of the rights and remedies arising under this Agreement. Customer agrees to defend, indemnify and hold Bank harmless from and against any and all claims, demands, expenses, losses, liabilities and damages of third parties of any nature whatsoever, including, without limitation, reasonable attorney fees and court costs at trial or appeal arising directly or indirectly from any Service delivered to Customer pursuant to this Agreement.

5. Foreign Account Tax Compliance Act. If a payment made by either party under this Agreement is or could become subject to the U.S. Federal withholding tax imposed by Sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended ("FATCA"), then (i) each party shall provide to the other party such information, and shall disclose to the applicable governmental authorities such information, as may be required in order for such party to comply with all applicable requirements of FATCA and to determine that the other party has complied with FATCA, and (ii) a party that fails to comply with FATCA shall indemnify the other party for all costs, damages, and liabilities arising out of such party's failure to comply with FATCA. Customer is responsible for providing Bank with all necessary documentation to establish that payments to Customer are exempt from FATCA withholding.

6. Disclaimer of Warranties. BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY, EITHER TO CUSTOMER OR TO ANY OTHER PARTY, WITH RESPECT TO THE SERVICES PROVIDED BY BANK OR ITS AGENTS OR WITH RESPECT TO SOFTWARE PRODUCTS PROVIDED OR MADE AVAILABLE TO THE CUSTOMER FOR ITS USE BY BANK IN CONNECTION WITH THIS AGREEMENT AND ANY SERVICE. BANK PROVIDES ALL INTERNET SERVICES ON AN "AS IS," "AS AVAILABLE" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE INTERNET SERVICES OR THE CONTENT OR SECURITY OF ANY WEBSITE. WITHOUT LIMITING THE FOREGOING, BANK DOES NOT WARRANT THAT THE OPERATION OF ANY WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER IS RESPONSIBLE FOR TAKING APPROPRIATE PRECAUTIONS AGAINST DAMAGE TO ITS OPERATIONS WHICH COULD BE CAUSED BY INTERRUPTIONS OR MALFUNCTIONS OF ANY WEBSITE AND ASSUMES THE RISK OF SUCH OCCURRENCES.

II. TERMS APPLICABLE TO ALL GLOBAL TREASURY MANAGEMENT, FOREIGN EXCHANGE AND MONEY CENTER AND SAFEKEEPING SERVICES

1. Services. Bank may provide Services that are not specifically included in the Services section of this Agreement. By accepting and using any Service, Customer agrees that the Service will be governed by this Agreement and any other conditions communicated to Customer by Bank. Certain Services included in this Agreement may not be available or may not be provided in certain market areas. If requested by Customer and agreed to by Bank, Bank will grant Customer access to one or more of Bank's Internet Services in the manner established by Bank. Customer shall use its access to Internet Services and websites operated by or on behalf of Bank only to conduct its business through or with Bank and agrees to limit access to those Agents who require access to Internet Services. In addition to this Agreement and applicable law, Customer agrees that its use of the Internet Services shall be governed any applicable Terms of Use. In the event of a conflict between the Terms of Use and the rules set forth in this Agreement, the Terms of Use shall govern.

2. Proprietary Information. Customer acknowledges that this Agreement, all related documentation and computer programs and systems used in providing Services, and all information related thereto constitute proprietary property of Bank that is of great commercial value. Customer agrees that it shall not acquire any proprietary interest or rights therein as a result of its use of the Services and shall keep all such proprietary information strictly confidential.

3. Representations and Warranties. Customer and Bank each represent and warrant to the other, as of the date this Agreement is entered into and at the time any Service is used or performed, that: (a) it is validly existing and in good standing under the laws of the jurisdiction of its organization; (b) it has all requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement and each Service used or performed by it; (c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation; (d) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement or any Service used or performed by it has been obtained; and (e) the Services received are for business use only and are not primarily for personal, family or household use. In addition, Customer represents and warrants to Bank that this Agreement will not violate: (i) any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on Customer or Customer's use of any Services; or (ii) the provisions of any agreement to which Customer is a party or is subject, or by which it, or its assets, is bound, or conflict with or constitute a default thereunder. Customer represents and warrants that it has collected appropriate consents to provide its Agents' and other employees' personal information to Bank (and its subcontractors) to provide the Services, including generating the Codes (defined below). To the extent applicable to Customer, Customer represents and warrants that it is not using any of the Services in the delivery of Title IV funds under 34 C.F.R. § 668.

4. Financial Review. Bank's willingness to provide Services to Customer is dependent on the Customer's financial condition. Customer's financial condition is subject to review by Bank from time to time, and such reviews must be satisfactory to Bank in its sole discretion and opinion. Customer shall, upon request, provide to Bank any such information as Bank may require to perform any such review. Customer's failure to meet such standards or provide such information or assistance when requested shall constitute a breach of this Agreement and shall permit Bank to cease providing Services upon written notice to Customer.

5. Fees. Unless otherwise agreed to by Bank in writing, Customer shall pay Bank the fees, charges and assessments set forth for the Services provided in the most current fee schedules and other fee disclosures provided to Customer (including account statements), plus additional fees and expenses for extraordinary Services. The price schedule for each Service shall be deemed accepted by Customer upon provision of the Service to Customer (including Services selected by Customer via DIY). In

addition, Customer shall pay all taxes and other charges imposed by any governmental authority on the Services and any equipment provided, including but not limited to sales tax, but excluding any taxes based on Bank's property or net income. Upon request, Customer shall notify Bank of its state of domicile for tax reporting purposes and will notify Bank of any change thereto. If Customer is exempt from sales taxes or any other taxes, it must provide notice to Bank along with a copy of an exemption certificate. Bank may change the amount or type of service charges from time to time. Fees for Services used by Customer may be charged in full to Customer's account(s) or may be offset through account analysis by applying earnings credit to Customer's service charges to determine a single monthly net service charge. The applicable earnings credit rate is established by the Bank and will change from time to time without advance notice to Customer. Customer's net service charge could be zero if such earnings credit exceeds total charges in a given month, however excess earnings credits are not refundable as a payment and unused earnings credits shall be forfeited according to a schedule established by Bank or agreed to by the parties. If Customer's earnings credit is insufficient to offset the amount due hereunder, Customer agrees to pay such amount to Bank upon demand. If the earnings credit rate for Customer's account(s), or the index or other referenced rate upon which the earnings credit rate is based, is at any time less than zero percent, Customer agrees to pay all amounts of the negative earnings credit or fees imposed by Bank as compensation for the negative earnings credit rate. Customer authorizes Bank to debit Customer's account(s) with Bank for any and all fees, expenses or other charges owed by Customer to Bank under this Agreement.

6. Accounts.

a. **Deposit Accounts.** Most Services require that Customer maintain one or more deposit accounts with Bank. All checks, wire transfers, ACH payments and other items deposited into such accounts are provisionally credited and taken subject to later verification by Bank and Bank's receipt of final settlement. Deposited items that are deposited and later returned unpaid will be charged against the account without prior notice. Customer agrees to pay Bank for any overdraft or overpayment in any of Customer's accounts. If the interest rate for any of Customer's deposit accounts, or the index or other referenced rate upon which the interest rate for such accounts is based, is at any time less than zero percent, Customer agrees to pay Bank all amounts of the negative interest or fees that Bank imposes as compensation for the less-than-zero interest rate. Customer authorizes Bank to charge any account Customer maintains with Bank for any amount remaining due under this Section.

b. **Virtual Accounts.** If requested by Customer and agreed to by Bank, Customer may elect to open, close, and/or maintain one or more virtual subaccounts ("Virtual Account") in a structure beneath Customer's deposit account at Bank. Customer agrees that (i) Customer will be considered owner of the funds, including for tax purposes, within any Virtual Account, regardless of the subaccount structure created by Customer, and as such is responsible for any obligations arising from ownership of such funds; (ii) Customer is responsible for and assumes all liability for Agents of Customer granted access to any Virtual Account; (iii) Customer is responsible for compliance with any and all laws and regulations applicable to such Virtual Accounts; and (iv) unless approved in writing by Bank, Customer shall not assign any Virtual Account to any legal entity other than the legal entity to which the deposit account is titled. Bank also offers a multi-tax identification number Virtual Account ("multi-TIN Virtual Account") structure which may be available upon request by Customer and agreement by Bank. The multi-TIN Virtual Account structure is governed by a separate Supplemental Terms and Conditions which governs such accounts and will be made available to Customer upon implementation of a multi-TIN Virtual Account.

7. Security Interest. Customer grants to Bank a consensual possessory security interest in Customer's deposit accounts maintained with Bank and the funds held therein to secure payment of all of Customer's obligations under this Agreement.

8. Accuracy and Timeliness of Information. Bank will use reasonable efforts to provide the information requested through the Services in a

prompt fashion but shall not be liable for temporary failure to provide timely information. In such event, Customer shall be responsible for carrying out banking business through alternative delivery channels. Bank shall not be liable for any inaccurate or incomplete information with respect to transactions which have not been completely processed or posted to Bank's systems prior to being made available pursuant to the Services.

9. Treasury Management Signers, SinglePoint Users, and System Administrators. Customer shall appoint certain Treasury Management Signer(s) in the Multi-Service Agreement or in such other format or document as may be agreed or accepted by Bank. Customer agrees that Treasury Management Signers shall be authorized to act on behalf of Customer in all actions taken under this Agreement and may enter into all transactions contemplated in this Agreement, including, without limitation, selecting Services for the benefit of Customer, appointing initial system administrator(s), and signing additional documentation that may be necessary to implement Services and giving instructions with regard to any Service, including, without limitation, wire transfers, ACH transfers and other electronic or paper transfers from or to any account Customer maintains with Bank. If Customer uses Internet-based services, Customer shall designate one or more system administrators ("System Administrator(s)"). The Treasury Management Signer(s) or System Administrator(s) shall appoint Agents to access or use the Services provided for the benefit of Customer ("SinglePoint Users"). SinglePoint Users may act on behalf of Customer for a particular Service in accordance with the relevant Implementation Documents or other document(s) establishing the SinglePoint Users' responsibilities or in accordance with the authority granted by Customer. A System Administrator or SinglePoint User may submit documents or forms to Bank via a secure communications channel offered by Bank, such as, but not limited to, a Bank platform requiring sign-on credentials. Bank may rely on any signature (digital, electronic, facsimile, wet ink, etc.), including a signature other than that of the SinglePoint User, on a document or form, or image thereof, submitted via any such method. Customer may revoke the authority of or change the Treasury Management Signers at any time upon notice to Bank and execution of any additional documentation that may be required by Bank. Such change or revocation shall not be binding upon Bank until it has had a reasonable opportunity to act upon Customer's request and receipt of additional required documentation. In any event, Bank may act on instructions that it believes in good faith were provided by a Treasury Management Signer or SinglePoint User, or anyone purporting to be a Treasury Management Signer or SinglePoint User.

The System Administrator shall be responsible for setting up Internet Services and for establishing internal security procedures related to such Internet Services, which may be made available through applications or systems offered by Bank, including, without limitation, accepting delivery of software, system-wide configuration of Bank accounts, appointing SinglePoint Users, establishing authority levels, authorization requirements and payment limits, distributing and resetting IDs, passwords and other internal security devices related to the Internet Services, and selecting certain Internet Services as permitted by Bank. Customer represents and warrants to Bank that any actions, including DIY requests, taken by the System Administrator in relation to the Internet Services including, without limitation, the selection of Services, the appointment of SinglePoint Users and the access, automation and privileges granted to such SinglePoint Users, are duly authorized by Customer.

System Administrators shall assign only one ID to each SinglePoint User or System Administrator to identify the SinglePoint User of System Administrator within Bank's internet platform. If a SinglePoint User or System Administrator is assigned more than one ID, Customer releases and holds Bank harmless from any damages or losses suffered as a result, including, but not limited to, the use of multiple IDs to authorize or authenticate payments from Customer's account(s).

10. Forms Approval and Service Implementation. Bank reserves the right to approve the form of Customer's checks, drafts, deposit slips and

similar documentation. Prior to initiating a new account or Service, or at any other necessary time, Customer agrees to provide all information and conduct any test that Bank may reasonably request, including, without limitation, completing Implementation Documents and signature cards, providing corporate resolutions and other documents, and assessing test tapes and transmissions. Customer acknowledges that Services will not commence or continue until such time as an approved item or test is provided to Bank and determined by Bank to be satisfactory. During the implementation process, Customer may be required to provide information, perform testing, or otherwise engage with Bank. Customer acknowledges that its failure to timely perform any such task may delay implementation. Customer shall be responsible for initial product installation, whether or not Bank provides telephone or on-site installation support.

11. Security and Security Procedures.

a. Introduction. Customer agrees that Bank may select, in its sole discretion, security procedures that must be used in connection with certain Service(s), including Internet Services. Customer acknowledges and agrees that it understands Bank's security procedures, and that such security procedures are commercially reasonable. Customer agrees that its use of Bank's security procedures constitutes its agreement to such security procedures, regardless of whether Bank has communicated such security procedures to Customer. Customer represents and warrants that it will comply with Bank's security procedures. Customer agrees to be bound by any payment order, transaction or service change order that is acted upon by Bank in accordance with such security procedures. Bank reserves the right to reject any transaction or Service request that is not made in accordance with such security procedures. Customer understands that the security procedures are not intended for the purpose of detecting errors in the transmission or content of information controlled by Customer. If Customer selects certain security procedures to use in connection with a Service and those security procedures provide less protection against unauthorized transactions or activity than other security procedures offered by Bank in connection with such Service, the security procedures selected by Customer shall be deemed commercially reasonable to the same extent as the security procedures offered by Bank that provide greater protection. Customer acknowledges that, in order to meet the constantly evolving threat of account fraud, the Bank's security procedures also need to evolve over time. Bank reserves the right, and Customer agrees that Bank shall have the right, in its sole discretion, to issue new security procedures and/or to cancel or change any security procedures by giving verbal or written notice to Customer. The new or changed security procedures shall become effective upon notification unless Bank provides an effective date to Customer. Customer acknowledges and agrees that, notwithstanding anything to the contrary set forth in the Agreement, reasonable notice may be less than a day's notice or even contemporaneous. Customer agrees that its use of such new or changed security procedures constitutes its agreement: (i) to use the new or changed security procedures, regardless of whether Bank has communicated the new or changed security procedures to Customer, and (ii) that such new or changed security procedures are commercially reasonable. Bank also reserves the right to periodically audit Customer's security procedures and information technology processes, and to mandate controls or suspend Services until Customer complies with such security procedures.

b. Access. Customer shall be solely responsible for designating authorized access to Services. Access to Services may be controlled through the use of user IDs, personal identification numbers, passwords, digital certificates/signatures, biometric authentication, private keys or other security devices ("Codes"). Customer is solely responsible for maintaining its own internal security and agrees to use the utmost care in selecting any company, individual or automation given access to one or more of the Services. Codes that are assigned to individual SinglePoint Users shall not be shared with any other person, including other SinglePoint Users and Customer shall not disclose any information regarding the Services that an unauthorized user would find helpful to obtain access to all or part of any Service. Customer assumes all risk of accidental disclosure or

inadvertent use of any Codes, whether such disclosure or use arises out of Customer's negligent or deliberate acts or otherwise. If Customer or its Agents has reason to believe that any security procedures or Codes have or may become known by unauthorized persons (whether or not employed by Customer) or if Customer believes its network or computer systems have been compromised or its computers infected, Customer shall immediately notify Bank by telephone and confirm such verbal notification in writing to Bank within 24 hours. Bank will replace the security procedures and/or Codes in accordance with Bank's procedures. Customer shall be solely responsible for funds transfer instructions and other communications or transactions initiated before Bank receives Customer's notice and had a reasonable time to act on such notice. Customer agrees to defend, indemnify and hold Bank harmless from and against any claims, losses, damages, costs, expenses, fines and other liabilities arising out of Customer's failure to maintain the security and confidentiality of the Codes or arising out of the unlawful use of any website or portal by Customer or any person or automation that obtains access to a website or portal using the Codes.

c. Confidentiality. Customer and Bank represent, warrant and mutually agree that all confidential information concerning the other party or parties, or any third parties, that comes into its possession in connection with any of the Services will be maintained in strictest confidence and in accordance with applicable law and, to the extent applicable to a specific Service, Payment Card Industry (PCI) Data Security Standard requirements. Such confidential information shall not be used or divulged to any other party except as may be necessary or advisable for the due performance of any of the Services, as required by applicable law, or as otherwise agreed or consented to by the parties. Each party shall maintain physical, electronic, and procedural safeguards to keep the other party's confidential information secure. Upon the request of the disclosing party, the receiving party shall promptly return or destroy all physical confidential information of the disclosing party, except for any documents to be retained as necessary to comply with regulatory requirements or internal document retention requirements and any such confidential information so retained will in all events be protected and maintained as such for the duration of its retention. Customer's obligation to maintain the confidentiality of all security procedures shall survive the termination of any Service or this Agreement. Customer acknowledges that certain Services may involve the handling of confidential consumer information that may be subject to privacy laws and regulations, including unauthorized access or breach notification regulations. Customer agrees to notify Bank immediately if Customer sends or receives Protected Health Information (as defined in the Health Insurance Portability and Accountability Act of 1996) that requires the execution of a business associate agreement. Customer consents to Bank sharing confidential information with its affiliates and vendors in order to provide recommendations to Customer of additional products and services that Bank reasonably believes may be of interest to Customer. Customer shall promptly notify Bank of any unauthorized access to or disclosure of confidential information. Notwithstanding the foregoing, nothing in this Agreement prohibits Customer or Bank from affirmatively reporting or communicating with the staff of any governmental entity, regulator, or self-regulatory organization (including the U.S. Securities and Exchange Commission) regarding possible violations of law or regulation, or from providing information and documents, with the exception of information or documents that are subject to a legal privilege or other applicable restriction, to any such agency or regulatory body, without notice to or approval.

d. Verbal or Written Instructions. For some Services, Bank may choose to honor Customer's request to give Bank verbal or written instructions regarding the Services. Customer agrees that Bank may in good faith rely on such verbal or written instructions that purport to come from an authorized Agent of the Customer without independent verification by Bank.

e. Fraud Prevention Measures. Bank offers certain products, Services, and security procedures, such as, but not limited to, Positive Pay, Payee Positive Pay, account blocks or filters, and multi-factor authentication,

that are designed to detect or deter fraud. Failure to use such products, Services or security procedures could substantially increase the likelihood of fraud. If Customer fails to implement any of these products, Services or security procedures, or if Customer fails to follow these or other precautions reasonable for its particular circumstances, Customer agrees that, except with respect to liability, loss or damage caused by Bank's own lack of good faith or failure to exercise ordinary care: (i) it will be precluded from asserting any claims against Bank for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, Service, security procedure or precaution was designed to detect or deter; (ii) Bank will not be required to re-credit Customer's account or otherwise have any liability for paying such items; and (iii) Customer will pay all costs and expenses incurred by Bank for all efforts undertaken by Bank to recover any losses incurred by Customer.

f. Waiver of Security Procedures. Customer, after having been offered Bank's security procedures, may request that payment orders, transactions, or services orders be authenticated using a different security procedure. Bank, in its sole discretion, may elect to permit Customer to use such a security procedure. In such circumstances, Customer agrees that it shall be bound by any payment order, transaction, or service order authenticated by its selected security procedure whether or not such payment order, transaction, or service order is properly authorized.

g. Internet Services. Customer shall at all times use a Web browser that supports the level of encryption used by Bank as part of its security procedures. Customer is solely responsible for maintaining a secure work environment to ensure against the use of Internet Services by unauthorized individuals or unauthorized automated access. Security procedures to be followed by Customer include, without limitation, informing SinglePoint Users that any passwords should not be shared, securing physical access to the terminals used for Internet Services when an SinglePoint User has logged in to an application or system and, if applicable, identifying secure methods for controlling authorized automated access to an application or system.

h. Antivirus Protection. Customer agrees to run antivirus software before transmitting data to or through any website. Customer may use any commercially available, industry recognized antivirus software of the type that detects and disinfects viruses automatically, without the need for the Customer to execute virus scanning for each file manually. Customer shall update its antivirus software on a regular basis and in no event less often than once every week.

i. Anti-malware Protection. If Customer fails to install commercially reasonable anti-malware software, Customer agrees that, except with respect to losses caused by Bank's own lack of good faith or failure to exercise ordinary care, it will be precluded from asserting claims against Bank for any losses caused by malware which such software could have detected, deterred or destroyed. Bank will not be required to re-credit Customer's account or otherwise have any liability for such losses.

j. Network Security. Customer agrees to install and utilize current industry-standard network security for its information technology systems that access Services via the Internet. Network security protection includes, but is not limited to, firewalls and intrusion detection systems. For certain Services, Bank may require Customer maintain specific network security protection in order to access the Services.

k. Service Training. Bank offers training for many of its Services, both on-line and in-person. If Bank makes training available for a particular Service, either during or after the implementation process, and Customer fails to take advantage of such training, Customer acknowledges that Bank shall have no responsibility for any losses suffered by Customer as a result of its failure to take advantage of such training opportunities.

l. Ransomware. Customer shall notify Bank if Customer is the victim of a ransomware attack prior to using Customer's deposit account(s) or any Bank services to make payment to any third-party in satisfaction of a ransomware demand.

12. Unsecured Electronic Transmissions and Instructions. Bank shall transmit to Customer information related to Services via secure electronic

transmissions. If Customer elects to send or receive instructions or reports from Bank via unsecured electronic means, including, without limitation, facsimile transmission, voice mail, unsecured email, pager or other unsecured electronic or telephonic methods ("Electronic Transmission"), Customer acknowledges that such Electronic Transmissions are inherently insecure communication methods due to the possibility of error, delay and observation or receipt by unauthorized personnel. Bank may rely in good faith on Customer's instructions regarding how and to what number or email address Electronic Transmissions should be sent and may rely on any Electronic Transmission that it reasonably believes to have been initiated by the Customer. Should Customer elect to send or receive unsecured Electronic Transmissions to or from Bank, Customer assumes all risks, and Bank shall not be liable for any loss, that results from the nonreceipt, disclosure, alteration, or unauthorized access of any such unsecured Electronic Transmission.

13. Account Blocks and Filters. ACH debit blocks and check blocks prevent ACH debits and checks from posting to Customer's account. ACH filters and check filters enable Customer to set various criteria to authorize certain transactions to post to Customer's account while excluding others. If an ACH debit or check filter is established by Customer, any ACH debit entry or check presented that does not specifically meet the criteria will be dishonored or sent back to the originator of the transaction. Customer acknowledges that the effectiveness of the filters is dependent on the accuracy and timeliness of the information provided by Customer. In addition, Customer acknowledges that payments to Bank and certain Bank-approved vendors cannot be blocked and that certain ACH transactions such as returns, settlements or adjustments cannot be blocked per Nacha Rules. If Customer desires to modify a block or filter setting, Customer shall notify Bank at least three (3) business days in advance of the changes taking effect.

14. User Manuals; Computer Equipment and Software. Bank may provide Customer with one or more user guides or manuals ("User Manual") in paper or electronic format that will set forth the applicable policies and procedures related to a Service with which Customer agrees to comply. Bank may, without prior notification, make amendments to any User Manual. Bank owns or has obtained all proprietary rights to the User Manuals and Customer agrees not to duplicate, distribute, or otherwise copy Bank's User Manuals without Bank's prior written consent. Any User Manual will at all times remain the property of Bank and Bank reserves the right to request Customer to return all printed copies of such User Manual within thirty (30) days of termination of the applicable Service. Many Services require the use of computer hardware and software or other equipment. Customer is responsible for maintaining its computer and equipment (including those provided by or through Bank for use with Services) in good working order. Customer shall ensure that computers and other equipment have the necessary compatibility and format to interface with Bank's systems, including, without limitation, the ability to support the Bank's security procedures. Customer agrees to install upgrades and other system enhancements within a reasonable time after being requested to do so by Bank. License agreements for necessary software shall either be embedded in the software or separately documented. Customer agrees to comply with all applicable software license agreements, whether or not such agreements have been executed by Customer. Customer has no rights or ownership in any software provided by or through Bank and shall not transfer, copy, alter, modify, reverse engineer, reproduce, or convey in any manner, in whole or in part, any such software. Customer shall return all software and User Manuals associated with any software upon request. Bank makes no representations or warranties with respect to any equipment or software provided by Bank.

15. Transactions on Non-Business Days/Cutoff Times. Transactions, deposits, payment orders, entries or other requests by Customer received by Bank on a non-Business Day, after established cutoff deadlines, or during a maintenance window may be treated by Bank as received on the next Business Day or may not be processed at all. Bank may change any

cutoff time or other deadline at any time. Bank will make a reasonable effort to notify Customer of any changes in advance.

16. Customer-Initiated Transactions and Instructions. Bank will honor Customer's transactions and instructions (including adjustments, amendments, and cancellations) only when Customer has complied with this Agreement and related policies and procedures. Bank will be under no obligation to honor, either in whole or in part, and may, in its sole discretion, delay, suspend or reject any transaction or instruction that:

- a. exceeds Customer's collected or available funds on deposit with Bank;
- b. Bank has reason to believe may not be authorized by Customer;
- c. involves funds subject to a hold, dispute or legal process preventing their withdrawal;
- d. violates any provision of any applicable regulation of the Federal Reserve Bank or any other federal, state, or local regulatory authority;
- e. requires Customer, at Bank's sole discretion, to complete an additional security procedure due to characteristics of such transaction or instruction before processing;
- f. requires Bank to complete regulatory or legal clearance requirements, such as OFAC screening; or
- g. Bank has reasonable cause not to honor, for the protection of either Bank or Customer.

17. Inconsistent Name and Account Number. If Customer or third party acting on Customer's instruction initiates a fund transfer instruction or payment order ("Payment Order") to Bank that describes the person to receive the proceeds of such Payment Order (the "Beneficiary"), the Beneficiary's bank, or an intermediary bank by name and an account or other identifying number, Bank and subsequent parties to the Payment Order, including the Beneficiary's bank, may rely on and act solely on the basis of such number, even though the name and number do not agree and even though Bank and subsequent parties know or have reason to know of the inconsistency. Customer's obligation to pay the amount of the Payment Order to Bank is not excused in such circumstances. With respect to incoming Payment Orders that do not include an account number recognizable to Bank, Bank may return the Payment Order to the sending financial institution without incurring any liability to Customer.

18. Intercompany Services/Authority to Transfer or Commingle Funds. In the event that Customer lists entities in an appendix to the Multi-Service Agreement or in any other document or otherwise requests Bank to provide Services to a parent company, subsidiary, affiliate, or other commonly owned company, or any other company, Customer agrees that it and each company so listed shall be jointly and severally liable for such other company's obligations under this Agreement. Customer hereby represents and warrants to Bank that any and all transfers and commingling of funds required or permitted by any Service or requested by Customer, and all other aspects of the performance hereby by Bank and Customer, have been duly authorized by all necessary parties, including, without limitation, the account holder of each account, and that Customer has obtained and shall maintain in its regular business records and make available to Bank upon reasonable demand, for a period of seven (7) years after termination of the Service, adequate documentary evidence of such authorization from the account holder of each account, executed by the duly authorized officer(s) of each such account holder in accordance with that account holder's bylaws and/or board resolutions. Customer further represents and warrants that each transfer or commingling of funds authorized hereunder is not in violation of any agreement, bylaw, or board resolution of Customer or any of its affiliates or subsidiaries, nor is it in violation of any applicable federal, state, local law, regulation, of any decree, judgment, order of any judicial or administrative authority. Each representation and warranty contained herein shall be continuing and shall be deemed to be repeated upon Bank's effecting each transfer and commingling of funds authorized hereunder.

19. Customer Records. This Agreement and the performance of Services by Bank shall not relieve Customer of any obligation imposed by law, clearinghouse rules (including the Nacha Rules and ECCHO Rules), or by

contract regarding the maintenance of records, or from employing adequate audit, accounting and review practices as are customarily followed by similar businesses. In addition, Customer shall retain and provide to Bank, upon request, all information necessary to remake or reconstruct any deposit, transmission, file, or entry for thirty (30) days following receipt by Bank of the deposit, file, entry, transmission, or other order affecting an account.

20. Account Communications and Review Period. Customer agrees to regularly and promptly review and verify all statements, reports, check payment records, wire transfer instructions, confirmations, adjustments, charges, and other transactions ("Account Communications"). Customer may receive or access Account Communications electronically, including without limitation, delivery by posting to a password-protected website or database. Customer acknowledges that any Account Communication provided by Bank through electronic delivery is deemed to constitute good and effective delivery when posted by Bank, regardless of whether Customer actually or timely receives or accesses such Account Communication. Unless a different review period is specified elsewhere in this Agreement, Customer shall, within a reasonable time, which in no event shall be greater than thirty (30) calendar days following the day Bank first mails, electronically transmits or otherwise makes data available to Customer ("Review Period"), notify Bank of any error or discrepancy between Customer's records and any Bank notice or statement, or any transaction or transfer Customer believes was not authorized. If Customer fails to notify Bank of such unauthorized transaction within the Review Period, Customer agrees that the failure to report any such errors or unauthorized transactions shall relieve Bank of any liability for the unreported erroneous or unauthorized transaction. In accordance with NACHA Rules, Customer must report an unauthorized ACH debit entry to the Customer's account by the established deadline on the Business Day following the settlement date of the unauthorized entry. Otherwise, Customer's sole recourse is to the originator of the transaction.

21. Communications.

a. Monitoring and Recording. Customer acknowledges and agrees that Bank, or any third-party acting on Bank's behalf, may monitor and/or record any communication between Customer, or its Agent, and Bank, or any third-party acting on Bank's behalf, for quality control, security, and other purposes. Customer also acknowledges and agrees that this monitoring or recording may be done without any further notice to Customer or its Agent. The communication that may be monitored or recorded includes telephone calls, cellular or mobile phone calls, electronic mail messages, text messages, instant or live chat, or any other communications in any form.

b. Telephone Calls and Text Messages. Customer gives Bank express consent to make calls to any telephone number provided by Customer to Bank, including to cellular (mobile) phone numbers. Consent includes authorization to use any means, including automatic dialing technology, artificial and pre-recorded voices, and text messages, for servicing and other non-telemarketing purposes.

22. Limitation of Bank's Liability for Services. Customer acknowledges that Bank's fees for Services are very small in relation to the amounts of transfers initiated through these Services and consequently Bank's willingness to provide such Services is based on the liability limitations contained in this Agreement. In addition to greater limitations on Bank's liability that may be provided elsewhere in this Agreement, (a) Bank's liability related to any Service shall be limited exclusively to actual proven damages arising directly from its own gross negligence or willful misconduct; and (b) Bank shall not be liable for any loss or damage arising directly or indirectly from the following:

- (i) any inaccuracy or incompleteness in the input of an order or instruction from the Customer;
- (ii) any failure by Customer to obtain a confirmation of an order or instruction; or
- (iii) any cancellation or attempted cancellation by Customer of an order or instruction.

Except for claims arising directly from Bank's own gross negligence or willful misconduct, Bank's liability for violations of Bank's obligations shall be limited to the amount of fees paid by Customer during the twelve (12) month period preceding the date on which the claim arose. Any fees offset by use of earnings credits shall be considered 'fees paid by Customer' for purposes of the previous sentence.

Bank will not, under any circumstances, be liable for any special, incidental, indirect, consequential, punitive or similar losses or damages, whether or not the likelihood of such losses or damages was known by either party at the time Customer first obtains Services from Bank or at the time any instruction or order is given to Bank pursuant to any Service, and whether such losses or damages arise from tort, contract, loss of investment opportunity, lost or reduced profits, or otherwise. Bank's maximum liability for any loss of interest shall be calculated using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. Notwithstanding the foregoing, Bank shall not be liable for any losses or damages caused, in whole or in part, by the action or inaction of Customer, or any Agent or employee of Customer, whether or not such action or inaction constitutes negligence or a breach of this Agreement. Bank shall not be liable for any damage, cost, loss, liability or delay caused by a force majeure event, including but not limited to, accident, strike, labor dispute, fire, flood, war, riot, terrorist act, government restrictions, compromise of the confidentiality, integrity, or availability of Customer's data or information, exchange or market rulings, market volatility, suspension of trading, equipment breakdown, electrical, telephone, Internet or mechanical failures, acts of nature, epidemic, any cause which is attributable to a third party, or any other cause or event that was beyond Bank's reasonable control whether or not reasonably foreseeable. Customer agrees that any indemnification obligations of Customer under this Agreement shall survive termination and that the fees charged for the performance of the Services shall be deemed to have been established in contemplation of these liability limitations.

23. Dispute Resolution.

a. Governing Law. Except as otherwise provided herein, this Agreement shall be governed by the laws of the State of Minnesota, without regard to conflicts of law principles.

b. Jury Trial Waiver. To the fullest extent permitted by law, Bank and Customer hereby agree to waive trial by jury in any judicial proceeding involving, directly or indirectly, any matter (whether in tort, contract or otherwise) in any way arising out of, related to, or connected with these Services or this Agreement. Bank and Customer represent and warrant to each other that this jury trial waiver is knowingly, willingly, and voluntarily given.

c. Jurisdiction and Venue. Customer consents to the jurisdiction of the courts of the State of Minnesota, waives any argument that such venue is inconvenient and agrees to bring litigation commenced in connection with this Agreement in either the District Court of Hennepin County or the United States District Court, District of Minnesota, Fourth Division.

d. Collection Costs. Should Bank have to undertake any action to recover any amount due under this Agreement for the Services, including, without limitation, fees, overdrafts or overpayment, Customer shall be liable to Bank for the cost of such effort, plus reasonable attorney fees.

e. Adverse Claims. If Bank receives an adverse claim against any account, and Bank reasonably believes that it will not be protected if the claim is ignored, Customer agrees that Bank may place a hold on the affected account. Any such hold will remain in place only so long as reasonably necessary to resolve the claim or employ legal remedies to allow a court to decide such claim. Assuming compliance with this Section, Bank shall have no liability for dishonored transactions due to the hold, and Customer agrees to reimburse Bank all costs, including reasonable attorney fees, incurred due to such adverse claim.

24. Necessary Third-Party Service Providers.

a. Third-Party Networks. Some Services are provided by Bank through access to a third-party network. Such Services are dependent upon the availability of the third-party network on conditions acceptable to Bank.

Bank reserves the right to discontinue the Service or provide the Service through an alternative third-party network and shall have no liability should such network become unavailable. Bank does not warrant and shall not be responsible for Services received by Customer from any third-party network.

b. Third-Party Vendors. Customer agrees that Bank may, at its sole discretion and at any time without notice to Customer, engage third-party vendors to provide a Service, or portions thereof, to Customer, or to support Bank in its provision of a Service to Customer. Customer acknowledges that Bank's third-party vendors may perform certain functions offshore. Some Services and/or computer equipment and software are provided to Customer by a third-party vendor selected by Customer who is unaffiliated with Bank. In those cases, the third-party vendor is acting as Customer's Agent rather than an agent of Bank, and Customer agrees to be bound by such third party's acts or omissions. Bank does not warrant and shall not be responsible for Services provided by unaffiliated third-party vendors. Customer authorizes Bank to disclose to any third-party vendor of Customer or Bank information concerning Customer to the extent required to deliver the requested Service.

c. Customer-Directed Data Sharing. Some companies offer financial management tools that allow Customer to aggregate account information (including account statements and tax documents) from a variety of sources so that Customer can view multiple accounts at a single online location. Any information Customer shares with a third party becomes subject to the third party's privacy and security policies. Customer should carefully read and understand the third party's privacy policy, terms and conditions, and other documentation regarding their data sharing and security practices. Bank is not responsible for, and does not control, how a third party may use the information Customer shares with that third party.

In certain cases, Customer can share its information without sharing its Codes with third parties; instead, Customer logs in directly with Bank and provides sharing instructions. If Customer directs Bank to share information with a third party using this method, Bank will only share information as instructed in Customer's authorization. Customer can manage its data sharing instructions, and revoke its authorization, using SinglePoint.

Some aggregation services may require Customer to provide personal identification information, including specific account information and Codes. By providing Codes to such a service, Customer authorizes that service to access its account which may include the ability to initiate transfers to or from its account. Any use of a third-party site is at Customer's own risk. If Customer elects to provide its Codes or other information about your accounts to a third party, Customer is responsible for the use of its account or the disclosure of any personal information by the third party.

25. Notices. All written notices to Bank shall be delivered or mailed to the address designated by Bank. Notices, including but not limited to, Account Communications sent to Customer shall be delivered or mailed to Customer's current lead account address or other known address if deemed more appropriate by Bank under the circumstances. Notices may be delivered to some Customers in electronic format, including posting to Bank's website, delivery via facsimile to a number on file, or delivery to an electronic mail address on file or used by a Treasury Management Signer or SinglePoint User.

26. Severability. To the extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be held to be invalid, illegal or unenforceable, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without rendering invalid, illegal or unenforceable the remainder of any such provision or the remaining provisions of this Agreement.

27. Waiver. A waiver by Bank or Customer of any term or provision shall not be construed as a waiver of such term or provision at any other time, or of any other term or provision. Bank's waiver of the enforcement of any of the terms of this Agreement with respect to any transaction or series of

transactions will not affect 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.

28. Assignment. In addition to Section 24 above, Bank may at any time assign or delegate its rights and duties under this Agreement. Customer may not assign or transfer its rights or obligations hereunder to any other person or entity without Bank's written consent, which consent shall not be unreasonably withheld.

29. Termination. Any Services, or feature or function of any Services, may be terminated by either party upon thirty (30) days' prior written notice to the other. Bank may also terminate or suspend any Services, or feature or function of any Services, immediately without notice to Customer if any of the following occurs: (a) Customer becomes insolvent or files, or has filed against it, any bankruptcy or other insolvency, reorganization, liquidation or dissolution proceeding of any kind; (b) a material adverse change occurs in Customer's business or financial condition; (c) Bank has reason to believe that Customer has engaged in fraudulent or illegal activity; (d) Customer fails to maintain balances in accounts sufficient to cover overdrafts; (e) Customer violates, or is in default under, the terms of this Agreement or any other agreement with Bank; (f) Customer fails to comply with security procedures or fails to provide information reasonably requested by Bank; (g) Bank has a reasonable basis to believe the confidentiality, integrity, or availability of Customer's data or information has been compromised; (h) Bank determines it is impractical or illegal to provide any Services because of changes in laws, regulations or rules or due to regulatory guidance, demand or request; (i) Bank, in good faith, is unable to satisfy itself that any Services have been properly authorized by Customer; or (j) Bank, in good faith, deems itself insecure. Notwithstanding any termination, the terms of this Agreement shall apply to all transactions which have been initiated prior to termination.

30. Privacy.

a. California Consumer Privacy Act. (CCPA). Use of California Covered Personal Information. "California Covered Personal Information" means the Personal Information (as defined under CCPA) that Bank may Collect (as defined under CCPA) pursuant to the terms of the Agreement or the Services provided hereunder that is not subject to Gramm-Leach-Bliley Act. "CCPA" means the California Consumer Privacy Act of 2018, codified at California Civil Code section 1798.100 *et seq.*, as amended by the California Privacy Rights Act (CPRA), and all applicable regulations and successor laws thereto.

If Customer is a "Business" under the CCPA, then with respect to California Covered Personal Information (if any), the provisions of subsections 30(a) and (b) hereof shall apply. Bank may only process the California Covered Personal Information being disclosed by Customer or otherwise Collected in connection with the Agreement for the Business Purposes (as defined under CCPA) agreed upon by the Parties, or as Customer may otherwise instruct, or as may be permitted under the CCPA. Bank shall comply with all applicable sections of the CCPA, including providing the same level of privacy protection required of Customer with respect to the California Covered Personal Information and shall implement reasonable security procedures and practices appropriate to the nature of the California Covered Personal Information.

b. Individual Requests. Each Party shall cooperate with and assist the other party in complying with the CCPA. Bank will provide timely assistance to Customer in responding to a California resident's request to know, including by providing Customer with the California Covered Personal Information of such resident that Bank has in its possession or otherwise Collected pursuant to this Agreement or in connection with providing the Services; provided, however, that Customer acknowledges most California Covered Personal Information (e.g., Customer's employees' contact information) was provided to Bank by Customer (so Customer should already have access to such information). Bank will comply with reasonable requests from Customer to delete or correct any California Covered Personal Information that Bank has Collected in connection with this Agreement, unless Bank determines that a statutory exemption or other legal requirement permits it to retain such California Covered Personal Information. If Bank stores such California Covered

Personal Information on archived or backup systems, Bank may delay compliance with the request, with respect to such information, until the archived or backup system related to that data is restored to an active system, is next accessed or used, or the data is destroyed as part of the regularly scheduled destruction of such backed-up information.

In the event that Bank receives a request directly from a California resident to exercise his/her rights under the CCPA, Bank may (in its sole discretion) inform the person that the request cannot be acted upon because the request has been sent to a service provider or Bank may respond to such request in accordance with its standard process for responding to requests (which may also include providing a general response to those who are not residents of California or otherwise covered by CCPA).

c. Other States. The parties acknowledge that Bank is exempt from state data privacy laws that include an exemption for financial institutions subject to the Gramm-Leach-Bliley Act (e.g., Colorado Privacy Act, Connecticut Act Concerning Personal Data Privacy and Online Monitoring of 2022, Iowa's Act Relating to Consumer Data Protection, Utah Consumer Privacy Act of 2022 and Virginia Consumer Data Protection Act).

31. Information Reporting. Bank is authorized to store, process, transmit and make available through Bank's SinglePoint platform or other applications or systems as may be introduced by Bank and through third-party data processing providers ("Providers") information regarding accounts designated by Customer. Bank or Providers will transmit to Customer information regarding its account(s) and/or other financial data through the System on a periodic basis. Due to transaction processing time and potential reporting delays, the balances shown in the System may not be an accurate reflection of collected or available funds at any given moment. Customer may elect to receive data through one or more delivery mechanisms, including, without limitation, the Internet, Application Programming Interface (API), facsimile, secure email or other data transmission options supported by Bank. Balance and related information for Customer's account(s) held at other financial institutions may be made available by these financial institutions or Providers that input information into Bank's System. Bank will use reasonable care in submitting data into the System but assumes no responsibility for the accuracy or timeliness of the account information and other financial data supplied by other financial institutions or Providers. Bank will make every reasonable effort to deliver information by the mutually agreed upon time but does not guarantee a specific delivery time. Accordingly, Bank's responsibility to Customer with respect to the delivery of information shall be to deliver such work as close to the agreed time as may be reasonably practicable.

32. Transaction Services. Customer may use SinglePoint or other similar System to access treasury management Services offered by Bank for which Customer has enrolled. Depending on the type of Service or System feature offered by Bank and selected by Customer, access to the transaction Services may include, but are not limited to, ACH, cash vault, check payables, wire transfer payments, Real-Time Payments (RTP), Zelle disbursements, book transfers, positive pay services, investments, loan services, trust services, letter of credit services, adjustments, returns and exceptions management, receivables management, transaction research and annotation, and system administration.

III. TERMS APPLICABLE TO SPECIFIC GLOBAL TREASURY MANAGEMENT SERVICES

The following are additional terms and conditions applicable to specific Treasury Management Services offered by Bank. Bank may change the number or type of Services offered at any time. Customer shall not be bound by the terms and conditions for the specific Services described in Sections III, IV, and V of this Agreement to the extent Customer is not using such Service(s).

A. ELECTRONIC BILL PRESENTMENT AND PAYMENT SERVICES

Electronic Bill Presentment and Payment (EBPP) Services, including eBill, E-Payment, and other service options for Customer to select, allow Customer's customers ("Payers") to make payments to Customer through multiple channels. Depending on the specific EBPP Services solution used, these channels may include, without limitation, the Internet, an Interactive Voice Response (IVR) system, text message, chatbots, social media, or virtual assistants. In addition, Customer may distribute electronic invoices, bills or statements to Payers who can pay such invoices, bills, or statements via multiple payment channels accessible through the EBPP Services.

1. Internet and Channel Options.

a. "Customer Payment Site" means the interactive Internet payment site hosted by Bank or a third-party vendor used by Bank (collectively, for this Section III.A, "Bank") where Payers may make payments to Customer over the Internet. Bank will configure, implement, host, and support the Customer Payment Site. If Customer provides the content for the Customer Payment Site, Customer agrees to indemnify and hold Bank harmless for any content that violates applicable law or payment network rules. If available and upon request by Customer, Bank will provide draft terms and conditions for Customer to provide to its customers on Customer Payment Site. Such terms and conditions are provided "AS IS," without any representations or warranties. Customer shall be solely responsible for determining the suitability of such terms and conditions for Customer's use, as well as the final form and content of any terms and conditions it elects to post (if any).

b. Customer License. Bank shall have the right and license to use or sublicense Customer's name, trademarks, service marks, copyrights and logos and other textual information in connection with the Customer Payment Site solely for the purposes contemplated herein.

c. "Administrative Payment Center Website" means the interactive Internet site hosted by Bank where Customer may access reports, initiate payments on behalf of Payers, or initiate refunds. Bank will configure, implement, host, and support the Administrative Payment Center Website. Customer shall be solely responsible for setting up SinglePoint Users, access entitlements and internal controls within the Administrative Payment Center Website.

d. Links. If applicable, Customer shall provide and maintain a secure link on its website to the Customer Payment Site. Customer shall be responsible for ensuring that the link to the Customer Payment Site takes Payer to the appropriate area within the Customer Payment Site. Customer shall be responsible for providing the agreed-upon data concerning Payer in a manner that meets Bank's encryption or security methods during the exchange. Customer and Bank agree to use industry-standard security procedures and technology to ensure the security of the Customer's website and the Customer Payment Site and to prevent data theft or unauthorized access.

2. Compliance with laws and regulations. Customer agrees to comply with all applicable laws, rules and regulations, including without limitation, those issued by: (i) the National Automated Clearing House Association; (ii) the Real-Time Payments (RTP) System Operating Rules; (iii) the Zelle Network Participation Rules; (iv) any governmental entity, including (without limitation) the requirements contained in the Electronic Fund Transfer Act (including without limitation Section 1005.10, Preauthorized Drafts), the Americans with Disabilities Act, the Health Insurance Portability and Accountability Act, Regulation E, the Electronic Signatures in Global and National Commerce Act, the Controlling the Assault of Non-

Solicited Pornography And Marketing (CAN-SPAM) Act, the Fair Credit Reporting Act and the Telephone Consumer Protection Act; and (v) any other entity or association that issues or sponsors a payment device, including (without limitation) PCI Data Security Standard requirements and any credit card association, including Visa and Mastercard. Customer further agrees to comply with all payment network regulations for ATM debit networks.

3. Payer Authentication / Authorization. For each payment channel, Bank shall authenticate a Payer's identity or the validity of a payment authorization in the manner specified by Customer in the Implementation Documents. Customer acknowledges and agrees that the authentication of the Payer's identity or the validity of the payment authorization in such manner shall constitute a commercially reasonable fraud detection measure and Bank shall have no liability for all payments so authenticated. Bank is not responsible for errors made by Payer or Customer and may rely on the information submitted or communicated by Payer or Customer. Customer agrees to defend, indemnify and hold Bank harmless from any claims related to Customer's or Payer's submission of inaccurate or incorrect information.

4. Payment Processing. Payments shall be processed in the manner mutually agreed to between Bank and Customer, which may include ACH debit entries, debit cards, credit cards or other payment processing methods, including digital wallets. Customer shall at all times be considered the originator of Payer's payment. For ACH WEB debit transactions, upon Customer's request and if agreed to by Bank, Bank will validate receiving account and account status information by use of a commercially reasonable fraud detection system selected by Bank for the first use of new account information or of a change to existing account information. By requesting that Bank perform such validation, Customer consents to Bank disclosing any information necessary to perform such validation to Bank's third-party vendors. Depending on the applicable payment processing channel, payment processing may also be subject to the terms of any other agreement between Bank and Customer and between Customer and the payment transaction processor supported by Bank (including those who may be an affiliate of Bank). Depending on the specific EBPP Services solution used, payments may be initiated through a number of channels including, but not limited to, the Customer Payment Site, IVR system text message, chatbots, social media, or virtual assistants. Bank will notify Customer of the payments that were initiated either through the Administrative Payment Center Website or by delivering a file in the manner set forth in the Implementation Documents. Customer acknowledges that all payments are subject to adjustment, return, reversal and/or chargeback in accordance with the rules governing the applicable payment processing channel. Customer agrees to be liable to Bank for any such adjustment, return, reversal, or chargeback.

5. Recurring Payments. Some EBPP Services provide Customer with the ability to offer Payers the option of making fixed or variable recurring payments. Customer must use and Payers must enroll in an EBPP Service that offers recurring payments in order to initiate variable recurring payments. Customer is responsible for providing prior notice to Payers of recurring payments, including amount and date, at least 10 days prior to each scheduled payment.

6. Fees. In addition to Bank's standard fees, Customer agrees to pay additional fees and expenses for implementation of EBPP Services as may be disclosed from time to time by Bank. Customer also agrees to pay the applicable fees and expenses charged by the payment transaction processor supported by Bank, as set forth in Customer's agreement with such processor.

7. Convenience Fee, Service Fee, and Surcharge

a. Some EBPP Services offer flexible fee or surcharge options that allow Customer or Bank to define and collect fees or surcharge to be charged to Payers in connection with the payment transaction. Payers are provided with the opportunity to stop the payment process if they do not wish to pay the fee.

b. If Customer desires to collect fees, Customer shall be responsible for ensuring that fee and surcharge assessments comply with the relevant laws, rules, and regulations.

c. If agreed to by Bank and Customer, Bank may collect and retain the fees. In such case, Customer agrees that Bank may, in its sole discretion, set, adjust, manage, and collect the fees as a means to wholly or partially offset Bank fees that may otherwise have been incurred by Customer. Bank's willingness to collect fees shall be based on Customer's projected payment volume, average ticket, type of transactions, or other considerations such as changes to interchange fees and assessments. Bank may, in its sole discretion, establish or modify payment caps for sums paid by Payers. If the actual payment volume, average ticket, payment types or other considerations fail to meet Customer's stated projections or do not completely offset Bank fees, Customer agrees to reimburse Bank for any resulting shortfall in Bank fees.

8. Transaction Controls. Customer agrees to notify Bank of any material change or anticipated material change in daily dollar activity or type of transaction processing and obtain Bank's consent to such change. Bank may, in its sole discretion, immediately upon written notice to Customer, place a maximum dollar limit on the EBPP Services transactions or require Customer to provide reasonable security for Bank's continued handling of such transactions.

9. Payer Communications. Customer agrees to obtain all consents necessary from Payers for Bank to process the Payers' data and communicate with Payers (e.g., confirmation Short Message Service ("SMS") or email) in the course of performing EBPP Services.

10. Customer Records. This Agreement and the performance of EBPP Services by Bank shall not relieve Customer of any obligation imposed by law, clearinghouse or payment system rules, payment card industry rules, or by contract regarding the retention, maintenance or destruction of records, or from employing adequate audit, accounting and review practices as are customarily followed by similar businesses. In addition, Customer shall retain and provide to Bank, upon request, all information necessary to remake or reconstruct any transmission, file, or entry for thirty (30) days following receipt by Bank of the deposit, file, entry, transmission, or other order.

11. Bill Presentment and Distribution Service. If offered within the EBPP Services selected by Customer, Customer may, if approved by Bank, distribute invoices, statements, confirmations, regulatory notices, or other electronic communications to Payers via EBPP Services. Customer represents and warrants that it will not use or include any reference to untruncated credit card, social security, or bank account numbers, or Protected Health Information in any electronic communications exchanged through EBPP Services. Customer shall indemnify and hold Bank harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly from Customer's breach of the representation or warranty contained in this paragraph. Customer acknowledges and agrees that all electronic communications exchanged through EBPP Services may be received, processed, managed, and archived by third parties unaffiliated with Bank. Bank makes no representation or warranty, and assumes no responsibility, with respect to any actions or inactions of any unaffiliated third party in connection with Customer's use of EBPP Services.

12. Third-Party Vendor. Customer agrees that Bank may, at its sole discretion and at any time without notice to Customer, engage a third-party vendor to provide EBPP Services, or portions thereof, to Customer, or to support Bank in its provision of EBPP Services. Customer acknowledges such third-party vendors may perform certain functions offshore. Customer authorizes Bank to disclose to any third-party vendor information concerning Customer to the extent required to deliver EBPP Services. Customer may elect to receive other services not offered by Bank directly from any such third-party vendor. Bank shall have no responsibilities or liability with respect to the provision of such services.

13. Card Updater Service. Bank participates in card updater programs offered by card issuers which enable Bank to update card information for Payers with expired or expiring cards. If selected by Customer and agreed to by Bank, Bank will provide Customer with updated card information for Payers when such information is available. Customer must be approved by card issuers, or by Bank in accordance with card issuer guidelines, prior to use. Such information will only be available for Payers who have elected recurring payments or for which another legitimate business need exists. Bank is not responsible for the accuracy or completeness of any information provided by the card issuers.

14. E-Lockbox. E-Lockbox provides Customer with the ability to receive consumer payments electronically that are initiated via the consumers' home banking portal or through other payment channels offered by third-party bill consolidators, including consumer credit counseling agencies.

a. Network. "Network" means the Mastercard Remote Payment and Presentment Service ("RPPS"), a division of Mastercard International, Inc., or other originators of consumer-initiated bill payments. Bank receives payments and remittance data via the Network. Bank will credit payments to Customer's account and electronically transmit the remittance data in Bank's standard or other mutually acceptable format for loading to Customer's accounts receivable system.

b. Customer's Responsibilities. Customer shall provide Bank with all data and specifications necessary for the Network to process payments and for Bank to transmit the remittance data to Customer. Customer agrees to conduct tests that Bank may deem necessary to ensure Customer and Bank are able to process the remittance data. The purchase, installation, testing and maintenance of any and all equipment used to receive and process information from Bank is the responsibility of Customer. As soon as possible, and in any event, no later than 48 hours after Bank transmits the remittance data to Customer, Customer agrees to process all such data and to inform Bank of any incorrect, unidentifiable, or unprocessable information (collectively, "Returns").

c. Bank's Responsibilities. Bank shall develop a program to process and transmit remittance data received from the Network in Customer's preferred file format. Bank shall transmit Returns to the Network when Customer provides Bank with the Return information. Bank will credit Customer's account in an amount equal to the payments received and debit Customer's account in an amount equal to any Returns and, if applicable, any Reversals (defined below).

d. Reliance on Network. Customer acknowledges that Bank's ability to process payments and remittances are dependent upon the continued use and support of the Network and third-party computers housing the Network and its associated communications network. In the event that access to the Network or its computer communications system is terminated or suspended for any reason, Bank shall not be liable to Customer for any disruptions or failure to provide any part of this Service. Bank assumes no responsibility for the accuracy, timeliness or the completeness of data delivered from the Network to Bank.

e. Optional Reversal Transactions. Reversals are Network-initiated debit messages from payment originators informing of the cancellation of previous transactions. Customer may set debit caps on Reversals to limit the daily debit amount a payment originator may send through the Network. If Customer instructs Bank to accept Reversals, Customer hereby authorizes Bank to debit Customer's account for the amount of the Reversals.

f. Optional Biller Stop Payment. Biller Stop Payment allows Customer to provide Bank with instructions regarding payments that Customer does not want posted to its account. If Customer instructs Bank to stop a payment from posting to its account, Customer hereby authorizes Bank to return the payment through the Network. Payments that are stopped will not be included in Customer's settlement transaction or the remittance data provided to Customer.

B. INSTANT PAYMENTS

1. Introduction. If requested by Customer and agreed to by Bank, Customer or its Agent may initiate Instant Payments transactions ("Payment Instructions") for payments on Business Days to the accounts of others ("Receivers") in accordance with Bank's security procedures and this Agreement. Bank will act as Sending Participant or FedNow Sender with respect to such Payment Instructions. Customer's rights and obligations with respect to such Payment Instructions are governed by applicable law, the U.S. Bank Services Terms and Conditions, this agreement, and the operating and governing rules for the payment networks (i.e. RTP Operating, Federal Reserve Operating Circular 8, FedNow Operating Rules) (collectively, the "Network Rules"), as amended from time to time. Customer acknowledges that it shall be bound by the Network Rules and agrees not to initiate any Payment Instruction in violation of the Network Rules, applicable federal, state, or international law, regulation, (including, without limitation, regulations promulgated by the Office of Foreign Assets Control (OFAC), FinCEN, and any applicable rules governing foreign payments systems. Customer acknowledges and agrees that Bank shall have the right to examine Customer's books, records, and systems to ensure Customer's compliance with this Agreement and that Bank shall further have the right to suspend Services if Bank reasonably believes that Customer is not complying with this Agreement. Customer acknowledges that a copy of applicable Network Rules is either publicly available or may be obtained by request to Bank. Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to them in the U.S. Bank Services Terms and Conditions or the applicable Network Rules.

2. Payment Instruction Origination/Processing Dates/Deadlines. Customer must initiate Payment Instructions in the manner and format agreed to by Bank. Payment Instructions transmitted to Bank shall be in a format communicated to Customer by Bank. Customer agrees that all Payment Instructions that involve the exchange or transmission of banking information via unsecured electronic networks shall be encrypted or transmitted via a secure session, using a commercially reasonable security technology that, at a minimum, is equivalent to 128-bit RC4 encryption technology.

3. Payment Settlement. Payment Instructions sent using Instant Payment Services are final and irrevocable unless otherwise mandated by law or applicable Network Rules. The funds for payments sent using Instant Payment Services will be deducted from Customer's account immediately.

4. Payment Instruction Content and Accuracy. In submitting any Payment Instruction, Customer shall be responsible for providing all information required by Bank. Customer bears sole and exclusive responsibility to verify that the information set forth in Payment Instructions submitted to Bank is authentic, accurate, complete and conforms to the applicable Network Rules, Bank's file format, and other requirements. Instant Payment Services are only designed to respond to information provided by Customer and any inaccuracy may result in unintended processing by Bank. Bank bears no responsibility for detecting or reporting any error in information supplied by Customer and shall not be liable to Customer for inaccurate, incomplete, or otherwise incorrect Payment Instructions.

5. Secondary Authorization. Bank strongly recommends that Customer utilize a second individual to review and approve Payment Instructions prior to submission to Bank. Customer acknowledges and agrees that such a security procedure is commercially reasonable and that Customer's failure to use this procedure substantially increases Customer's risk of an unauthorized Payment Instruction.

6. Payment Instruction Limits and Payment. Customer agrees to comply with any applicable per transaction or aggregate Payment Instruction limits established by the applicable Network Rules or Bank. Customer shall maintain and designate a settlement account with Bank for the purpose of funding Customer's Payment Instructions ("the Settlement Account"). The total dollar amount of Payment Instructions initiated by Customer through Bank and pending on a given day shall not exceed the

available balances in the Account or, should one be established by Bank, an exposure limit ("Exposure Limit"). Establishment of an Exposure Limit should not be interpreted or construed by Customer as a commitment or agreement to provide any credit or loans to a Customer and is subject to modification or termination at any time by Bank. Customer shall pay Bank for all Payment Instructions and authorizes Bank to charge its Settlement Account in the amount of a Payment Instruction immediately upon initiation of the Payment Instruction. Bank shall have the right in its sole discretion to reject any or all Payment Instructions initiated by Customer without notice if Bank has reason to believe that there will be insufficient collected and available funds on the relevant settlement date, even if Bank may have previously accepted Payment Instructions for processing with insufficient available funds in the Settlement Account. The order in which Bank processes payments is determined by Bank in its sole discretion. Bank may establish, monitor and periodically review Customer's Exposure Limit and Customer's compliance thereof, and may, in Bank's sole discretion, cease processing Payment Instructions based on such review.

7. Foreign Payments Prohibited. Customer shall only use Instant Payment Services to effectuate payments to a Receiver whose account is located in the United States. To the extent Customer sends or receives a payment for the benefit of another person, the Person on whose behalf Customer sends or receives the payment must be a resident of or otherwise domiciled in the United States. Customer warrants that all transactions comply with OFAC regulations.

8. Data Breach Notification. Customer may have gathered personal or financial information of its vendors or customers for the purpose of initiating Payment Instructions. Such information may include, without limitation, the vendor's or customer's bank account number together with the bank routing number, or the vendor's or customer's name together with the social security number or tax identification number. Customer agrees to immediately report to Bank any loss, theft, or unauthorized access of such information (a "data breach") by or from Customer, its Agent, or third-party service provider. Customer acknowledges that Bank may have an obligation to report any data breaches to other affected parties, and agrees to establish appropriate procedures to prevent, detect, investigate, and report data breaches.

9. Payment Instruction Receipt Confirmation. Bank shall provide Customer with a confirmation that Customer's Payment Instruction(s) were successfully processed. Customer shall compare the confirmation information to Customer's Payment Instruction information and immediately notify Bank in the case of a mismatch. Customer acknowledges that the confirmation report or file is for the sole purpose of verifying Bank's receipt of the file and does not signify Bank's validation of the accuracy of the information. Bank will make reasonable efforts to recall the Payment Instruction if Customer notifies it of an error, but Customer bears sole responsibility for any inaccurate or incomplete information provided to Bank.

10. Rejected and Returned Payment Instructions. Bank may reject any Payment Instruction that is not initiated in accordance with this Agreement. If a Payment Instruction is rejected, or returned for any reason whatsoever, it shall be Customer's responsibility to reinitiate the Payment Instruction. Bank will give Customer or its designated Agent notice of any rejected or returned Payment Instruction in the manner agreed to by the parties. Bank will select, at its sole discretion, the method in which to return funds to Customer for returned or rejected Payment Instructions in the event the Account is closed or otherwise unavailable to Bank.

11. Customer Representations/Indemnity. Customer represents and warrants to Bank that each Payment Instruction: (i) complies with the terms of this Agreement and the applicable Network Rules; (ii) does not breach any warranty of Customer or Bank contained in this Agreement or the applicable Network Rules; (iii) complies with applicable state, federal and international laws and rules, including, without limitation, the Electronic Funds Transfer Act and regulations overseen by the Office of Foreign Assets Control; and (iv) is accurate, timely, and authorized. Customer is deemed to make to Bank any representation or warranty that Bank makes, under applicable law and the applicable Network Rules to

another party. Customer will indemnify, defend, and hold Bank harmless from and against any and all claims, demands, expenses, losses, liabilities, and damages, including without limitation, government or network fines, reasonable attorney fees and court costs at trial or on appeal that arise directly or indirectly out of any Payment Instruction initiated by Customer in violation of this Agreement or the applicable Network Rules.

12. Requests for Payment. Upon request by Customer to Bank, Bank may, in its sole discretion, permit Customer to send Requests for Payment using Instant Payment Services. If permitted, Customer warrants that the Request for Payment (i) is made for a legitimate purpose and (ii) is not part of a fraudulent scheme to induce a payment; harassing, or otherwise unlawful including violations of the prohibition on unfair, deceptive, or abusive acts or practices as set forth in Title X of the Dodd-Frank Act or violations of the prohibition on unfair or deceptive acts or practices in or affecting commerce as set forth in Title 5 of the Federal Trade Commission Act. A legitimate purpose is when a Request for Payment is made to request payment for (i) a current sale or transaction, or (ii) an amount due, owed or otherwise agreed to be paid to Customer by message recipient, and (a) Customer is known to the message recipient and (b) message recipient would reasonably expect to receive the Request for Payment. Customer shall only use Requests for Payment for permissible uses under the applicable Network Rules.

If Bank receives a claim that a Request for Payment was not for a legitimate purpose or permissible use, or otherwise violated the applicable Network Rules or any warranty contained therein, Customer agrees: (i) to fully cooperate with Bank in responding to any such claim, and (ii) Bank may reverse the payment from Customer's account and return such payment to the Message Receiving Participant at Bank's discretion.

13. Documents. Customer may elect to send document images using the Instant Payment Services. Customer is responsible for all documents it sends Instant Payment Services. Customer represents and warrants to Bank that such documents are authentic, not used for fraudulent, abusive or unlawful purposes and comply with all applicable laws and regulations, including, but not limited to, laws and regulations governing information security and confidentiality.

14. Customer as Payment Service Provider. If Customer intends to transmit payments as a Payment Service Provider (PSP), Customer must first be approved by Bank to do so. For purposes of this Section, the definition of a PSP provided in the RTP Rules applies to all payment channels used in Instant Payment Services unless the rules governing the specific relevant payment channel contain a definition of a PSP (or a materially equivalent term to a PSP as defined in the RTP Rules).

Customer must submit an application to be provided by Bank. If Bank, in its sole discretion, approves Customer's application, Customer may nonetheless be required to enter into an agreement with applicable network provider. If approved to act as a PSP, Customer agrees to be bound by the applicable terms provided in this Agreement and the applicable Network Rules. If required by Bank, Customer will submit a PSP annual certification in the form required by Bank. Customer warrants to Bank that it will at all times remain in compliance with any applicable Network Rules governing PSPs. Customer agrees to provide to Bank with information regarding its activity and its compliance with this Supplement and the applicable Network Rules.

Customer warrants to Bank that each party for whom it is acting on behalf of has agreed to the applicable Network Rules and that Payment Instructions shall not be initiated in violation of laws of the United States, the applicable Network Rules, or this Agreement. Customer shall provide Bank with the list of such parties, copies of the agreements, and other information deemed reasonably necessary to identify the parties for whom Customer is acting on behalf of within two (2) business days of Bank's request. Bank reserves the right to review the list of parties for which Customer is sending or receiving Payment Instructions or RFPs and to reject any in Bank's sole discretion. Customer agrees to indemnify, defend, and hold Bank harmless from and against any and all claims, demands, expenses, losses, liabilities, and damages, including reasonable

attorney fees and court costs at trial or on appeal that arise directly or indirectly from the failure of the Customer or Persons for whom it is acting as a PSP to perform its obligations under the applicable Network Rules or applicable law. Customer further agrees to assume all responsibilities, warranties, and liabilities such parties, as specified in the applicable Network Rules. Customer shall cooperate fully and respond within five (5) Business Days to any inquiry from Bank relating to potential Network Rules inquiries or violations.

C. ELECTRONIC DEPOSIT SERVICES

1. Introduction; Processing Options. Electronic Deposit Services provide Customer with the option of making electronic deposits using one or more products offered by Bank. Customer agrees that the Electronic Deposit Services shall be governed by this Section and other relevant sections of this Agreement. Customer shall at all times maintain a deposit account with Bank. Customer may use the Electronic Deposit Service to capture checks or check information received from its Payor Customers into Check Images and transmit the same to Bank for processing and collection. Bank will seek to collect such Check Images through the check collection system by presenting or exchanging Check Images, or using Check Images to create a Substitute Check, or a Photo-In-Lieu ("PIL") for collection.

2. Definitions.

a. "Check Image" means an electronic image of the front and back of an original paper check (including a paper Demand Draft), or an electronic image of a Substitute Check that is created by Customer, Bank or another bank or depository institution in the check collection system.

b. "Check Image Metadata" means information about the Check Image, as well as pointers to the actual image data (also known as image tags).

c. "Customer System" means the computer hardware and/or software and/or Web-based applications located at Customer's site that is used by Customer to prepare Electronic Deposits and to access the Electronic Deposit Services.

d. "Demand Draft" or "Remotely Created Check" means a paper item, other than a Substitute Check or PIL, which (i) is drawn on a Payor Customer account, (ii) does not bear the signature of the Payor Customer, and (iii) is authorized by the Payor Customer to be issued in the amount for which the item is drawn.

e. "Electronic Deposit" means electronic information (including Check Images, Check Image Metadata, MICR Data or dollar amount), obtained from capturing information from an original paper check and remittance documentation that is transmitted to Bank for deposit, processing, and collection.

f. "Electronic Deposit Services" means an array of products and services that allow organizations that receive check payments and/or remittance payments to deposit all payments electronically at Bank, as further described in the applicable User Manual.

g. "Electronic Deposit System" means Bank's computer systems or databases that Customer may access in order to obtain Electronic Deposit Services.

h. "MICR Data" means information from the Magnetic Ink Character Recognition stylized printing on the bottom of checks comprising of routing, transit, account and check serial numbers.

i. "Payor Customers" means clients and/or customers of Customer that submit original paper checks or check information to Customer for payment obligations owed to Customer.

j. "Photo-In-Lieu" or "PIL" means a photocopy of the front of an original paper check created from a Check Image.

k. "Substitute Check" means a paper check document that meets the definition of a "substitute check" in the Check Collection for the 21st Century Act as implemented by Regulation CC of the Federal Reserve Board.

3. Customer Authorizations and Notifications. Customer shall adhere to any and all applicable laws, regulations and clearinghouse rules, including but not limited to, obtaining all necessary consents and authorizations from, and/or providing all necessary disclosures to its Payor Customers concerning the creation of Demand Drafts. Customer is solely responsible for ascertaining the content, method, and frequency of any required authorizations and notifications.

4. Determination of Items Eligible for Electronic Deposit. Only a paper item, payable on demand, and drawn on or payable through or at an office of a bank, is eligible for deposit as a Check Image. Unless permitted by applicable law, Customer represents and warrants to Bank that Customer shall not use the Electronic Deposit Services to transmit Electronically Created Items (as defined in Federal Reserve's Regulation CC). Without limiting the generality of the preceding sentence, the following items are not eligible for deposit as Check Images or an Electronic Deposit under the Electronic Deposit Services, and Customer must deposit these original paper items with Bank: (i) checks, including travelers checks, that are drawn on banks located outside of the United States; (ii) checks payable in a medium other than U.S. dollars; (iii) non-cash items (as defined under Section 229.2(u) of Federal Reserve's Regulation CC); (iv) promissory notes and similar obligations, such as savings bonds (unless explicitly permitted as an Electronic Deposit in the applicable User Manual); (v) checks issued by and drawn on Customer or an affiliate of Customer; and (vi) any other class of checks or drafts as identified by Bank to Customer from time to time in the User Manual.

5. Capture of Checks and Check Information.

a. For certain Electronic Deposit Services, Customer shall use scanning hardware and/or software that meets Bank's specifications. Depending on the type of Electronic Deposit Service or processing option(s) selected by Customer, in the event the condition of a paper check precludes a complete automated read, Customer shall be responsible for visually inspecting the Check Image. Customer shall be responsible for the repair of any MICR Data (if applicable) and for ensuring that any and all information on the front and back of a paper check is accurately captured and legible in the resulting Check Image, that the resulting Check Image contains an accurate record of all MICR Data required for a substitute check, and that the Check Image otherwise complies with any Check Image or MICR Data quality standards and guidelines that may be established by the American National Standards Institute (ANSI), ECCHO Rules, the Federal Reserve, other applicable regulatory agency or clearinghouse, or which Bank may provide to Customer from time to time. Customer acknowledges that current image technology may not capture all security features (e.g., watermarks) contained in the original paper checks and agrees to assume any and all losses resulting from claims based on security features that do not survive the image process.

b. Customer further acknowledges that Bank does not verify the accuracy, legibility, or quality of the Check Image prior to processing an Electronic Deposit. Bank may, in its sole discretion, reject, repair, alter, amend, re-format or convert the Check Image Metadata or MICR Data submitted in an Electronic Deposit in accordance with general check collection practices and industry presentment standards, but Bank shall have no obligation to reject, repair, alter, amend, re-format or convert the Check Image Metadata or MICR Data. If Bank requires that Customer comply with certain formatting standards or other guidelines outlined in the applicable User Manual when submitting Electronic Deposits (for example, requiring use of the external processing code for identifying Remotely Created Checks) and Customer declines to implement, or comply with, such standards or guidelines, Customer acknowledges that Bank shall not be liable for any error or loss that results from Bank processing such Electronic Deposit or from Bank's re-formatting or conversion of the Electronic Deposit prior to processing.

c. Bank shall not be liable to Customer for failure to process an Electronic Deposit, or any error that results in processing or collecting an Electronic Deposit: (i) for which Customer has not provided Bank an accurate, complete and legible image of, or information from, the original paper check; (ii) for which Customer has failed to comply with formatting standards or other guidelines required by Bank; or (iii) which would violate this Agreement, the User Manual or any other agreement between Customer and Bank.

d. If Customer desires to make an Electronic Deposit outside of the contiguous United States, Customer shall seek Bank's prior approval. Bank may reject a deposit transaction or terminate the Electronic Deposit Services immediately if Customer fails to obtain Bank's prior approval. If Customer chooses to access Electronic Deposit Services from locations

outside the contiguous United States, Customer is responsible for compliance with local laws. Customer agrees not to use the Electronic Deposit Services in any country that is subject to geographically-based restrictions imposed by OFAC.

6. Upload of Electronic Deposit to Bank.

a. Customer shall upload the Electronic Deposit transmission (containing one or more Electronic Deposits) to Bank prior to the daily cut-off time established by Bank from time to time for the receipt of Electronic Deposits. Any Electronic Deposit transmission received by Bank after its daily cut-off time shall be deemed to have been received by Bank at the opening of its next Business Day. Performance of the Electronic Deposit Services may be affected by external factors such as communication network latency. Customer is responsible for the transmission of the Electronic Deposit until the Electronic Deposit System reports a successful acknowledgement of receipt of the transmission.

b. An Electronic Deposit is received when the entire Electronic Deposit transmission in which that Electronic Deposit is contained is received by Bank in accordance with Section III.C.6.a above. If only a portion of that Electronic Deposit transmission is received by Bank for any reason, including without limitation, a failure during the transmission to Bank, the Electronic Deposit transmission is deemed to have been not received by Bank with respect to any Electronic Deposit contained in that Electronic Deposit transmission (including any Check Image contained in the portion of that Electronic Deposit transmission that was received).

c. Bank will process Electronic Deposit transmission received from Customer either via Check Image or Substitute Check collection in accordance with the processing options selected by Customer. For each Check Image sent to Bank in an Electronic Deposit transmission, Customer agrees not to deposit or cash the original paper check nor re-deposit the Check Image at Bank or any other financial institution or other business.

d. A per item limit, dollar limit, or deposit limit may be established by Bank in its sole discretion and communicated to Customer. If any such limit is established, Bank shall have no obligation to process items or files in excess of the limit.

7. Funds Availability. Customer agrees that the transmission of Check Images using Electronic Deposit Services is not subject to the funds availability requirements of Regulation CC. Bank may, at any time, and in its sole discretion, provide a one-time notification to Customer if Bank intends to delay funds availability beyond ordinary Regulation CC funds availability time frames for items submitted by Customer using Electronic Deposit Services. In such instance, funds deposited will be available for withdrawal three (3) business days after electronic transmission to Bank, subject to any holds placed on the account as permitted under this Agreement. Bank may, but is not required to, make such funds available sooner.

8. Collection of Check Images. Notwithstanding anything to the contrary in this Agreement, Bank may in its sole discretion determine the manner in which Bank will seek to collect a Check Image deposited by Customer for check collection. Without limiting the generality of the preceding sentence, Bank may, at its option: (i) present or transfer the Check Image to the paying bank, a Federal Reserve Bank, check clearinghouse, image share/exchange network, or other bank; (ii) create a Substitute Check or a PIL from the Check Image and collect such item, or (iii) request that Customer provide to Bank the original paper check from which the Check Image was created and then collect the original paper check. Depending on the collection method, the Check Image or physical item is subject to the rules of that clearinghouse, Federal Reserve Bank, or image share/exchange network or financial institution agreement.

9. Storage of Check Images. Bank shall store Check Images and other check information on the Electronic Deposit System in accordance with Bank's record retention schedule and shall make such information available to Customer according to the applicable User Manuals and fee schedule. If the Electronic Deposit Services are terminated, Customer may obtain Check Images or check information at the price outlined in the fee schedule.

10. Franking, Endorsement, Retention and Destruction of Original Paper Checks. Depending on the requirements outlined in the applicable User Manual, Bank may require, or strongly recommend, that Customer frank or mark the face of each original check after successfully capturing each Check Image to help ensure that an item is not deposited more than once either as a Check Image or physical check. Bank may require Customer to restrictively endorse each check prior to capturing each Check Image. Customer shall destroy the original paper check based on guidelines identified in the applicable User Manual and shall employ commercially reasonable methods to securely store the original paper check until destruction. At Bank's request, Customer shall provide the original paper check to Bank if the original paper check has not been destroyed by Customer and Bank needs the original paper check to process a payment or resolve a dispute arising from an Electronic Deposit.

11. Representations and Warranties. With respect to each Check Image or Electronic Deposit that Customer transmits to Bank, Customer is deemed to make any representation or warranty that would have applied had Customer deposited the original paper check, including without limitation, that no party will receive a presentment or otherwise be charged for a paper check, whether presented in paper or electronic form, which Customer has converted to a Check Image such that such party is asked to make payment of a check which has already been paid. In addition Customer is deemed to make to Bank any representation, warranty or indemnification that Bank makes, under applicable law, clearinghouse rule, Federal Reserve Operating Circular, Federal Reserve Regulation (including without limitation Regulation CC), bi-lateral agreement or otherwise, to any person (including without limitation a collecting bank, a Federal Reserve Bank, a Receiving Depository Financial Institution, a paying bank, a returning bank, a depository bank in possession of the original paper check, the drawee, the drawer, any endorser, or any other transferee) when Bank transfers, presents or originates a Check Image, Substitute Check or PIL created from the Electronic Deposit.

12. Customer Responsibility. With respect to each Check Image, Electronic Deposit or other image that Customer transmits to Bank, Customer agrees to defend, indemnify and hold Bank harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly: (a) from Customer's breach of a representation or warranty as set forth in Section III.C.11 above; (b) as a result of any act or omission of Customer in the capturing, creation or transmission of the Check Image or Electronic Deposit, including without limitation, the encoding of the MICR Data from the original paper check; (c) from any duplicate, fraudulent or unauthorized check, Check Image, Substitute Check or PIL; (d) for any loss caused by Bank's acceptance of a Check Image, or creation of a Substitute Check or PIL instead of presentment of the original paper check; (e) out of Customer's deposit of an Electronically Created Item; or (f) from any other act or omission arising out of Bank's action or inaction taken pursuant to any request by Customer or pursuant to this Agreement.

13. Security Procedures and Right to Audit. Customer shall comply with all security procedures for the Electronic Deposit Services that are established by Bank or set forth in the applicable User Manual. Customer is solely responsible for (i) maintaining its own internal security procedures; (ii) safeguarding the security and confidentiality of any information that is obtained from Payor Customers' checks, Check Images and other information that is either printed from, stored on, or downloaded to, the Customer System, Electronic Deposit System, or Customer's other computer/data systems or portable media; and (iii) preventing errors or unauthorized access to the Customer System or the Electronic Deposit System. Bank reserves the right to periodically audit Customer's security procedures and information technology processes and to mandate controls.

14. Mobile Remote Deposit Services ("Mobile Services"). Depending on the type of Electronic Deposit Service selected by Customer, Mobile Services is an optional add-on service that will allow Customer to make

remote check deposits and obtain check deposit history made through the Mobile Services using a supported mobile device. If Customer selects Mobile Services, Customer will need to download and install a Mobile Service application on compatible and supported mobile phones, tablets, or other devices (collectively, "Devices").

a. Description of Mobile Services. Mobile Services allow Customer to use a Device to take photographs of the front and back of the check and to transmit the Check Image to Bank in a secure data encrypted format using Customer's mobile service provider's cellular network or the Internet (collectively, "Network"). Certain Mobile Services may allow Customer to use a Device to enter remittance data and to take photographs of the front and back of remittance and general documents associated with the Check Image for reporting and research purposes.

b. Use of Mobile Services. Customer agrees to use Mobile Services in accordance with this Agreement, other user requirements provided in the User Manual and the downloaded mobile application. Bank reserves the right to modify the scope of Mobile Services at any time or change or upgrade Mobile Services from time to time, including the right to cease offering the Service on a previously supported Device. Bank also reserves the right to refuse any Electronic Deposit requested through the Service because a Check Image fails image quality standards, is detected as a duplicate item, or for any other reason in Bank's sole discretion. Customer understands and agrees that Mobile Services may not be accessible at all times due to Network connectivity or may have limited utility over some Networks, such as while roaming. Customer acknowledges and agrees that Bank may use geolocation technology to track that Mobile Services activity occurs within the contiguous United States.

c. Software. Customer agrees not to use Mobile Services, or the content or information delivered through Mobile Services, in any way that would infringe upon any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Mobile Services software. In the event Mobile Services is terminated or Customer's software license is revoked for any reason, Customer's access to Mobile Services will be removed immediately.

d. Service Limitations.

(i) Neither Bank nor Customer's mobile service providers can always foresee or anticipate technical or other difficulties related to Mobile Services, which may result in loss of data, personalization settings or other interruptions. Bank assumes no responsibility for the timeliness of any Mobile Services transmissions or communications, or the loss or failure to store any user data, communications, or personalization settings in connection with a Device and Customer's use of Mobile Services.

(ii) Bank shall not be responsible for the operation, security, functionality or availability of any Device or Network that Customer utilizes to access Mobile Services. Transmission of a Check Image shall not be deemed received unless the Device reports a successful acknowledgement of receipt of the transmission. Customer agrees to exercise caution when utilizing Mobile Services on Devices and to train its SinglePoint Users to exercise good judgment and discretion when accessing or transmitting information.

(iii) Information about activity is synchronized between the Mobile Services software and Bank's Electronic Deposit System, however, deposit information available via the Mobile Services application may differ from the information that is available directly through the Electronic Deposit System. Information and features available directly through the Electronic Deposit System may not be available via the Mobile Services application and may be described using different terminology. The method of entering information via the Mobile Services application may also differ from the method of entering instructions through the Electronic Deposit System. Customer agrees that Bank shall not be liable for any errors or delays in the content as a result of Customer's use of the Mobile Services software.

- (iv) Customer acknowledges that its mobile service carrier or provider may provide for fees, limitations, and restrictions such as data usage charges or data throttling which may have an impact on Customer's use of or interaction with Mobile Services. Customer agrees to be solely responsible for all such fees, limitations, and restrictions.

e. Security.

- (i) If Customer permits its employees or agents to use their own personal mobile devices to access Mobile Services, Customer assumes any and all risks associated with the use of personal mobile devices, including but not limited to, any risk that compromises the integrity of Customer's corporate network or sensitive business data. Customer is solely responsible for implementing policies that will help mitigate the risk of allowing employees to use personally-owned mobile devices, which may include but are not limited to, requiring that Devices are configured and managed with information assurance controls commensurate with the sensitivity of the underlying data and employing Mobile Device Management (MDM) software or other software that secures, monitors, manages and supports mobile devices deployed across operators, service providers and enterprises.
- (ii) Customer shall ensure that its employees or agents exercise appropriate precautions surrounding the use and safeguarding of the Devices at all times. Customer agrees not to leave Devices unattended when logged into Mobile Services and to log off immediately at the completion of each access. Customer agrees that either a username and password or biometric verification are the agreed-upon security procedures and that such security procedures are commercially reasonable. If these security procedures are used to access Mobile Services, Customer agrees that any transactions using Mobile Services are hereby authorized. If Customer permits other persons to use a Device, login information or any other means to access Mobile Services, Customer will be responsible for the resulting transactions, and Bank shall have no liability for any damages Customer may incur.
- (iii) Devices with internet capabilities are susceptible to viruses. Customer is responsible for ensuring that each Device is protected from and free from viruses, malicious software ("malware") and other harmful components which could result in damage to programs, files, or the Device, or could result in information being intercepted by a third party. Bank shall have no liability for any damages which may result from such viruses, malware, or other harmful components.

D. ACH SERVICES

1. Introduction. If requested by Customer and agreed to by Bank, Customer or its Agent may initiate credit or debit Automated Clearing House ("ACH") transactions ("Entries") for payments ("Credit Entries") and/or collections ("Debit Entries") on Business Days to its accounts or the accounts of others ("Receivers") in accordance with Bank's security procedures and this Agreement. Bank will act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. Bank may process Entries directly, through one or more clearinghouses, or through the mechanism selected by Bank. Customer's rights and obligations with respect to such Entries are governed by applicable law and the Nacha Rules, as amended from time to time. Customer acknowledges that it shall be bound by the then-current version of the Nacha Rules and agrees not to initiate any Entry in violation of the Nacha Rules or applicable federal, state or international law, regulation or clearinghouse rules, including, without limitation, Regulation E of the Board of Governors of the Federal Reserve System, regulations promulgated by the Office of Foreign Assets Control, FinCEN, rules governing the Canadian, Mexican and European payments systems and Operating Circular 4 of the Federal Reserve Bank (collectively referred to herein as the "Rules"). Customer agrees to comply with any Nacha Rules specific to individual Standard Entry Class Codes. Customer acknowledges and agrees that Bank shall have the right to examine Customer's books, records and systems to ensure Customer's compliance with the Rules and this Section III.D and that Bank shall further have the right to suspend Services if Bank determines, in its sole and absolute discretion, that Customer is not complying with the Rules and/or this Section III.D. Customer acknowledges that a copy of the Nacha Rules is available through Nacha at current Nacha prices. Bank shall have the right, in its sole discretion, to terminate or suspend ACH Services immediately if Bank is legally or contractually required to place a hold on funds or a portion of the funds in Customer's account(s). Bank may also, in its sole discretion, delay, suspend or reject an ACH file or Entry if the Bank has a reasonable basis to suspect the ACH file or Entry may be unauthorized or fraudulent. Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to them in the Nacha Rules.

2. Entry Origination/Processing Dates/Deadlines. Customer may initiate Entries in the manner and format agreed to by Bank. ACH files transmitted to Bank shall be in an unbalanced file format unless otherwise agreed to by Bank. Bank has the right to restrict the standard entry class ("SEC") codes utilized by Customer. If notified by Bank of such restriction, Customer must cease use of the SEC code and the underlying transaction type. Customer agrees that all Entries (regardless of SEC Code) that involve the storage, exchange, or transmission of banking information via unsecured electronic networks shall be encrypted or transmitted via a secure session, using a commercially reasonable security technology that complies with regulatory guidelines. Bank will establish a deadline for the receipt of Entries from Customer ("Deadline"). Bank may establish different Deadlines for Entries depending on the method of delivery employed by Customer and all such Deadlines are subject to change. Bank must receive Customer's Entries at or prior to the Deadline for the Entries to be processed on the Business Day of receipt. Entries received after the Deadline, Entries that contain an Effective Entry Date that is invalid or stale, or Entries that are ineligible for Same Day ACH, will be processed on the next Deadline, which may be the next Business Day. Entries with settlement dates of more than thirty (30) calendar days from receipt will not be processed unless prior arrangements have been made. If Customer has opted-in for Same Day ACH, Customer acknowledges that any Entry using the current day's date as the Effective Entry Date that is submitted to the ACH Operator prior to the Deadline shall carry the Same Day ACH fee. The Same Day ACH fee is not charged for Same Day ACH Entries that are on-us and not submitted to the ACH Operator. If Customer has not opted-in for Same Day ACH and submits an Entry prior to the Deadline using the current day's date as the Effective Entry Date, Customer acknowledges that such Entry shall be processed on the next Business Day. If Customer requests, Bank may, in its sole discretion, process Same Day ACH Entries for Customers that have not opted in for Same Day ACH

in certain contingency scenarios. Customer acknowledges that this option may not be available in every scenario due to the earlier Deadline, or other applicable restrictions, for Same Day ACH Entries. Customer agrees that if this option is utilized, Customer will be charged a special processing fee for each ACH file, plus the additional Same Day ACH per Entry fee for all Entries going to other financial institutions.

3. Content and Secondary Authorization. In submitting any Entry, Customer shall be responsible for providing all information required by Bank. Customer bears sole and exclusive responsibility to verify that the information set forth in Entries submitted to Bank is authentic, accurate and conforms to the Rules. The Services hereunder are only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Bank. Bank bears no responsibility for detecting or reporting any error in data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to an Entry which is inaccurate, incomplete, or otherwise incorrect. Bank strongly recommends that Customer utilize a second individual to review and approve ACH files prior to submission to Bank. Customer acknowledges and agrees that such a security procedure is commercially reasonable and that Customer's failure to use this procedure substantially increases Customer's risk of an unauthorized ACH file.

4. Entry Limits and Payment. Customer agrees to comply with any applicable per transaction or aggregate Entry limits established by the Rules. Customer shall at all times maintain a settlement account with Bank for the purpose of funding Customer's Entries ("Account"). The total dollar amount of Credit Entries initiated by Customer through Bank under all ACH Services and pending on a given day shall not exceed the lesser of collected or available balances in the Account or an exposure limit should one be established by Bank ("Credit Exposure Limit"). Establishment of a Credit Exposure Limit should not be interpreted or construed by Customer as a commitment or agreement to provide any credit or loans to Customer and is subject to modification or termination at any time by Bank. Bank may also, at any time, and in its sole discretion, limit the total dollar amount of the Debit Entries submitted daily by Customer ("Debit Exposure Limit").

Customer shall pay Bank for all Entries and authorizes Bank to charge its Account or any other account with Bank in the amount of such Entries. Bank shall have the right in its sole discretion to reject any or all Entries initiated by Customer without notice if Bank has reason to believe that there will be insufficient available funds on the relevant settlement date, even if Bank may have previously accepted Entries for processing with insufficient available funds in the Account. Customer will receive funds for any Debit Entry on the ACH settlement date. Bank shall credit the Account in any amount payable to the Customer, subject to Bank's right to make adjustments in accordance with this Agreement. Bank may establish, monitor, and periodically review Customer's Credit Exposure Limit and Debit Exposure Limit, and Customer's compliance thereof, and may, in Bank's sole discretion, cease processing Entries based on such review.

5. Account Verification. The Nacha Rules require Customer to use a commercially reasonable procedure to verify the validity of certain account information prior to originating an Entry to the account for some SEC Codes. Customer is solely responsible for performing such verification.

a. Prenotification. To the extent permitted by the Rules, Customer may elect to send a prenotification that it intends to initiate an Entry to a particular account in accordance with the procedures set forth in the Rules or by Bank. The prenotification can be returned or result in a Notification of Change ("NOC"). If the prenotification is returned, Customer shall research the problem and make any necessary corrections before transmitting another Entry. If the prenotification results in a NOC, Customer shall make the required change prior to initiating another Entry or issue a Refused NOC. Bank offers an optional Service that allows Bank to track Customer's NOC on Customer's behalf. If Customer selects this option, Bank shall only manage the changes to the routing numbers, account numbers and transaction codes.

b. Micro-Entries. To the extent permitted by the Rules, Customer may elect to initiate one or more Credit Entries of less than \$1 for purposes of account validation (each, including any offsetting Debit Entry, a "Micro-Entry"). Micro-Entry credit amounts must be equal to, or greater than, Micro-Entry debit amounts and must be transmitted to settle at the same time. In the Micro-Entry, Customer must use (i) an easily recognizable company name that is the same or similar to what will be used in subsequent Entries and (ii) "ACCTVERIFY" in the company entry description field. Customer must use commercially reasonable fraud detection which includes monitoring forward and return Micro-Entry volumes.

6. Notification of Change ("NOC"). A NOC is created by the Receiving Depository Financial Institution ("RDFI") to notify Customer (via Bank) that previously valid information contained in a posted Entry is outdated, or information contained in a prenotification or live transaction is erroneous or improperly formatted and should be corrected. Bank offers NOC Manager, which is a Service that allows Bank to track Customer's NOC on Customer's behalf. NOC Manager only manages the changes to routing numbers, account numbers and transaction codes. Bank, in its sole discretion, may require that Customer enroll in NOC Manager as part of ACH Services provided to Customer.

7. Data Breach Notification. Customer may have gathered personal or financial information of its customers for the purpose of initiating ACH transactions. Such information may include, without limitation, the customer's bank account number together with the bank routing number, or the customer's name together with the customer's social security number or tax identification number. Customer agrees to immediately report to Bank any loss, theft, or unauthorized access of such information ("data breach") by or from Customer, its Agent, or third-party service provider, if circumstances indicate that the misuse of such information has occurred or is reasonably possible. Customer acknowledges that Bank may have an obligation to report any data breaches to Nacha and other affected parties, and agrees to establish appropriate procedures to prevent, detect, investigate, and report data breaches. If applicable to Customer, Customer agrees to render electronically stored account numbers used in the initiation of Entries unreadable in accordance with the requirements and effective dates specified by Nacha.

8. ACH Secured Funds Entries. Bank may, at any time, and in its sole discretion, require Customer to prefund some or all Credit Entries that Customer desires to initiate. Customer acknowledges and agrees that such funds are held solely for the benefit of Bank and that Customer will not be entitled to earn any interest thereon. Upon initiation of such Credit Entries, Bank is authorized to immediately charge the Account (in the total amount of such Entries). If ACH Secured Funds is used to initiate Debit Entries, funds will be credited to the Account on the settlement date of the transaction. However, such funds shall not be available for withdrawal from the Account for up to three (3) Business Days (not including the day of receipt of such funds), or such other period as determined by Bank, after the settlement date. In addition to these prefunding and hold requirements, Bank may at any time and in its sole discretion, establish a total outstanding Debit or Credit origination limit for Customer.

9. File Confirmation System. Customer shall at all times comply with applicable file confirmation procedures and any security procedures established by Bank. Such procedures are solely for the purpose of verifying the origination of Entries by Customer or Bank's receipt of the ACH file and/or batch (but not for errors in transmission or content).

a. Control Totals. If Customer elects to provide Bank with the total dollar value of Entries and any other necessary information ("Control Totals"), Customer must telephone Bank's Interactive Voice Response system or input Control Totals through SinglePoint each time it originates Entries. After Bank receives Customer's ACH file, Bank will compare the information in the ACH file to the Control Totals. If the information matches the Control Totals, Bank will process the ACH file. Bank will notify Customer if the Control Totals do not match the information in the ACH file, or if Bank receives an ACH file without receiving Control Totals

or vice versa. Bank will not process an ACH file unless it receives conforming Control Totals before established Deadlines.

b. Confirmation of Receipt. If Customer elects not to provide Bank with Control Totals but elects to receive a confirmation report or file, Bank shall provide Customer with a confirmation that Bank received Customer's ACH file and/or batch. After Customer receives the confirmation report or file, Customer will compare the confirmation information to Customer's ACH transmission information. If the information does not match, Customer shall notify Bank before Bank's established deadline, failing which, Bank shall process Customer's ACH file and/or batch. Customer acknowledges that the confirmation report or file is for the sole purpose of verifying Bank's receipt of the file and does not signify any validation of data. Customer bears sole responsibility for any inaccurate or incomplete information provided to Bank if Customer fails to notify Bank prior to Bank's processing of Customer's file. Customer shall immediately notify Bank of any change to Customer's contact information for Bank to deliver its confirmation that Bank received Customer's ACH file and/or batch.

10. Rejected and Returned Entries, Unauthorized Entries. Bank may reject any Entry that is not initiated in accordance with this Agreement. If an Entry is rejected or returned by an ACH processor, for any reason whatsoever, it shall be Customer's responsibility to reinitiate the Entry. Bank will give Customer or its designated Agent notice of any rejected or returned Entry in the manner agreed to by the parties. Bank is authorized to debit/credit the Account for Entries that are returned to Bank. Unless the return is caused by Bank's failure to properly execute an Entry, Bank has no obligation to pay Customer interest on the amount of any returned Entry debited from the Account. A Receiver may, in some cases, have the right to have an unauthorized or erroneous Debit Entry credited to its account. Customer agrees that Bank may deduct the amount owing to the Receiver from Customer's Account upon Bank's receipt of proper notice from the Receiver's bank. Bank may charge back against Customer any Debit Entry that is returned or reversed by the RDFI. Customer shall monitor its return rates to ensure they comply with the Nacha Rules. Bank may, in its sole discretion, suspend Customer's use of ACH Services due to excessive return activity.

11. ACH Redeposit Service. If requested by Customer and agreed to by Bank, Bank will reinitiate (maximum of two times) each Debit Entry returned for insufficient or uncollected funds.

12. Amendment of Entries. Customer does not have the right to delete, reverse or amend any Entry (each, an "Adjustment Request") after it has been received by Bank. If Customer sends Bank an Adjustment Request via internet, secure email, or fax in accordance with the terms of this Agreement, Bank will make reasonable efforts to act on the Adjustment Request. All Adjustment Requests must be received by Bank prior to the established deadlines, and even if the Adjustment Request is made in a timely manner, Customer acknowledges that an Adjustment Request may prove unsuccessful (for example, if it is returned by the RDFI for non-sufficient funds). Customer agrees to indemnify Bank in connection with any Adjustment Request in accordance with applicable law.

a. Internet Option. If Customer has selected the Internet Option, Customer may use SinglePoint to transmit information to Bank for the purpose of amending ACH files. Customer agrees to comply with any applicable software agreement, user guide and any established security procedures.

b. Secure Email Option. If Customer has selected the Secure Email Option, Customer may send an Adjustment Request to a designated shared mailbox at Bank.

c. Fax Option. If Customer has selected the Fax Option, Customer may transmit an Adjustment Request to Bank via facsimile to a designated facsimile number. Customer acknowledges that the Internet and Secure Email Options are substantially more secure than the Fax Option. Customer agrees to be bound by any instructions submitted via the Fax Option, whether or not authorized, issued in its name and accepted by Bank in accordance with the agreed procedures.

13. Customer Representations/Indemnity. Customer represents and warrants to Bank that each Entry: (i) complies with the terms of this Agreement and the Rules; (ii) does not breach any warranty of Customer or Bank contained in this Agreement or the Rules; (iii) complies with applicable state, federal and international laws and rules, including, without limitation, the Electronic Fund Transfer Act, Regulation E and regulations overseen by the Office of Foreign Assets Control; (iv) is accurate, timely, and properly authorized; and (v) that any Debit Entry is for a sum that on its settlement date is due and owing from the Receiver to Customer or is a correction of a previously transmitted erroneous Credit Entry. For all WEB Debit transactions, Customer further represents and warrants that it will validate account information by use of a commercially reasonable fraud detection system (i) for the first use of new account information; and (ii) when the Receiver makes a change to its account.

Based on the dates prescribed by the Nacha Rules, Customer agrees to establish and implement risk-based processes and procedures reasonably intended to identify ACH Credit Entries initiated under False Pretenses. The Nacha Rules define "False Pretenses" as "the inducement of a payment by a person misrepresenting that person's identity, that person's association with or authority to act on behalf of another person, or ownership of the account to be credited." Customer shall review its processes and procedures at least annually and make updates as needed to address evolving fraud risk.

With respect to each ACH Entry (regardless of SEC Code), Customer is deemed to make to Bank any representation or warranty that Bank makes, under applicable law or the Rules to any person, RDFI, or any other transferee. Receiver authorizations shall expressly authorize Bank to transmit corrective entries to the Receiver's accounts to correct a prior Entry and shall authorize Customer to release to Bank all information concerning its Receivers that is required by Bank to recover such Entries. Customer shall immediately cease initiating Entries upon receiving actual or constructive notice of the termination or revocation of the Receiver's authorization. Customer will retain each authorization received by Customer for such period of time as may be required by the Rules or applicable law and shall provide Bank with copies of such authorizations upon request. Customer will defend, indemnify and hold Bank harmless from and against any and all claims, demands, expenses, losses, liabilities, and damages, including without limitation, Nacha fines, reasonable attorney fees and court costs at trial or on appeal that arise directly or indirectly out of any Entry initiated by Customer in violation of this Agreement or the Rules.

Customer shall cooperate fully and respond within two (2) Business Days to any inquiry from Bank relating to potential Nacha Rules inquiries or violations.

14. Third-Party Vendors. If Customer initiates Entries through a third-party vendor or processor ("Vendor"), Vendor is the agent of Customer and not of Bank. If Customer uses a Vendor, Customer shall be deemed to have authorized Bank to follow the instructions of such Vendor to the same extent and under the same conditions as would apply if the instructions came direct from Customer and Customer shall be responsible for ensuring that such Vendor fully complies with the Rules and this Agreement. Bank is not responsible for the acts or omissions of Vendor and Customer agrees to be liable for and hold Bank harmless from, any losses caused by the acts or omissions of Customer's Vendor.

15. Third-Party Senders. If Customer is transmitting Entries as a third-party vendor or processor on behalf of originators ("Third-Party Sender") or if, as a Third-Party Sender, Customer is transmitting Entries on behalf of another Third-Party Sender ("Nested Third-Party Sender"), Customer agrees to be bound by the applicable terms provided in this Agreement and the Rules. Customer must notify Bank of, and Bank must approve, all Nested Third-Party Senders. Customer warrants to Bank that each originator and Nested Third-Party Sender has agreed to assume the responsibilities of an Originator or Third-Party Sender under Nacha Rules and that ACH Entries shall not be initiated in violation of laws of the United States. Customer represents that it has executed an ACH agreement with

each Originator and Nested Third-Party Sender, and that the agreement binds the Originator or the Nested Third-Party Sender to the Nacha Rules. Customer shall provide Bank with the list of all Originators and Nested Third-Party Senders, copies of the agreements, and other information deemed reasonably necessary to identify Originators or Nested Third-Party Senders within two (2) Business Days of Bank's request. Bank reserves the right to review the list of Originators and Nested Third-Party Senders for which Customer is transmitting the Entries and to reject any in Bank's sole discretion. As Third-Party Sender, Customer agrees to defend, indemnify and hold Bank harmless from and against any and all claims, demands, expenses, losses, liabilities, and damages, including reasonable attorney fees and court costs at trial or on appeal that arise directly or indirectly from the failure of an Originator or Nested Third-Party Sender to perform its obligations under the Nacha Rules. Customer further agrees to assume all applicable responsibilities, warranties, and liabilities of the ODFI, including, but not limited to, conducting required risk assessments and annual audit, as specified in the Nacha Rules.

If Bank, in its sole discretion, designates Customer as a Third-Party Sender, Customer shall perform an annual internal or external Nacha Rules audit in accordance with Nacha Rules requirements as well as standard auditing procedures under the direction of Customer's audit committee, audit manager, or senior level officer, or by an independent, external examiner. If it is determined that Customer is not in full compliance with the Nacha Rules, Customer shall immediately notify Bank of such determination and promptly remediate noncompliance. In addition to the annual Nacha Rules audit, Customer shall also: (i) perform an initial risk review of its Originators; and (ii) perform ongoing risk reviews of its Originators at an interval commensurate with the risk profile of its Originator portfolio. In addition to the regular reviews performed by Customer in accordance with the previous sentence. Bank reserves the right to require Customer to perform Originator reviews at Bank's request. Customer shall provide audit and risk review results to Bank within ten (10) business days of Bank's request.

16. Cash Concentration/Deposit Reporting Services. Customer may request Bank to provide deposit reporting Services based on information provided by the Customer or its designated Agent. Information will be delivered to Bank at the time and location established by Bank. Bank has no responsibility for the accuracy of any information provided by Customer. Customer may authorize Bank to initiate Credit or Debit Entries to accounts designated by Customer at other financial institutions. Bank will initiate such Entries in accordance with agreed procedures. Customer agrees to authorize RDFIs to honor such transactions.

17. ACH Positive Pay Service. ACH Positive Pay Service assists Customer in detecting fraud by electronically matching incoming ACH transactions to authorizations that Customer can create and manage online. If ACH Positive Pay Service is selected by Customer, Customer shall designate the account(s) maintained at Bank that are to be used with the ACH Positive Pay Service ("ACH Positive Pay Account"). Customer shall create authorizations for incoming ACH Credit and/or Debit Entries that it desires to post to the ACH Positive Pay Account. Customer shall be responsible for the accuracy and completeness of all information provided to Bank. Bank will allow incoming Entries that match Customer's authorizations to post to Customer's ACH Positive Pay Account. Incoming ACH transactions that do not match Customer's authorizations will be treated as exception items, and Customer agrees to monitor, review, and make payment decisions on the exception items prior to Bank's established deadline. Bank is authorized to return all exception items unless Customer instructs bank to pay one or more exception items prior to the established deadline. Bank shall have no responsibility for any liability, loss or damage resulting from the return of any exception item to the Originator in accordance with this Section or Customer's failure to meet Bank's established deadlines, except with respect to losses caused by Bank's own lack of good faith or failure to exercise ordinary care. Bank's failure to report a discrepancy will not discharge Customer's obligation with regard to any item and shall not obligate Bank to return any item if it is otherwise authorized.

E. WIRE TRANSFER SERVICES

1. Introduction.

a. Governing Law. Bank sends outgoing and receives incoming wire transfers through Fedwire (the funds transfer system owned and operated by the Federal Reserve Banks or other provider in accordance with Section II.24.A). All funds transfers are governed by this Agreement, Subpart B of Regulation J of the Federal Reserve Board, OFAC regulations, and all other applicable international, federal, state, and local laws and regulations. Customer agrees not to initiate or receive a wire transfer payment order in violation of applicable federal, state, or local law.

b. Authorized Users. Customer will designate to Bank in the form required by Bank those individuals authorized to instruct Bank regarding wire transfer Services including without limitation, individuals authorized to initiate payment orders and select advice methods, confirmation methods, and any or all authorizations and instructions that may be requested by Bank. Bank may rely on any such authorization until it has been revoked in writing by Customer. Bank shall have a reasonable time to process any revocation received pursuant to this Section.

2. Routing/Time Deadlines. Bank may use any means of transmission, funds transfer system, intermediary bank, clearinghouse, or route that Bank reasonably believes is suitable for each outgoing wire transfer. Bank will establish from time to time one or more deadlines after which Bank will not accept an incoming payment order to be processed on the day of receipt. Payment orders received after Bank's established deadline, during a maintenance window, or on any non-Business Day, including any Saturday, Sunday, holiday, or any day that Bank's wire department is not open may be rejected. Payment orders received during a maintenance window, including the end-of-day maintenance window, will not receive a notice of rejection.

3. Payment Orders.

a. Communication. Customer may communicate a payment order to Bank by the means and manner agreed to between the parties.

b. Content of Payment Orders. Customer will supply to Bank any information Bank may reasonably request regarding any payment order initiated by Customer, including, without limitation, money amounts, affected accounts, dates of transfer, the beneficiary's name and account number, the name and routing number or bank identifier code of the beneficiary's financial institution, such additional information as Bank may reasonably request and, if necessary, further evidence of any Agent's authority to transfer funds or to do any other act contemplated by this Service. Bank strongly recommends that Customer utilize a second individual to review and approve payment orders prior to submission to Bank. Customer acknowledges that failure to use this commercially reasonable security procedure substantially increases Customer's risk of an unauthorized payment order.

c. Execution of Payment Orders. Customer authorizes Bank to execute and charge Customer's account(s) with Bank for payment orders delivered to Bank in accordance with this Agreement. Bank has no obligation to execute a payment order if Customer's account to be charged has insufficient collected and available funds to cover the order.

d. Processing Payment Orders. The order in which Bank processes wire transfer payment orders is determined solely by Bank. Customer does not have the right to reverse, adjust or revoke any payment order after it has been received by Bank, provided, however, that Bank will make a reasonable effort to act on such a request by Customer. With respect to a payment order already transmitted to the beneficiary's financial institution, Bank shall, at Customer's request, request the financial institution to return funds previously transferred. Customer understands that the receiving institution is under no legal obligation to comply with this request.

e. Rejection of Payment Orders. Bank may reject a payment order from Customer if such payment order is not initiated in accordance with the applicable security procedure, if there is any inconsistency between a payment order and information previously supplied to Bank, if Bank is

unable to obtain confirmation of such payment order satisfactory to Bank, if there are insufficient collected funds in Customer's specified account to fund the payment order, if Bank has a reasonable basis to suspect the payment order may be unauthorized or fraudulent, or if Bank has other reasonable grounds not to honor the payment order. Bank will notify Customer by telephone that it has rejected a payment order. Bank may also reject an incoming payment order if it has reasonable grounds to do so.

f. Standing Payment Orders. If requested by Customer and agreed to by Bank, Customer may initiate a standing payment order, which is one where the Customer pre-programs the beneficiary, the beneficiary's financial institution, and the accounts to be debited and credited and such information remains constant for subsequent payment orders. Customer shall provide Bank with the necessary information to execute the standing payment order, including, without limitation, the dollar amount to be transferred or the desired peg balance, the frequency of the order and the day of week or month when the payment order is to be executed. Customer may terminate a standing payment order at any time upon receipt by Bank of a written notice. Bank shall have a reasonable time to act on such notice.

g. Batch Wire; Direct Wire Interface.

(i) Service Specifications. If requested by Customer and agreed to by Bank, the Batch Wire service and Direct Wire Interface service allows Customer to initiate payment orders from its computer to Bank's computer, subject to the provisions of this Agreement. In addition, the Direct Wire Interface service allows Customer to receive reports of incoming wire activity. Customer will comply with the relevant interface specifications established by Bank for these services, including, without limitation, file formats, means of data transmission, or establishing a secure connection (the "Specifications"). Information included in a payment file that does not meet the Specifications may not be provided by Bank to any beneficiary or intermediary financial institution when the payment file is processed. Bank may furnish Customer with modifications to the Specifications and Customer shall implement such modifications as soon as reasonably practicable.

(ii) Wire Transfer Software, Confidentiality. Customer or its Agent shall be solely responsible for creating the computer programs to implement the Specifications ("Wire Transfer Software"). Customer shall maintain the confidentiality of the Specifications and the Wire Transfer Software and permit access solely to those responsible for supporting the Wire Transfer Software or authorized to initiate payment orders. Customer shall implement passwords and other security devices commensurate with the highest level of security afforded by Customer to other computer programs and confidential information of Customer.

4. Confirmation of Outgoing Wire Transfers.

a. Confirmation Method. Customer and Bank shall agree to the method of confirming payment orders received from Customer. Customer shall designate Authorized Users to confirm payment orders. Bank recommends a minimum of three potential Authorized Users to confirm payment orders and that Authorized Users serve as an initiator or a confirmer, but not both. Notwithstanding Bank's recommendation, if Customer permits an Authorized User to act as both initiator and confirmer, Customer hereby authorizes Bank to process a wire initiated and confirmed by such Authorized User. Customer may add, change, or delete the Authorized Users in accordance with Section II.9 of this Agreement. In the event the designated Authorized Users with authority to confirm are not available to confirm a payment order, Customer agrees that Bank may, at its discretion, elect to process the payment order initiated by an Authorized User. Customer agrees to be bound by any such payment order processed by Bank.

b. Waiver of Confirmation. Bank advises Customer not to waive confirmation. If Customer, however, chooses to waive confirmation, Customer agrees to be liable for all outgoing payment orders, except those payment orders where (1) Customer is able to conclusively prove

that the unauthorized transfer could not have been prevented by the use of confirmation procedures; (2) Bank is unable to produce any evidence that the unauthorized transfer could have been prevented by the use of confirmation procedures; and (3) Customer is not otherwise liable for the transfer under this Agreement or applicable law. Customer acknowledges that not using confirmation procedures substantially increases Customer's risk of liability for an unauthorized wire transfer.

c. Confirmation of Wire Transfers Initiated through SinglePoint, Batch Wire, or Direct Wire Interface (collectively, the "Customer Initiation Methods"). Customer represents and warrants that the confirmation of payment orders initiated through any of the Customer Initiation Methods shall be verified, initiated and confirmed by Customer prior to receipt by Bank. All payment orders shall be initiated and confirmed in accordance with the security procedures established for the relevant Customer Initiation Method.

5. Advices.

a. Advice Method. Customer will select the type of advice it wishes to receive after Bank receives an incoming wire transfer. Bank advices shall include information sufficient for Customer to reasonably identify an incoming or outgoing wire. Bank is not required to supply all information contained in the incoming or outgoing wire transfer payment instruction sent or received by Bank.

b. Advices by Telephone. If Customer selects telephonic advices, Customer may designate person(s) to be contacted and telephone numbers to be used for advice purposes. Bank shall not be required to make more than one attempt to reach Customer's designated location by telephone. If Bank is able to reach the Customer's designated location, but not Customer's designated Agent, Bank may leave a message containing the information to be conveyed.

c. Advices by Facsimile. If Customer selects advices by facsimile ("fax"), Customer shall exercise extreme care in maintaining its own security in the receipt of fax advices. Customer acknowledges that the information to be received by fax may include confidential information, including, without limitation, names, amounts, phone numbers, originating account information and the text of incoming wires. Customer further acknowledges that it alone assumes full responsibility for maintenance of its internal security procedures to keep such information confidential. Customer agrees to defend, indemnify, and hold Bank harmless against any and all claims, demands, expenses, liabilities and damages, including attorney fees at trial and on any appeal or petition for review, incurred by Bank arising directly or indirectly from the transmission by fax of an incoming wire transfer advice.

d. Waiver of Advice. Customer may waive its right under the Uniform Commercial Code to receive advices by so indicating on the applicable Implementation Documents.

6. International Wire Transfers.

a. General. Wire Transfers across country borders are customarily done by Bank through a correspondent bank. Outgoing U.S. dollar payment orders may be converted by the correspondent bank or beneficiary bank to the local beneficiary's currency at the applicable rate in effect at any point in the processing chain. Though in some cases Bank may receive compensation from the correspondent bank in accordance with such conversion, the conversion is executed by the correspondent bank in accordance with the policies and procedures of such correspondent bank at an exchange rate set by that correspondent bank in its sole discretion and subject to any applicable regulations. Any fee, commission or charges assessed by Bank, the correspondent bank, any subsequent intermediary bank, or the beneficiary bank may be passed on to the Customer or deducted from the wire transfer amount. Bank assumes no liability for delays, non-delivery, market risk or other events resulting from causes beyond Bank's control. In refunding unexecuted payment orders, Bank shall be liable to Customer only to the extent it receives payment from the correspondent bank processing the transfer. Cancellation or rejection of a transfer involving non-U.S. dollar currency is subject to any rate exchange loss as determined by Bank. Customer agrees to sell any

canceled or rejected payment order to Bank at the then-current applicable foreign currency buy rate.

b. Remittance Transfer Provider. If Customer is at any time classified as a Remittance Transfer Provider under Regulation E, Customer represents, warrants, and agrees that:

- (i) Customer shall be responsible for performing and complying with the requirements of 12 CFR Part 1005, including, but not limited to, providing disclosures to the consumer (sender), the error resolution procedures, the provision of any remedies to the consumer, and the cancellation and refund of remittance transfers;
- (ii) Bank is acting as an agent and not as a Remittance Transfer Provider when performing activities on behalf of Customer; and
- (iii) Even if Bank is deemed a Remittance Transfer Provider under applicable law, Customer shall take all actions necessary to comply with the obligations of a Remittance Transfer Provider.

Customer agrees to indemnify and hold Bank harmless from and against any and all loss, liability, damage, costs and expenses (including attorneys' fees) that Bank may sustain in reliance on Customer's representations and warranties set forth in this Agreement.

7. Reverse Wire Transfers.

a. Authorized Debits. If requested by Customer and agreed to by Bank, Customer authorizes Bank to debit Customer's account(s) with Bank upon receipt of a Fedwire drawdown request, and to send funds to the requesting bank. Each transfer will be done on the Business Day Bank receives the incoming request from the requesting bank if the request is received within a reasonable time to determine whether Customer's Account has sufficient available funds and to obtain access to the Federal Reserve network prior to the close of business.

b. Reverse Wire Funding. Customer acknowledges and agrees that Bank may reject any reverse wire request in excess of the lesser of the collected or available balance. Requesting bank will be notified if the request is rejected by Bank.

c. Wire Transfer Numbers. Customer's obligation to pay Bank the amount of the funds transfer in the event that the Fedwire message does not identify the same account or financial institution is not excused in such circumstances. When names and numbers are inconsistent, the numbers shall control. With respect to incoming wire transfers that do not indicate an account number recognizable to Bank, Bank may return the wire transfer to the sending financial institution without incurring any liability. Customer does not have the right to reverse, adjust or revoke any Fedwire message after it is received by Bank; however, Bank will use reasonable efforts to act on such a request by Customer to reverse, adjust or revoke such message before Bank has sent the outgoing wire transfer. With respect to an outgoing wire transfer already transmitted by Bank, Bank shall, at Customer's request, request the receiving financial institution to return funds previously transferred. Customer understands and agrees that the receiving financial institution may or may not comply with any such request.

d. Authorizations. Customer's authorization for reverse wire requests shall remain in effect until Customer gives written notice to Bank. Bank will have a reasonable time to act on any written notice received from Customer.

e. Limitation on Bank's Liability. In consideration of Bank's compliance with this authorization, Customer agrees that Bank's treatment of any authorized debit, and Bank's rights with respect to it, shall be the same as if the entry were initiated personally by Customer. Bank shall have no liability if any authorized debit is dishonored.

F. DATA INTEGRATION SERVICES

1. Introduction. Bank may provide electronic data integration, custom formatting, or data translation ("Data Integration Services") to electronically streamline the exchange of payments, remittance and other information between Customer and Bank and between Customer and its trading partners. If requested by Customer and agreed to by Bank, Bank will provide Data Integration Services in accordance with this Agreement and other procedures provided to the Customer. Customer agrees that Data Integration Services shall be governed by this Section and all other relevant sections of this Agreement.

2. Scope of Services. Data Integration Services may be used by Customer to initiate and receive payments using multiple payment channels or networks, which may include, but are not limited to, checks, wire transfers, ACH, virtual card, SWIFT, Real-Time Payments (RTP), Zelle, Visa or Mastercard, and to provide and receive business communications such as remittance data, payment data, invoices, confirmations, orders, or other information in Customer's preferred format. In order to obtain Data Integration Services, Customer must maintain an analyzed demand deposit account with Bank.

3. Entry Origination/Processing Dates/Deadlines. Customer may from time to time deliver to Bank requests to format information for payments and/or other data translation via the agreed upon means (collectively, "Data Integration Request(s)"). All Data Integration Requests shall conform to the content, format, deadlines, and other specifications that may be established by Bank or a third-party software program approved by Bank for use with the Service. Bank may establish different deadlines for Data Integration Requests depending on the method of delivery employed by Customer and all such deadlines are subject to change. Bank must receive Customer's Data Integration Requests at or prior to the deadline established for processing on the Business Day of receipt. Data Integration Requests received after the deadline will be processed on the next Business Day. Customer will be notified if a Data Integration Request is rejected in accordance with procedures established by Bank. Customer represents and warrants that all information in each Data Integration Request delivered to Bank by Customer shall be accurate, timely, authorized and will otherwise comply with all applicable laws, rules, and regulations.

4. Content and Transmission of Information. Data Integration Requests are only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Bank. Bank bears no responsibility for detecting or reporting any error in data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to a Data Integration Request which is inaccurate, incomplete, duplicative, or otherwise incorrect. Customer shall retain data on file adequate to permit Customer to remake each request for at least ten (10) Business Days following the date a file is sent to Bank and shall provide such data to Bank on request. Customer acknowledges that Bank has no obligation to maintain back-up copies of requests or other information delivered by Customer to Bank. Customer acknowledges that Data Integration Services may involve the transmission of confidential consumer information that may be subject to privacy laws and regulations, including breach notification regulations. Customer agrees to notify Bank if Customer sends or receives Protected Health Information as part of Data Integration Services. If Customer is the recipient of misdirected information, Customer shall immediately notify Bank and return the information to Bank. Customer agrees not to retain, use, copy, distribute or otherwise disclose the information in any manner.

5. Payment Requests. Customer agrees that its requests to initiate payments utilizing Data Integration Services shall be governed by this Section, the sections of this Agreement governing the applicable payment mechanism, and all other applicable laws, rules and regulations governing the relevant payment mechanism. Customer authorizes Bank to execute all electronic and check payment requests ("Payment Requests"), and settle to the Customer's account all Payment Requests, delivered to Bank in compliance with the terms of this Agreement, including the security

procedures. Customer is solely responsible for initiating the Payment Requests sufficiently in advance to meet Customer's contractual obligations to its vendors and/or its customers. Bank shall not be responsible for any late payment or finance charges that may result from Customer's failure to allow sufficient lead-time.

a. Electronic Payment Requests. Depending on the scope of the Data Integration Services solution offered by Bank, Customer may from time to time request that Bank initiate electronic payments using the ACH, card, SWIFT and Zelle networks, The Clearing House system, the wire transfer system, or other electronic funds transfer system ("Electronic Payment Requests"). Except as may be provided elsewhere, Customer may not amend or revoke Electronic Payment Requests after they have been received by Bank. Customer acknowledges that the rules of Nacha and other electronic funds transfer systems may make any credit provisional until the financial institution crediting the account of the beneficiary specified in an Electronic Payment Request receives final settlement and that if the financial institution does not receive final settlement, it is entitled to a refund and Customer shall be deemed not to have paid the beneficiary. Electronic Payment Requests with settlement dates of more than thirty (30) calendar days from receipt will not be processed unless prior arrangements have been made. Customer authorizes Bank to use whatever means Bank, in good faith, deems reasonable under the circumstances to execute each Electronic Payment Request, including selection of a funds transfer system, routing and means of transmission.

b. Check Payment Requests. Customer may from time-to-time request that Bank print checks and related remittance information ("Check Payment Request(s)") and issue and distribute such checks and information. Customer shall designate the account(s) from which Bank is to make payment ("Payment Account") and shall maintain a sufficient balance in the Payment Account to fund its Check Payment Requests. To mitigate against fraud, Bank requires that Customer utilize Bank's Positive Pay Services in conjunction with the Payment Account. Customer agrees that checks drawn in a manner consistent with a Check Payment Request shall be duly authorized to the same extent as a check drawn and signed by Customer and is properly payable by Bank. Customer authorizes Bank to deduct the Payment Account in the amount of the Check Payment Request. If there are insufficient funds in the Payment Account to make a Check Payment Request, Bank may in its sole discretion either refuse to make the payment or make the payment and overdraw the Payment Account. In either event, Customer shall incur fees as disclosed by Bank in the account agreement and related fee schedules and other disclosures. Customer has no right to reverse, adjust or revoke any Check Payment Request after it has been received by Bank. Bank will, however, make reasonable efforts to act on such a request by Customer. If Check Payment Requests relate to printing checks drawn on another financial institution's account ("Off-Us Checks"), Customer acknowledges that Bank shall not be liable for any fraudulent or unauthorized activity that may arise from the use of such Off-Us Checks. If Check Payment Requests relate to printing payroll checks, Customer acknowledges that Bank shall only print payroll checks and shall not be responsible for any other aspect of payroll processing, including, but not limited to, producing IRS Form W-2s, 1099s or other payroll-related tax documents. In addition, Customer represents and warrants that it shall not include any social security numbers in the Check Payment Requests for payroll checks and agrees to indemnify and hold Bank harmless if the checks or check stubs are printed with social security numbers.

7. File Confirmation Procedures. Customer shall at all times comply with the applicable file confirmation procedures established by Bank. File confirmation procedures utilizing Data Integration Services are solely for the purpose of verifying Bank's receipt of the Payment Requests but not for identifying errors in transmission or content.

a. Control Totals. Control Totals are an elective option that allows Customer to confirm file totals of Payment Requests transmitted to Bank. If the Control Totals option is selected by Customer, Customer shall call Bank's Audio Response Unit ("ARU") or send a data file to Bank providing the total items and dollar value of the Payment Requests and any other necessary information ("Control Totals"). After Bank receives Customer's

Payment Requests, Bank will compare the Payment Requests to the Control Totals. If the Control Totals match the Payment Requests, Bank will process the Payment Requests. Bank will not process the Payment Requests if Bank does not receive conforming Control Totals on or before the established delivery deadline. Bank will notify Customer if the Control Totals do not match the Payment Requests, or if Bank receives Payment Requests without receiving Control Totals or vice versa.

If the Control Totals option is not selected by Customer, upon Bank's receipt of Customer's electronic payments via a data file, Bank shall send an acknowledgement to Customer confirming receipt and acceptance of Customer's Payment Requests. If Customer identifies errors in the content or transmission of Customer's Payment Requests, or if Customer does not receive an acknowledgement from Bank, Customer agrees to notify Bank immediately. Depending on the payment deadlines, Bank may be able to delete or reverse processing of Payment Requests.

b. Payables File Manager. Payables File Manager is an elective Service that allows Customer to confirm that Bank has received Customer's files. Using SinglePoint or other applications or systems as may be introduced by Bank, Customer may view the status of Data Integration files sent by Customer to Bank. If Customer selects this Service, Customer agrees to promptly and regularly review the status of all files displayed in the Payables File Manager and to notify Bank immediately if any files sent by Customer were not received by Bank. Depending on the payment deadlines, Bank may be able to delete or reverse processing of Payment Requests. Customer bears sole responsibility for any inaccurate or incomplete information sent to Bank if Customer fails to notify Bank prior to Bank's processing of Customer's files.

G. CASH VAULT SERVICES

1. Introduction. The Terms “cash,” “coin” and “currency” as used herein shall refer to coin and currency of the United States and certain foreign currencies accepted by Bank.

2. Foreign currency. Customer shall not deposit any foreign currency unless Customer has obtained Bank’s prior approval. Bank reserves the right, in its sole discretion, to impose restrictions on, or discontinue acceptance of, foreign currency deposits. Section III.G.5 below does not apply to foreign currency processing. Foreign coin shall not be accepted for deposit by Bank under any circumstances.

3. Account. All deposits of coin, currency and checks will be credited to, and all withdrawals of coin, currency and checks will be debited against, Customer’s deposit account at Bank (the “Account”) which Customer has designated as being covered by the Services described herein. Customer agrees that it shall not deposit any items, instructions, or objects other than coin, currency and checks as outlined in this Agreement and agrees to assume any and all risk of loss associated with tendering items not specified herein.

4. Deposits.

a. Customer shall supply and maintain tamper-evident disposable plastic bags used for deposits. Plastic bags shall be sealed according to manufacturers’ instructions and addressed to the appropriate secured facility specified by Bank. Customer will prepare deposits as follows: (i) currency will be batched separately from checks with each currency and check batch accompanied by a deposit ticket fully completed by Customer; (ii) currency will be banded with 100 notes of the same denomination whenever possible; (iii) deposits will be delivered by Customer’s approved carrier to the secured facility specified by Bank; and (iv) to receive same-day credit, deposits must be made prior to the daily deadline established by Bank from time to time, and any deposits received by Bank after its deadline may be considered to have been received on the next Business Day. Foreign currency deposits do not qualify for same-day credit and are subject to Bank’s prevailing exchange rates.

b. Bank will process Customer’s deposits as follows: (i) deposits will be receipted and conditional (subject to verification) credit assigned based on the amount identified on the deposit ticket; (ii) deposit tickets that are missing, blank or do not contain legible “declared balances” are subject to delayed ledger credit; and (iii) coins and currency will be counted and Bank’s count will be the valid and controlling count.

c. For U.S. currency, if there is a coin and currency variance of more than USD 10 from the declared balance on Customer’s deposit ticket, Bank shall adjust Customer’s coin and currency deposits through a separate debit or credit to Customer’s account. Any such adjustment shall not be reflected on Customer’s deposit ticket. Deposit tickets containing a declared total that includes check deposits may require a separate and additional adjustment for any variances to Customer’s check deposits. If there is a coin and currency variance of USD 10 or less from the declared balance on Customer’s deposit ticket, Bank shall not make any adjustment to Customer’s currency and coin deposits and shall credit Customer’s account based on Customer’s declared balance. Upon request, Bank will provide Customer with any available information that may assist Customer in reconciliation of the difference.

d. Deposited items are deemed received on the day of delivery if Bank receives the deposit prior to Bank’s established deadlines. Deposits will be processed in accordance with normal Bank procedure and any applicable availability schedules. All deposits made by Customer shall be subject to verification and adjustment by Bank. Bank’s verification shall be deemed correct and binding upon Customer for all purposes, absent manifest error.

5. Withdrawals.

a. Bank may provide Customer with U.S. currency and coin in designated denominations from time to time as requested by Customer through the Bank’s automated ordering system (“Cash Orders”). Customer must comply with all of Bank’s policies and procedures regarding the placement and delivery of Cash Orders, including, without limitation, the

maintenance of a designated password. Customer shall be responsible for maintaining the confidentiality of Customer’s password and restricting access to the system to authorized Agents. All Cash Orders will be charged to the account designated by Customer and must be picked up by Customer’s Agent. Only approved carriers may pick up Cash Orders directly from a cash vault operated by Bank. Bank may release any Cash Order to any individual that Bank reasonably believes to be Customer’s Agent. Customer shall be responsible for any Cash Order after receipt thereof by the Agent. Bank may specify a daily Cash Order limit and Customer agrees that it will not initiate a Cash Order in excess of the designated limit. In no event shall Customer initiate a Cash Order in excess of the immediately available funds in the designated account.

b. Customer may order currency and coin from Bank as follows:

- (i) The preferred order for currency is in standard full strap (100 banknotes) quantities only.
- (ii) Coin may be ordered in standard full box units (50 rolls), individual rolls or loose standard bags only.
- (iii) A charge for the face value of the monies ordered will be made to the Account on the day the order is processed by Bank.
- (iv) Orders for coin and currency must be placed no later than the deadline established by Bank from time to time for release to Customer’s Agent on the same or next Business Day. Depending on Customer’s location, select cash vault sites may require a multiple-day lead time or more for coin and currency orders.
- (v) Bank must be notified of any discrepancies pertaining to coin or currency orders within two Business Days of receipt by Customer of such coin or currency. Customer must return documentation to back-up outages such as plastic change order bag, currency strap, coin wrapper and/or box.

6. Processing. Bank will provide processing on all Business Days. Cash Vault Services using third-party applications with time-stamp data are for informational purposes only and may not reflect actual timing of receipt, posting or verification of Customer’s deposits by Bank. Bank shall not be liable for any inaccurate or incomplete information with respect to such time-stamp data provided to Customer.

7. Carrier Service. Any carrier service utilized to deliver or obtain coin, currency, or other property to or from Bank, including, without limitation, a common carrier, will act as the agent of Customer and not of Bank. Customer and carrier shall agree upon the pickup and delivery days and times. Customer will bear the entire risk of loss of coins, currency, checks or other property of Customer when in the custody or control of Customer’s carrier service.

8. Cash Shipping Solution. If this Service is selected by Customer and agreed to by Bank, Bank may rent a caller box at the United States Postal Service (USPS) post office and, on Customer’s behalf, engage an armored carrier, each of which shall be deemed Customer’s Agent, to retrieve Customer’s deposits from the caller box for delivery to Bank and to deliver Customer’s coin and currency orders to the USPS. Customer agrees to implement and properly use any and all security procedures prescribed or recommended by USPS and Bank and agrees to hold Bank harmless from any claims or losses arising from Customer’s failure to implement and properly use any such prescribed or recommended security procedures. Bank requires that Customer limits its deposits and orders to \$500 per mailer, but regardless Customer bears the entire risk of loss of coins, currency, checks or other property of Customer until received at, or upon pick up from, Bank’s cash vault. Customer shall be solely responsible for any investigation of a loss suffered prior to delivery to, or after pickup from, Bank’s cash vault and Bank shall have no obligation to participate in such investigation.

9. Representations. Customer represents and warrants to Bank that (a) all funds deposited with Bank will be the proceeds of, and all funds ordered and withdrawn from Bank will be intended for use in, Customer’s lawful activities and (b) all of Customer’s transactions hereunder will be conducted solely on Customer’s behalf and not on behalf of any other person or entity.

10. Regulatory Compliance. Upon request, Customer shall immediately provide Bank with any information and shall otherwise cooperate with Bank in every way necessary in order to enable Bank to fulfill its obligations with respect to the reporting of transactions in coin and currency or any other regulatory requirement.

11. Use of and Access to Cash Vault Services. Customer acknowledges and agrees that Cash Vault Services are to be used exclusively for its benefit and, absent prior written approval by Bank, Customer will not permit third parties, including non-Customers or other Agents of Customer (excluding approved carriers or agents making cash deposits into a Customer's account at Bank and agents ordering cash on behalf of a Customer), from accessing or otherwise using any Cash Vault Services offered by Bank.

H. U.S. BANK EASYTAXSM SERVICES

1. Authorization; Enrollment. If the EasyTax Service is requested by Customer and agreed to by Bank, Bank will electronically enroll Customer in the Electronic Federal Tax Payment System (EFTPS). Customer's use of the EasyTax Service will allow Bank to process Customer's tax payments in compliance with EFTPS through Bank's tax payment system. If Customer chooses to pay federal taxes by any other means, payments may not be EFTPS compliant. Customer may also use the EasyTax Service to make state and/or local municipality tax payments in jurisdictions that support such payments. Customer agrees that the EasyTax Service shall be governed by this Section and all other relevant sections of this Agreement.

2. Submission of Information. Customer shall furnish Bank with complete and accurate master file information which shall enable Bank to file tax deposits via ACH with the appropriate tax authorities in a timely manner. The Service provided by Bank hereunder shall be based solely upon the information furnished by Customer to Bank. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Bank. Customer bears sole and exclusive responsibility to verify that the information provided to Bank is complete and accurate. Bank bears no responsibility for detecting or reporting any error in data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to information that is inaccurate, incomplete, or otherwise incorrect. The Service provided hereunder does not relieve Customer of any duty imposed on Customer by law to maintain records or from verifying and, if necessary, immediately correcting in writing all data received from Bank relating to the Service. Customer agrees to be bound by any instructions, whether or not authorized, issued in its name and accepted by Bank in accordance with the agreed procedures. Customer shall indemnify and hold Bank harmless from and against all liability, loss, and damage (including attorneys' fees and other costs incurred in connection therewith) arising out of the use of information provided by Customer.

3. Requests for Payment. Requests for payment to tax authorities must be made in accordance with instructions which Bank shall provide Customer, which may be amended by Bank from time to time at its discretion and will be considered complete only if actually received by Bank. All tax deposits must be initiated at least one Business Day in advance of the due date, otherwise deposits may be subject to federal or state penalties. Any request by Customer to make tax deposits hereunder shall be submitted to Bank prior to the daily cut-off time established by Bank from time to time. Any such request received by Bank after its daily cut-off time may be processed on the next Business Day. In the event that an ACH Entry is rejected or returned by an ACH processor for any reason whatsoever, Bank will give Customer notice of any rejected or returned ACH Entry in the usual manner agreed to by the parties. Bank shall have no liability for any delay caused by strikes, telephone failure, equipment or electrical failure, or any other condition beyond the reasonable control of Bank.

4. Receipt of Funds. Funds received by Bank from Customer shall be held as a deposit liability of Bank to Customer until such time as such funds are due and paid to the appropriate tax authorities. Customer is not entitled to interest on such funds and Bank may invest such funds solely for Bank's benefit.

5. Account. Customer shall maintain with Bank a commercial demand deposit account in which Customer shall maintain immediately available funds in an amount sufficient to cover all tax deposits and fees charged by Bank for the Service hereunder. Failure by Customer to maintain such funds shall relieve Bank from providing such Service, notwithstanding any request by Customer to provide the Service.

6. Liability. Bank shall not be liable for any penalties assessed by reason of failure of Customer to make any tax payments. Interruption of the Service or performance hereunder for any reason shall not relieve Customer of its obligation to make any required tax deposits, and Bank shall not incur any liability to Customer for Customer's failure to make any such deposit. If Customer elects to make a tax deposit by any means other than through Bank, Bank shall not be liable for any penalties or interest arising from any error in due date or other calculations for deposits made

within the period in which such other deposit was made. Bank may choose to provide its EasyTax Service through a third-party vendor. Bank and its third-party vendor's liability to Customer is limited to correcting any error made by the Bank or third-party vendor. The sole and exclusive remedy, at law or in equity, against Bank or third-party vendor is limited to money damages in an amount not to exceed the total amount paid to Bank for EasyTax fees during the twelve (12) months preceding the event giving rise to the liability. Neither Bank nor third-party vendor shall be liable for special, incidental, indirect, punitive, or consequential damages. Customer acknowledges that the EasyTax Service would not be available or would be available at substantially increased rates without the liability and remedy limitations set forth in this Agreement.

7. Codes. Customer shall keep confidential the access and PIN codes issued to Customer in connection with the Service, and only Customer shall use such codes. If Customer suspects that any such codes have become known or otherwise accessed by unauthorized persons, Customer shall notify Bank immediately and follow up such notice with written confirmation. The occurrence of unauthorized access will not affect any deposits made in good faith by Bank before Bank has received such notification and had a reasonable time to act to prevent any unauthorized deposits. Bank reserves the right to disable any Customer access code that has not been used to make a tax payment in 18 or more months.

I. PAPER-BASED DISBURSEMENT SERVICES

1. Controlled Disbursement.

a. Disbursement Account. If requested by Customer and agreed to by Bank, Customer will open and maintain a demand deposit account ("Disbursement Account") and a primary funding account ("Funding Account") at Bank. Customer agrees to use Bank's Positive Pay Services in conjunction with the use of Disbursement Account(s). Should Customer decline to use Bank's Positive Pay Services in conjunction with the use of Disbursement Account(s), Customer agrees that, except with respect to liability, loss or damage caused by Bank's own lack of good faith or failure to exercise ordinary care, it will be precluded from asserting any claims against Bank for paying any unauthorized, altered, counterfeit or other fraudulent item that Bank's Positive Pay Service was designed to detect or deter. Bank also reserves the right to require Customer to execute a separate indemnity agreement related to its use of Disbursement Account(s). Customer hereby authorizes and directs Bank to act on its behalf and as its agent, as Bank in its sole discretion deems necessary or advisable, in performing any of the Controlled Disbursement Services and related Services.

b. Funding Procedures. On each Business Day, Bank shall electronically provide Customer with a report of the total aggregate amount of all presented disbursement checks and ACH transactions posted in the early morning ACH window, net of the prior day adjustment and other charges to the Disbursement Account (the "Total Clearings"). If Customer uses the Disbursement Account for transactions other than check and early morning ACH, Customer acknowledges the need to use other reporting tools within SinglePoint to ensure accurate balance information in order to make proper funding decisions. Customer agrees to maintain sufficient collected balances in the Funding Account by the established deadline to fund the Total Clearings and other non-check transactions. Bank is hereby authorized to debit the Funding Account in an amount equal to the actual or estimated Total Clearings and to transfer funds in said amount for credit to the Disbursement Account. Customer may fund the Disbursement Account through an automated ZBA or ACH, or via a wire from another financial institution. Bank reserves the right to convert the Disbursement Account into a standard prepaid checking account at any time upon notice to Customer.

c. Adjustments. Bank will compare the report of electronic presentments to the checks presented against the Disbursement Account. If the total dollar amount of checks electronically reported is less than the total dollar amount of checks presented, Bank will credit the Disbursement Account for the difference. Bank will add this difference to Customer's Total Clearings the next Business Day.

d. Daily Dollar Limit. A daily dollar limit (the "Dollar Limit") may be established from time to time by Bank with respect to the Disbursement Account in Bank's sole discretion. Bank shall have no obligation to pay disbursement checks and ACH transactions (collectively, "Disbursement Items") in excess of the Dollar Limit. Bank may, at any time, either verbally or in writing (but shall not be deemed obligated to) notify Customer of any change made by Bank in the Dollar Limit. Establishment of the Dollar Limit should not be interpreted or construed by Customer as any commitment or agreement by Bank to provide any credit or loans to Customer, nor as an agreement or commitment to debit the Funding Account when doing so would create a negative balance therein.

e. Special Circumstances. Customer acknowledges that Bank, under some circumstances beyond its control, may at times be unable to provide a report of the total amount of its Total Clearings early enough for Customer to make a complete and acceptable funding of the accounts. Customer nevertheless agrees to fund the Funding Account completely by using an estimate of the Total Clearings.

f. Action Affecting Accounts. Should Bank receive any process, summons, order, injunction, execution, levy, lien, garnishment, or adverse claim notice (either by a governmental authority or third party) (hereinafter referred to as "Process"), which Bank reasonably believes will adversely affect the Funding Account or the Disbursement Account, Bank may, at its option and without liability, refuse to honor orders to pay or withdraw

sums from any Disbursement Account and may either hold the Funding Account balance herein until such Process is disposed of to the satisfaction of Bank or pay the balance over to the source of the Process in accordance with applicable law.

g. Return of Disbursement Items Unpaid. Bank reserves the right, in Bank's sole discretion, to return unpaid any or all Disbursement Items presented for payment against the Disbursement Account in the event that:

- (i) there are insufficient collected and available balances on deposit in the Funding Account by the established deadline to fund the Total Clearings;
- (ii) debits cannot be posted because the Disbursement Account or Funding Account is frozen, blocked, closed or because of any other condition; or
- (iii) any communications failure or other condition prevents Bank from monitoring Customer's Dollar Limit and/or the Disbursement Items presented for payment.

h. Stop Payment Orders. Customer may issue stop payment orders on Disbursement Items drawn on the Disbursement Account in accordance with Bank's procedures.

2. Warrant Services.

a. Warrant Account. If requested by Customer and agreed to by Bank, Customer shall open and maintain a demand deposit account upon which warrants shall be drawn and will be charged (the "Warrant Account"). Customer shall maintain on deposit sufficient collected and available balances to cover items drawn on the Warrant Account.

b. Warrant Format. All warrants shall contain on the face of the item the words "warrant" and "payable through U.S. Bank." Customer will also encode all warrants in accordance with Bank specifications. Customer agrees to immediately make any changes to the format of the warrants or encoding when requested to do so by Bank and will be solely responsible for its failure or refusal to comply with Bank's specifications. Any warrant drawn by Customer on the Warrant Account shall be treated by Bank as a warrant regardless of what appears on the face of the warrant and Customer shall hold Bank harmless as a result of so handling any such item.

c. Presentment and Return. Bank shall make warrants presented to Bank available to Customer via electronic presentment. Bank shall notify Customer by electronic means of the account number, warrant number and dollar amount of all presented warrants and provide Customer with a front and back image of each warrant received by Bank. Bank's delivery of the images shall constitute an electronic presentment under the Uniform Commercial Code, Federal Regulation CC, and other applicable laws. Warrant Services are additionally subject to the Reverse Positive Pay terms contained elsewhere in this Agreement. Customer shall notify Bank of each warrant that should be returned in the form agreed to by Bank and Customer. If Customer does not specifically decline payment of a warrant by the deadline established by Bank, such warrant will be finally paid by Bank. Customer acknowledges that warrants payable through Bank are considered to be drawn on Bank for purposes of the expeditious return and notice-of-nonpayment requirements of subpart C of Regulation CC of the Federal Reserve Board. If Bank agrees to return a warrant following Bank's deadline, Customer agrees to be responsible for Bank's failure to return the warrant in an expeditious manner as prescribed in Regulation CC. Bank shall be deemed to have made timely presentment to Customer with respect to any warrants that Bank receives at a time when it is prevented from making presentment to Customer as a result of any force majeure event illustrated in Section II.22.

d. Examination of Warrants. Bank shall have no responsibility to examine warrants prior to presentment to Customer for its payment decision. Bank will take ordinary care to see that the amount of each warrant as drawn is accurately posted to Customer's account. Bank will not make any attempt to verify signatures, endorsements, or restrictive clauses on warrants. Bank will not examine the dates on which warrants have been drawn for undated, stale, or post-dated items. Bank shall have no responsibility for any liability, loss or damage resulting from (i) a payment in accordance

with this Section of any warrant that is altered or unsigned or that bears the forged or unauthorized signature of Customer or (ii) return of any warrant to the depository bank in accordance with this Section.

e. Encashment of Warrants. Unless otherwise instructed by Customer, Bank is authorized to pay warrants issued by Customer that are presented for encashment by payees. Bank will not be liable for the encashment of any warrant which contains, or is purported to contain, a forged signature of a maker or endorser, or any other unauthorized modification, as long as Bank exercises ordinary care in cashing the warrant.

J. POSITIVE PAY SERVICES

1. Introduction. Positive Pay Services are offered by Bank as the most effective way to minimize loss from fraudulent check and negotiable instrument issuance or payment. If Positive Pay Services are requested by Customer and agreed to by Bank, Customer and Bank agree that in the event of an inconsistency between this Agreement and applicable law, the provisions of this Agreement shall prevail to the extent permitted. Nothing in this Agreement is intended to limit Bank's right to return an item unpaid if there are insufficient available funds in the designated account.

2. Format Specifications. Customer shall comply at all times with Bank's format and data transmission standards for the Positive Pay Service. Customer agrees to issue checks, warrants, drafts, or other items (collectively, "Items") in accordance with Bank's specifications and will change the Item format when requested to do so by Bank. Bank shall not be responsible for correcting or resolving processing problems caused by substandard quality magnetic encoding.

3. Positive Pay.

a. Customer Responsibilities. Customer shall designate to Bank all account(s) that are to be used with the Positive Pay Service ("Positive Pay Account(s)"). Customer will provide Bank with a file of all outstanding Items prior to activation of this Service. On each day that an Item is written against the Positive Pay Account, Customer shall supply Bank with all required Item issue information prior to the deadline established by Bank. Such information shall include, without limitation, the account number, the issue date, the Item number, and the dollar amount. Customer shall be responsible for the accuracy and completeness of all information provided to Bank. Customer agrees to review all Positive Pay Exception Items (as defined below) each Business Day.

b. Bank's Responsibilities. In reliance on the information provided by Customer, Bank shall create a master issue file for each designated Positive Pay Account ("Issue File"). If Customer sends the Issue File via transmission, Customer will receive confirmation via SinglePoint if the File Confirmation Service is selected by Customer. Bank shall process the transmitted Issue File and provide a confirmation to Customer that the Issue File was received and processed. Excluding valid stop payment orders and issue records voided by Customer request, all Items, including those that have been electronically converted, that match by Item number and dollar amount to Bank's Issue File will be deemed properly payable and Bank is authorized to pay all such Items.

c. Positive Pay Exceptions. Each Business Day, Bank shall make reasonable efforts to report to Customer any Item that does not match the Issue File (each, a "Positive Pay Exception") and, if requested and available, provide the front and back images of those Items for that day's presentment; provided, however, no images shall be provided in the case of electronically converted Items. An Item identified as a Positive Pay Exception may have more than one reason to be flagged as a Positive Pay Exception, even though the Bank's report will identify only one. It is Customer's responsibility to review all Item information in its entirety prior to making a pay/no-pay decision. Customer agrees to review and make payment decisions on the Positive Pay Exception Items prior to Bank's established deadline each Business Day. If Customer selects the Positive Pay Same Day service for controlled disbursement accounts, Customer shall receive and may make payment decisions on Positive Pay Exception Items prior to the Items posting to the controlled disbursement accounts or defer payment decisions until the established deadline on the next Business Day. As the most effective fraud-protection setup, "return all" shall be the initial default setup for all Positive Pay Exception Items. Under the "return all" setup, Bank is authorized to return any Positive Pay Exception Item unless Customer instructs Bank to pay a Positive Pay Exception Item prior to the established deadline. As an alternative to the "return all" setup, Customer may select "pay all" as its default setup for Positive Pay Exception Items, in which case Bank is authorized to finally pay any Positive Pay Exception Item unless Customer has instructed Bank to return the Positive Pay Exception Item prior to the established deadline. If Customer selects "pay all" as its default setup, Customer agrees to execute any further documentation required by Bank. Customer shall

indemnify and hold Bank harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly from Customer's selection of "pay all" as its default setup. Bank may rely on any instructions received from Customer that Bank reasonably believes to be genuine. Except with respect to liability, loss or damage caused by Bank's own lack of good faith or failure to exercise ordinary care, Bank shall have no responsibility for any liability, loss or damage resulting from:

- (i) payment in accordance with this Section of any Positive Pay Exception Item that is altered or unsigned or which bears the forged or unauthorized signature of Customer;
- (ii) the return of any Positive Pay Exception Item to the depository bank in accordance with this Section; or
- (iii) Customer's failure to meet Bank's established deadlines. Customer may be required to place a stop payment order on any returned Positive Pay Exception Item, which shall be subject to Bank's customary stop payment fee. Bank's failure to report a discrepancy will not discharge Customer's obligation with regard to any Item and shall not obligate Bank to return any Item if it is otherwise properly payable.

d. Teller Positive Pay. All Positive Pay Accounts will interface with the Bank's teller system unless requested by Customer. Bank will compare Items presented for cash at a branch of the Bank with Customer's Issue File. Customer acknowledges that under some circumstances issuance information submitted by Customer may not be reflected in Customer's Issue File until the opening of the following Business Day. Customer agrees to follow Bank's established procedures should it need to manually add an Item to the Issue File. Bank will make reasonable efforts to assist Customer, but Customer acknowledges that Bank may be unable to process such requests on a same-day basis. If a special handling process for teller-cashed items is selected by Customer and agreed to by Bank, Bank shall attempt to contact Customer for approval prior to the encashment of any item that does not appear in the Issue File. Customer agrees that Bank, in its sole discretion, may refuse to cash any Positive Pay Exception Item and such refusal will not be deemed to be a wrongful dishonor. In the event of dishonor, Bank will refer the presenter to Customer. In the event that Customer requests Bank not activate or temporarily deactivate Teller Positive Pay, Customer agrees to assume all risk of loss for any Bank teller-cashed Item that would have been identified as a Positive Pay Exception Item prior to acceptance.

e. Teller Payee Positive Pay. If Customer selects the Teller Payee Positive Pay service, payee name(s), in addition to the Issue File information, will be verified at Bank's teller lines. Customer shall include in the Issue File the payee name(s) for each Item issued by Customer. Customer shall be responsible for the accuracy and completeness of the payee information provided to Bank. In reliance on the payee information provided by Customer, Bank will compare the payee information on the Item presented for encashment at a Bank teller line with Customer's Issue File. Customer acknowledges that Bank will not be able to validate payee information if payee information is not provided for a particular Item or for electronically converted Items presented to Bank for payment. Customer acknowledges that, under some circumstances, issuance information submitted by Customer may not be reflected in Customer's Issue File until the opening of the following Business Day. Customer agrees to follow Bank's established procedures should it need to manually add an Item to the Issue File. Bank will make reasonable efforts to assist Customer, but Customer acknowledges that Bank may be unable to process such requests on a same-day basis. If a special handling process for teller-cashed items is selected by Customer and agreed to by Bank, Bank shall attempt to contact Customer for approval prior to the encashment of any item that does not appear in the Issue File. Customer agrees that Bank, in its sole discretion, may refuse to cash any Positive Pay Exception Item, including where the payee name is not an exact match and such refusal will not be deemed to be a wrongful dishonor. In the event of dishonor, Bank will refer the presenter to Customer.

f. Payee Positive Pay. If Customer selects this option, which is available only through SinglePoint, Customer's Item stock may first be tested to ensure it meets Bank's payee name readability rate. Customer shall designate to Bank all Positive Pay Accounts that shall use Payee Positive Pay. In addition to the Issue File information provided by Customer for the Positive Pay Service, Customer shall include in the Issue File the payee name(s) for each Item issued by Customer. Customer shall be responsible for the accuracy and completeness of the payee information provided to Bank. In reliance on the payee information provided by Customer, Bank will compare the payee information on the Item with Customer's Issue File for Items presented or deposited at Bank. Customer acknowledges that Bank will not be able to validate payee information for electronically converted Items presented to Bank for payment. Bank may, in its sole discretion, impose variable parameters for which the payee information will not be reviewed for certain Items processed through the back office. If such parameters are imposed, Bank agrees to assume the risk of loss for an Item that would have been identified as a Positive Pay Exception solely on the basis of the payee information.

4. Reverse Positive Pay.

a. The Reverse Positive Pay Transaction List. Customer shall identify all accounts subject to Reverse Positive Pay ("Reverse Positive Pay Account"). With Reverse Positive Pay, Customer does not submit an Issue File, and Bank will report all Items presented for payment and treat all such Items as Positive Pay Exceptions. Bank shall notify Customer of Positive Pay Exceptions prior to the established deadline. The Positive Pay Exception details will include the Reverse Positive Pay Account number, Item number and amount of the presented Item (the "Reverse Positive Pay Transaction List") and, if requested and available, shall provide Customer with the front and back images of the Items. For Reverse Positive Pay, the default for presented Items is "Pay." By electing Reverse Positive Pay, Customer assumes all fraudulent and other risks associated with teller-cashed Items, except as may be caused by Bank's own lack of good faith or failure to exercise ordinary care, unless Customer provides standing instructions to Bank to disallow encashment at the teller line.

b. Payment Instructions. Customer shall compare the information provided by Bank with Customer's Item issuance records. Customer shall notify Bank prior to the deadline established by Bank of Customer's decision on any reported Items that should be dishonored. Bank may rely on any instructions received from Customer that it reasonably believes to be genuine. Bank is authorized to finally pay any Item listed on the Paid File unless the Customer instructs Bank to return the Item prior to the established deadline. Except with respect to liability, loss or damage caused by Bank's own lack of good faith or failure to exercise ordinary care, Bank shall have no responsibility for any liability, loss or damage resulting from (i) a payment in accordance with this Section of any Item that is altered or unsigned or which bears the forged or unauthorized signature of Customer or (ii) return of any Item to the depository bank in accordance with this Section. Bank reserves the right to require Customer to place a stop payment order on any Item to be returned. Any such orders will be subject to Bank's customary stop payment fee. Customer shall notify Bank by the designated deadline if the Paid File has not been received from Bank. Bank will make reasonable efforts to provide the Paid File to Customer and honor Customer's instructions. Bank's failure to provide a Paid File will not discharge Customer's obligation with regard to any Item that was otherwise properly payable at the time of presentment.

K. LOCKBOX SERVICES

1. Lockbox Service Requirements. Bank provides, either directly or via a third-party vendor, wholesale and wholetail Lockbox Services to assist customers in expediting receipt of their remittances. Customer will have its customers or a third party forward their payments to the location designated by Bank ("Lockbox"). Prior to initiation of any Lockbox Service, Customer must maintain a demand deposit account with Bank associated with the Lockbox Service ("Lockbox Account").

2. Testing; Remittances and Envelopes. Customer shall provide Bank samples of remittances and envelopes for testing and approval prior to using such remittances and envelopes in production. After implementation of Lockbox Services, if there are proposed changes to remittances and envelopes, Customer shall review the proposed changes with Bank and obtain Bank's approval prior to use. Bank may adjust the price for processing Customer's payments if changes are made to Customer's remittances and/or envelopes (including remittance scan line configuration) without such prior approval. Bank may request changes in Customer's remittances or envelopes due to changes in law or regulation, or as reasonably necessary due to equipment or processing improvements. If Customer fails to implement such changes, Bank may adjust the price for payment processing or cease processing Customer's payments as necessary to comply with law or regulation, as reasonably determined by Bank. Customer agrees not to provide any form of prepaid business reply mail envelopes for use with the Lockbox Services.

3. Access to Mail. Customer authorizes Bank or its agent to pick up mail at the appropriate postal facility, to have custody of the keys or combinations and unrestricted and exclusive access to such box, and to collect the mail therein to be processed by Bank as agreed by the parties. Bank shall process remittances in accordance with its standard procedures or in accordance with prior instructions received from Customer and agreed to by Bank. Mail received shall be forwarded for ninety (90) days following termination of Lockbox Services.

4. Proprietary Rights. Bank possesses all proprietary rights to written material, including, without limitation, all computer programs written for Bank's Lockbox processing system, portable media, listings, and other documentation originated and prepared by Bank. Customer shall not duplicate, sell, or use in any manner such programs or documentation without the prior written consent of Bank.

5. Collections/Availability. Unless otherwise agreed, while Customer receives Lockbox Services, all collected funds held in the Lockbox Account shall be deemed to be Customer's funds for all purposes, including adjustment, attachment, execution, garnishment, and other forms of legal process. The crediting and collection of items will be handled under the same agreement as applied to other commercial deposits and shall be subject to Bank's then current funds availability schedule.

6. Transmission of Information. Bank may transmit remittance information or other information received at the lockbox ("Lockbox Information") to Customer or its Agent via secure electronic transmission. Customer further acknowledges that Bank has a duty to protect Lockbox Information and ensure that it is safely delivered to Customer or its Agent and that Bank has deemed secure electronic transmissions to be the safest mechanism for delivery. If Customer elects to receive, or have its Agent receive, Lockbox Information using other delivery means including paper remittance forwarding or Internet delivery, Customer acknowledges that such delivery means are inherently more insecure and agrees to assume all risk, and hold Bank harmless from, any obligations, liability or losses that results from the nonreceipt, disclosure, dissemination, alteration or unauthorized access of the Lockbox Information. If Customer or its Agent is the recipient of misdirected Lockbox Information, Customer shall immediately notify Bank and return the information to Bank. Customer agrees not to retain, use, copy, distribute or otherwise disclose the information in any manner.

7. Image Delivery Services. Bank shall electronically store check images, check information, remittance information or other information received at the Lockbox in accordance with Bank's record retention schedule.

Customer may obtain such images or information via Internet access, file transmission, CDs (physical or virtual), or DVDs (physical or virtual), if available, at the price outlined in the fee schedule. If the images or information are sent via CD or DVD, Customer agrees to verify the contents of the CD or DVD upon receipt and request a replacement, if necessary, within 10 days of receipt. Customer is solely responsible for safeguarding the security and confidentiality of all images and information that is stored on Customer's computer systems, or printed or downloaded from the Internet, CDs, DVDs, or file transmissions. Upon request of Customer and approval of Bank, for a fee Bank will retain items for a period of time beyond Bank's standard retention period. If Customer elects this Service, it agrees that if it closes its account(s) related to lockbox services, such image retention will revert to Bank's standard image retention schedule.

8. Credit/Debit Card Processing. If Customer desires to provide its customers with the option of making their payments via credit card or non-PIN based debit card, Customer shall first secure approval from a payment transaction processor that Bank is able to support. Credit/debit card processing shall be subject to applicable laws, rules and regulations, and the terms of any other agreement between Customer and the payment transaction processor. Customer acknowledges that Bank is acting on behalf of Customer to merely initiate the authorization of payments at the Lockbox site, and that Bank shall have no responsibility for chargebacks, processing fees, payment disputes or other matters related to the credit/debit card transaction. Bank shall enter the credit/debit card information using its best efforts and if adjustments are subsequently required, Customer shall be responsible for handling all adjustments. In accordance with the requirements of the Payment Card Industry (PCI) Data Security Standard, Customer shall not request CVV or Card Verification Code or Value information (for example: CID, CVC2, CVV2 or CAV2) on remittance documents. Storage of this information is prohibited by the PCI Data Security Standard.

9. Foreign currency-denominated items and items drawn on foreign banks. If Customer desires to have non-U.S. dollar items processed by Bank, or items denominated in U.S. dollars but drawn on a foreign bank, Bank shall handle the items within parameters established by Bank based on amount, the type of currency and other considerations outlined in the Implementation Documents. If the item does not fall within Bank's parameters for processing, Bank shall return the item unprocessed to Customer or forward the item for handling as a foreign cash letter collection. If Bank provides Customer with credit at the U.S. dollar conversion rate in effect, and if the item is subsequently returned by the drawee Bank, Bank shall charge Customer's account for the prevailing exchange rate in effect at the time of the chargeback.

10. Protected Health Information. If Customer utilizes the Services to process Protected Health Information, as defined in 45 CFR Part 160, *et seq.*, then Customer must ensure that any necessary agreements are in place.

11. Compliance with Applicable Law. If specific lockbox handling requirements are required in order for Customer to comply with law or regulations applicable to Customer (for example, Regulation Z), Customer agrees to immediately notify Bank of any such requirements. If Bank is unable to accommodate Customer's specific requirements, Bank or Customer may immediately terminate the Lockbox Services.

12. Customer Responsibility. With respect to each item received at the Lockbox, Customer shall indemnify and hold Bank harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly: (i) from Customer's breach of a representation or warranty under applicable law, clearinghouse rule, Federal Reserve Operating Circular, or other similar rules or regulations; or (ii) from any other act or omission arising out of Bank's action or inaction taken pursuant to any request by Customer or pursuant to this Agreement.

13. Wholesale Lockbox Processing. Bank offers Wholesale Lockbox Processing services which allows for the processing and deposit of

primarily business-to-business payments. Bank is authorized to remove and examine the contents of each envelope in accordance with Bank's wholesale lockbox servicing guidelines and shall, unless otherwise agreed to by Bank, observe the guidelines provided in this Section. Bank will process, endorse, and deposit remittances in accordance with its standard procedures. Bank shall capture, format, and send remittance data to Customer via information reporting or data transmission in accordance with the Implementation Documents.

a. Check Date. Bank will not examine any checks or other items with respect to check dates.

b. Check Amount. If Bank is unable to determine the amount of a check, such check will be forwarded unprocessed to Customer as an exception.

c. Payee. Checks made payable to the Acceptable Payees listed in the Implementation Documents or any reasonable derivation thereof are acceptable for deposit. Checks made payable to others may be returned by Bank as exceptions. Customer warrants that each Acceptable Payee is either Customer, its affiliate, or an entity that has authorized Customer to act on its behalf for the Services provided herein. If the Acceptable Payee is an affiliate of Customer or an entity which authorized Customer to act on such entity's behalf, Customer represents and warrants that such affiliate or entity has authorized checks payable to it to be credited to the Lockbox Account. Bank may require written authorization from any Acceptable Payee or written evidence that an Acceptable Payee has authorized Customer to act on its behalf. If Customer designates 'Accept All Payees' in the Implementation Documents and Bank accepts such designation, Bank shall process all checks for credit to the Lockbox Account regardless of the payee name on the check. Such designation may be subject to additional Bank fees. Customer agrees to indemnify and hold Bank harmless for any claims, fines, expenses, and damages that arise out of Bank's processing of checks based on Customer's "Accept All Payees" designation.

d. Missing Signature. In the absence of a signature, Bank will process the check. Customer agrees to reimburse Bank if the check is subsequently returned.

e. Exceptions. If a check is treated as an exception, either the physical check or a legal substitute, will be forwarded by Bank to Customer with the remittance data, and not deposited or otherwise reflected in the account of Customer.

f. Correspondence. Any correspondence, invoices and miscellaneous enclosures which are included with a payment, as well as any envelope that does not contain a check, will be imaged and destroyed unless Customer specifies different instructions in the Implementation Documents.

g. Notation. Customer agrees that Bank shall disregard any notation on a check containing "paid in full", "lien waiver" or other restrictive notation, whether preprinted or handwritten, and treat any such check as though such notation did not appear thereon. If Customer instructs Bank not to process checks with restrictive notations and Bank agrees to do so, Bank will use its best efforts to detect checks bearing such notations, but Bank shall not be liable to Customer for failure to detect any such notation.

h. Document Order. Bank shall use its best efforts to process documents that are not in logical order, are difficult to identify, or which are received in unorganized large packages.

i. Remittance Document Forwarding. If remittance document or correspondence-only document forwarding is requested by the Customer and agreed to by Bank, Bank shall forward all remittance documents stacked in the order processed. If Customer requests forwarding of printed check copies, and Bank agrees to do so, the printed check copies will be stacked in the order processed on top of the remittance documents. Document forwarding has limited availability and is not available for all lockboxes.

14. Lockbox Remote Capture Services. Lockbox Remote Capture Services is an optional add-on service to the Wholesale Lockbox Processing service which provides eligible customers the ability to scan and transmit to Bank lockbox payments received at office locations. If

Customer is approved for Lockbox Remote Capture Services, Customer agrees that Bank's Lockbox Remote Capture Services shall be governed by this Section III.K (Lockbox Services) and other relevant sections of this Agreement, including but not limited to, the Electronic Deposit Services section.

15. Wholetail Lockbox Processing. Bank offers Wholetail Lockbox Processing Services which allow for the automated processing of consumer-oriented payments. Bank is authorized to open each envelope and remove the contents, disregarding all notations and other marks on the envelopes. Bank does not, unless otherwise agreed to by Bank, examine checks or other items with respect to payee names, check dates and check signatures. Bank is not required to retain remittance envelopes or forward them to Customer. Unless otherwise agreed to by Bank, Bank will disregard any restrictive notation on any check, including but not limited to "paid in full," whether preprinted or handwritten, and shall treat any such check as though such language did not appear thereon. Bank will process, endorse, and deposit remittances in accordance with its standard procedures. If Bank is unable to determine the amount of a check, such check will be forwarded to Customer as unprocessable. Bank will deliver miscellaneous enclosures, unprocessable transactions and remittance data in accordance with the Implementation Documents.

16. Exception Review. Exception Review is an optional service which allows Customer to review and decision transactions which do not meet Customer's pre-defined criteria. If this service is selected by Customer and agreed to by Bank, Bank will notify Customer of items requiring decisioning. Customer agrees to review and correct the data or reject the transaction by the established deadline. Items which are not decisioned by the deadline will be accepted "as is" or rejected per the default setting established by Customer. Customer is responsible for processing decisions and any data it provides to Bank.

17. Positive and Negative File Processing. Positive and Negative File Processing are optional services in which the Customer provides a file used to identify transactions which should be accepted or rejected. Customer shall be responsible for the accuracy and completeness of all information provided to Bank. For Positive File Processing, transactions which match Customer's file shall be accepted and all other transactions shall be returned to the Customer unprocessed or directed to Exception Review, per the settings established by Customer. For Negative File Processing, transactions that do not match Customer's file shall be accepted and all other transactions shall be returned to the Customer unprocessed or directed to Exception Review, per the settings established by Customer. Bank shall have no responsibility for any liability, loss or damage resulting from settings selected or established by Customer.

L. HEALTHCARE PAYMENT CONSOLIDATOR

1. Introduction. U.S. Bank Healthcare Payment Consolidator is a Service that enables Customers to electronically receive, post and reconcile healthcare payments and remittances received from health plans and/or other Agents. The Service accepts images of check payments, remittances and correspondence received by Bank or its vendors in paper form via lockbox, as well as electronically via Automated Clearinghouse (ACH). Electronic remittance files are delivered from the Service to Customer at an agreed upon schedule. Images are made available via website or file transmission. Customer agrees that the Service shall be governed by this Section and all other relevant sections of this Agreement. If Customer selects the Service, the Service may include, but is not limited to, lockbox, ACH, image viewing, data translation and file transmission services to assist Customer in expediting and automating receipt of their remittances. Prior to implementation of the Service, Customer must maintain a demand deposit account with Bank.

2. Processing, Collections and Availability. The Service is available where hardware and software have been configured by Bank to accommodate processing. Bank is authorized to examine the checks and remittances received at Customer's designated lockbox in accordance with Bank's lockbox servicing terms and guidelines. The crediting and collection of items will be handled in accordance with other commercial deposits processed by Bank and shall be subject to Bank's then-current funds availability schedule.

3. Image Viewing and Storage. The Service processes and stores images of paper checks, explanation of benefits statements, correspondence, or other enclosures, as well as images of electronic remittance advices and electronic funds transfers. Images are available to Customer for web viewing or via secure transmission as selected by Customer in the Implementation Documents. Original paper documents will be securely destroyed on a periodic basis.

4. File Transmission and Data Reporting. The Service will transmit to Customer remittance data according to the agreed-upon schedule. Customer may elect to receive data through one or more delivery mechanisms as specified in the Implementation Documents. If the Service is terminated, Customer may obtain an FTP transmission or other available format of image information processed at the price outlined in the fee schedule.

5. Accuracy and Timeliness of Information. Performance of the Service may be affected by external factors such as communication network latency, mail delays and other factors beyond Bank's control. Information with respect to all transactions is provided solely for Customer's convenience, and Customer shall have no recourse to Bank with respect to the use of such information.

6. Customer Authorizations, Notifications and Responsibility. Customer authorizes Bank to disclose Customer information to Bank's vendors to the extent required to deliver the Service, and to debit or credit Customer's accounts in performance of the Service hereunder. Customer shall provide Bank or its vendors with all data and specifications necessary for processing. Customer shall conduct tests that Bank or its vendors may deem necessary to ensure that files may be exchanged and the Service implemented. Customer shall adhere to any and all applicable clearinghouse, local, state, or federal laws, rules or regulations.

7. Protected Health Information. If Customer utilizes the Services to process Protected Health Information, as defined in 45 CFR Part 160, *et seq.*, then Customer must ensure that any necessary agreements are in place.

M. COMMERCIAL SWEEP ACCOUNTS – LOAN OPTION

THIS NOTICE IS GIVEN PURSUANT TO APPLICABLE LAW: IN THE UNLIKELY EVENT OF THE BANK FAILURE, THE FEDERAL DEPOSIT INSURANCE CORPORATION (“FDIC”) WILL ALLOW THE LOAN SWEEP TRANSFER OF EXCESS BALANCES IN CUSTOMER’S DEPOSIT ACCOUNT, ABOVE A PRE-ESTABLISHED THRESHOLD, OUT OF THE DEPOSIT ACCOUNT TO PAY DOWN THE LOAN AT BANK ON THE DAY OF FAILURE. THE REMAINING FUNDS IN THE DEPOSIT ACCOUNT WILL BE DEEMED DEPOSITS UNDER FDIC RULES AND WILL BE INSURED UP TO THE APPLICABLE FDIC LIMITS.

1. Definitions.

a. “Account” means Customer’s deposit account at Bank which Customer has designated as being covered by the Services described herein.

b. “Available Funds” means the total of the collected funds in the Account as of the close of business on any Business Day, determined in accordance with the manner in which Bank generally provides credit for deposited checks.

c. “Business Day” means any day on which a majority of Bank’s offices are open to the public for substantially all banking functions. Saturdays, Sundays, federal or state holidays or any day recognized by a Federal Reserve Bank as a holiday shall not be considered a Business Day, even if Bank’s offices are open.

d. “Credit” means any loan arrangement which is designated as a line of credit where Bank has agreed will be subject to the Services described herein.

e. “Credit Agreement” means any loan agreement, promissory note, guaranty or other agreement, instrument, or document which evidences, secures or guarantees the Credit.

f. “Deficiency Amount” means the amount by which the Target Balance exceeds the amount of Available Funds as of the close of business on any Business Day.

g. “Event of Insolvency” means any of the following: (i) Customer or Guarantor shall die or cease to exist; (ii) any Guarantor shall attempt to revoke its guaranty or other obligation to Bank, or such guaranty or other obligation shall become unenforceable in whole or in part; (iii) any bankruptcy, insolvency or receivership proceeding, or any assignment for the benefit of creditors, shall be commenced under any Federal or state law by or against Customer or any Guarantor; (iv) Customer or any Guarantor shall become the subject of any out-of-court settlement with its creditors; or (v) Customer or any Guarantor is unable or admits in writing its inability to pay its debts as they mature.

h. “Excess Funds” means the amount of Available Funds as of the close of business on any Business Day which exceeds the Target Balance.

i. “Guarantor” means any guarantor, surety, accommodation party or joint obligor of the obligations of Customer under the Credit.

j. “Target Balance” means that amount of funds which Customer desires to maintain in the Account and which is mutually agreeable to Bank and Customer from time to time.

k. “Transaction” means either a Loan Transaction or a Repayment Transaction.

2. Initiation of Transactions.

a. As of the close of business on each Business Day, Bank will determine the amount of Excess Funds, if any. If Bank determines that there are Excess Funds, Bank will debit the Account and credit the Credit in an amount equal to the lesser of (i) the amount of Excess Funds or (ii) the outstanding principal balance of the Credit plus all interest, fees and charges then outstanding under the Credit (a “Repayment Transaction”); provided, however, that Bank will not be required to initiate any Repayment Transaction in an amount less than a minimum sum mutually agreeable to Bank and Customer. Customer grants Bank a security interest in, and right of set-off to, the Account for purposes of effecting Repayment Transactions.

b. As of the close of business on each Business Day, Bank will determine the Deficiency Amount, if any. If Bank determines that there is a Deficiency Amount, Bank will charge the Credit in an amount equal to the lesser of (i) the amount by which such available balance is less than the Target Balance or (ii) the amount which is available to be borrowed under the Credit (the lesser of such amounts being referred to as the “Loan Amount”), plus the amount of any fees and charges under the Credit, and credit the Account in an amount equal to the Loan Amount (a “Loan Transaction”); provided, however, that Bank will not be required to initiate any Loan Transaction in an amount less than a minimum sum established by Bank, and Bank will not be required to initiate any Loan Transaction if any default exists under any Credit Agreement or this Agreement or Bank is otherwise excused or prohibited under any Credit Agreement or applicable law from making an advance to Customer. In addition, Bank will not be required to initiate any Loan Transaction, and the Services hereunder shall immediately and automatically terminate without notice, if: (A) the Credit has matured or been terminated; (B) Customer has cancelled the Credit; (C) an Event of Insolvency has occurred; or (D) Bank has demanded payment under the Credit.

c. If Bank has agreed to provide any other service to Customer pursuant to which Bank is authorized to transfer Excess Funds from the Account, (i) this Agreement shall prevail over the terms and conditions of such other service, (ii) Bank may initiate a Repayment Transaction or Loan Transaction under this Agreement in lieu of or prior to initiating the transfer of Excess Funds under such other service, and (iii) Bank shall not be in default as to such other service solely by reason of not initiating the transfer of Excess Funds under such other service.

3. Overdrafts. Bank may debit the Account as set forth in Section III.M.1.a above, even though, subsequent to such debit, and as a result of additional transfers or withdrawals from the Account, the return of checks unpaid, or any other cause, the Account becomes overdrawn. In such event, Customer will be assessed Bank’s then prevailing charges for overdrafts.

4. Ordinary Course. Customer and Bank intend that each Repayment Transaction hereunder be (a) in the ordinary course of business or financial affairs of Customer and Bank, and (b) made according to ordinary business terms.

5. Asset-Based Loan Sweep Advance. For each asset-based loan sweep transfer or loan sweep advance (each an “Asset Based Transfer”), Customer certifies to Bank that (i) the Asset Based Transfer is being made in accordance with the certain agreements between Bank and Customer (the “Asset Based Documents”); (ii) the Asset Based Transfer is not revocable by Customer; (iii) the representations and warranties set forth in the Asset Based Documents are true and correct as of the date of each Asset Based Transfer; and (iv) no default or event of default, however denominated, has occurred or is continuing under the Asset Based Documents or will result following the Asset Based Transfer.

6. Termination. In addition to the termination rights described elsewhere in the Agreement, Bank may terminate this Service immediately without notice to Customer if the index or other referenced rate upon which the interest rate for this Service is based is at any time less than zero percent.

N. COMMERCIAL SWEEP ACCOUNTS – INVESTMENT OPTION

NOTICE: INVESTMENT PRODUCTS, INCLUDING MONEY MARKET MUTUAL FUNDS, ARE NOT DEPOSITS OR OBLIGATIONS OF, OR GUARANTEED BY BANK OR ANY OF ITS AFFILIATES, NOR ARE THEY INSURED BY THE FDIC, OR ANY OTHER GOVERNMENT AGENCY. THE INVESTMENT OPTIONS OFFERED BY BANK UNDER THE COMMERCIAL SWEEP ACCOUNT ARE SUBJECT TO INVESTMENT RISKS, INCLUDING LOSS OF PRINCIPAL OF THE AMOUNT INVESTED.

1. General Terms Applicable to All Investment Options.

a. If a Commercial Sweep Account Investment Option has been requested and agreed to by Bank, Customer authorizes Bank to transfer funds on a manual or automated basis to and from the demand deposit account (“DDA”) and Investment Option selected by Customer. Funds will be transferred between the accounts so that: (a) to the extent funds are available in either account, Customer’s DDA maintains an average collected balance equal to a pre-established balance (“Peg Balance”); and (b) any collected funds in the DDA that exceed the Peg Balance (“Excess Funds”) are invested by Bank as directed by Customer in accordance with this Agreement. Amounts invested in money market mutual funds, including investment income, will be redeemed and credited back to the DDA as needed so that the collected balance of Customer’s DDA equals the Peg Balance. Amounts invested in other investment options, including interest or other investment income, will be credited back to the DDA each Business Day upon maturity. Bank may limit the amount of Excess Funds that it will invest on behalf of Customer on any particular Business Day. Bank may also impose a maximum redemption amount to bring the DDA to the Peg Balance on a particular Business Day. If Customer’s Investment Option is not available on a given Business Day, then all Excess Funds will remain in the DDA until the next Business Day.

b. Bank is authorized to accept verbal instructions, including telephone instructions, from Customer representatives for the transfer of funds between Bank and Customer and between Customer’s accounts. Bank may rely on any instructions received from Customer that it reasonably believes to be genuine.

c. Bank is authorized to execute as agent for Customer all certificates of ownership and other instruments required by law or by contract. Bank shall not be accountable for errors in judgment but only for gross negligence or willful misconduct. Bank shall not be required to comply with any direction of Customer which in Bank’s judgment, may subject it to liability or to defend or prosecute any suit or action unless indemnified in a manner and amount satisfactory to it.

d. Customer may, by written instrument executed by Customer and delivered to Bank, terminate this Service and withdraw from the account the principal and accumulated income upon paying all sums due to Bank and indemnifying Bank to its satisfaction against liabilities incurred in the administration of the account.

e. Bank will act as agent to invest on the order and for the benefit of Customer. The Services described herein are provided by Bank to Customer solely as bona fide treasury management Services. Bank does not undertake any fiduciary obligation to Customer with respect to these Services. Bank’s duties to act for Customer hereunder are solely mechanical and administrative in nature.

f. In addition to the termination rights described elsewhere in the Agreement, Bank may terminate this Service immediately without notice to Customer if the index or other referenced rate upon which the interest rate for this Service is based is at any time less than zero percent.

2. Investment Options.

a. Repurchase Agreements.

(i) Terms. If Customer chooses to invest Excess Funds in repurchase agreements, Customer and Bank agree to be bound by the Master Repurchase Agreement with Bank. If Customer’s investments in repurchase agreements exceed its typical investment amount by \$10 million or more on a given Business Day, Customer agrees to notify Bank by providing sufficient advance notice to allow Bank to

adequately collateralize the investments. Bank will exercise reasonable efforts to invest the entire amount but cannot guarantee full investment under these circumstances. If Customer fails to notify Bank in advance or if Bank is unable to invest any or all of the additional funds in repurchase agreements, Customer agrees that Bank may be required to withhold or withdraw any interest that may have been previously paid.

(ii) Confirmations. After each repurchase transaction, Bank will deliver to Customer via mail, fax, email, or other electronic means, including without limitation, posting to a password-protected website) a confirmation (“Confirmation”) describing any information required by applicable law and any other terms and information which Bank may include at its discretion. The information contained in the Confirmation shall be considered true and correct and conclusively binding unless Customer notifies Bank of any error therein within three (3) Business Days after the date the Confirmation is mailed, faxed, emailed, personally delivered to Customer or sent via other electronic means, including without limitation, posting to a password-protected website. If Customer elects to receive Confirmations electronically, Customer acknowledges and agrees that Customer will no longer receive Confirmations by mail. If Customer desires to discontinue receiving Confirmations electronically, Customer shall provide written notice to Bank, whereupon Bank shall resume delivering mailed Confirmations.

b. Money Market Mutual Funds (“Money Fund”).

(i) Terms. If Customer chooses the Money Fund sweep option, Excess Funds will be invested in the First American Money Market Fund offered for this Service. Excess Funds will be swept from the DDA to a pooled deposit account held in Bank’s name. On the next Business Day, the Excess Funds from the pooled Deposit Account will be swept to the Money Fund to purchase shares. Customer’s shares in the Money Fund will be held in Bank’s name in an omnibus investment account, as agent on behalf of all Bank customers invested in the Money Fund. Customer grants to Bank a consensual possessory security interest in the omnibus investment account and all accounts maintained with Bank to secure payment of all of Customer’s obligations under this Service. Customer will accrue dividends beginning on the Business Day the shares are purchased. Dividends accrue daily and are paid monthly on the last Business Day of the month. No dividends will accrue on the Business Day the shares are sold. If, for any reason, Money Fund shares are not available on any given Business Day, all Excess Funds will not be swept to the Money Fund and no dividends will accrue until shares become available for purchase. Funds in the DDA and in the pooled deposit account held at Bank will be treated as deposits and will be insured up to the applicable FDIC insurance limits. The Money Fund sweep option is only available to entities having a presence in the United States, which may be demonstrated by a U.S. mailing address and U.S. taxpayer identification number in Bank’s records.

(ii) Customer Acknowledgments. BY ACCEPTING THIS SERVICE, CUSTOMER HEREBY ACKNOWLEDGES THAT IT HAS RECEIVED A COPY OF THE PROSPECTUS OF THE DESIGNATED FUND. THIS PROSPECTUS FORMS PART OF THE IMPLEMENTATION DOCUMENTS AND WILL CONTROL OVER THE IMPLEMENTATION DOCUMENTS WITH RESPECT TO MONEY FUND SHARES. CUSTOMER FURTHER ACKNOWLEDGES THAT BANK IS NOT PROVIDING ANY INVESTMENT ADVICE HEREIN TO CUSTOMER AND MAKES NO REPRESENTATION OR WARRANTY AS TO THE SUITABILITY OR SAFETY OF THE INVESTMENTS IN ANY FUND OFFERED UNDER THIS SERVICE.

(iii) Money Fund Disclosures. BANK AFFILIATES SERVE AS INVESTMENT ADVISOR, ADMINISTRATOR, CUSTODIAN, DISTRIBUTOR, TRANSFER AGENT, AND SECURITIES LENDING AGENT AND RECEIVE COMPENSATION FOR SUCH SERVICES AS DISCLOSED IN THE PROSPECTUS FOR THE DESIGNATED FUND. ALTHOUGH MONEY FUNDS SEEK TO PRESERVE THE VALUE OF

CUSTOMER'S INVESTMENT AT \$1.00 PER SHARE, IT IS POSSIBLE TO LOSE MONEY BY INVESTING IN A MONEY FUND.

- (iv) **THIS NOTICE IS GIVEN PURSUANT TO APPLICABLE LAW: IN THE UNLIKELY EVENT OF BANK FAILURE, CUSTOMER WILL MAINTAIN ITS INTEREST IN THE MONEY FUND SHARES FOLLOWING A COMPLETED MONEY FUND SWEEP. THE VALUE OF THE SHARES IN THE MONEY FUND OMNIBUS INVESTMENT ACCOUNT WILL NOT BE DEEMED "DEPOSITS" UNDER RULES PROMULGATED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") AND WILL NOT BE INSURED BY THE FDIC. ON THE DAY OF FAILURE, HOWEVER, THE FDIC MAY DISALLOW THAT DAY'S SWEEP TO OCCUR. IF THE SWEEP IS DISALLOWED, ANY EXCESS FUNDS THAT WOULD HAVE NORMALLY SWEEPED ON THAT BUSINESS DAY WILL REMAIN IN THE DDA AND WILL BE TREATED AS DEPOSITS. THOSE DEPOSITS WILL BE INSURED UP TO THE APPLICABLE FDIC INSURANCE LIMITS.**

c. Commercial Paper.

- (i) Terms. If Customer chooses the Commercial Paper sweep option, Excess Funds shall be invested in an unsecured short-term promissory note issued by U.S. Bank National Association and held in book entry. At the end of each Business Day, Excess Funds are automatically transferred from Customers' DDA into a sweep account that invests overnight in U.S. Bank National Association Commercial Paper. The minimum amount that may be swept pursuant to this option is \$1,000. Excess Funds less than \$1,000 on a given Business Day will not be invested. The minimum amount may be increased if requested by Customer and agreed to by Bank.
- (ii) **THIS NOTICE IS GIVEN PURSUANT TO APPLICABLE LAW: IN THE UNLIKELY EVENT OF BANK FAILURE, THE BALANCES RESIDING IN CUSTOMER'S COMMERCIAL PAPER SWEEP ACCOUNT AT BANK WILL NOT BE DEEMED "DEPOSITS" UNDER RULES PROMULGATED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") AND WILL NOT BE INSURED BY THE FDIC. IN THE UNLIKELY EVENT OF BANK FAILURE, CUSTOMER'S CLAIM FOR FUNDS THAT WERE SWEEPED INTO THE COMMERCIAL PAPER SWEEP ACCOUNT WILL BE TREATED AS UNSECURED GENERAL CREDITOR CLAIMS.**

d. Business Savings Sweep. If Customer chooses the Business Savings Sweep option, collected funds with a minimum of \$500 in excess of a Peg Balance shall be swept from Customer's DDA into a Business Savings Sweep Account (the "Savings Account"). The Peg Balance shall be set at a minimum of \$10,000 unless otherwise agreed to by Bank. Funds remain in the Savings Account until Customer's DDA reaches a negative balance, whereupon available funds are swept back into Customer's DDA in an amount necessary to return the DDA balance to the Peg Balance.

O. ZERO BALANCE ACCOUNT (ZBA) SERVICES

1. General. ZBA Services allow Customer to concentrate balances across multiple checking accounts consisting of a lead ("Master Account") and one or more sub-accounts funded by the Master Account. At the close of each Business Day, at a time determined by Bank, Bank shall transfer available or collected balances between the Master Account and sub-account(s) via two-way automatic transfers to ensure that the sub-accounts maintain a zero balance or a balance otherwise designated by Customer (collectively, the "Established Balance"). In addition, one-way transfers can be made from: (i) the Master Account to the sub-account; (ii) the sub-account to the Master Account; or (iii) the Master Account to the sub-account with deposits remaining in the sub-account.

Customer agrees to maintain sufficient available funds in the Master Account to cover the aggregate debits made to the sub-accounts to enable the sub-accounts to be maintained at the Established Balance at the close of each Business Day. If the available balance in the Master Account is insufficient to restore the balance in a sub-account to the Established Balance, a lesser amount may be transferred to the sub-account in Bank's sole discretion. If there are multiple sub-accounts and insufficient funds in the Master Account to fund all sub-accounts, Bank may, in its sole discretion, determine which sub-accounts to fund and to what extent. In addition, Bank may, in its sole discretion, either (i) reject any checks or other debit items drawn on any sub-account or (ii) accept any checks or other debit items drawn on a sub-account, even if such acceptance would bring the sub-account below the Established Balance. If Bank must reverse a provisional credit and such reversal causes the Master Account to have a negative balance, Customer agrees that Bank may reverse the transfer of any funds, in whole or in part, between the sub-account and the Master Account, and Bank may additionally reject any items not finally paid on the sub-account. Bank reserves the right to suspend or terminate ZBA Services without prior notice to Customer.

2. Focal Point Plus. If selected by Customer, the Focal Point Plus Service allows Customer to: (i) concentrate balances across multiple checking accounts consisting of a Master Account with one or more subaccounts ("Shadow Accounts"), which are all funded by the Master Account; and (ii) track transactions with location reporting. Two-way automatic transfers ensure the Shadow Accounts maintain a zero balance. One-way transfers can also be made from the Shadow Accounts to the Master Account. Customer acknowledges and agrees the Shadow Accounts are deemed to be part of the Master Account for purposes of this Agreement and cannot be used to process transactions independent of the Master Account.

P. SINGLEPOINT® INTERNATIONAL REQUEST FOR TRANSFER SERVICES

1. Introduction. The U.S. Bank SinglePoint International Request for Transfer Services will enable domestic or foreign organizations doing cross-border business to initiate or execute payment or transfer instructions from, or between, Customer accounts held at Bank and foreign banks. Prior to implementation of this Service, the Forwarding Bank and the Executing Bank must enter into a Bilateral Agreement referencing their mutual accession to the SWIFT Request for Transfer (MT101) Service Level or other relevant Service Level. Bank acts in the capacity of the Forwarding Bank with respect to all Requests for Transfer. This Service or other similar remote initiation Services offered by Bank are governed by this Agreement, the Bilateral Agreement, the Interbank Agreement, and all other applicable federal, state, and local laws and regulations. Unless otherwise defined, all capitalized terms shall have the meanings set forth in the Interbank Agreement and Bilateral Agreement.

2. Definitions.

- a.** “Beneficiary” means the person or entity designated in the Originator’s instruction to receive funds.
- b.** “Beneficiary Bank” means the financial institution crediting the funds to the Beneficiary’s account.
- c.** “Execute” or “Execution” means the debiting of the Originator’s account by the Executing Bank pursuant to a Request for Transfer from the Forwarding Bank and the forwarding of the credit transfer to the Beneficiary Bank.
- d.** “Executing Bank” means the financial institution that receives and Executes the Request for Transfer from the Forwarding Bank and then forwards the credit transfer to the Beneficiary Bank.
- e.** “Forwarding Bank” means a financial institution receiving a Request for Transfer from the Instructing Party and forwarding it to the Executing Bank.
- f.** “Instructing Party” means a customer of the Forwarding Bank, which could be an office, department or division of the Originator, or a separate legal entity, authorized by the Originator to initiate a Request for Transfer to the Forwarding Bank.
- g.** “Interbank Agreement” means the Service Level Master Agreement (SLMA) and Request for Transfer Service Level Rules and Regulations (MT 101) or other relevant Service Levels offered by Society for Worldwide Interbank Financial Telecommunication (SWIFT), to which the Forwarding Bank and the Executing Bank are a party.
- h.** “Originator” means the customer of the Executing Bank whose account is to be debited pursuant to a Request for Transfer.
- i.** “Request for Transfer” means a transfer instruction received by the Forwarding Bank from the Instructing Party for onward transmission as an MT101 to the Executing Bank, and which is capable of being processed under an Interbank Agreement.

3. Bank as the Forwarding Bank. If Customer selects Bank as the Forwarding Bank, Customer is deemed to be the Instructing Party for all Requests for Transfer. Customer will appoint those individuals authorized to instruct Bank regarding Request for Transfer Services (“Authorized Users”) via the relevant Implementation Documents and System Administrator designations establishing the Authorized Users’ access authority and transaction limits. Bank may rely on any such authorization until it has received Customer’s written notice of revocation and has had a reasonable opportunity to act thereon. Customer and its Authorized Users and other Agents shall maintain the highest possible level of confidentiality with regard to PINs or other security devices and will take all steps necessary to prevent access to them by unauthorized persons. Customer shall be responsible for the accuracy, completeness and timeliness of all Requests for Transfer sent to Bank. Requests for Transfer received after Bank’s established deadline or on any non-Business Day, including any Saturday, Sunday, holiday, or any day that Bank’s wire department is not open, will be considered received on the next Business Day. Customer authorizes Bank to process and forward to the Executing Bank all Requests for Transfer received in accordance with any

established security procedures. Notwithstanding the foregoing, Bank does not assume any responsibility for the Execution of the Request for Transfer by the Executing Bank and completion of the credit transfer to the Beneficiary Bank. Customer understands and acknowledges that any applicable callback notifications on PIN limits established by Customer with Bank for wire transfer dollar thresholds do not apply to Requests for Transfer. Customer agrees not to initiate a Request for Transfer in violation of applicable federal, state, or local law or regulations.

4. Security Procedures. Customer and Bank shall comply with any established security procedures with respect to the initiation and forwarding of any Request for Transfer, including but not limited to, the SWIFT authentication procedures identified in the SWIFT User Handbook, as amended from time to time. Customer agrees that any such security procedures shall be deemed commercially reasonable. Customer understands that the security procedures are not intended for the purpose of detecting errors in the transmission or content of a Request for Transfer controlled by Customer. Customer agrees to be bound by any Request for Transfer sent in the name of Customer that is processed by Bank in compliance with the agreed security procedures whether or not authorized.

5. Amendment or Cancellation. Customer does not have the right to reverse, adjust or revoke any Request for Transfer after it has been received by Bank; provided, however, that Bank will make a reasonable effort to act on such a request by Customer. With respect to a Request for Transfer that has already been Executed, Bank may intervene at Customer’s request, to request that the Beneficiary Bank return all or a portion of the funds. Customer understands that the Beneficiary Bank is under no legal obligation to comply with this request.

6. Rejection/Repair. Bank may reject a Request for Transfer if: (i) it is not initiated or transmitted in accordance with the applicable security procedures; (ii) there is any inconsistency between a Request for Transfer and information previously supplied to Bank; or (iii) Bank has other reasonable grounds not to honor the Request for Transfer. Bank shall have no obligation to repair any Request for Transfer it receives but may, in its absolute discretion, endeavor to repair any Request for Transfer. Bank shall notify Customer of any rejections or suspensions.

7. Limits on Bank’s Liability. Bank sends outgoing and receives incoming Requests for Transfer using SWIFT. Bank shall not be responsible for the acts or omissions of Customer, the SWIFT network, other financial institution, or any other person. Payment to a foreign country is subject to the laws of the foreign country involved. Bank assumes no liability for foreign exchange risk, delays, non-delivery, or other events resulting from causes beyond Bank’s control.

Q. SWIFT-RELATED SERVICES

1. Introduction. The SWIFT-Related Services (the "Service") will enable organizations with domestic or cross-border activity to initiate or execute payment or transfer instructions from Customer's Bank account to another account held at Bank or a third-party bank, and to receive account information and payment notifications from Bank via products and services offered by the Society for Worldwide Interbank Financial Telecommunication ("SWIFT"). This Service or other similar services offered by Bank are governed by this Agreement, applicable SWIFT agreements, rules, and terms and conditions (collectively, "SWIFT Terms"), and all other applicable federal, state, and local laws and regulations. Unless otherwise defined, all capitalized terms shall have the meanings set forth in the SWIFT Terms.

2. Definitions.

- a.** "Account Reporting" means cash management notifications, transaction and account information provided by Bank to Customer.
- b.** "Beneficiary" means the person or entity (including Customer) designated in Customer's Transfer Request to receive funds.
- c.** "Beneficiary Bank" means the financial institution (including Bank) that credits the funds to the Beneficiary's account.
- d.** "Execute" or "Execution" means the debiting of Customer's account by Bank and the forwarding of the credit transfer to the Beneficiary Bank pursuant to a Transfer Request from Customer.
- e.** "FileAct" means a file transfer service that utilizes the SWIFT infrastructure to enable the transfer of data in various file formats.
- f.** "Transfer Request" means a MT103 or other SWIFT transfer instruction sent by Customer to Bank for onward processing. If SWIFT-Related services are accessed using SCORE, "Transfer Request" means a MT101 Request for Transfer instruction.
- g.** "SCORE" means the Standardized Corporate Environment, a SWIFT direct access corporate service which offers Customer a secure connection and standardized environment to manage Customer's payments and payment information.

3. Security Procedures. Customer shall comply with all security procedures established by Bank for the SWIFT-Related Services, including but not limited to, the SWIFT authentication procedures identified in the SWIFT User Handbook, as amended from time to time. Customer agrees that any such security procedures shall be deemed commercially reasonable. Customer understands that the security procedures are not intended for the purpose of detecting errors in the transmission or content of any Account Reporting, or of a Transfer Request controlled by Customer. Customer is solely responsible for maintaining its own internal security procedures to prevent errors or unauthorized access to Customer's computer systems by unauthorized employees, vendors, or customers. Customer agrees to be bound by any Transfer Request that appears to have been sent by Customer that is processed by Bank in compliance with the agreed security procedures, whether or not authorized. Bank will use reasonable care in transmitting the Account Reporting but assumes no responsibility for the accuracy or timeliness of the information supplied by other financial institutions, the SWIFT network. Customer agrees to immediately notify and fully cooperate with Bank if it suspects or becomes aware of any breach or compromise of the security of the SWIFT-Related Services.

4. Transmission and Processing of Transfer Requests. Customer authorizes Bank to Execute all Transfer Requests delivered to Bank by Customer in compliance with the terms of this Agreement and any established security procedures. Customer shall adhere to formatting and processing requirements established by Bank. Customer authorizes Bank to use whatever means Bank, in good faith, deems reasonable under the circumstances to execute each Transfer Request, including selection of a funds transfer system, routing and means of transmission. Customer shall be responsible for the accuracy, completeness and timeliness of all Transfer Requests sent to Bank for Execution. Transfer Requests with settlement dates of more than thirty (30) calendar days from receipt may not be processed unless prior arrangements have been made. Customer

is solely responsible for initiating Transfer Requests sufficiently in advance to meet Customer's contractual obligations to its vendors and/or customers. Bank shall not be responsible for any late payment or finance charges that may result from Customer's failure to allow sufficient lead time to make a Transfer Request. Bank and any other financial institution may rely on the account, routing, or BIC numbers in the Transfer Requests even if such numbers do not correspond to the name of Customer, the Beneficiary, or the Beneficiary Bank.

5. Amendment or Cancellation of Transfer Requests. Customer does not have the right to reverse, adjust or revoke any Transfer Request after it has been received by Bank; provided, however, that Bank will make a reasonable effort to act on such a request by Customer. With respect to a Transfer Request that has already been Executed, Bank shall, at Customer's request, request that the Beneficiary Bank return all or a portion of the funds. Customer understands that the Beneficiary Bank is under no legal obligation to comply with this request.

6. Rejection/Repair of Transfer Requests. Bank may reject a Transfer Request if: (i) it is not initiated or transmitted in accordance with the applicable security procedures; (ii) does not adhere to Bank's formatting or processing requirements; (iii) there is any inconsistency between a Transfer Request and information previously supplied to Bank; (iv) Customer's Transfer Requests exceed any applicable transaction limits established by Bank; (v) if there are insufficient collected funds in Customer's account to fund the Transfer Request; or (vi) Bank has other reasonable grounds not to honor the Transfer Request. Bank shall have no obligation to repair any Transfer Request it receives but may, in its absolute discretion, endeavor to do so.

7. Reporting.

a. Account Reporting. Bank may send notifications that allow Customer to receive advices relating to Customer's payments processed by Bank. Bank may also provide Customer with information on accounts maintained at Bank. If Customer elects to receive notifications and other account information via SWIFT, Customer shall exercise extreme care in maintaining its own security in the receipt of the notifications or information. Customer acknowledges that the data received via SWIFT may include confidential information, including, without limitation, names, amounts, phone numbers and account information. Customer further acknowledges that it alone assumes full responsibility for maintenance of its internal security procedures to keep such information confidential.

b. International Information Reporting. If requested by Customer and agreed to by Bank, Bank may provide incoming international information reporting through Providers or via SWIFT. Bank shall receive the international information reporting data through Providers or via SWIFT from Customer's account-servicing Bank ("Servicing Bank") and shall display such data to Customer using SinglePoint or other similar System. If Customer makes a request to Bank for an off-schedule international information report from the Servicing Bank, Customer agrees that Bank shall have no liability if the Servicing Bank does not support the off-schedule request or does not respond to the request in a timely manner.

8. Limits on Bank's Liability. Bank will use reasonable efforts to provide notifications and information in a prompt fashion but shall not be liable for the temporary failure to provide timely data. Bank assumes no responsibility for any delays caused, or for inaccurate or incomplete information provided by the SWIFT network or third-party banks with respect to payments and related information. Bank shall not be responsible for the acts or omission of Customer, the SWIFT network, any other financial institution, or any other person. Payment to a foreign country is subject to the laws of the foreign country involved. Bank assumes no liability for foreign exchange risk, delays, non-delivery, or other events resulting from causes beyond Bank's control.

9. SCORE. If Customer accesses the SWIFT-Related Services using SCORE, Customer shall additionally comply with applicable SWIFT agreements, documentation, user guides, security procedures and all other instructions and recommendations provided by SWIFT or by Bank in relation to the use of SCORE. Customer acknowledges that Bank does not regulate the setup and provision of SWIFT membership, joining the

SWIFT network or SCORE, the SWIFT network security, or the facilities necessary to access and use them. Customer represents that it is, and will throughout the term of this Service remain, an authorized SWIFT participant. Customer authorizes Bank to act on any instruction contained in a SWIFT message received by Bank through SCORE which appears to have been sent by Customer. In the event that Customer requests Bank to provide SWIFT-Related Services through SCORE to a parent company, subsidiary, affiliate or other commonly owned company, Customer agrees that it shall be jointly and severally liable for such related entity's obligations under this Agreement. Customer represents and warrants that such related entity is a duly authorized agent of the Customer and that the related entity is acting on behalf of Customer in its authorized capacity.

10. FileAct. If the FileAct service is offered by Bank and selected by Customer, Customer may use this service which enables the secure and reliable transfer of files to exchange batches of financial messages, reports, bulk payment files, images and other data over the SWIFT network. FileAct supports both interactive (real-time) and store-and-forward modes. Prior to implementation, Customer shall verify that Bank is capable of supporting the file formats and transaction types that Customer wishes to transmit. If the file format and transaction type is supported by Bank, Customer agrees that the processing of each file shall be additionally subject to all applicable Sections of the Agreement.

IV. TERMS APPLICABLE TO FOREIGN EXCHANGE SERVICES

The following are additional terms and conditions applicable to all Foreign Exchange ("FX") Services offered by Bank representing methods, channels and products that facilitate currency accounts and the execution of foreign exchange transactions, including, but not limited to, spot, forward, swap and option transactions, whether physically settled or non-deliverable (cash settled). Unless otherwise agreed in writing, Bank is under no obligation to quote or enter into any FX transaction. Bank may change the number or type of FX Services offered at any time. When Bank provides FX Services or engages in FX transactions, it is on the basis of the disclosures provided herein.

1. Conflicting Provisions and Separate Disclosures. In the event of any conflict between the terms and provisions of this Agreement and other Bank agreements, terms of service or disclosures that expressly relate to foreign exchange services, platforms, transactions or pricing provided to Customer ("FX Documentation"), such FX Documentation shall govern. FX Documentation may include, without limitation, an ISDA Master Agreement, EFX Documentation (defined in Part A below), the USBNA DF Assessment and Agreement for Swap Transactions, the ISDA August 2012 DF Protocol, the ISDA March 2013 DF Protocol, the ISDA General Disclosure Statement for Transactions, the ISDA Disclosure Annex for Foreign Exchange Transactions, the U.S. Bank National Association Foreign Exchange Disclosures, and any transaction confirmation and/or supplemental documentation to any of the above. This Agreement is not intended to conflict with and will not override any legal or regulatory requirement to which Bank is subject. In the event of a conflict between this Agreement and applicable law, the Bank shall be entitled to take any action it deems necessary in order to comply with such law, and such action shall not constitute a breach of this Agreement.

2. Foreign Exchange Risk. Many banking and finance transactions carry risk. Foreign exchange transactions involve unique risks specific to the settlement of FX transactions and the nature of the currency markets. These types of transactions are not suitable for all Customers. Customer should fully understand the nature and extent of exposure to risk of loss which in some circumstances may significantly exceed the amount of any initial payment made by or to Customer. All decisions to enter into FX transactions should be made by Customer giving appropriate consideration to Customer's experience, objectives, financial resources and business environment. Any statements made by Bank regarding FX transactions or markets should not be construed as recommendations or advice.

3. Arm's Length Transactions. Bank is a dealer and market maker in the foreign exchange market. As such, Bank engages in price quoting, order taking, trade execution and other related activities with counterparties and other dealers and for Bank's own account. Unless otherwise agreed to by Bank in writing, Bank acts as a principal on an arm's length basis, does not act as Customer's agent, broker, fiduciary, financial advisor or in any similar capacity when engaging in FX transactions with Customer, nor will Bank perform the duties associated with these roles.

4. Pricing. Many factors affect FX pricing, including but not limited to, the size and nature of the transaction, credit, capital and funding costs, applicable trading venue or platform and the manner that such trading platform or venue is utilized, settlement risk, operational considerations, regulatory requirements, relationship factors such as the amount and nature of service provided and volumes traded by Customer, the type of trade request, and business costs such as fees related to exchanges, brokers or other intermediaries. Market conditions, such as demand, frequency, timing, and volatility, also affect foreign exchange pricing. These factors may result in Bank offering different prices to different customers for the same or similar FX transactions. Unless otherwise agreed, prices quoted by Bank on all FX transactions (actionable and indicative) are "all in" prices that typically include Bank's bid or offer spread for the requested transaction and an amount to compensate Bank for its services. These components will not be separately disclosed unless required by law. Bank's pricing may not be reflective of prices being offered by other dealers, on interdealer platforms or as published by

financial media. Foreign exchange markets can move quickly depending upon the delivery channel, currency pair, and market conditions. During extreme market conditions, such as disruption or liquidity events, the notional size and price levels Bank offers are unlikely to match levels provided in normal market conditions.

A. ELECTRONIC FOREIGN EXCHANGE SERVICES

1. Introduction. Bank may provide foreign exchange services to Customer in connection with one or more web-based services, via private Internet site or application programming interface (API) owned and operated by Bank ("EFX"). Bank provides such services in accordance with this Agreement, the FX Documentation and any applicable terms of use, disclosures or terms of dealing specific to the relevant platform or service and EFX procedures provided to the Customer ("EFX Documentation"). Customer's use of EFX and all transactions initiated thereby constitute its acknowledgment and agreement with the terms of the EFX documentation. EFX shall be available only during hours as established by Bank, which may vary by day or location. Notwithstanding anything to the contrary herein, Bank makes no assessment and accepts no liability in the event the person authorizing any EFX transaction on behalf of Customer is unauthorized to do so.

2. Access Devices. Once Bank has granted Customer access to any EFX system, the System Administrator(s) designated by Customer will be provided one or more access devices, which may include cards, tokens, identification numbers and/or passwords. Customer shall use all EFX services in accordance with the security procedures set forth in this Agreement.

3. Transactions.

a. General Procedures. Within the applicable EFX platform, Customer may inform Bank that Customer wishes to purchase or sell a stated amount of currency against a second currency on a designated date ("Settlement Date") either unconditionally or at a displayed exchange rate ("Trade Request"). Any transaction that results following the submission of a Trade Request shall be Customer's legally binding obligation. Trade Requests submitted to Bank via an EFX platform shall be effective only upon acceptance by Bank. Bank will establish from time-to-time specific times of day after which Trade Requests will not be processed on a "same-day" or "next-day" basis. Deadlines will differ depending on the Trade Requests currencies and other factors. Trade Requests submitted after Bank's cut-off will be considered received on the next business day. Market movements may occur while systems are processing Customer's transaction resulting in pricing that is less favorable to Customer (slippage).

b. Confirmations. Bank shall provide or make available details regarding terms of any transaction executed on an EFX platform ("Confirmation"). EFX Confirmations created online may be formed electronically, by matching or click-acceptance or other agreed methods. Failure by Bank or Customer to confirm a transaction for any reason, including without limitation computer malfunction, shall not excuse either party's obligations with respect to the related transaction. Bank's internal records with respect to each EFX Transaction shall constitute conclusive evidence of the terms thereof.

c. Settlement Instructions and Payment. Once an EFX transaction exists, Customer agrees to make payment or delivery of currency to Bank on the Settlement Date in accordance with the settlement instructions provided to Customer, plus any applicable fees or charges. Bank expects that all transactions will settle via standing settlement instructions. Customer is solely responsible for the accuracy and completeness of any settlement instructions delivered to Bank through EFX and such settlement instructions are subject to the concurrence of Bank. Any alternative instructions must be accurately completed on the platform prior to Settlement Date, and no less than two business days prior to settlement. Failure to do so may result in delays, use of the previously applicable settlement instructions and/or additional costs. Bank strongly discourages the use of third-party payments to settle foreign exchange transactions. Third-party payments will only be permitted in certain instances in the sole discretion of Bank. Requests for third-party payments will require all

information requested by Bank in connection with anti-money laundering regulations and policies. Should Customer instruct Bank to settle an EFX transaction by debiting an account, Customer agrees to maintain sufficient available funds in the account to settle on the Settlement Date. Should funds be insufficient to settle the trade on the Settlement Date, Bank reserves the right in its sole discretion to debit any of Customer's account with the Bank in the amount due, subject to applicable account fees and charges, or to reject the Trade Request.

d. Cancellation or Change. Once a Trade Request is accepted, any request to cancel or amend is at the sole discretion of Bank. If such request is accommodated, Customer agrees to pay all costs and expenses of executing an offsetting transaction on new terms at the updated exchange rate that is unlikely to match the original rate. Should an EFX transaction be successfully canceled or amended, Customer also agrees to reimburse Bank for any breakage costs and other expenses incurred by Bank to cancel or amend the transaction, including any fees imposed for this extraordinary service.

4. Funds Transfers. Customer authorizes Bank to execute and charge the designated Customer account(s) for wire transfer payment orders delivered to Bank via any EFX service. Customer agrees that all such wire transfer payment orders will be governed by the relevant Sections of this Agreement.

5. Representations and Warranties. With respect to engaging in EFX services and transactions, customer represents and warrants to Bank as of the date of this Agreement and as of the date of each transaction that: (i) Customer is authorized to enter into this Agreement and any EFX transaction, (ii) the persons entering into the Agreement (and each EFX transaction) on Customer's behalf have been duly authorized to do so, (iii) the Agreement (and each EFX transaction) is binding and enforceable against Customer in accordance with its terms, and (iv) unless otherwise expressly agreed, Customer is acting as principal with respect to each EFX transaction.

B. FOREIGN CURRENCY ACCOUNTS

1. Introduction. If requested by Customer and agreed to by Bank, Customer may open a Foreign Currency Account ("FCA") at U.S. Bank National Association ("Standard FCA").

2. Permitted Deposits. Bank may accept the following for deposit into FCA:

- a.** Proceeds of matured foreign exchange purchase contracts;
- b.** Proceeds of foreign currency denominated letters of credit or documentary collection;
- c.** Incoming international funds transfers;
- d.** Proceeds of loan disbursements; or
- e.** Foreign checks and other items subject to collection, which may not be available until funds are received by Bank.

Bank will not accept currency or coin for deposit into FCA. Deposits not specifically enumerated above may be allowed if agreed to by Bank in writing. Only collected and verified funds can be deposited into FCA, whereupon funds will be immediately available for withdrawal or transfer by Customer.

3. Withdrawals. Customer can make withdrawals out of FCA in the following ways:

- a.** Settlement of a foreign exchange transaction;
- b.** Negotiation of foreign currency denominated letters of credit or documentary collection;
- c.** Outgoing international funds transfers initiated by Customer via payment instruction and in accordance with Bank's procedures; or
- d.** Payment of a foreign currency loan.

Each of these methods of making a withdrawal will result in an immediate debit to the FCA for the entire amount Customer has elected to withdraw from such FCA.

4. Interest. Interest rates offered on FCAs are determined in Bank's discretion based on the applicable currency. Such interest rates may be set at zero or a negative interest rate. Interest is calculated based on the average daily balance method. The average daily balance method is an annualized rate that reflects the relationship between the amount of interest each fiscal month and the average daily balance in the account for such fiscal month. Negative interest may be assessed as a fee based on the interest rate set by the applicable monetary authority plus the incremental cost of funding to U.S. Bank. Interest rates and fees related to interest rates may be changed at Bank's discretion without notice to Customer.

5. Denomination. Customer will elect the denomination of each FCA on a separate account opening document. Transfers of funds into and out of FCA in the currency in which that particular FCA is denominated will be made without regard to the equivalent value of that sum of foreign currency in U.S. dollars or other foreign currencies. Transfers of funds into and out of FCA in a currency other than the currency in which that particular FCA is denominated may be accommodated by the Bank in its discretion. Such transfers will be made at an exchange rate determined by Bank.

6. Non-Business Days. In addition to non-Business Days specified in the Agreement, there will occasionally be other days on which Bank cannot process or complete a transaction due to holidays in foreign countries.

7. Other Terms. Bank may refuse a deposit, limit the amount which Customer may deposit, return all or any part of a deposit or require that Customer close FCA at any time. Bank may also close FCA without prior notice and remit to Customer any balance remaining after taking into account all pending debits and charges against such FCA.

8. Foreign Currency Account Risks. Investing or holding a deposit in any currency other than the base currency of the Customer or other than the settlement currency for a particular transaction carries risk. The value of the balances in such accounts may be significantly affected by changes in currency exchange rates. Some other risks of maintaining foreign currency balances include but are not limited to: the effects of a different economic system in a foreign country, future political and economic developments, possible imposition of exchange controls or other government restrictions, and with respect to certain countries, the possibility of expropriation or confiscatory taxation, political or social instability, and diplomatic developments which could adversely affect the value of the currency. Should Bank's balances in a foreign country become blocked or withdrawals by Bank become otherwise restricted, Customer's funds in the FCA will likewise be blocked or restricted. See *also* Terms Applicable to Foreign Exchange.

WHILE DEPOSITS IN FCAS MAY BE INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") UP TO A MAXIMUM AMOUNT ALLOWED BY LAW, CUSTOMER IS NOT PROTECTED BY BANK AGAINST FOREIGN CURRENCY EXCHANGE RATE FLUCTUATIONS OR FROM INABILITY TO ACCESS FUNDS FROM FOREIGN REGULATIONS BY THE FDIC INSURANCE, OR ANY OTHER INSURANCE OR GUARANTY PROGRAM.

9. Limitations on Liability. In addition to other limitations on liability set forth in this Agreement, Customer expressly releases and holds harmless Bank, and its affiliates, agents, and employees, from any liability, loss, damage or claim related to currency exchange rates or fluctuations in value of the currency in which the applicable FCA is denominated with respect to the U.S. dollar and other currencies. Customer hereby assumes all risks related to currency exchange rates and fluctuations in currency values, including that the foreign currency in FCA might be worth less, in U.S. dollars or other foreign currencies, than the U.S. dollar or other foreign currency equivalent of such funds at the time deposited into the FCA. Bank makes no warranty and no representation about the value of any FCA balance at any time.

V. TERMS APPLICABLE TO SPECIFIC MONEY CENTER AND SAFEKEEPING SERVICES

The following are additional terms and conditions applicable to specific Money Center and Safekeeping Services offered by Bank. In the event of a conflict between this Section V and any other provision of this Agreement, Section V shall govern. Bank may change the number or type of Services offered at any time. Customer shall not be bound by the terms and conditions for the specific Services described in this Section V to the extent Customer is not using such Service(s).

Municipal Advisor Rule Disclosure. This disclosure applies to Customer if Customer is classified as a municipality or an "obligated person" under the Municipal Advisor Rule. For purposes of Section 15B of the Securities Exchange Act of 1934 (the "Act") (SEC Rule 15Ba1-1 et seq.) (the "Rule"), Bank: (1) is not recommending and will not recommend an action to Customer; (2) is not providing and will not provide "advice" to Customer as defined in the Rule, and any information or communication from Bank in respect of Customer's accounts with the Money Center or the Safekeeping Departments of Bank or in respect of any securities transaction or potential securities transaction to be executed via such account(s) is not intended to be and should not be construed as "advice" as defined in the Rule; and (3) is not acting as an advisor to Customer and does not owe Customer any fiduciary duty pursuant to Section 15B of the Act or otherwise with respect to any such account(s), information, communication, transaction or potential transaction. Customer should discuss any information or material provided to Customer by Bank in connection with trading, investing or other activity in such account(s) with any and all of Customer's internal or external advisors and experts that Customer deems appropriate before acting on any such information or material.

A. INVESTMENT, DEPOSITORY AND SAFEKEEPING SERVICES

From time to time, Customer may effect securities transactions or establish deposits with Bank's Money Center Department and/or request safekeeping services from Bank's Safekeeping Department. All such transactions shall be subject to the terms and conditions of this Agreement.

1. Definitions.

- a. "Confirmation" means the confirmation statement from Bank as described in this Agreement.
- b. A "Money Center deposit" means an interest-bearing demand deposit account, a money market deposit account ("MMDA"), a time deposit, or other deposit liability of Bank to Customer established under this Agreement and maintained in Customer's Money Center investment account.
- c. "Safekept Securities" means securities that Bank has agreed to accept and hold for the account of Customer under the terms of this Agreement.
- d. The term "securities" means all securities (as Defined in the Securities Exchange Act of 1934) and all investment securities or products from time to time offered by Bank to Customer, other than certificates of deposit issued by Bank and deposits made with Bank.
- e. "Settlement Account" means any settlement account(s) designated by Customer or any replacement account identified by Customer in a written notice delivered to Bank.

2. Securities Transactions: Compensation and Capacity of Bank.

a. In General. In any securities transaction governed by this Section V.A, Bank may be acting as principal, riskless principal, or agent. Bank's capacity in any securities transaction will be indicated on the Confirmation.

- (i) As Principal. When acting as a principal in securities transactions, Bank will either buy securities for its own account or sell for its own account securities owned by Bank, whether such securities are bought before or after receiving Customer's order. Bank's

compensation is reflected in the price at which Bank buys or sells the securities.

- (ii) As Riskless Principal. When acting as a riskless principal in securities transactions, after receiving from Customer an order to buy or sell securities, Bank will buy or sell securities for its own account to offset the sale to or purchase from Customer. Bank's compensation is reflected in the price at which Bank buys and sells the securities.
- (iii) As Agent. When acting as Customer's agent in securities transactions, Bank will buy or sell securities solely for Customer's account. Bank's compensation due from Customer is the amount of any agency service charge indicated on the Confirmation.

b. Service Fees. In addition to compensation received as a principal, riskless principal or agent, Bank may charge Customer service fees in relation to securities transaction as specified in the current fee schedule as provided to Customer, which may be amended from time to time upon notice to Customer.

c. Other Compensation; Bank Securities. Bank may be paid a fee or other compensation by any other party in connection with any securities transaction, and any such fee or compensation will be in addition to fees payable by Customer to Bank under this Agreement. Such additional compensation may include, without limitation, advisory, custodial, distribution and/or shareholder service fees (which may be paid as service fees pursuant to Rule 12b-1 under the Investment Company Act of 1940) that Bank or its affiliates may receive from various mutual funds and/or mutual fund service providers, based upon moneys invested in those mutual funds. Customer acknowledges that those fees or other compensation may be paid to Bank for such services, and that such payments will not reduce or offset any fee or compensation due from Customer to Bank under this Agreement. Further, Customer acknowledges that securities Customer acquires through Bank may directly or indirectly (including through mutual funds) represent an ownership interest in securities issued by Bank or its affiliates or by mutual funds sponsored by Bank or its affiliates.

3. Money Center Deposits.

a. In General. If Customer elects to deposit funds through the Bank's Money Center Department, that Money Center deposit shall be maintained within Customer's Money Center investment account. Bank will provide Customer with a Confirmation upon Customer's placement of funds, and the deposit transaction will be reflected on Customer's Money Center account statement. With the exception of Eurodollar deposits (which are not deemed deposits under rules promulgated by the FDIC and therefore are not insured by the FDIC), Money Center deposits are FDIC insured per depositor, up to applicable FDIC limits. By opening and maintaining a Money Center deposit, Customer agrees to be bound by this Agreement.

b. Access to Funds. In addition to any other restrictions specified elsewhere in this Agreement, Customer shall not be allowed to make withdrawals or transfers from a Money Center deposit at a U.S. Bank branch or ATM or via check. No debit or ATM cards will be issued on a Money Center deposit. Customer shall be permitted to make withdrawals or transfers from a Money Center deposit only by contacting the Money Center Department in the following manner: telephone, facsimile, email, or via an online system provided or approved by Bank.

c. Notice of Withdrawal. Bank reserves the right to require at least seven (7) days written notice prior to withdrawal or transfer of funds from an MMDA, unless otherwise specified on the Confirmation for the Customer's placement of funds. Customer must provide such notice to Bank's Money Center Department by 3:00 PM Central Time via telephone, email, or fax.

4. Pledges; Segregation.

a. Pledges. Upon request of Customer, Bank can provide a form of control agreement suitable for transactions where Customer wishes to grant to third parties a lien, pledge or other rights over its property held by or at the Money Center or Safekeeping Departments at Bank. Customer agrees

that all costs of Bank, including reasonable fees and expenses of outside counsel if deemed necessary by Bank, will be at Customer's expense if such a control agreement is requested, whether or not a final agreement is entered into.

b. Segregated Assets. Where Customer wishes to effect transactions hereunder on behalf of its customers using the property of such customers, Customer will first notify Bank in writing of its intention to do so before effecting any such transactions. Customer acknowledges that Bank may require one or more additional agreements in order to accept such transactions. Once acceptance of such transactions has been approved by Bank, Customer agrees to include in its instructions to Bank an agreed identifier or designation as to the applicable securities, deposits, and transactions.

5. Securities Transaction Requests.

a. Effecting Transactions. Each securities transaction will be effected pursuant to Customer's instructions made verbally, by fax or sent electronically via email or a trading system provided or approved by Bank. Emailed instructions must be directed to Bank's email address as designated from time to time by Bank, and fax instructions must be directed to Bank's fax number as designated from time to time by Bank. Securities transaction requests may be acted upon by Bank without acknowledgment by Bank that it has received such request.

b. Cut-Off Times. Bank establishes cut-off times for receipt of securities transaction requests depending on the type of security and the market in which it is traded. In addition, market holidays, procedural or operational matters, and actions taken by market operators may affect Bank's ability to process securities transaction requests. Customer instructions for same day settlement received before the applicable cut-off time will be submitted for processing that Business Day. Customer instructions for same day settlement received after the applicable cut-off time may be processed by Bank on a 'best efforts' basis that Business Day and otherwise will be submitted for processing the next Business Day.

c. Bank's Rights. Bank may reject, refuse to honor, or reverse all or any portion of any transaction request, with or without prior notice to Customer. If Customer fails to pay in full for any security purchased or fails to deliver security sold, in each case on or before the related settlement date, Bank is authorized in its discretion and without notice or demand to take any one or more of the following actions: cancel the transaction; sell the securities covered thereby; buy-in cover securities or other property required to make delivery; charge the Settlement Account for amounts due; hold Customer liable for any loss, cost or expense including but not limited to, breakage or pair-off fees and the capital charge and interest cost to carry any securities purchased; and/or impose fees.

6. Safekept Securities. Bank, acting through its Safekeeping Department, agrees to hold and keep as custodian hereunder all Safekept Securities, and to deliver such Safekept Securities in accordance with the instructions of Customer, all subject to the terms and conditions of this Agreement.

a. Acceptance and Withdrawal. Securities eligible to be Safekept Securities may be delivered to Bank, and any Safekept Securities may be withdrawn from Bank, in each case upon an instruction of Customer delivered in accordance with this Agreement. Withdrawal or delivery of Safekept Securities is subject to availability (e.g., among other reasons, securities involved in a corporate action or in frozen status, restricted securities or pledged securities may not be available for withdrawal or delivery). Bank shall not be liable or responsible for or on account of any act or omission of any broker or other agent designated by Customer or, in the absence of such designation, selected by Bank to receive or deliver securities for the account of Customer.

b. Registration; Depositories. Bank shall register Safekept Securities in nominee name and may from time to time change the registration of Safekept Securities from nominee name to Customer's name, or vice versa. Customer agrees that it will timely complete any necessary documentation provided by Bank to change the registration of Safekept Securities. Safekept Securities held in nominee name may be deposited

with The Depository Trust Company or other third-party depository acceptable to Bank. Securities that are depository eligible will be held at the depository in the depository's nominee name.

c. Securityholder Information. Unless otherwise required by law or pursuant to instructions from Customer, in no event shall Bank be responsible to take any action concerning any puts, calls, conversions, exchanges, reorganizations, offers, tenders or other corporate actions or similar matters relating to Safekept Securities, other than (i) to forward to Customer in accordance with this Agreement the written information received by Bank relating to any such transaction, and (ii) follow Customer's lawful instructions with respect to such actions. Customer may directly vote any proxy or other corporate action, or if it instructs Bank to vote on its behalf, agrees that any instructions to Bank with respect to any such actions shall be delivered to Bank within sufficient time for Bank to act thereon if any action is required. Safekept Securities called for redemption prior to maturity will be presented by Bank for payment provided the trustee or other appropriate entity gives Bank adequate notice of redemption. Should any Safekept Security be called for partial redemption by the issuer of such security, Bank is authorized to accept the allocation applied by any central depository. In the event Bank has to allocate any redemption among its accounts, Bank shall allot the redemption proceeds in accordance with its standard procedures therefor, effected in such manner as it deems appropriate in its sole discretion.

d. Collection of Income and Principal. Bank shall collect and receive the interest, principal, and other income payable in connection with the Safekept Securities and shall pay to Customer or credit to the Settlement Account all such amounts. Bank shall not be obligated (i) to pay to Customer or credit to the Settlement Account any payment of interest, principal or other income until Bank receives such payment in immediately available funds or (ii) to institute or participate in any collection proceedings or other proceedings to enforce Customer's rights relative to any Safekept Securities or to pursue any remedies on behalf of Customer. Bank is hereby authorized to sign on behalf of Customer any declarations, affidavits, certificates of ownership or other documents relating to securities held by Bank in nominee name that may at any time be required with respect to all coupons, registered interest, dividends, or other income. If any of Customer's deposits or securities the subject of this Agreement, including Safekept Securities, are subject to a variable or fixed rate of interest and such deposits or securities bear an interest rate less than zero, Customer agrees to pay Bank all amounts of the negative interest or fees that Bank imposes as compensation for the less-than-zero interest rate (which may also be debited from the Settlement Account by Bank), and Customer agrees that the principal amount of such Safekept Securities may be reduced to the extent necessary to cover the amount of the negative interest or fees if available funds are not otherwise provided by Customer.

e. Return of Payments. Customer will repay Bank, or Bank may charge the Settlement Account, in the event that for any reason (i) Bank is required to return to the issuer or to a third party any payments in respect of Safekept Securities, (ii) Bank fails to receive from the issuer or appropriate other party a payment Bank paid to Customer in respect of Safekept Securities, or (iii) Bank must return to the issuer or appropriate other party a payment Bank paid to Customer in respect of Safekept Securities. Customer further agrees that the principal amount of any Safekept Securities may be reduced, and any remittances due from Bank to Customer (whether or not under this Agreement), and any other accounts of Customer with Bank, may be offset to the extent necessary to cover the amount of such returned payments to the extent that immediately available funds are not otherwise provided by Customer to Bank.

7. Confirmation Statements. Promptly after effecting any transaction pursuant to this Section V.A, Bank will deliver to Customer a Confirmation which shall identify at least (i) Bank and Customer, (ii) the trade and settlement dates of the transaction, (iii) the issuer and par amount of the related securities (for securities transactions) and the principal amount of any deposit (for deposit transactions), (iv) the interest rate if applicable and/or any discount rate applicable to any securities transactions or

deposit transactions, (v) the maturity date of the transaction, if applicable, (vi) the capacity of Bank as principal, riskless principal or agent (if the transaction is a securities transaction) and, if applicable, whether the securities will be Safekept Securities, (vii) any terms and information required by applicable law, and (viii) any other terms and information which Bank may include at its discretion. The information contained on the Confirmation shall be considered true and correct and conclusively binding upon Customer unless Customer notifies Bank of any error therein within three (3) business days after the date the Confirmation is deemed delivered to Customer in accordance with this Agreement. Customer may, by notice from an Authorized User in accordance with this Agreement, elect to receive Confirmations by mail, fax, email, or other electronic means including posting to a password-protected website), subject to the terms of this Agreement.

8. Settlement Account. Unless Bank is otherwise instructed in writing, Customer unconditionally authorizes, empowers, and directs Bank (and authorizes and directs Bank to communicate with any financial institution maintaining the Settlement Account as necessary) to: (i) debit the Settlement Account on the settlement date indicated on the Confirmation for the full amount of each transaction effected under this Section V.A (including all fees and charges payable hereunder), notwithstanding that such debit may cause the Settlement Account to be overdrawn; and (ii) credit the Settlement Account with interest payments, principal payments, maturity payments or other payments received in respect of transactions effected under this Agreement. Customer hereby represents and warrants that instruction from any Authorized User is sufficient to authorize Bank to debit or credit the Settlement Account. If the Settlement Account is not held by Bank, Customer confirms to Bank that it has authorized the financial institution maintaining the Settlement Account to accept debit and credit entries to the Settlement Account and that no such authorization will be cancelled except with prior notice to Bank and in sufficient time and in such manner as to allow the financial institution maintaining the Settlement Account and Bank a reasonable opportunity to act on such termination without disruption of any transactions or services under this Agreement. Customer acknowledges that ACH payments to a Settlement Account not held by Bank are subject to ACH processing timelines, which may involve a delay in available funds.

9. Delivery. Through the instructions of an Authorized User, Customer shall specify the account to which any securities purchased hereunder are to be delivered. If such account is maintained by the Safekeeping Department of Bank, the securities will be held in accordance with this Agreement. If such account is maintained by an institution other than Bank, Bank's responsibility for ensuring delivery shall be limited to accurately conveying the instructions for the appropriate delivery account to the depository, agent, or issuer of the securities, as applicable for the particular type of securities. Bank will issue no certificate, passbook, or any other evidence of any deposit except for the Confirmation.

10. Interest. All securities, Money Center deposits, and certificates of deposit purchased by Customer or held by Customer under this Agreement shall earn interest on the principal balance from the date of deposit or settlement date, as applicable, computed at the rate and in the manner established by Bank from time to time for the given product. Any interest due will be credited monthly unless otherwise agreed to by Customer and Bank. No interest shall accrue on the date of withdrawal. Bank reserves the right to change the applicable interest rate on variable rate products (including those products whose underlying interest rate is not managed by Bank) at any time. Such interest rate may be set at zero or an interest rate less than zero. If the interest rate, or the index or other referenced rate upon which the interest rate is based, is at any time less than zero percent, Customer agrees to pay Bank all amounts of the negative interest or fees that Bank imposes as compensation for the less-than-zero interest rate. Bank will not provide notice of rate changes, but Customer may call the Money Center Department to obtain current rate information. Bank shall notify Customer of the applicable interest rate and maturity term for the product opened under this Agreement at the time that the request for such product is made.

11. Fixed Investment Periods. Customer acknowledges that certain products held by Bank under this Agreement have fixed investment periods and agrees that such products will be held by Customer until their maturity dates or through their commitment dates. Customer agrees that if it withdraws part or all of such product before such date, Bank shall be entitled to impose a penalty (including by debiting the Settlement Account for such amounts) in accordance with the terms of such product or the fee schedule provided to Customer, as applicable, and that the principal amount of such product may be reduced to the extent necessary to cover such penalty if available funds are not otherwise provided by Customer.

12. Repurchase Transactions. Customer shall not effect any securities transactions under this Agreement in the expectation of entering into a repurchase transaction with Bank as counterparty unless Customer shall first have executed and delivered to Bank a written master repurchase agreement, in form and substance satisfactory to Bank, governing such transactions. In any such transaction, where Bank is to hold securities as collateral or as the subject of a transaction, such securities will be held by the Safekeeping Department of Bank subject to the terms of this Agreement, unless Customer is otherwise notified. To the extent of any inconsistency between the terms of any such agreement and the terms of this Agreement, the terms of such other agreement shall control.

13. Fees and Expenses. Customer shall pay to Bank such fees in respect of the services provided under this Agreement, as disclosed to Customer on the current fee schedule (which fee schedule may be amended from time to time by Bank). If the fee schedule is amended, the amended fees will apply to any Safekept Securities being held at that time, and to any securities transactions effected on the day such amendment becomes effective. Customer agrees and acknowledges that Bank may debit the Settlement Account for any fees and other amounts owing by Customer to Bank under this Agreement, or exercise an offset for such amounts against any funds of Customer on deposit with Bank, or against any interest, principal or other income received or to be received by Bank on behalf of Customer, whether or not in respect of Safekept Securities. In addition, Customer agrees to reimburse Bank for its commercially reasonable out-of-pocket expenses for providing the services hereunder, including, but not limited to the reasonable fees and expenses of outside counsel if retained by Bank in its discretion in connection with this Section V. If Customer fails to pay Bank any sums due under this Section V within thirty (30) days after the same are due (whether or not a late notice is sent to Customer by Bank), Bank may terminate this Agreement and return any Safekept Securities to Customer at Customer's expense, and to avail itself of any other remedy it may have in law or in equity.

14. Service Termination; Account Closure. Subject to Section V.A.11 ("Fixed Investment Periods"), Customer may terminate the Service(s) described in this Section V or close its Money Center investment account at any time upon prior notice to Bank. Bank may terminate the Service(s) described in this Section V or close Customer's Money Center investment account at any time without prior notice to Customer. If any Service described in this Section V is terminated or Customer's Money Center investment account is closed for any reason, Customer will continue to be responsible for any obligation incurred by Customer prior to termination or closure and for the fees and costs, if any, payable under this Agreement with respect to delivery of Customer's securities (including Safekept Securities) or funds held by Bank to Customer or to another financial institution.

15. Notices. Except for oral instructions to Bank from Authorized Users or from Bank to Authorized Users, all notices, disclosures, and communications (including Confirmations) under this Section V shall be in writing and delivered by mail, fax, email, or other electronic means as provided for in this Agreement. Notices, disclosures and communications (including Confirmations) shall be deemed delivered upon transmission of the same by mail, fax, email or other electronic means as provided for in this Agreement, or on the third (3rd) Business Day after deposit of the same in the United States mail, postage prepaid, and addressed to the mailing address provided by Customer. All written confirmations, notices, instructions, or other communications from Customer to Bank shall be

sent to following address (which may be amended from time to time by Bank upon notice to Customer):

For securities transactions:
U.S. Bank National Association
Money Center Department
800 Nicollet Mall, BC-MN-H18T
Minneapolis, MN 55402
Fax: (866) 904-7067
Email: Money.Center.Sales@usbank.com

For safekeeping services:
U.S. Bank National Association
Safekeeping Department
800 Nicollet Mall, BC-MN-H18R
Minneapolis, MN 55402
Fax: (612) 303-0202
Email: Safekeeping@usbank.com

16. Terms and Conditions of Electronic Delivery. All notices, disclosures and communications (including Confirmations and other account information) from Bank may be delivered to Customer by electronic means (including, without limitation posting to a password-protected website) to the extent Customer elects to receive such information through electronic means, subject to the Terms and Conditions of Electronic Delivery set forth in Section V.B below. Customer agrees that sending information in this manner will constitute good and effective delivery of the information to Customer, regardless of whether Customer actually accesses the website or other electronic medium containing the information.

17. No Investment or Tax Advice. Customer acknowledges that Bank's role is ministerial in nature and that Bank will not provide supervision, recommendations, or advice to Customer in connection with the investment, purchase, sale, retention, or other disposition of any securities or Money Center deposits, or the advisability or suitability of any product or transaction. Customer is responsible for evaluating the risks associated with such decisions. Customer acknowledges Bank is not an investment adviser, has no investment discretion, and will merely carry out instructions as directed by Customer. Bank's ability to determine interest rates on securities or Money Center deposits shall not be deemed to be discretion or advice. Customer further acknowledges that Bank will not provide advice to Customer regarding the tax implications associated with the investment, purchase, sale, retention, or other disposition of any securities or Money Center deposits.

18. ERISA. If assets of an employee benefit plan subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), are intended to be deposited, invested or used by Customer in a transaction under this Section V.A, Customer shall notify Bank prior to effecting such deposit, investment or transaction and will provide Bank with such additional information as Bank may reasonably request. Customer represents and warrants to Bank that any deposit, investment, or transaction pursuant to this Section V.A shall not result in a "prohibited transaction" under ERISA or shall otherwise be exempt under ERISA, and Customer further agrees to indemnify and hold Bank harmless from any loss or claim arising therefrom.

19. No Representation or Warranty. Customer acknowledges and agrees that Bank makes no representation or warranty, express or implied, with respect to the validity, enforceability, collectability, or investment quality of any securities bought or sold hereunder, or any deposits made or terminated hereunder.

20. Records; Account Statements; Taxes. Bank will maintain records of Customer's account and provide customer with a Confirmation for transactions in accordance with this Section V.A and periodic account statements. Bank will also send to Customer such notices and reports as are required by law. Customer acknowledges and agrees that it is Customer's obligation to prepare and file all required tax returns and to pay all taxes due on any income that Bank collects for Customer.

21. Set Off. Bank has the right to apply funds in Customer's Money Center investment account or Settlement Account to any debt Customer owes Bank. A debt includes any fees, overdrafts, debts that now exist and debts that Customer may incur in the future, or Customer's obligations under a guaranty. When Bank sets off a debt Customer owes Bank, Bank reduces the funds in the Money Center investment account or Settlement Account by the amount of the debt. If there are not sufficient funds in Customer's Money Center account or Settlement Account to satisfy any obligations of Customer to Bank, Bank has right to sell any or all securities in those accounts to satisfy such obligations. Bank is not required to give Customer any notice before selling Customer's securities or otherwise exercising its right of setoff. Customer agrees to hold Bank harmless from any claim arising as the result of Bank's enforcement of its right of setoff against Customer's Money Center investment account or Settlement Account. This right of setoff is in addition to any security interest that Bank might have in Customer's Money Center investment account or Settlement Account.

22. Legal Process. Legal process includes any levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture or seizure, or any other legal process relating to Customer's Money Center investment account or Settlement Account. Bank may accept and act on any legal process Bank believes to be valid, whether the process is served in person, by mail, by electronic notification, or at a banking location. If Bank incurs any fees or expenses (including attorneys' fees and expenses) due to responding to legal process related to Customer's Money Center investment account or Settlement Account, Bank may, in its sole discretion, charge these costs to any other deposit account Customer maintains with Bank. All legal process is subject to Bank's rights of setoff and security interest in Customer's Money Center investment account and/or Settlement Account.

B. TERMS AND CONDITIONS OF ELECTRONIC DELIVERY

The following sets forth the terms and conditions of use of Bank's electronic delivery and notification service (the "Electronic Delivery Service") in connection with account(s) with Bank's Money Center Department or Safekeeping Department.

The Electronic Delivery Service described in this Section V.B shall constitute an Internet Service as defined in Section I of this Agreement and shall be subject to the terms set forth therein, as well as any other agreements between Customer and Bank and any applicable laws or regulations. If there is a conflict between the terms and conditions set forth in this Section V.B and the terms and conditions of any other section of this Agreement or any other agreement between Customer and Bank as they relate to the Electronic Delivery Service, the terms and conditions set forth herein will control.

1. Electronic Delivery of Account Communications. Customer may elect to receive Account Communications (defined below) related to Customer's account(s) electronically. All Account Communications will be delivered electronically by posting to Bank's password-protected website designated for Customer's account(s) or, at Bank's election, delivered via electronic mail to the email address provided by Customer to Bank. "Account Communications" include, without limitation, all current and future account statements, Confirmations, security notices, maturity notices, prospectuses, offering and disclosure documents, shareholder communications (such as quarterly, semi-annual, and annual reports, proxy statements, etc.), regulatory communications and other information, documents, data, notices and records regarding Customer's account(s) with Bank. Bank may, from time to time, designate additional Account Communications that are then eligible for electronic delivery through the Electronic Delivery Service, the delivery of which will then be subject to these terms and conditions. From time to time, Bank may add to, modify, or delete any feature of the Electronic Delivery Service or Account Communications eligible for delivery through the Electronic Delivery Service at its sole discretion. Customer acknowledges and agrees that by being enrolled in the Electronic Delivery Service, Customer

will no longer receive Account Communications by mail that is otherwise available for delivery as part of the Electronic Delivery Service.

2. Accessing Account Communications. Bank will notify Customer via email when Account Communications are posted. Bank may also provide, in its sole and absolute discretion, Account Communications directly via email. Customer may access all Account Communications for at least thirty (30) days from the date of initial posting. Customer acknowledges and agrees that all Account Communications will be deemed to constitute good and effective delivery to Customer upon posting, regardless of whether Customer actually or timely receives or accesses the Account Information, or if Account Communications are delivered directly to Customer via email, when so delivered.

3. Changes in Delivery Method. Customer must notify Bank if it wishes to discontinue use of the Electronic Delivery Service. Following Bank's receipt of such notice and after Bank has a reasonable opportunity to act on such notice, Customer will thereafter begin to receive Account Communications via U.S. mail beginning with Customer's next statement cycle and/or mailed Confirmation.

4. Reporting Unauthorized Transactions or Erroneous Statements. Customer agrees to promptly and carefully review all Account Communications as and when delivered and notify Bank in accordance with this Agreement if Customer objects to any of the information provided.

5. Third-Party Services. Customer acknowledges and agrees that Customer's access to the Electronic Delivery Service and Customer's receipt of email notifications when Account Communications are posted may be delayed or prevented by factors affecting Customer's or Bank's Internet or telephone service provider(s) or other similar entities ("Third-Party Service Providers"). Bank makes no representations or warranties whatsoever with regard to the products and services offered by such Third-Party Service Providers and shall not be liable for any loss caused, in whole or in part, by a Third-Party Service Provider.

6. International Use. Bank makes no representations or warranties that any content or use of the Electronic Delivery Service is appropriate, legal, or available in locations outside the United States. Customer acknowledges and agrees that accessing the Electronic Delivery Services from territories where its contents or use is illegal and is prohibited by Bank. If Customer accesses the Electronic Delivery Service from locations outside the United States, Customer does so at its own risk. Customer is responsible for compliance with local laws.

7. Proprietary Rights; Materials; Trademarks. All content included or available through the Electronic Delivery Service (other than Customer's account information), such as advertisements, tests, graphics, logos, button icons, images, audio clips and software, is the property of Bank and/or third parties and is protected by copyrights, trademarks, or other intellectual property rights. The compilation (meaning the collection, arrangement, and assembly) of all content on the Electronic Delivery Service is the exclusive property of Bank and/or its licensors and is protected by copyrights or other intellectual property rights. The trademarks, logos and service marks displayed on the Electronic Delivery Service (collectively, "Trademarks") are the registered and unregistered Trademarks of Bank or third parties. Under no circumstances may Customer use, copy, alter, modify, or change these Trademarks. Nothing contained on the Electronic Delivery Service should be construed as granting by implication or otherwise any license or right to use any Trademark without the express written permission of Bank or the third party that has rights to such Trademark, as the case may be.

Appendix D

State of West Virginia Purchasing Centralized Request for Quote Form



Department of Administration
Purchasing Division

2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Financial

Proc Folder: 1927825			Reason for Modification:
Doc Description: Electronic Payment Card Services and Direct Deposit services			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-03-16	2026-04-08 13:30	CRFQ 0323 WWV2600000003	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name : U.S. Bank National Association

Address : 200 South 6th Street, EP-MN-L26M

Street :

City : Minneapolis

State : Minnesota

Country : USA

Zip : 55402

Principal Contact : Tyler Vickery

Vendor Contact Phone: 904-470-1990

Extension: N/A

FOR INFORMATION CONTACT THE BUYER

Brandon L Barr
304-558-2652
brandon.l.barr@wv.gov

**Vendor
Signature X**

E-SIGNED by Ben Osmond
on 2026-04-08 16:38:27 GMT

FEIN# 31-0841368

DATE April 08, 2026

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

The West Virginia Purchasing Division for the Agency, The WorkForce West Virginia is soliciting bids from qualified vendors to establish a contract for Electronic Payment Card Services and Direct Deposit services per the Specifications, Terms & Conditions and bid requirements as attached herein.

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON US	WV	WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD E BLDG 3, 8TH FLOOR CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Electronic Payment and Direct Deposit Services	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84120000			

Extended Description:

Electronic Payment Card (EPC) and direct deposit services for the delivery of unemployment benefits per the specifications attached

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by April 1st, 2026 at 10am ET	2026-04-01

	Document Phase	Document Description	Page
WWW2600000003	Final	Electronic Payment Card Services and Direct Deposit services	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Appendix E

Acknowledgement of Addendum



Department of Administration
Purchasing Division

2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Financial

Proc Folder: 1927825		Reason for Modification:	
Doc Description: Electronic Payment Card Services and Direct Deposit services		Addendum No. 1 - Please see attached	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-04-02	2026-04-15 13:30	CRFQ 0323 WWV2600000003	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name : U.S. Bank National Association

Address : 200 South 6th Street, EP-MN-L26M

Street :

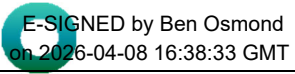
City : Minneapolis

State : Minnesota **Country :** USA **Zip :** 55402

Principal Contact : Tyler Vickery

Vendor Contact Phone: 904-470-1990 **Extension:** N/A

FOR INFORMATION CONTACT THE BUYER
Brandon L Barr
304-558-2652
brandon.l.barr@wv.gov

Vendor Signature X  **FEIN#** 31-0841368 **DATE** April 08, 2026

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

The West Virginia Purchasing Division for the Agency, The WorkForce West Virginia is soliciting bids from qualified vendors to establish a contract for Electronic Payment Card Services and Direct Deposit services per the Specifications, Terms & Conditions and bid requirements as attached herein.

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV US		WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD E BLDG 3, 8TH FLOOR CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Electronic Payment and Direct Deposit Services	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
84120000			

Extended Description:

Electronic Payment Card (EPC) and direct deposit services for the delivery of unemployment benefits per the specifications attached

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by April 1st, 2026 at 10am ET	2026-04-01

SOLICITATION NUMBER: CRFQ WWV26*03

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum No. 1 published to:

1. Extend the bid opening date to April 15th, 2026 at 1:30pm ET
2. Provide answers to technical questions
3. Revised sections 4.1.1.76, 4.1.1.77, and 4.1.1.78 of the specifications. Please see attachment
4. Provide revised pricing page

---NO OTHER CHANGES---

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

Addendum #1
**CRFQ WWV2600000003 – Electronic Payment Card Services and Direct
Deposit Services**

Q1. Section 3.3. Vendor must be a state or national bank or state and federal savings and loan association that is approved as a designated state depository, or eligible to be a designated state depository, as provided by WV Code §12-1-2 and 12-1-3. Can this requirement be removed from this solicitation, or modified to say "Vendor must be a state or national bank or state and federal savings and loan association that is approved as a designated state depository, or eligible to be a designated state depository, or managed by or on behalf of a federally insured financial institution that provides a recipient with immediate access to cash?"

A1. No, this is WV State Code.

Q2. Can the State provide any historical data regarding annual volume, ATM withdrawals, POS transactions, number of recipients, etc.?

A2. During calendar year 2025 an average of 2,357 individuals per month received benefit payments via debit card and an average of 7,250 individuals per month received payment via direct deposit. During 2025 \$41,699,817 was paid to debit cards and \$119,119,225 was paid via direct deposit. WorkForce West Virginia does not track or monitor debit card usage.

Q3. Can the State clarify when answers will be posted, given the submission deadline being only a week after the questions are due? Would the State consider a week extension so we have ample time to respond after answers are published?

A3. We are willing to extend the bid opening a week.

Q4. Sections 4.1.1.76–4.1.1.78 require “in-network ATMs” in 65% of WV’s 55 counties within 45 days and all 55 counties within 90 days. Since availability of ATM terminals in certain rural counties have decreased and the population in these areas has also declined, it is not fiscally and physically feasible to commit to full coverage for the term of the contract. Would the State consider rephrasing 4.1.1.76–4.1.1.78 to read “surcharge-free cash access location(s)” (e.g., surcharge-free ATM or surcharge free teller cash withdrawal locations) in all 55 counties? If so, the adjustment would apply to Exhibit A Pricing Page line 6 (“Number of counties with at least one ATM”), line 10 (“Contracted ATM In-Network with Fee”) and line 14 (“Counties without an In-Network ATM”) as well.

A4. WorkForce West Virginia has modified sections 4.1.1.76, 4.1.1.77, and 4.1.1.78 of the specifications and the Type of Service description on lines 6, 10, and 14 of Exhibit A, pricing page.

REQUEST FOR QUOTATION
Electronic Payment Card (EPC) and Direct Deposit Services

- 4.1.1.75** Vendor must supply the Agency with Monthly Summary Reports, including Year to Date totals, on activity of services provided. The summary reports must include at a minimum: Transaction Detail (Total, Type, Network Affiliation, etc.); Summary of all Fees Charged to Cardholders by Type; Cards Issued and Reissued; Card Activations; Card De-activations; Direct Deposit Transactions; Replacement Card Activity (Total, Type, Mailed or Expedited, etc.); Number of Cardholders having an Insufficient Fund Charge (Reason); Customer Service Inquiries (Number, Type, Resolved Code); any other information related to the services provided.
- 4.1.1.76** Vendor must establish ~~functional in-network~~ ATMs **surcharge-free cash access location(s) (e.g., surcharge-free ATM or surcharge-free teller cash withdrawal locations)** in at least 65% of the 55 counties in West Virginia within forty-five (45) calendar days of contract award.
- 4.1.1.77** Vendor must obtain ~~in-network~~ ATMs **surcharge-free cash access location(s) (e.g., surcharge-free ATM or surcharge-free teller cash withdrawal locations)** in all 55 counties in West Virginia within ninety (90) calendar days of contract award.
- 4.1.1.78** Vendor must pay the Agency liquidated damages in the amount of \$1,000.00 per month for each county in which a ~~in-network~~ ATM **surcharge-free cash access location(s) (e.g., surcharge-free ATM or surcharge-free teller cash withdrawal locations)** is not available after the ninety (90) calendar days of contract award.
- 4.1.1.79** Vendor must respond to all Agency requests for information within two (2) business days of the request being made to the vendor.
- 4.1.1.80** Vendor must implement Electronic Payment Card and Direct Deposit services and go-live within four (4) months after the contract is awarded.

RFQ WWV- (Electronic Payment Card and Direct Deposit Services) Cost Sheet

Rev.4/26

Line No.	Type of Service	Monthly Estimated Quantities*	Claimant's Unit Fee	Claimant's Total Cost
1	Direct Deposit		NA	
2	Set Up Fee - Initial Card	1,000	No Cost	
3	Monthly Account Services for Active Accounts	4,000	No Cost	
4	Transactions	22,500	NA	
5	Total Withdrawals	3,000	NA	
Surcharge-free Cash Access Locations				
6	Number of Counties with at least one location			
7	Divided by Total Counties in West Virginia	55		
8	Percent	0.00%		
9	% in 8 multiplied by Withdrawals (line 5)	0	No Cost	
Contracted ATM In-Network with Fee				
10	Number of Counties with at least one location			
11	Divided by Total Counties in West Virginia	55		
12	Percent	0.00%		
13	% in 12 multiplied by Withdrawals (line 5)	0		\$0.00
ATM Out-of-Network				
14	Number of Counties without an In-Network location			
15	Divided by Total Counties in West Virginia	55		
16	Percent	0.00%		
17	% in 16 multiplied by ATM Withdrawals (line 5)	0		\$0.00
18	Potential Additional Charge by Bank where Out-of-Network ATM is located (Use Same Quantity from 17)	0	\$3.00	\$0.00
<p>**Bidding vendor cannot predict the cost per transaction being charged by a bank that is not one of the vendor's banks. For Line 18, the important factor is the number of transactions. Therefore, the of \$3.00 is being used for the purpose of calculating and allowing equal comparison of costs.</p>				
19	ATM Transactions outside of the US	25	\$0.00	\$0.00
20	Point of Sale as Credit	25,000	\$0.00	\$0.00
21	Point of Sale as PIN Debit	25,000	\$0.00	\$0.00
22	Teller assisted Withdraw at debit card in-network bank	1,000	No Cost	
23	Total Transaction Cost (13+17+18+19+20+21)			\$0.00

No.	Type of Service	Monthly Estimated Quantities	Claimant's Unit Fee	Claimant's Total Cost
-----	-----------------	------------------------------	---------------------	-----------------------

	ATM Balance Inquiries	25,000	NA	
24	ATM Balance Inquiries for In-Network 25,000 multiplied by % from 8 plus 12	0	No Cost	
25	Chargeable ATM Balance Inquiries for In-Network (10% multiplied by 25) equals monthly estimated total	0	\$0.00	\$0.00
26	ATM Balance Inquiries for Out-of-Network (25,000 multiplied by % in 16) equals monthly estimated total	0	\$0.00	\$0.00
27	Total Cost (25+26)			\$0.00

	Other Fees			
28	Account Overdraft	2,500	\$0.00	\$0.00
	Insufficient Funds			
29	Minimum of two (2) denials for Insufficient Funds per month	2,000	No Cost	
30	Additional denials for Insufficient Funds	1,000	\$0.00	\$0.00
31	Free On-Line Statements	4,000	No Cost	
32	Account Statements Mailed to Claimants	1,000	\$0.00	\$0.00
33	Total Other Fees (28+30+32)			\$0.00

	Card Issuance Services			
34	One Card replacement per year (includes postage)	250	No Cost	
35	Additional Card Replacements	50	\$0.00	\$0.00
36	Overnight delivery requested by cardholder	25	\$0.00	\$0.00
37	Expired card replacement	500	No Cost	
38	Card Deactivation	100	No Cost	
39	Card Reactivation	75	No Cost	
40	Total Card Services Cost			\$0.00

	Cardholder Inquiry	36,000		
41	Free telephone automated inquiries through toll-free line	6,000	No Cost	
42	Free Web inquiries	16,000	No Cost	
43	2 Free Live Customer Service Inquiries per Month	8,000	No Cost	
44	Additional Live Customer Service Inquiries per Month	6,000	\$0.00	\$0.00
45	Total Inquiry Cost			\$0.00

	Miscellaneous			
46	Account Inactivity with a balance after 12 Months	20	\$0.00	\$0.00
47	Change in PIN	100	\$0.00	\$0.00
48	Account Research	20	\$0.00	\$0.00
49	Conversion of Foreign currency	40	\$0.00	\$0.00
50	Total Miscellaneous Cost			\$0.00

Line No.	Type of Service	Monthly Estimated Quantities	Claimant's Unit Fee	Claimant's Total Cost
	ACH Origination and Routing			
51	ACH Monthly Maintenance	2	No cost	
52	ACH Credit Originated	20,000	No cost	
53	ACH Debit Originated	55	No cost	
54	ACH Transmission	27	No cost	
55	ACH Return	10	No cost	
56	ACH Notification of Change	10	No cost	
57	Total ACH Cost			
59	Grand Total			\$0.00

APPENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ WVV26*03

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | | | | | | | |
|---|---|---|---|----------------|---|---|-----------------|
|] | [| X |] | Addendum No. 1 |] | [| Addendum No. 6 |
|] | [|] |] | Addendum No. 2 |] | [| Addendum No. 7 |
|] | [|] |] | Addendum No. 3 |] | [| Addendum No. 8 |
|] | [|] |] | Addendum No. 4 |] | [| Addendum No. 9 |
|] | [|] |] | Addendum No. 5 |] | [| Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

U.S. Bank

Company

E-SIGNED by Ben Osmond
on 2026-04-08 16:38:36 GMT

Authorized Signature

April 08, 2026

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

Appendix F

Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. 901 Marquette Ave., Suite 1800 Minneapolis, MN 55402	CONTACT NAME: Dawn Heinemann and Melody Kronbach PHONE (A/C No. Ext): 612-333-3323 E-MAIL ADDRESS: dawn.heinemann@bbrown.com	FAX (A/C, No): 612-373-7270
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Old Republic Insurance Company	24147
INSURED U.S. Bancorp and its Subsidiaries 200 South 6th Street Minneapolis, MN 55402 USA	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 454226

REVISION NUMBER:

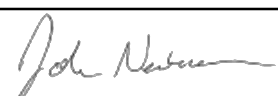
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY31397925	08-01-2025	08-01-2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB31397725	08-01-2025	08-01-2026	COMBINED SINGLE LIMIT (Ea accident) \$ 250,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC31397625	08-01-2025	08-01-2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance.

CERTIFICATE HOLDER**CANCELLATION**

CON Workforce West Virginia 1900 Kanawha Blvd E, Suite 300 Charleston, WV 25305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: _____	
	PHONE (A/C. No. Ext): 8662837122	FAX (A/C. No.): 8003630105
E-MAIL ADDRESS: _____		
INSURED U.S. Bancorp EP-MN-L201 200 S. 6th Street Minneapolis MN 55402 USA		INSURER(S) AFFORDING COVERAGE
		NAIC #
		INSURER A: ACE American Insurance Company 22667
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 570118698975 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N	<input type="checkbox"/> N / <input type="checkbox"/> A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Cyber Liability			EONG25602894010 Claims Made - Third Party SIR applies per policy terms & conditions	11/15/2025	11/15/2026	Aggregate Limit \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Workforce West Virginia 1900 Kanawha Blvd E., Suite 300 Charleston WV 25305 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Holder Identifier :

570118698975

Certificate No :



Appendix G

Letters of Reference

U.S. Bank ReliaCard



Benefits Administration
401 SW Topeka Blvd
Topeka, KS 66603-3182



Phone: (785) 575-1460
Fax: (785) 296-1858
dol.ks.gov

Amber Shultz, Secretary

Laura Kelly, Governor

March 30, 2026

Reference for:
US Bank - Prepaid Card Services

To Whom It May Concern,

We partnered with US Bank Reliacard beginning in July 2021 as a payment method for unemployment benefits in the state of Kansas. The US Bank Prepaid/Government relations team has been a pleasure to work with.

US Bank has been a dependable partner for our claimants. We appreciate the communication we receive from US Bank when something might be affecting our payments, as well as the responses to questions from our Relationship Manager. US Bank has been attentive when we have an issue or see a pattern occurring.

If you have any additional questions or need clarification, please feel free to contact me.

Sincerely,
Chastity Dexter
Benefits Manager
Kansas Department of Labor



March 26, 2026

U.S. Bank
200 S. 6th St.
EP-MN-L24A
Minneapolis, MN 55402

To Whom It May Concern:

Effective August 25, 2006, the State of Ohio implemented the use of value-stored debit cards, issued through U.S. Bank, as an additional payment method for individuals receiving unemployment benefits. To ensure that our agency and our claimants received the most cost-effective and efficient program available, multiple vendor options were thoroughly evaluated prior to final selection.

From initial discussions through program design and full implementation, the U.S. Bank team demonstrated a consistent commitment to meeting—and frequently exceeding—our expectations. Their level of customer service has remained exemplary post-implementation, and they have addressed all issues promptly and effectively. Approximately fifteen (15) to twenty (20) percent of our customers have elected to receive benefits via the ReliaCard. Our partnership with U.S. Bank has proven highly successful, and we anticipate its continuation in the years ahead.

Should you require any additional information, please do not hesitate to contact me.

A handwritten signature in black ink, appearing to read "B. McLoughlin".

Brian McLoughlin, Section Chief
Ohio Department of Job and Family Services
Unemployment Insurance Finance Section
30 East Broad St.
Columbus, OH 43219
brian.mcloughlin@jfs.ohio.gov
614-466-0858



CITY of ROANOKE REDEVELOPMENT
and HOUSING AUTHORITY

PARTNERS IN PROGRESS

To Whom It May Concern,

Effective January 8, 2015, the City of Roanoke Redevelopment and Housing Authority began offering debit cards through US Bank as a payment method for residents to receive their utility allowances. The US Bank Prepaid/Government relations team has been a pleasure to work with.

US Bank has been a dependable business partner for our clients and for RRHA. I appreciate the communication we receive from US Bank when something might be affecting our business, as well as the responses to questions from our Relationship Manager. US Bank has allowed us to streamline a very complicated part of business and has made it easy for our residents to understand and use.

If you have any additional questions or need clarification, please feel free to contact me.

Thanks,

David Bustamante
Executive Director

City of Roanoke Redevelopment & Housing Authority
2624 Salem Turnpike, NW
Roanoke, VA 24017
(540) 983-9241 (office)
(540) 983-9200 (fax)
Website: www.rkehousing.org

